

# RESIDENT HANDBOOK



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# RESIDENT HANDBOOK

## WELCOME

Welcome to your community! We are pleased that you have chosen to make your home with us and we are excited about having you as a resident. Our goal is to provide exceptional service to our residents. We treat all residents with respect, enthusiasm, and a positive attitude in every encounter.

The policies and guidelines contained in this Handbook are attached to and made a part of your Apartment Lease Contract (the "Lease"). As such, you should read this handbook carefully as you agree to be bound by these policies when you sign the Lease. You are also responsible for your guest's compliance with all policies and guidelines. Violations of rules contained in this Handbook may be subject to fines leading up to eviction. We have a right to change this Handbook from time to time as we deem necessary. Any changes to this Handbook will be effective and a part of the Lease once they have been delivered to you or posted in a public area of the community used for such purposes.

The terms "you" and "your" refer to all residents listed on the Lease. The terms "we", "us", and "our" refer to Management/Owner listed on the Lease. All terms in this Handbook shall have the same meaning as in the Lease.

Everyone in a community has the responsibility to maintain the safety and well-being of the community, to maintain the condition of the facility, and to take initiative and action if there is a violation of community standards. Your presence during any violation of the community's standards or policies ultimately condones supports and/or encourages violation(s). You are responsible for the choices you make. If you witness a crime, please call 911 immediately, and then contact the management office.

Our vision is that individuals accept ownership of and take responsibility for resolving conflicts and problems in their community. In the event that a conflict arises that you have not been able to resolve, please do not hesitate to contact us.

## I. THE LEASE

### A. Occupancy Standards

The number of occupants is limited according to the terms of the Lease and/or the lease application or as contained in the Occupancy Guidelines and Qualifying Criteria as posted on the property website and in the leasing office of the community. You are required to comply with these limitations.

## B. Rent Payment

Payments are due on the first day of the month. You can pay the rent at the management office or take advantage of one of our online options.

### 1. Forms of Payment

At our option, we can require that all money payable to us is to be paid in cashier's check, money order, , or electronic payment. We cannot accept cash or personal checks in the management office.

### 2. Late Payment and Returned Checks

If your rent payment is received after the date specified on the Lease, you will be assessed late charges as stated in the Lease.

A returned NSF payment fee, plus applicable late charges will be assessed on all payments returned by a bank for any reason. Returned NFS must be replaced by money order or cashier's check within 48 hours of notification. Late charges will be charged from the first late day.

It is your responsibility to ensure that all rent payments and other charges are paid on a timely basis. All monies received from you will first be applied to any outstanding debts such as delinquent rent, late fees, NSFs, utilities, charges for damage repair, etc. Any remaining monies will then be applied to the current month's rent. If any amounts are deducted to cover a balance, your current month's rent will not be considered paid in full and late fees will be assessed.

### 3. After-hours Payments

Payments can be made via Resident Portal 24/7 or after hours by dropping off your, money order or cashier's check in the night drop at the management office. Be sure to include your name and apartment number on the money order or cashier's check to ensure timely processing. If late charges are applicable, they will be assessed to your account and/or the payment returned. We have the right to refuse any payment that does not pay your balance in full.

## C. Relet Policy

In the event of a relet, the new resident and new guarantor will need to be approved by us. After the new resident has been approved, the new resident will sign a new lease and the new resident's guarantor will sign the Guaranty Agreement. Though the apartment will have been prepared before the new resident's arrival, the new resident must inspect the apartment, note all damages on the move-in condition form and accept the apartment. The new resident will pay the security deposit, application fee, prepaid rent, and all other applicable fees and deposits. Once these conditions have been met, the effective date of the transfer will be the date the new resident moves in ("Effective Date"). You will be refunded your security deposit, less any deductions for damages, cleaning or other charges

associated with the Lease (but not from liabilities or damages to the apartment arising prior to the effective date of the transfer). You and your guarantor will remain financially liable for all charges incurred until the Effective Date and will be released from all obligations under the Lease which arise after the Effective Date.

The new resident will arrange for all utilities payable by you to be switched over to them; however, you should ensure the utilities have been taken out of your name.

If you have paid a relet fee and the transfer to a new resident is unsuccessful, you will receive a credit toward future rent payments.

#### D. Transfer Policy

You may be allowed to transfer to a different unit or bed space within the community or another community provided the following conditions are met:

- Subject to availability
- You must be in good standing prior to approval of transfer
- Your apartment will be inspected and if damages are assessed, all damages will be paid prior to approval of transfer
- You will be assessed a transfer fee
- If the rent for the new space is higher, we have the right to re-verify income
- You will sign a new lease and addenda with new lease dates, rental amount, etc.
- You may be required to pay a new security deposit

## E. Guests

A guest may not stay in your apartment for more than one weekday or one weekend in any calendar month. Guests must abide by the policies in this Handbook. You are responsible for the actions of your guests and informing them of the rules of the community, including parking (see Parking under Your Community in the Handbook).

You should refer to the section on Keys under Protecting Yourself in this Handbook for the procedure on authorizing access to a guest in your absence.

In no event may you have more than two guests at any one time without written permission of the landlord.

## F. Vacant Bedrooms in By the Bed Communities

Vacant bedrooms are to be locked at all times. If a vacant bedroom is broken into and/or found in use, you and your roommate(s) will be assessed rental payments from the date of the last inspection by us until the date we discover the use of the bedroom. If applicable, the cost of repair and/or damage will be assessed to you and your roommate(s). This action may be referred to the police department as breaking and entering.

## G. Roommate Remediation

If a conflict arises between you and your roommate, it will not be considered grounds to terminate the Lease. Additionally, it is not our responsibility to resolve the conflict. We will assist you with mediation and finding possible solutions; however, it will be the responsibility of you and your roommate to find a resolution in a conflict. In the event of transfer as a solution, all applicable transfer fees will apply.

## H. Network Access Policy

Internet access may be provided to the Apartment Community by a company selected by Management in its discretion ("Provider") that may, from time to time, supply content, software or information service to the Premises or the Apartment Community through Provider's integrated communications and/or internet access system ("System"). We may, at our discretion, from time to time change the Provider and make changes to the System. As an integrated communications provider, Provider offers its subscribers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. We want you to be informed of your rights and obligations — and those of Provider and Management — in connection with your use of the System and the Internet. The following policy ("Policy") is intended as a plain English guide to those rights and obligations.

1. The fundamental fact about the Internet is that no one — neither Provider, Landlord, Management, you nor anyone else — owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When you obtain information through the Internet, you must keep in mind that we cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that you may acquire. For this reason, you must exercise your best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive.



Because we cannot monitor and censor the Internet, and will not generally attempt to do so, we cannot accept any responsibility for injury to or damages suffered by you or other users of the System that results from inaccurate, unsuitable or offensive Internet communications.

2. When you disseminate information through the Internet, you must keep in mind that we do not review, edit, censor or take responsibility for any information you or other users may create. This places on you what will be, for most, an unfamiliar responsibility. When you place information on the Internet, you have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information you create is carried over Provider's System and may reach a large number of people, including both subscribers and nonsubscribers of Provider, you and other users' postings to the Internet may affect other users and may harm our goodwill, business reputation and operations. For these reasons, you violate this Policy when you engage in any of the following activities. Such violation by you constitutes a default by you under this Lease.
  - a. Spamming — Unsolicited, commercial mass e-mailing is a strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward Provider, but also because it can overload the System and Provider's equipment and disrupt service to Provider's subscribers.
  - b. Copyright Violation — Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer, and can involve us in litigation and possible loss of reputation.
  - c. Distribution and/or Transmission of Obscene or Indecent Speech or Materials — Violation of indecency and obscenity laws can result in criminal penalties.
  - d. Defamation — Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against us, whose facilities were used to distribute the defamatory material.
  - e. Illegal/Unauthorized Access to Other Computers or Networks — The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.
  - f. Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities — Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking or crashing a system or disrupting the system, can result in serious civil and or criminal liability under federal and state law.
  - g. Export Control Violations — The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.
  - h. Other Activities whether lawful or unlawful, that we determine, and so notify you, to be harmful to the System or to its or our respective subscribers, tenants, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

3. The responsibility for avoiding the harmful activities described above rests primarily with you. We will not, as an ordinary practice, monitor the communications of users of the System to ensure that users comply with this policy or applicable law. When Management becomes aware of harmful communications, however, it may take any of a variety of actions. We may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action it deems appropriate, including Management exercising remedies for your breach of this Lease.
4. Provider also is aware that many of the users of its System may be, themselves, providers of Internet services (you are not such a provider, and will not provide Internet services through the System), and that information reaching the System from those users may have been originated by customers of those users or other third parties. Provider does not generally require its users who offer Internet services to monitor or censor transmissions created by customers of its users. At the same time, users who knowingly transmit materials that violate law or this Policy are, themselves, in violation of this Policy. Similarly, Provider expects that users who offer Internet services will cooperate with Provider in any corrective action that Provider deems necessary, in order to correct and prevent the transmission of material that is harmful to Provider or its users. Failure to cooperate with such corrective and preventive measures is a violation of this Policy and the Lease.
5. We are concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, we urge you and other users of the System to assume that all of their on-line communications are insecure.
6. We cannot take any responsibility for the security of communications transmitted over the System. However, Provider will attempt to comply with applicable laws concerning the privacy of its users' on-line communications. In particular, Provider intends not to intentionally monitor or disclose any private electronic mail messages sent or received by its users unless required to do so by law. We may, however, monitor the System electronically to determine that the System is operating satisfactorily. Also, we may be required to disclose information transmitted through the System in order to comply with court orders, statutes, regulations or governmental requests. Finally, we may disclose information transmitted over the System where necessary to protect us and users of the System from harm, or where such disclosure is necessary to the proper operation of the System.
7. You acknowledge that the network provided through the System is a shared network. This means each user, including you, has certain responsibilities to ensure performance of the network overall and their own security. To ensure adequate network facilities for all users of the System, you will not: (i) attempt to degrade the performance of the System and will not use the System in any way that precludes or significantly hampers the ability of others to use the System, including but not limited to, the operation of any servers, such as FTP, WWW, Napster and NNTP, or (ii) engage in any activity that requires or utilizes large portions of the bandwidth allocated to the facility, or would cause less than generally acceptable usage speeds for others.
8. Excessive data transfer may interfere with the experience of other users of the System. You will not disrupt, or interfere with the use by other subscribers of the System or with the

services available through the System. We will have the right to monitor the “bandwidth” utilization (i.e., the volume of data transmitted during any period of time) arising out of the System at any time and on an ongoing basis. Management may limit your bandwidth utilization from time to time, if we, in our sole discretion, determine such utilization is excessive.

9. Use of the System is at your sole risk, and we or any of our respective affiliates will not be liable in connection with any usage of the System by you or any third party. We nor any of our respective affiliates represent or warrant that the System will be uninterrupted or error free; nor do they make any representation or warranty as to the availability or scope of the System, including, but not limited to, availability of e-mail messages, the tenant network link, or results that may be obtained from the use of the System, or as to the accuracy or reliability of any information, service or merchandise advertised, purchased or provided through the System.
10. The performance of the System will vary from time to time based on network usage and other factors, and no minimum transmission speed is guaranteed at any time.
11. Because the System is shared by many other users, we recommend your use of “Personal Firewall Software”.
12. Without limitation to any other provision of this Lease, violations of this Policy by you may result in remedial action varying from temporary reduction of the network resources, suspension of services and termination of services.
13. You hereby agree to indemnify, protect and save harmless us and each of our affiliates, agents, officers, directors, members, partners and shareholders from and against any suits, actions, proceedings, claims, losses and expenses (including without limitation legal fees) incurred by any of them resulting from your violation of this Policy. Among other things, this means, that if we are sued because of your activities that violate this Policy, any law or the portions of this Lease dealing with your use of the System, you will pay any damages awarded against us, plus costs and attorneys' fees.
14. We will not be liable for any interruption, surge, or failure of the System or of any utilities or services provided to you or any damage directly or indirectly caused by such interruption, surge or failure.
15. We may provide direct connections, or wireless connections, to Provider's and/or the University or College network, where available, as chosen by us. Use of these services is subject to the terms and conditions of (i) Management (ii) Provider (including the Policy set forth above), and (iii) the terms and conditions governing the use of University or College-provided services, as applicable. In the event you are in default under any of the terms of this Lease (including, without limitation, the Policy), Management will have the right to discontinue your connections to the System and/or University or College-provided services. If Provider re-connects you to the System, and/ or a University or College provided service, after disconnecting you from such service, Provider may, in its discretion, charge you a reconnection fee,
16. Should you desire to use alternative Internet or on-line services, you will have the right to do so, at your expense.

17. You are required to have an anti-virus software package installed on your computer system at all times when accessing the Apartment Community's internet services. Such anti-virus software must have a valid, current license, which allows for regular updates of anti-virus definitions.
18. Computer systems are subject to exploitation and security breaches that may cause the spread of malicious internet traffic, such as Worms, Trojan Horses, etc. With this in mind, you are responsible for ensuring that your operating system is up to date, with all security/critical update patches for your specific operating systems. Such patches are generally made available by the operating system provider.
19. This Policy may be amended or supplemented from time to time by us. Such amendments or supplements will be effective upon the transmission of written notice to you as provided in the foregoing Lease, or, as we communicate such amendment or supplement over the Internet.

## **II. YOUR APARTMENT HOME**

### **A. Appearance**

#### **1. Patios/Balconies**

You agree to keep neat and clean all patios and balconies of the apartment, and you will not use these areas for the storage of automobile tires, firewood or other unsightly or heavy items, or to dry clothes or towels. Only outdoor furniture and related patio items may be placed on any patio or balcony. Use of gas or charcoal grills on the patio is not allowed. No unsecured plants may be permitted on the ledges or protruding from the railing. You should never have more than six persons on a balcony at any given time. No motorbikes or mopeds are allowed. The storage of bicycles on patios and balconies is subject to approval by management.

#### **2. Flags/Signs**

Signs and banners may not be hung from patios, balconies, windows or from any area that would be visible from the exterior without prior approval by management.

#### **3. Antennas/Satellites**

For safety reasons and to maintain the appearance of the community, we do not allow any kind of outside antennas or satellite dishes to be installed unless approved in writing by us ten days prior to installation.

If you wish to install a satellite dish, you must send written notice to us prior to installation. You agree to pay any additional security deposit required for installing the satellite dish.

The satellite dish and all wiring must be installed within your apartment, or within the confines of your patio or balcony attached to your apartment. The satellite dish must not extend beyond the edge of the patio or balcony railing and cannot hang out of a window. The dish must be installed in a manner which minimizes its visibility from the exterior.

The satellite dish may not be installed by drilling holes in railings, exterior walls or any other location. The only acceptable way to install the satellite dish is with a removable clamp or tripod that does not require drilling. The dish must be mounted securely so that it cannot be dislodged. A removable "through the glass" transmitter must be used to transmit the signal from the dish to the interior of the apartment.

You are liable for any injury or damage to persons or property caused by the dish; therefore, you must maintain liability insurance to cover any such injury or damage as long as you have the satellite dish at the community. You must provide proof of insurance (insurance certificate) as set out in the Lease. The satellite dish is installed and operated at your own risk.

We reserve the right to approve all mounting of outside antennas and satellite dishes. Not all apartment locations are positioned for good satellite reception; however, transferring to another apartment for better reception is not permitted unless the current lease has expired. You must re-apply and follow all procedures.

#### 4. In-Unit Utility Closets

The utility closets housing water heaters and air conditioning equipment are not to be used for storage or trash.

#### 5. Windows/Draperies

Windows and doors cannot be obstructed by you. If we provide blinds on the windows, they cannot be removed by you. If you install draperies or blinds, you must remove them at the end of the Lease term and any damage to restore the apartment will be at your expense. All window coverings must show a white backing – this includes both drapes and blinds. Aluminum foil, tinting, cardboard, signs, etc. may not be placed over windows where they can be seen from the exterior. If you install draperies over blinds, any damage will be repaired and charged to you. Holiday decorations are allowed but must be removed within one week of the holiday.

Nothing shall be thrown out the windows or doors. You cannot leave windows or doors open during inclement weather. You will be responsible for any damage, including, but not limited to, paint, wall, cabinets, carpets and floors resulting from failure to exercise reasonable care.

#### 6. Decorating/Painting/Wall Hangings

No structural changes or additions may be made to the exterior of the building, including the front entrance, patios and balconies. No alterations may be made to your front door or entrance to your apartment. Front door mats are encouraged, but we reserve the right to remove mats that are not designed for outdoor use, such as carpet remnants. Colored light bulbs are prohibited in all exterior fixtures.

On the interior of your apartment, you have the freedom to decorate by hanging pictures or other decorative objects. Stickers, including glow in the dark stars, double-sided adhesive foam or tape are not allowed on walls, ceilings, windows, cabinets, exterior or interior doors. You must obtain written permission from the manager to perform any repairs, painting, wallpapering, carpeting, electrical changes, or to make any other changes to the interior or exterior. It will be your responsibility to return the apartment back to the original condition or you will be charged.

All shelf paper, tub or shower decals, shelf brackets, hooks, towel holders must be removed. If you put these on walls, ceilings, doors, etc., there will be a charge for removal.

#### 7. Public Areas

For the safety of all residents and to preserve the appearance of the community, you are not permitted to store any personal belongings in the walkways, hallways or entranceways. You are not permitted to congregate in hallways.

#### 8. Grounds

You are required to keep the lawn areas free of litter, cigarette butts, bicycles and other equipment.

#### 9. Trash

All trash should be bagged and placed inside the compactor or dumpster designated at the community and should not be left in the apartment, breezeways, or other common areas. Cigarette butts must be disposed of properly and are not allowed to be thrown on the exterior. Do not put hot ashes or coals, paint, chemicals, motor oil or other hazardous materials of any nature whatsoever in any trash receptacles, dumpsters or similar containers. We have the right to impose reasonable fines for the violation of these provisions, as well as for any littering by you or your guests.

In communities that offer Valet Trash service, you will be provided with detailed information regarding use of the service.

#### 10. Grills

Fire regulations prohibit using or storing gas or barbecue grills in and around buildings, including patios and balconies, and around heavily wooded areas. You should use grills in accordance with local ordinances (see community representative for restrictions). *Gas or Barbeque Grills are not allowed on any patios or balconies under any circumstances.*

#### 11. Apartment Entry

We respect your right to privacy. Without prior written consent, we will not give any person access to your apartment. However, our staff may enter your apartment as follows:

- in case of emergency
- when you have abandoned or surrendered the apartment
- to make necessary or agreed repairs, alterations or improvements
- to supply necessary or agreed services
- to test smoke detectors and complete health & safety inspections
- to exhibit the Premises to prospective or actual purchasers, mortgagers, residents, workers or contractors
- routine inspections

Except in cases of emergency and as required by law, we will provide you with reasonable written notice of our intent to enter and entry will be during normal business hours. You may be present; however, entry is not conditioned upon your presence. In case of emergency, we may enter the Premises at any time without prior notice. In such situations, you do not have the right to refuse to open a door and you must allow access.

#### 12. Health and Safety Inspections

We will perform apartment inspections to ensure health and safety standards are being met and to identify potential issues with safety equipment, fire and health hazards.

Corrective warning notices will be sent within a reasonable time following the inspection. Any

violations that mandate an automatic fine will also be communicated and will be considered due and payable upon receipt.

### 13. Pets

If we do not accept pets at the community and you are found to have a pet, you will be subject to a minimum fine of \$450 for each occurrence. Multiple occurrences may be subject to additional fines leading up to eviction. Service animals are permitted.

At communities that accept pets, approved pets include dogs, cats and fish and you must comply with the requirements contained in this section. **ALL OTHER PETS ARE PROHIBITED.** Aggressive animals are prohibited.

If you acquire a pet while living at the community, you agree to immediately notify us, pay any associated pet fees and pet rent (if required), complete a Pet Agreement, and adhere to all policies contained in the Pet Agreement and this Handbook.

You must have the written consent of all roommates prior to acquiring a pet.

If you acquire another pet or a different pet while you are a resident of the community you agree to immediately notify us, pay all associated pet fees and pet rent and complete a new Pet Agreement.

If you have a pet, you agree to abide by the following rules and regulations:

If required, you will pay a monthly pet rent as set out in the Lease. Pet rent may be adjusted at the beginning of every Lease term.

- All pets must wear an identification tag.
- Fish tanks (containing fish only) are limited to 20 gallons.
- Exotic animals are not allowed.
- Cats must be de-clawed, and if male, neutered.
- All pets must be registered and inoculated in accordance with local law.
- You must keep the pet on a leash and under your supervision when outside the apartment. The clubhouse, swimming pool areas, tennis courts, fitness room, and laundry areas are off limits to pets at all times.
- You must walk pet in designated pet areas only and must dispose of waste in a sanitary manner. Do not dispose of waste or cat litter in trash chutes. If you do not dispose of waste properly, a fee per incident will be charged.
- Pets may not be tied up or left unattended on patios, balconies or any other areas outside of the buildings.
- You will be responsible for the entire amount of any injury to any person caused by your pet, including all costs of litigation and attorney's fees resulting from such injury.
- Pets may not disturb other residents or damage or destroy our property. You agree to be financially responsible for repairing or replacing any damage caused by your pet. If needed, the cost of carpet and/or vinyl replacement will be charged to you. If a pet is disturbing other residents or pets, or if pet damages property, you will permanently remove pet from apartment community within ten (10) days upon request from us. Extreme circumstances can dictate removal of pet within 24 hours.
- Pets must comply with weight and other restrictions imposed by us. You should contact us for restrictions.
- You will not exceed the number of allowable pets per apartment as set out in the Lease.



- Periodic apartment inspections may be made to determine the condition of your apartment, with regards to your pet.
- In the event you voluntarily remove your pet or in case of death, you may not replace the pet without consent from us.
- The only pet allowed is the pet(s) listed in the Pet Agreement, as approved by us.
- You are allowed to keep the pet(s) listed in the Pet Agreement only during your current Lease term.
- If a pet is permitted, you agree to pay a fee upon signing the Pet Agreement. This fee does not cover damages, will not be applied toward any damages, and is non-refundable.
- If a pet is permitted, you will also be required to pay a refundable pet deposit as set out in the Pet Agreement. The pet deposit will be refunded after you move out or after the end of the Lease term (whichever is later), if no damages to apartment or Community are assessed against you.

#### **B. Personal Property Restrictions**

You and your guests are not allowed to place any unusually heavy objects on the floor, i.e. pool tables, waterbeds, etc. You and your guests agree not to store firearms, explosives, gasoline, dangerous or hazardous materials in your apartment, vehicle, storage facility, balcony or elsewhere on the property. You and your guests may not install any washers or dryers, including portable. Only Landlord installed washers and dryers are permitted.

#### **C. Bicycles**

Please use designated bicycle racks or carefully store bicycles in your apartment (bicycle hooks are not allowed). You must ride responsibly through the community and obey all posted traffic signs. The operator of a bicycle must not interfere with the right-of-way of pedestrians. Due to life safety concerns, bicycles found in patios, balconies, hallways, breezeways, stairways, blocking public access to exits will be removed and impounded (a fee may be imposed for removal and storage). To protect your bicycle from theft, get a quality lock and properly secure it to the bicycle rack. Bicycles may not be secured to any tree, shrub/plant, stairway or walkway handrail, light or sign post, etc. Bicycles must be removed on your scheduled move-out day.

#### D. Business/Private Enterprises

Conducting any kind of business in your apartment or in the community is prohibited – except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and provided you comply with the Network Access Policy.

### **III. PROTECTING YOURSELF**

#### A. Crime

We do not guarantee or assure your personal security and our actions are voluntary in an effort to reduce the risk of crime in the community. You agree that the provision of safety devices and patrol services will not constitute a guarantee of their effectiveness nor impose an obligation to us to continue providing these services. If you witness a crime, please call 911 immediately and then contact the management office.

#### B. Personal Safety

Though we do our best to provide a safe living environment, no community is immune to crime. The following guidelines will provide you with basic, easy-to-follow tips to help you protect yourself.

##### 1. Inside your Apartment

We recommend you follow the important safety guidelines inside your apartment as follows:

- Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the management office.
- Lock your doors and windows – even when you are inside.
- Use night latches or dead bolt locks on the doors while you are inside.
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubts.
- If you return to your residence and you think it has been entered illegally, do not enter. Call 911.
- Never give out keys, gate or lock combinations. If lost or stolen, call us immediately to re-key and you must pay a fee for us to re-key the locks.
- Keep a complete list of the serial and identification numbers of all valuables. This will greatly aid in recovering stolen goods.
- Keep valuables out of sight by drawing curtains or blinds and storing such items away from windows.
- Never leave a note on your door or on the Internet stating you are not home.
- Do not display apartment keys in public or carelessly leave them in the mail area, at the pool or places where they can be easily stolen.
- Do not put your name, address or telephone number on your key ring.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches and other security devices regularly to be sure they are working properly.

- Close and latch your windows while you are gone, particularly when you are on vacation.
- Leave a radio or television playing softly while you are gone.
- Immediately report the following to us in writing:
  - o Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
  - o Any malfunction of other safety devices outside your apartment such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railing, etc.
  - o Any pest activity.
- Close curtains, blinds and window shades at night.
- Mark or engrave identification on valuable personal property.
- Use lamp timers when you leave for extended periods of time.
- In a residential community, screaming may sound like horseplay. In an emergency, be specific by shouting "Help!" "Police!" or "Fire!"

## 2. Outside your Apartment

We may provide systems or services such as courtesy officers, courtesy patrols, electronic alarm systems, emergency alert buttons, pedestrian gates, limited access vehicle gates and gate houses (manned and unmanned). These services or systems are not a guarantee of personal safety or security and they are not a guarantee against criminal activity. We have the right to alter or cancel any of these systems or services without notice. We have no duty of security or personal safety except to proceed with diligence to repair any systems after notification that such systems are not working.

We recommend you follow the important safety guidelines outside your apartment as follows:

- When returning to your apartment late in the evening, if possible, always use the main property entrance or commonly used walkways.
- Lock your doors and windows while you are gone.
- Tell your roommates where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or nearby. These are the first places a burglar will look.
- Do not give entry codes or electronic codes to anyone.
- At all hours, carry your door key in your hand when nearing your entry door. You are more vulnerable when looking for your keys at the door.
- If you notice suspicious persons loitering around the property, report them immediately to the proper authorities. DO NOT confront them yourself.
- Please report any malfunctioning lights to the management office.
- Always keep vehicle locked and never leave any valuables inside your vehicle.

## C. Insurance

You may be required to obtain insurance to protect yourself against any liability as set forth in your Lease. You are strongly encouraged to obtain personal property insurance. You understand that the insurance in place for the community does not provide coverage for your personal belongings, property damage or bodily injury. If you or your guests suffer a loss due to fire, flood, vandalism, theft, or other cause of loss, that loss will not be covered by the community's insurance.

#### D. Keys and Key Release

If you receive a key or alternative entry device or code, it is to be used for your personal use only. You understand that any duplicate keys or entry devices must be made by us, and that all keys or entry devices issued must be returned at move-out. You cannot change the entry locks or otherwise deny us access to the apartment. If keys or entry devices are not returned or lost, a replacement charge will be assessed for each item. If key or entry device is lost or stolen, you should notify us immediately.

We are not liable for unreturned keys or any damages to you, your roommates or your guests for injury, damage or loss to person or property caused by criminal conduct of other persons including theft, burglary, assault, vandalism or other crimes.

#### E. Security Devices

No security system is fail-safe. Even the best system cannot prevent crime. Always proceed as if security systems do not exist since they are subject to malfunctions, tampering and human error. The best safety measures are the ones you perform as a matter of common sense and habit.

We have no duty to furnish (or to continue to furnish) alarms of any kind, security guards, or other security devices, except as required by law. If we furnish any security device in the apartment, we will have no obligation or duty to inspect, test or repair any security device unless you request us to do so in writing. You must inspect the security devices upon move in, and will be given the opportunity to make comments on the condition on the move-in form. We will make needed repairs only after receiving a written request from you. Any and all security devices you install must comply with all applicable laws and you will be responsible for any damages relating to the installation and malfunction of any security device installed by you. You will also be responsible for removal of the system at the end of the Lease.

#### F. Fire Safety

Please call 911 if there is a fire or smoke.

Disabling or tampering with a fire extinguisher, pull stations or smoke detector is a violation of the law and may lead to fines and possible early termination of the Lease.

Prevention is your best insurance against fire. We recommend that you follow these simple safety precautions in your own apartment to prevent fires:

- Let cooking grease cool and pour into metal can. Never pour hot grease into a plastic container.
- Do not put water on a grease fire. Call 911 immediately.
- Do not let grease or oil cook on the stove unattended.
- Properly dispose of all lighted tobacco products in appropriate metal containers. Ensure all lighted tobacco products are out before leaving them unattended.
- Avoid cooking while intoxicated, taking medication or when sleepy.
- Use an empty metal container to dispose of hot ashes from the fireplace. Never dispose of ashes at or around patios or shrubs or in a garbage can.
- Test smoke detectors monthly to make sure they are working.
- Do not store gas-operated tools or vehicles (motorcycles or scooters) inside the apartment or under stairwells, breezeways, patios or balconies.
- Do not burn candles of any kind.
- Do not overload outlets or circuits.

- Do not use halogen bulbs or lamps

### G. Fire/Earthquake

If there is a fire, do not rush out of your apartment into the hallway or breezeway. First, feel the door. If it is hot, use another way out. If the door is cool, leave by the nearest exit. If your planned escape route becomes smoky, get down on your hands and knees and crawl – smoke rises, so the cleanest air is near the floor. If you cannot escape your apartment, stuff wet towels, sheets and clothes around the door and vents to keep smoke out. Call 911 and give them your exact location. If no smoke is coming into the room, slightly open a window. Stay low and wave a bright cloth, towel or sheet out a window to signal your location.

During an earthquake, you should sit in a doorway or under a desk or table. Stay away from glass windows, shelves and heavy equipment. If you are outdoors, move away from buildings, utility poles and other structures.

### H. Severe Weather Preparations

- You should obey all evacuation orders issued by local, state or federal agencies. Do not wait for instructions from the community.
- Monitor the radio or television for the latest information – check the weather forecast before leaving for extended periods outdoors and postpone plans if severe weather is imminent.
- Prior to the storm, notify family, friends and neighbors as to your whereabouts and your plans. Establish a post-storm communication plan – place and time to meet, etc.
- Remove all items from your porch or balcony and close all windows and doors (draw the shades or blinds on windows).
- During severe weather, go to an inner hallway or small inner room such as a bathroom or closet. Stay away from windows, doors, and outside walls. If necessary, get under a piece of sturdy furniture and use sofa cushions to protect head and neck.
- Do not use plug-in electrical equipment like hair dryers or toasters during the storm. Do not use land-line telephones during the storm as lightning may strike outdoor lines. If you have a cellular phone, ensure that it is fully charged the night before.
- Stock up on bottled water.
- Stock up on batteries and ensure that you have at minimum one (1) working flashlight (we recommend one per occupant). Most importantly, remember not to use open flame devices such as candles, indoor grills, etc. – these are restricted per the Lease agreement per the State Fire Marshall as they pose significant danger.
- If the storm is severe, collect any forms of identification, credit cards, emergency contact numbers, etc. and keep them with you.
- Keep all medications with you.
- With careful planning, food products can last for several hours in both the freezer compartment and in the refrigerator. The key to ensuring that food does not spoil, especially in the freezer, is to minimize the amount of times the doors are opened. You can plan for this by taking out non-perishable drinks that can be stored at room temperature (soda, water, canned or packaged juices). Extra Ziploc bags full of ice cubes are another step to help ensure that items in the freezer stay at the right temperature.

For more information on how to prepare for these types of events and for basic first aid, you can log on to FEMA's website: [http://www.ready.gov/make\\_a\\_plan.html](http://www.ready.gov/make_a_plan.html)

## **I. Freezing Weather**

If freezing weather is expected, you should open the cabinet doors under the kitchen and bathroom sinks so that the exposed plumbing fixtures do not freeze.

If you are going to be away from your apartment for an extended period of time, please leave the thermostat set to “auto” and at a minimum of 60 degrees. These precautions are essential in order to avoid substantial damage to your apartment and personal belongings from broken pipes.

If you fail to take these precautions, you will be liable for damages to your apartment and any other affected areas.

## **J. Holiday Checklist**

- If you plan to travel when rent is due, you should make arrangements for the payment of rent. If you are mailing your payment, make sure you allow ample time for it to reach us by the 1<sup>st</sup> of the month. You can also take advantage of one of our other options as covered in section on Forms of Payment under Your Lease.
- In cold weather, set your heater on “auto” with the temperature set on 60. Be sure to leave cabinet doors open under all sinks.
- In hot climates, set your heater on “auto” with the temperature set on 80.
- Leave a visible light on. You may want to use an automatic timer on your lamp.
- Do not leave notes on your door or a message on the Internet indicating you are away.
- You should leave emergency contact numbers with the office.
- Take any valuables (TV, stereo, computer, jewelry, etc.).
- Make sure all windows and doors are locked.

## **IV. MAINTENANCE**

### **A. Service Requests**

We offer 24-hour response to emergency service requests. Call 911 in case of fire or other life threatening situations. For After-hours Emergencies (as defined below), call the management office number and explain the situation. The answering service will contact the proper service personnel. For normal service requests, you will notify us by submitting a work order on the Resident Portal.

In an attempt to effectively manage after-hours calls, we categorize calls into two categories: After-hours Emergencies and Priorities.

- An After-hours Emergency is defined as any breakdown or malfunction in which life, health, or property is threatened if immediate corrective action is not taken. Though it is impossible to list or predict all possible scenarios, the list below includes acceptable on-call emergencies.
- Priorities are calls that do not conform to criteria for an After-hours Emergency – in short, they are routine service calls which can wait until morning, at which time the work order will be given priority status. You can be fined for requesting an After-hours Emergency

when the call is an obvious routine service call.

## B. After-hours Emergencies

Examples of After-hours Emergency requests are as follows:

- No heat or air-conditioning when outside temperatures are less than 50 degrees or higher than 80 degrees
- Electrical or gas failure of any nature
- Overflowing toilet
- Stopped up toilet if only one is available in apartment
- Water problems such as leaks, severe back-ups, or broken pipes
- Malfunction of an essential appliance (non-working refrigerator)
- No water
- No hot water when affecting more than one unit, when exterior temperatures are below 50 degrees
- Any unsecured entry
- Malfunctioning controlled access gates
- Any threatening situation such as: fire, flood, severe weather, police action, protecting a crime scene (broken windows, locks, doors, etc.)
- Bio hazards
- Lock-outs

## C. Mold/Mildew Prevention

Leaks and moisture that are allowed to accumulate on apartment surfaces or inside walls or ceilings can encourage mold/mildew growth. Properly utilizing your air conditioner and exhaust fans is the best way to control moisture accumulation (see HVAC Section under Maintenance for usage guidelines). Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, around windows, and doors;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or a/c drip pans or clogged condensation lines;
- Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors

You acknowledge that it is necessary for you to provide appropriate climate control, keep the apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the apartment. You agree to clean and dust the apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. You agree not to block or cover any of the heating, ventilation or air-conditioning ducts in the apartment. You should be aware of any leaks in washing machine hoses and discharge lines. You should also leave the bathroom door open to allow moisture to escape. Floor mats and towels should be hung up so they can dry.

Humidity that is trapped in your apartment may encourage mold growth. You may want to periodically open your windows on days when the outdoor weather is dry (i.e. humidity is below 50 percent) to help humid areas of your apartment dry out. Be sure you close them before leaving and at night for precautionary measures.



You also agree to immediately report to the management office: (1) any evidence of a water leak or excessive moisture in the apartment, as well as in any storage room, garbage or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation or air conditioning system in the apartment; and (4) any inoperable doors or windows.

If small areas of mold have already occurred on *non-porous* surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant, Tilex Mildew Remover or Clorox Cleanup. (Note: only a few of the common household cleaners will actually kill mold.) Be sure to follow the instructions on the container. Never mix ammonia with bleach.

Always treat an area five or six times larger than any visible mold because mold may be adjacent in small quantities that are not yet visible to the naked eye. A vacuum cleaner with a HEPA filter can be used to help remove non-visible mold products from *porous* items such as fibers in sofas, chairs, drapes and carpets - provided the fibers are completely dry. Washing and dry cleaning will remove mold from clothes.

Do not clean or apply biocides to: (1) visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will investigate and take appropriate action for you.

If you fail to comply with the above guidelines, you can be held responsible for property damage to the apartment and any health problems that may result. Specifically, you realize that by living in the apartment you are in the best position to detect the presence of any leaks, mold or mildew growth, or the accumulation of any water in your apartment and that we are relying upon you to promptly notify us of any of these problems so we may take action. In addition, you agree to take the above measures and any other common sense measures to prevent the accumulation of water until we are able to assess and correct the problem areas.

#### D. Lockouts

If you inadvertently lock yourself out, you can call the management office number. If it is after hours, explain the situation and they will contact the proper service personnel. You will be required to provide photo identification and the service personnel must be able to identify you by pulling your file or the housing roster. After regular business hours, there will be a minimum lock-out charge of \$75 per lock-out. Additional charges may be assessed for repeat occurrences.

#### E. Light Bulbs

Your apartment is supplied with light bulbs at time of move-in. After move-in, it is your responsibility to replace burned out light bulbs in any fixtures or personal lamps. If you need assistance in replacing the light bulbs, call the management office. Please report unlit bulbs over walkways, halls, or common areas to us.

#### F. Plumbing/Lavatories

Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, cat litter, ashes, feminine hygiene products and other foreign substances shall not be thrown in any plumbing apparatus. Any damage to such apparatus and the cost of cleaning and/or repairing plumbing resulting from misuse will be charged to you.

#### G. Property Appliance Usage

##### 1. Operating your garbage disposal:

- Run cold water through garbage disposal and keep water running.
- Turn on garbage disposal.
- Gradually put food into garbage disposal.
- Avoid hard objects such as chicken bones, steak bones, etc.
- Avoid putting large pieces of food into the garbage disposal. Remember, it has to fit into a very small hole at the base of the unit, about the size of a nickel.
- Avoid putting bottle caps, glass, foil, rags, cigarettes, string, paper, or grease down the garbage disposal. This will build up and cause clogging.
- Avoid putting pasta, egg shells, or anything fibrous (i.e. celery, artichokes, corn husks, potato peelings, carrot peelings) into the garbage disposal. These items stick to the side of the garbage disposal causing it to become clogged.
- Allow garbage disposal to run 10 seconds after food clears.
- Turn off garbage disposal.
- Continue running water for 15 seconds more. This allows food to flush through.
- Turn off water.

Tips on using the garbage disposal:

- Hot water running through the garbage disposal works well with greasy foods.
- Cold water running through the garbage disposal works well with lettuce.
- Ice running through the garbage disposal helps clean the disposal.
- Lemons put into the disposal will help the garbage disposal smell better.
- Run the garbage disposal a few minutes before running the dishwasher since the dishwasher drains through the garbage disposal.
- Keep the cover in the stopper position when not in use (this will prevent foreign material from accidentally dropping into the disposal unit).

If the garbage disposal quits working, press the reset button under the garbage disposal unit (located under the sink) and turn the switch on. If the disposal still does not operate, please call the management office and we will send someone out to repair the unit.

## 2. Care & Cleaning of Washer/Dryer

When using the washer, leave the lid open after washing to allow moisture to evaporate. The wash basket is practically carefree -if you want to clean the basket, use a clean soft cloth dampened with liquid detergent, then rinse (do not use harsh or gritty cleaners). To rinse, choose the largest load size, turn the cycle knob to any rinse setting and start the washer.

Do not overload the washer. Overloading the washer or allowing the washer to become unbalanced can cause damage to the washer and you will be responsible for any such damage.

The lint filter in the dryer should be cleaned before each use. This helps the dryer operate efficiently. Moisten your fingers and reach into the filter opening. Run your fingers across the filter. Lint must be removed from in and around the dryer (check behind the machine) to reduce fire hazards.

You should immediately wipe any spills or washing compounds on the washer and dryer. Wipe with damp cloth. Do not hit the surfaces with sharp objects. Dryer control panel and finishes may be damaged by some laundry pretreatment soil and stain remover products.

if such products are sprayed on or have direct contact with the dryer. Damages to the dryer from pretreatment products may result in charges to you.

### 3. Dishwashers

Rinsing your dishes before loading helps prevent the drain from clogging. If you have dishwasher safe plastic and wooden items, load them in the top rack only. Do not place fragile glassware in the dishwasher, the jet action may cause breakage. If you do not know how to operate the dishwasher, call us for instructions.

### 4. Central Air & Heat (HVAC)

If your apartment is equipped with individual unit central air and heat, an ideal temperature setting is between 71° and 74°, with the minimum to maximum range being from 68° to 78° (please be aware that setting your thermostat to temperature extremes may cause damage to your HVAC unit). You should allow a minimum of ten minutes for the temperature to adjust (choosing an extreme setting will not bypass this 10 minute adjustment). If at any time you find that your thermostat is malfunctioning or for more detailed operating instructions, please call us.

### 5. HVAC Filters

At move-in, your HVAC filter will be new. Twice-yearly, our maintenance team will schedule your filter to be replaced. Additional replacements can be requested at any time by calling the management office.

## H. Pest Control

If your property provides interior extermination services, you will receive a letter notifying you as to when the company will exterminate your apartment. You can prepare for extermination service as follows:

- Remove all items from under kitchen and bathroom sinks.
- Pick up objects that may interfere with application.
- It is recommended that all persons and pets vacate the premises during treatment and not re-enter the home until treated floors, carpets and rugs are thoroughly dry. Under normal conditions, this may take 1 – 3 hours (4 hours are recommended).
- Turn off aquarium air pumps and cover tanks with plastic wrap. Pumps can be restarted about 3 hours after treatment.

## I. Furniture

If the apartment is supplied with furniture it is designed for interior use only and may not be used for exterior purposes at any time. A labor charge will be assessed for furniture that must be removed from the exterior to the interior, as well as for any damages to the furniture. Any furniture provided by you must be removed at the end of your lease term or you will be assessed charges for the removal of such items.

#### J. Smoke Detectors

The smoke detectors in your apartment have been tested prior to move-in to ensure they are working properly. You are responsible for ensuring that all smoke detectors are working properly. We request that you test smoke detectors on a monthly basis. Please call us if a smoke detector starts “chirping” or if it is determined through monthly smoke alarm tests that the smoke alarm is not working properly.

Do not disable smoke detectors. Disabling a smoke detector or removing working batteries is a violation of the law and may lead to fines and possible early termination of the Lease.

#### K. Energy Conservation Tips

##### Refrigerators

- Open refrigerator door only long enough to get the food items you need.
- Organize your food on the shelves for easy access.
- Before storing leftovers allow them to cool, that way your refrigerator or freezer will not have to work to cool them off.
- Refrigerators and freezers operate more efficiently when they are full, but overloading will prevent cold air from circulating properly.

##### Dishwasher

- Only wash full loads and use the energy-saver setting.
- Allow dishes to air dry.
- If you wash dishes by hand, fill the sink with water instead of letting the water run, and rinse with cold water.

##### Stove

- Defrost food first in the microwave and cover pots to shorten cooking time.
- Keep your oven and range free of grease and baked-on residue.

##### Laundry

- Wash full loads and use cold water instead of hot water.
- Dry full loads and clean lint filter after each load.
- Most materials only need a 10 -15 minute wash cycle to get them clean, over washing and over drying will wear out your clothes faster.

##### Water

- Turn the water off when you're not using it – such as when lathering your hands with soap, brushing your teeth and scrubbing dishes.
- Decrease your showering time to about 5 minutes.

## Lights and Other Appliances

- Replace your incandescent light bulbs with compact fluorescent lights (CFLs), they use 75% less energy and last up to 10 times longer.
- Turn off lights when you leave a room.
- Unplugging or turning off appliances when you're not using them can save a significant amount of energy.

## HVAC

- Thermostat should never be turned up high to heat a home in a hurry (it will not heat your home any faster).
- Do not let heat or cold air escape – keep windows and doors closed while in use.
- Use fans and open windows to create a cross-draft instead of using your central air-conditioning.
- Keep your vents free from obstructions.

## **V. YOUR COMMUNITY**

### **A. Office Hours and Closings**

Office hours are posted at the management office. The management office may occasionally be closed due to holidays, inclement weather, training or other circumstances. If the office is closed, residents will be notified by email. The email will include information as to when the office will be closed, when the office will re-open and the telephone number for maintenance emergencies.

### **B. Common Areas**

The driveways, sidewalks, courtyards, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Bicycles and similar vehicles shall not be allowed to obstruct the common areas. Hallways, walkways and lounges are not to be used as grounds for 'hall sports,' sporting events, wrestling, horseplay or riding bicycles and skateboards, due to property damage, disturbance to neighbors or the possibility of personal injury.

### **C. Package Release**

At some of our locations, we will accept delivery of your packages, provided you have signed the Resident Handbook Acknowledgement Addendum. You will be required to provide identification and sign the package out. We will not accept delivery on any item that must be placed inside your apartment, i.e., furniture, or C.O.D deliveries. We accept no responsibility or liability for any packages including perishable items or those lost or damaged.

#### D. Solicitors

Door-to-door solicitors are not permitted in the community. Please contact us if a solicitor disturbs you or contact the local authorities if the situation warrants their involvement.

#### E. Gates/Access

If the community has a gate, you and your guests will be expected to understand and abide by the instructions for gate use. If you have any questions regarding gate operations, you should ask a community representative.

Gates are not intended to provide security or to ensure your safety or that of your guests.

You will be issued a card, a remote entry device, or a code to enter the gates and a deposit may be required. If an entry device or card is lost, please call us. If an entry device or card is not returned to us at move out, or is lost, a replacement fee will be assessed.

Use caution when approaching the gates. Only one car at a time may enter. If you try to follow someone else into the community the barrier arm/gate can, and most likely will hit your car. Should this occur and the gate is damaged, you will be responsible for repairing such damage. Never obstruct the functioning of the gates by propping them open. Many gated entrances are monitored by cameras to insure compliance with all rules for entrance into the community. These systems are designed to allow only those users who are authorized to enter.

- Do not allow children or pets near the gates.
- Do not enter through the exit gates. This is very dangerous and should not be attempted.
- Do not walk through the gates.
- Do not push gates with vehicle.
- We will not be liable for any damages to your or your guest's vehicle.

#### F. Access Devices

You may be issued an access device for entry into the buildings and/or amenities. Only one access device will be issued per resident and a deposit may be required. The access device must be with you at all times when using the amenities. If you lose the access device or fail to turn it in with your keys at the end of the Lease, you will be charged a replacement fee. A replacement device will not be issued until we receive the replacement fee.

#### G. Car Repairs

To maintain a pleasing appearance and for safety and environmental concerns, you are required to schedule auto repairs away from the community. Cars may only be washed in the community if there is a designated area.

#### H. Mail Delivery

In some cases, the United States Postal Service (USPS) does not sort or deliver mail to certain apartment communities. In these instances, non USPS employees will sort your mail. Whether the USPS or community employees sort your mail, we will not be responsible for any problems or matters that may arise out of their efforts to provide mail

services or claims that may arise out of the service.

You understand that from time to time prompt delivery may be impossible. We are not responsible for lost or damaged envelopes or any other type of mail delivery. We are not required to forward mail. If this is not acceptable to you, you may elect to pick up your mail at the local USPS Substation at your expense.

You are required to put your entire address, including apartment number/room number and room letter on all mail. You are responsible for your mail being correctly addressed.

#### I. Recreational Facilities

Listed below are various types of recreational facilities available at many of our communities. If these facilities are available in your community, you and your guests agree to abide by the rules as set out below. You must accompany your guests at all times while using any of the recreational facilities.

The rules and regulations are for the protection and benefit of all, and to assure safe and sanitary operation of the recreational facilities. Your cooperation in abiding by these rules will ensure a pleasant, relaxing recreational experience for all concerned. Failure to comply with the rules shall be considered sufficient cause for any action deemed necessary by us, including barring of violators from the use of the recreational facilities.

Use of the recreational facilities will be at your own risk. We are not responsible for accidents, injuries, or lost, stolen or damaged or misplaced items. If you have any health issues, you should consult your physician before using any recreational facility.

Some recreational equipment may be available for your use, i.e. billiard equipment, basketballs, movies, games, etc. If this equipment is available, you must provide a driver's license or proper identification in order to check out any equipment. In some cases, you may be required to pay a deposit. Equipment is available on a first come, first served basis, and is available during regular business hours. You should ask a community representative if and what equipment is available.

In case of emergency, dial 911 immediately, then contact the management office.

##### 1. Tanning Facilities

You will be expected to understand and abide by the policies for tanning bed use. If you have questions regarding the tanning bed instructions, you should ask a community representative.

- Tanning beds are for residents' use only. Your guests will not be allowed to use the tanning beds.
- You must be at least 18 years of age to use the tanning beds.
- You agree to consult a doctor prior to using tanning beds to determine if the tanning bed is safe for you.
- You may use tanning bed no more than once per day, for the maximum time specified on the tanning bed.



- You understand that tanning beds are available on a first come, first served basis.
- We may limit the number of times per week that a resident may use the facility in order to give each resident an equal opportunity to utilize the facilities.
- Your failure to wear appropriate eye protection may result in permanent damage to your eyes. You agree to wear protective eyewear when using the tanning facility.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) causes burns and may result in premature aging and/or skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain foods, cosmetics, medications or drugs. You should consult a physician before using the tanning facilities if you have any questions or concerns.
- If required by your state, you will provide a skin evaluation certification to us prior to any use.
- No smoking or alcoholic beverages are allowed in the tanning facilities.

## 2. Pool Rules

In addition to rules listed below, please refer to the pool rules posted in the pool area of your community for additional rules.

- **SWIM AT YOUR OWN RISK.** All persons use the pool and/or pool area at their own risk. We do not assume responsibility for any accident or injury in connection with such use.
- **NO LIFEGUARD ON DUTY!**
- Persons ages 16 years and under may use the pool only if accompanied by a parent or legal guardian.
- **NO DIVING ALLOWED!**
- **NO GLASS OF ANY KIND** is allowed in the pool area. If you are found with glass of any type, you may be fined and will be asked to leave the pool area.
- Normal operating hours are posted in the pool area. The pool may be used only during normal operating hours.
- You and your guests must shower before entering the pool.
- Dressing must be done in your apartment.
- Greaseless suntan lotion must be used instead of oil-based products.
- As a general rule, each apartment will be allowed two guests at any one time if, in our opinion, there is sufficient room in the pool area at the time of the request. You must accompany guests at all times. We reserve the right to limit or discontinue issuance of guest passes at our sole discretion. If you have additional guests, please contact us to obtain permission.
- The pool may be closed at any time due to broken glass, a mechanical breakdown, weather conditions, or any operational difficulty. Prior notification of pool closings may not always be possible.
- You are responsible for the consequences of your guest's actions. The cost of damages will be charged to you.
- No wheeled vehicles (except wheelchairs) are permitted in the pool area at any time.

- No running, pushing, wrestling, ball playing or causing undue disturbances in or around the pool area.
- Pets will not be allowed in the pool area.
- Admission to anyone with a potential health concern (visible skin abrasions, inflamed eye infections, bandages, etc.) may be denied.
- No intoxicated person shall be allowed in the pool.
- No abusive language will be tolerated.
- No street footwear will be permitted on the concrete apron portion of the pool.
- All trash, cigarette butts, matches, etc. must be put in the appropriate containers placed in and around the pool area. Please help keep the pool area clean.
- We are not responsible for loss or damages of any kind, including life or limb, or for any personal property.
- No smoking or alcoholic beverages are allowed in the pool area.

### 3. Fitness Center Rules

You should read applicable instructions for use before attempting to use any machines or free weights.

- You are limited to one guest and you must accompany your guest at all times while using the Fitness Center.
- Respect posted Fitness Center hours.
- Attendants are not provided.
- Persons ages 16 years and younger are not allowed to use the Fitness Center.
- Pets are not allowed.
- No wet clothing in the Fitness Center.
- Keep body clear of weights and other moving parts when using fitness equipment.
- Do not make repairs on fitness equipment. Please report needed repairs immediately to us.
- Do not use, adjust or operate fitness equipment beyond your physical limitations.
- Please report vandalism and unauthorized users.
- Do not remove equipment from the Fitness Center.
- Do not leave personal items in the Fitness Center.
- Respect others by keeping noise to a minimum and by disposing of trash properly.
- You are required to wipe down fitness equipment after use.
- No smoking or alcoholic beverages are allowed in the Fitness Center.

### 4. Basketball/Tennis/Volleyball

- Attendants are not provided.
- Court hours are posted.
- Do not hang from goals or lean on nets.
- No food or drink is allowed.
- Wheeled vehicles are not permitted on the court surface.

- Only non-marring soled-shoes are permitted.
- Children are not allowed unless accompanied by parent or legal guardian.

#### 5. Clubhouse/Gameroom/Theatre Room

- Security deposit may be required if rental is for overnight use.
- Respect Clubhouse/Gameroom/Theatre Room posted hours.
- No smoking allowed in Clubhouse.
- No wet clothing is permitted in the Clubhouse/Gameroom/Theatre Room.

#### J. Computer Center Rules

You understand the computer, associated software and Internet access is being provided as a complimentary benefit to all residents. The computers and Internet access are available and accessible by all residents. You understand there should be no expectation of privacy regarding any activity on the computers or any documents or e-mail messages that you may enter, receive, or send using the computers or Internet.

You agree to use the equipment in the Computer Center at your own risk. We are not liable for any interruption, surge, inability to connect, loss of data, etc. We are also not liable for any damages or claims you may suffer or have as a result of your use of the Internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud and copyright and trademark infringement. You also understand and agree to the following policies regarding use of the Computer and Internet.

- Respect posted Computer Center hours.
- The Computer Center is for residents' use only. Your guests will not be allowed to use the Computer Center.
- No browsing of web sites containing pornography or sexually explicit material or downloading or uploading of materials from or to such sites.
- No downloading of any material to the computer's hard drive. Any downloading of material not otherwise prohibited may be saved only to your removable personal media. Documents on the hard drive will be deleted nightly.
- No downloading or uploading of any copyright protected material. Copying and/or distributing copyrighted information is a violation of U.S. law. As a general rule, do not copy and/or distribute any information obtained via the Internet.
- No sending unsolicited bulk email (also known as "spamming").
- The computers and Internet are provided solely for each resident's personal use. No commercial use of the computers or Internet is permitted.
- At most of our communities, copy and fax services are available. You will be held responsible for any damage to equipment during your computer time if due to negligence or intentional misuse/abuse by you.
- No food, drink or smoking allowed in Computer Center.
- Equipment in the Computer Center may be electronically monitored. Removed equipment will engage alarm system.
- Screen savers are not to be tampered with at any time.
- You must provide your own paper.

You understand that the violation of any condition or term of these provisions may result in being prohibited from using the Computer Center. You understand that the use, availability and configuration of the computers and/or Internet are at the sole discretion of us and may be modified, terminated, and/or suspended at any time without notice and without replacement.

#### K. Laundry Facility

In the event we provide a designated laundry facility, it may be open 24 hours unless otherwise posted. If the machines are coin-operated, you will need to bring quarters, as we will not supply change. If laundry cards are required, see community representative to obtain a card. A small fee may be required to activate a card. Please report any inoperative laundry machines to use. Time your laundry cycles so that you can free up the machines for other residents. Please be courteous by avoiding use of most or all of the washers and dryers at one time. If you accidentally open someone's dryer, please be sure to press the start button (hold for a few seconds). Please refrain from removing someone's laundry from a machine unless it has been left unclaimed for over an hour. Please do not remove laundry carts from the Laundry Facility.

We are not responsible for any items left by you in the Laundry Facility, including clothes, detergents, baskets, etc. No smoking or alcoholic beverages are allowed in the laundry facility.

#### L. Parking

You and your guests are required to abide by all parking regulations established by us, as well as by the local police and fire marshall. These rules apply to all motorized vehicles, including cars, motorcycles and scooters. We are not responsible for any damage to your or your guest's vehicle while parked at the community. If the conditions for parking are not met, your vehicle may be towed without notice at your expense. It is your responsibility to make sure your guests understand these parking rules and regulations as their vehicles may be towed at their expense if parked improperly. You and your guests agree to abide by the rules regarding parking:

- Any illegally parked vehicles, vehicles with expired tags, or vehicles violating the regulations below or any other applicable regulations may be towed at the expense and sole risk of the owner of the vehicle.
- Parking will not be allowed in the areas marked as future residents either one before or one hour after regular business hours.
- You may not have more than one (1) vehicle in the community at one time, and your vehicle must be properly registered with our office. Additionally, two-wheel motorized vehicles may be allowed, subject to the rules of the community.
- Vehicles may not, at any time, park in a fire lane, in front of a dumpster, in any non-paved area, in crosswalks, in designated handicapped spaces, without legal permission, or in any other unauthorized location. Vehicles may not block entrances, exits or driveways. Vehicles cannot, at any time for any reason, park in reserved parking, whether covered or uncovered, unless assigned by us. Any vehicle parked in any of the above areas may be towed at the vehicle owner's expense and sole risk.
- Boats, recreational vehicles, trailers, campers, commercial vehicles and trucks larger than the standard size may not remain on our property except for the purpose of loading and unloading, though we reserve the right to permit these vehicles in designated areas.
- You may not perform any mechanical repairs or maintenance while on the premises.

- You may only wash your vehicle in a designated area, if provided.
- You agree to inform your guests of all parking rules and restrictions.
- Our towing company frequently, and at random, without being called by us, tows any vehicle that is inoperable, has an expired or invalid license plate, expired temporary license plates, is in violation of any of the other provisions of the Lease, Parking Addendum and this Handbook. This is the only notice you will receive. You will be towed, if you are not parked or permitted correctly or you are not in compliance with all other state or local requirements, with no further notice.
- You are responsible for towing and storage charges. We are not responsible for tickets received for parking violations of any area within our community or anywhere else outside our community.
- Always keep vehicle locked and never leave any valuables inside your vehicle.

## 1. Parking Permits

- If your community requires a parking permit (decal), you expressly agree to display that permit on the lower corner of the driver's side of your front windshield. Vehicles violating this provision may be towed at the vehicle owner's expense.
- Two-wheel motorized vehicles are subject to these requirements.
- A parking permit allows you to park on premises upon availability. A permit in no way guarantees the availability of parking in front of your building or even on the property. A permit does not allow vehicles to park in fire lanes, crosswalks, designated handicapped spaces, in front of dumpsters, blocking entrances, exits or driveways, or to park in any other unauthorized area.
- Parking permits become invalid at the end of the Lease term or earlier, if the Lease is terminated either by the community or you, or if you relet your apartment.
- Permits expire prior to the start of each fall academic term. If you renew the Lease, you must obtain a new permit from us at the end of your current lease term. Your old permit will not protect you against towing. Permit colors change each year.
- Parking permits are valid only on the vehicle registered on the Parking Addendum. Permits are non-transferable between vehicles or between residents and non-residents.
- The community reserves the right to revoke parking permits at any time, for any reason.

## 2. Guest Parking

Where applicable, your guests must park only in designated guest or visitor parking, and they are subject to all the provisions of this Handbook.

If a guest parking permit is required, you agree to obtain such permit for your guest during business hours only. We reserve the right to limit the number issued each day and to issue none on any day we choose. Guest permits must be clearly in view in the area specified by us when you sign out the permit (it is your responsibility to ask where the guest permit should be placed). If the permit is not visible for any reason, the car may be towed at your expense.

You understand that failure to comply with any of these parking conditions will result in the fines and consequences outlined in the Lease and in the Rules & Regulations and/or in revocation of your parking permit.

## **VI. YOUR CONDUCT**

You are responsible for the consequences of your guests' actions. You should inform your guests of conduct rules and accompany them within common areas at all times.

We may exclude from the community guests or others who, in our judgment, have been violating the law, violating the Lease or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

### A. Drugs and Alcohol

You or your guests will not engage in or permit your apartment to be used for criminal activity, including drug-related criminal activity and will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on, or near, the community. It is your responsibility to notify the proper authorities if you suspect a roommate or a guest is engaged in illegal activities.

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 and regulations.

Violation of the above shall be a material violation of the Lease and may be cause for termination of tenancy. A termination does not release you from your financial obligations under the Lease.

### B. Smoking

At communities that allow smoking, cigarette butts must be disposed of in the proper receptacle and not left on the ground. If you fail to comply, a fine will be imposed by us. At all other communities, smoking is prohibited on community grounds.

### C. Firearms, Weapons and Hazardous Materials

You may not under any circumstances have a handgun, rifle or any other weapon of any kind on our property. Weapons of any kind are not permitted including, but not limited to, hunting equipment, slingshots, gas-powered guns, air rifles and paintball guns.

Any form of explosive devices – including firecrackers, fireworks, ammunition, pyrotechnics, and similar products are also not permitted in the community. You are not permitted to possess, store, sell, or use fireworks in or around the community. You may not store gasoline in your apartment or on the patio or balcony. Harboring hazardous materials with intent or purpose to create explosive devices shall be referred directly to the proper authorities. Any violations of this provision of your Rules and Regulations shall constitute any event of lease default leading to lease termination and financial penalty.

### D. Motorcycles & Scooters (fuel operated)

All fuel-operated vehicles may only be parked in designated areas and must be properly registered (see “Parking” under Your Community in this Handbook). Due to safety concerns, it is prohibited to store such vehicles inside the apartment, on patios/balconies, stairwells, landings, breezeways and walkways. Any of these vehicles found beyond the designated areas may be cited, towed, and impounded at your expense.

### E. Noise

Excessive noise and loud music in apartments, hallways or common areas cannot be permitted at any time. Between the hours of 11pm and 7am, no noise of any kind that can be heard outside of the apartment is permitted. This includes stereos, televisions, musical instruments, slamming doors and windows, running up and down stairs, sounding vehicle horns and yelling. You are responsible for your guest's behavior.

### F. Odor

You will not permit any offensive odors to originate from your apartment or bedroom at any time.

### G. Conduct

Both direct and indirect forms of verbal and written abuse, threats, coercion, physical or verbal harassment, intimidation, violence against another person or their property, or causing the apprehension of physical or verbal harm are prohibited and will not be tolerated. Conduct that threatens the health and safety of any person (including yourself) may result in fines and possible termination of your Lease, privileges and possible criminal action. You are responsible for reporting abuse to appropriate authorities.

At all times, you and your guests are expected to conduct yourselves in accordance with the rules contained in this Handbook.

#### H. Complicity

In the presence of a policy violation, you may attempt to stop the violation, contact management staff and/or immediately remove yourself from the situation and the vicinity of the violation. If you choose to remain at the scene of a policy violation, you will be included in the documentation and may also be held accountable for applicable policy violation(s). Concealment is also considered a policy violation. If concealment should occur, you may be considered an accomplice to the violation and be subject to any actions outlined above.

#### I. Fines

Unless otherwise set forth in this Handbook, all violations of these Rules and Regulations will be treated as follows: 1) First Occurrence – \$50.00, 2) Second Occurrence - \$100.00 fine, 3) Third Occurrence - \$200.00, 4) All Succeeding Occurrences - \$250.00. This section does not prohibit us from exercising any of its rights and remedies under the Lease.

### VII. MOVING OUT OF YOUR APARTMENT

#### A. Move-Out Process

Prior to the end of the Lease term (if you have not renewed the Lease for the next Lease term), you will receive a letter outlining the move-out process. You will be required to clean your apartment and you will be responsible for payment of damages assessed against you. You will be notified as to the scheduled move-out date and you must turn in all keys, access card/FOB, gate transmitter and provide your forwarding address by noon on that date. If you do not meet this deadline, you may incur additional holdover charges or fees. If you are renewing with us and are moving to a different apartment, you will receive additional instructions for transferring to your new apartment.

Prior to move-out or transfer all late charges, delinquent rents and outstanding fees for damages must be paid.



## 1. Checking Out

You have two options for checking out of your apartment:

### Option 1

Our Standard checkout procedure is to have a staff member inspect your apartment and note damages prior to the move-out date. If you elect to have a move-out inspection, you must call us to schedule an appointment. All personal belongings must be moved out of the unit in advance of the scheduled appointment. All appointments will be scheduled during the week prior to the move-out date and you must be present for the review. No move-out inspections will take place on the scheduled move-out date.

### Option 2

We offer Self Checkout as a convenience to our residents. If you do not wish to have a move-out inspection with a staff member, you will be instructed to pick up the Self Checkout packet from the management office in advance of your move out. You will drop the completed form and keys at the management office prior to leaving the community.

The move-out process will not be complete until all residents within an apartment have moved out (regardless of whether you utilize the Standard Checkout or the Self Checkout). Once all residents within an apartment have checked out, the apartment will be inspected for damages, charges will be assessed, and deposit refund checks will be processed accordingly.

## 2. Move-out Cleaning Guidelines

You will be provided with move-out cleaning instructions prior to moving out and when you give notice; however, the following general guidelines must be completed in your apartment prior to check-out:

- Remove all of your belongings from the apartment, patio/balcony and storage room
- Remove all trash and dispose of properly
- Clean all exterior and interior surfaces of the kitchen appliances, including the refrigerator, stove, dishwasher, hood and microwave
- Sweep and mop all uncarpeted floors
- Vacuum all carpets
- Clean all bathrooms
- Clean and remove any shelf paper from the cabinets, drawers and shelves
- Clean all mirrors, ceiling fans and light fixtures
- Clean all window and mini-blinds
- Call to disconnect/forward any utility services
- Contact USPS to forward your mail
- Return all keys, including apartment and mail, as well as access and entry fobs.

### 3. Apartment Clean-Up Procedures

#### Entry

- Sweep and wash (if needed) your patio or balcony
- Wash inside and outside of front entry door and patio door
- Thoroughly clean (sweep and mop) entry tile floor

#### Living Room:

- 
- Wipe down all furniture (if provided)
- Clean ceiling fan – blades and lights
- Vacuum out sofa and chair – make sure to get underneath all cushions

#### Kitchen:

##### Stove:

- Thoroughly clean exterior of oven. Do not forget the exterior of the oven drawer as well.
- Use oven cleaner to clean interior. Easy-Off Fume Free is an easy and odorless product that works well for this task. You may have to do some extra cleaning for stubborn spills. If so, please use a mild detergent, and/or a steel wool pad. If your oven is a self-cleaning oven, please follow the self-cleaning directions on the stove.
- Scour drip pans and rings with an S.O.S. pad and clean all food and spills from underneath the drip pans. (Do not use oven cleaner on the drip pans because it corrodes the surface and turns them black).
- Remove oven drawer – clean drawer and sweep out from under the drawer. Be careful not to wipe the ash from the oven into your clean oven drawer.
- Clean exhaust hood (exterior as well as grease under the hood) and clean the fan filter over the stove.
- Make sure broiler pan is completely clean and placed in the bottom of the stove drawer. Easy-Off Fume Free oven cleaner works well on the broiler pan using the “cold” directions on the back of the can.
- Clean walls, cabinets and floor under and around stove.

##### Refrigerator:

- Wash all inside and outside surfaces.
- Do not forget the crisper drawer (inside and underneath).
- Dump all ice from icemaker and wash the receptacle and maker. Lift the lever to the off position.
- Clean all drawers, compartments and shelves.

##### Cabinets and Countertops:

- Interior of cabinets should be free of shelf lining, crumbs and dust. Do not forget the drawers.
- All exterior cabinets should be wiped down to remove water spots and food drips or spills.
- Wipe off all countertops.
- Clean the tops of the cabinets.

##### Dishwasher:

- Thoroughly clean inside and out and around the edges – especially the door.
- Clean out any glass or plastic in bottom of dishwasher and around the spray arm.

#### Kitchen Floor:

- Sweep the floor to remove all dirt and debris.
- If the floors have been cleaned on a regular basis, a disinfecting cleaner should be all you need to mop the floors. DO NOT APPLY ANY TYPE OF FLOOR WAX.

#### Kitchen Sinks:

- Kitchen sinks should be scrubbed and free of water spots and stains.
- Make sure that the kitchen faucet is clean – pay special attention to the area around the faucet knobs.
- Make sure garbage disposal is free of all food/objects.

#### Washer/Dryer:

- Washer should be cleaned inside and out. The exterior should be wiped down and the control turned to the “off” position.
- Dryer should be cleaned inside and out. Please remove all debris/lint from the lint trap. The exterior should be wiped down and the control turned to the “off” position.

#### Bathroom:

- Wash inside and outside of vanity. Wipe or scrub all drawers and cabinets, and wipe off counter top.
- Clean the exterior and interior of the medicine cabinet.
- Clean the mirror with Windex or similar product.
- Thoroughly scrub all ceramic tiles around the bathtub. Use a product such as Tilex or Scrub Free to clean the grout as well as the ceramic tiles. You may have to clean the tiles around the soap dish several times to get them to shine and be free of soap film. Scour the bottom and sides of the tub with Comet or Ajax until all dirt and soap residue is gone. Do not forget to scour the soap dish and temperature knobs as well. Make sure there are no rust rings on the edge of the tub.
- Clean vanity sink including the faucet (sometimes a toothbrush must be used around the knobs to get them completely clean).
- Clean toilet bowl and tank; make sure exterior of toilet, lid and bowl are clean. Pay special attention to the base of the toilet.
- Sweep and mop the bathroom floor. (Please review the advice given under Kitchen Floor.)

#### Windows:

- Wash interiors of all windows with Windex or similar product.
- Wipe down the top (locks) and tracks of all windows. Also wipe down all windowsills.

#### Bedrooms:

- Wipe down all furniture ((if provided)
- Clean ceiling fan – blades and lights (if provided).
- Clean all glass with Windex or similar product.

#### Walls:

- All walls free of marks, stains and damage.

#### General Items:

- All mini-blinds must be completely clean.
- Clean all doors on both sides – including closets.
- Wash all closet and pantry shelves.
- Thoroughly vacuum all carpeting.
- Wash all light fixtures to remove dust and bugs.
- Clean all fingerprints/grime from walls, doors, and light switches.
- Remove small nails from the wall. **DO NOT FILL IN THE NAIL HOLES.** If you used larger nails, screws or molly bolts, you are responsible for removing them and returning the wall to its original condition.
- All light bulbs should be working.
- You are responsible for the cleaning and any damages to the carpet from stains or soils. If you had a pet in your apartment at any time during the Lease term, you will be held responsible for any damages caused by your pet, which may include the cost of replacement of carpet, pad and tack strip.
- Do not leave any of your personal belongings, including furniture owned by you, or trash in the apartment. Removal by our staff will result in a charge back to you.
- Do not use bleach of any kind.
- Please refer to the following list for some recommendations on cleaning products:

#### Recommended Products:

- Disinfecting cleaners such as 409, Fantastik or Windex Glass & Surface work great on most surfaces (furniture, ceiling fans, baseboards, etc.).
- S.O.S Pads will help you easily clean your oven and drip pans.
- Disinfecting and Non-sudsing cleansers with the ability to cut grease, such as Top Job or Mr. Clean are perfect for the kitchen and bathroom (countertops, floors, exhaust fan, vanity, etc.).
- Ajax or Comet to scrub the sinks and bathtubs.
- Windex Glass & Surface for all mirrors and doors.
- For the shower tiles, you'll need soap scum and grout cleaners such as Tilex or Scrub Free.
- Disinfecting toilet bowl cleaner such as Lysol Cling Free.

#### B. Damages

We reserve the right to charge for damages beyond ordinary wear and tear to the apartment, furniture, appliances, carpet, blinds and floor coverings. We can also assess charges if the entire apartment, including range, refrigerator, bathrooms, closets, cupboards, furniture and floors are not clean, regardless of condition at time of move-in.

#### C. Standard Damage and Cleaning Charges

See Standard Damage Charges on following page.

# STANDARD DAMAGE CHARGES

The following information is provided to assist you in your move-out and expedite the return of your security deposit.

1. Be sure all rent and other charges have been paid.
2. Turn in all keys, access cards, and parking stickers upon move-out to the front office.
3. Supply Forwarding Address to management for return of Security Deposit.
4. All belongings/possessions must be removed from the unit prior to Check-Out.

Below is a list of ESTIMATED CHARGES that may be assessed should cleaning/repairs/replacements be required to prepare the unit/bedroom for future occupancy.

These charges are ESTIMATES AND AVERAGES, and may not include specialized labor or parts. If any items are MISSING OR DAMAGED to the point that they must be replaced, when you move out, you will be charged for the current cost of the item, plus labor and service charges. If Owner incurs a higher cost for replacing an item, you will be responsible for paying the higher cost. There may be additional charges for smoke damage, such as paint, deodorizer, etc. Any upholstery repair or cleaning of furniture (if provided) may be charged to the resident(s).

| Category         | Item                         | Price    | Admin Fee | Total    | Category                     | Item                                | Price    | Admin Fee | Total    |
|------------------|------------------------------|----------|-----------|----------|------------------------------|-------------------------------------|----------|-----------|----------|
| <b>Bathroom</b>  | Cabinet                      | \$200.00 | 15%       | \$230.00 |                              | Lamp                                | \$45.00  | 15%       | \$51.75  |
|                  | Shower Head                  | \$10.00  | 15%       | \$11.50  |                              | Dining Chair                        | \$65.00  | 15%       | \$74.75  |
|                  | Towel Rack Rod               | \$10.00  | 15%       | \$11.50  |                              | Couch                               | \$350.00 | 15%       | \$402.50 |
|                  | Towel Rack Holder            | \$45.00  | 15%       | \$51.75  |                              | Nightstand                          | \$115.00 | 15%       | \$132.25 |
|                  | Soap Dish/Tooth Brush Holder | \$45.00  | 15%       | \$51.75  |                              | Furniture Set-Up                    | \$25.00  | 15%       | \$28.75  |
|                  | Toilet Seat                  | \$35.00  | 15%       | \$40.25  |                              | Furniture to be Removed             | \$25.00  | 15%       | \$28.75  |
|                  | Tank Lid                     | \$40.00  | 15%       | \$46.00  |                              | Mattress                            | \$130.00 | 15%       | \$149.50 |
|                  | Tank                         | \$125.00 | 15%       | \$143.75 |                              | Dresser Repair                      | \$40.00  | 15%       | \$46.00  |
|                  | Toilet Base                  | \$150.00 | 15%       | \$172.50 |                              | Love Seat                           | \$350.00 | 15%       | \$402.50 |
|                  | Complete Toilet Replacement  | \$350.00 | 15%       | \$402.50 |                              | Chair - Upholstered                 | \$150.00 | 15%       | \$172.50 |
|                  | Shower Rod                   | \$25.00  | 15%       | \$28.75  |                              | Dresser Drawer Replacement          | \$45.00  | 15%       | \$51.75  |
|                  | Medicine Cabinet             | \$50.00  | 15%       | \$57.50  |                              | Entertainment Center                | \$150.00 | 15%       | \$172.50 |
| <b>Furniture</b> | Bath Fan                     | \$90.00  | 15%       | \$103.50 | <b>Windows &amp; Mirrors</b> | Bedroom Windows                     | \$100.00 | 15%       | \$115.00 |
|                  | Bath Sink                    | \$200.00 | 15%       | \$230.00 |                              | Mini-Blinds                         | \$50.00  | 15%       | \$57.50  |
|                  | Faucet                       | \$55.00  | 15%       | \$63.25  |                              | Closet Sliding Door - Glass         | \$125.00 | 15%       | \$143.75 |
|                  | Tub Diverter                 | \$35.00  | 15%       | \$40.25  |                              | Patio Sliding Door - Glass          | \$435.00 | 15%       | \$500.25 |
|                  | Shower Knob                  | \$25.00  | 15%       | \$28.75  |                              | Mini-Blind Twist Rod                | \$10.00  | 15%       | \$11.50  |
|                  | Wall Tile Replacement        | \$200.00 | 15%       | \$230.00 |                              | Bedroom Screen                      | \$35.00  | 15%       | \$40.25  |
|                  | Sink Stopper                 | \$15.00  | 15%       | \$17.25  |                              | Patio Screen Door replacement       | \$85.00  | 15%       | \$97.75  |
|                  | Tub Stopper                  | \$15.00  | 15%       | \$17.25  |                              | Patio Screen Door rescreen          | \$50.00  | 15%       | \$57.50  |
|                  | Bed Frame Legs               | \$5.00   | 15%       | \$5.75   | <b>Walls</b>                 | Star Removal                        | \$50.00  | 15%       | \$57.50  |
|                  | Boxspring                    | \$55.00  | 15%       | \$63.25  |                              | Wall Paper Removal (per ft)         | \$5.00   | 15%       | \$5.75   |
|                  | Bed Frame                    | \$40.00  | 15%       | \$46.00  |                              | Holes through wall (< 1 ft)         | \$50.00  | 15%       | \$57.50  |
|                  | Dresser                      | \$250.00 | 15%       | \$287.50 |                              | Holes through wall (1 ft or larger) | \$200.00 | 15%       | \$230.00 |
|                  | Desk Frame Repair            | \$40.00  | 15%       | \$46.00  | <b>Painting</b>              | Touch-Up Paint (Bedroom)            | \$40.00  | 15%       | \$46.00  |
|                  | Cocktail Table               | \$175.00 | 15%       | \$201.25 |                              | Touch-Up Paint (Common Area)        | \$85.00  | 15%       | \$97.75  |
|                  | Stools (Per Stool)           | \$45.00  | 15%       | \$51.75  |                              | Painting (Bedroom)                  | \$125.00 | 15%       | \$143.75 |
|                  | End Table                    | \$145.00 | 15%       | \$166.75 |                              |                                     |          |           |          |
|                  | Dining Table                 | \$200.00 | 15%       | \$230.00 |                              |                                     |          |           |          |
|                  | Desk                         | \$300.00 | 15%       | \$345.00 |                              |                                     |          |           |          |

| Category                 | Item                                     | Price      | Admin Fee | Total      | Category                      | Item                             | Price      | Admin Fee | Total      |
|--------------------------|--|------------|-----------|------------|-------------------------------|----------------------------------|------------|-----------|------------|
| <b>Carpet</b>            | Painting (Common Area)                   | \$150.00   | 15%       | \$172.50   |                               | Microwave                        | \$200.00   | 15%       | \$230.00   |
|                          | Door Painting                            | \$25.00    | 15%       | \$28.75    |                               | Oven                             | \$450.00   | 15%       | \$517.50   |
|                          | Painting (Exterior Door)                 | \$55.00    | 15%       | \$63.25    |                               | Dents in refrigerator (per dent) | \$35.00    | 15%       | \$40.25    |
|                          | Painting (One Wall)                      | \$25.00    | 15%       | \$28.75    |                               | Dents in stove (per dent)        | \$35.00    | 15%       | \$40.25    |
|                          | Painting (Two Walls)                     | \$50.00    | 15%       | \$57.50    |                               | Washer                           | \$450.00   | 15%       | \$517.50   |
|                          | Painting (Three Walls)                   | \$75.00    | 15%       | \$86.25    |                               | Dryer                            | \$375.00   | 15%       | \$431.25   |
|                          | Shampoo Bedroom                          | \$45.00    | 15%       | \$51.75    |                               | Vent Hood                        | \$90.00    | 15%       | \$103.50   |
|                          | Shampoo Common Area                      | \$85.00    | 15%       | \$97.75    |                               | Drip Pan Set                     | \$10.00    | 15%       | \$11.50    |
|                          | Carpet Replacement (Bedroom)             | \$325.00   | 15%       | \$373.75   |                               | Dishwasher                       | \$350.00   | 15%       | \$402.50   |
|                          | Carpet Replacement (1 Bedroom)           | \$600.00   | 15%       | \$690.00   |                               | Ice Maker                        | \$100.00   | 15%       | \$115.00   |
| <b>Cleaning</b>          | Carpet Replacement (2 Bedroom)           | \$900.00   | 15%       | \$1,035.00 |                               | Crisper shelf in refrigerator    | \$45.00    | 15%       | \$51.75    |
|                          | Carpet Replacement (3 Bedroom)           | \$1,300.00 | 15%       | \$1,495.00 |                               | Oven door replacement            | \$100.00   | 15%       | \$115.00   |
|                          | Carpet Replacement (4 Bedroom)           | \$1,600.00 | 15%       | \$1,840.00 |                               | Microwave door                   | \$65.00    | 15%       | \$74.75    |
|                          | Bedroom (Light Cleaning)                 | \$50.00    | 15%       | \$57.50    |                               | Refrigerator handle              | \$35.00    | 15%       | \$40.25    |
|                          | Bedroom (Heavy Cleaning)                 | \$100.00   | 15%       | \$115.00   |                               | Oven door handle                 | \$35.00    | 15%       | \$40.25    |
|                          | Trash Removal (per bag)                  | \$25.00    | 15%       | \$28.75    |                               | Shelf retainers in refrigerator  | \$30.00    | 15%       | \$34.50    |
|                          | Bedroom Cleaning                         | \$70.00    | 15%       | \$80.50    |                               | Range Filter                     | \$10.00    | 15%       | \$11.50    |
|                          | Stove Cleaning                           | \$45.00    | 15%       | \$51.75    |                               | Cabinets                         | \$1,500.00 | 15%       | \$1,725.00 |
|                          | Refrigerator Cleaning                    | \$35.00    | 15%       | \$40.25    |                               | Cabinet doors                    | \$45.00    | 15%       | \$51.75    |
|                          | Trash Removal (per large item/furniture) | \$100.00   | 15%       | \$115.00   |                               | Drawer                           | \$50.00    | 15%       | \$57.50    |
| <b>Doors &amp; Locks</b> | Labor Charge (per hour)                  | \$27.50    | 15%       | \$31.63    |                               | Counter Top                      | \$600.00   | 15%       | \$690.00   |
|                          | Replace Lock - Non-Electronic            | \$55.00    | 15%       | \$63.25    |                               | Microwave Tray or receptacle     | \$35.00    | 15%       | \$40.25    |
|                          | Replace Lock - Electronic                | \$200.00   | 15%       | \$230.00   | <b>Lights and Globes</b>      | Light bulb                       | \$2.00     | 15%       | \$2.30     |
|                          | Re-Program Lock                          | \$85.00    | 15%       | \$97.75    |                               | Flood lamp                       | \$5.00     | 15%       | \$5.75     |
|                          | Replace Gate Card                        | \$100.00   | 15%       | \$115.00   |                               | Laundry Room Globe               | \$35.00    | 15%       | \$40.25    |
|                          | Proximity Reader Card                    | \$25.00    | 15%       | \$28.75    |                               | Ceiling Fan Light Globe          | \$35.00    | 15%       | \$40.25    |
|                          | Closet Key                               | \$15.00    | 15%       | \$17.25    |                               | Dining Room Globe                | \$35.00    | 15%       | \$40.25    |
|                          | Mailbox lock replacement                 | \$35.00    | 15%       | \$40.25    |                               | Dining Room Light Fixture        | \$75.00    | 15%       | \$86.25    |
|                          | Door Cleaning (Per Side)                 | \$15.00    | 15%       | \$17.25    |                               | Kitchen Light Cover              | \$45.00    | 15%       | \$51.75    |
|                          | Door refinishing                         | \$35.00    | 15%       | \$40.25    | <b>Miscellaneous</b>          | Thermostat                       | \$35.00    | 15%       | \$40.25    |
| <b>Kitchen</b>           | Door Frame replacement                   | \$150.00   | 15%       | \$172.50   |                               | Receptacle replacement           | \$25.00    | 15%       | \$28.75    |
|                          | Bedroom/Bathroom door replacement        | \$100.00   | 15%       | \$115.00   |                               | Switch replacement               | \$25.00    | 15%       | \$28.75    |
|                          | Front door replacement                   | \$250.00   | 15%       | \$287.50   |                               | Face Plate for switch            | \$5.00     | 15%       | \$5.75     |
|                          | Peep-Hole Replacement                    | \$25.00    | 15%       | \$28.75    |                               | Ceiling Fan                      | \$125.00   | 15%       | \$143.75   |
|                          | Door frame repair                        | \$75.00    | 15%       | \$86.25    |                               | Air Duct vent                    | \$25.00    | 15%       | \$28.75    |
|                          | Door Stops                               | \$5.00     | 15%       | \$5.75     | <b>Fire Safety/ Emergency</b> | False Fire Alarm                 | \$1,000.00 | 15%       | \$1,150.00 |
|                          | HVAC Door                                | \$75.00    | 15%       | \$86.25    |                               | False Panic Alarm                | \$250.00   | 15%       | \$287.50   |
|                          | Vanity Door                              | \$60.00    | 15%       | \$69.00    |                               | False Intrusion Alarm            | \$250.00   | 15%       | \$287.50   |
|                          | Door Bell                                | \$75.00    | 15%       | \$86.25    |                               | Replace Exit Sign                | \$50.00    | 15%       | \$57.50    |
|                          | Door Bell Cover                          | \$15.00    | 15%       | \$17.25    |                               | Recharge Fire Extinguisher       | \$200.00   | 15%       | \$230.00   |
|                          | Burn in Counter Top (per burn)           | \$35.00    | 15%       | \$40.25    |                               | Replace Fire Extinguisher        | \$150.00   | 15%       | \$172.50   |
|                          | Kitchen Sink                             | \$125.00   | 15%       | \$143.75   |                               | Replace Smoke Detector           | \$85.00    | 15%       | \$97.75    |
|                          | Faucet                                   | \$80.00    | 15%       | \$92.00    |                               | Sprinkler Head Replacement       | \$200.00   | 15%       | \$230.00   |
|                          | Disposal                                 | \$90.00    | 15%       | \$103.50   |                               |                                  |            |           |            |
|                          | Refrigerator                             | \$350.00   | 15%       | \$402.50   |                               |                                  |            |           |            |

## **VII. COVID-19 RULES AND REGULATIONS**

The policies and guidelines contained herein are attached to and made a part of your Apartment Lease Contract (the "Lease"). As such, you should read this information carefully as you agree to be bound by these policies. You are also responsible for your guest's compliance with all policies and guidelines. Violations of rules contained in the Resident Handbook may be subject to fines leading up to eviction. We have a right to change or update the Resident Handbook from time to time as we deem necessary. Any changes will be effective and a part of the Lease once they have been delivered to you or posted in a public area of the community used for such purposes. The terms "you" and "your" refer to all residents listed on the Lease. The terms "we", "us", and "our" refer to Management/Owner listed on the Lease. All terms in this specific update shall have the same meaning as in the Lease.

According to the Centers for Disease Control (the "CDC"), COVID-19 is a highly contagious disease that is spread by respiratory droplets released when people talk, cough, sneeze, or come in contact with a contaminated surface then touch their face, nose and/or mouth.

In accordance with state and local orders, and guidance from public health authorities, in order to minimize the potential transmission of COVID-19, our Apartment Community (the "Property") has promulgated the rules and regulations listed below (collectively, the "Rules"). The Rules are in addition to the rules and regulations reflected in the Resident Handbook and are incorporated into each resident's lease. Failure to abide by the Rules, and the Rules and Regulations of the Property, shall constitute a violation of the resident's lease, entitling the Property to pursue all rights and remedies available under the lease and at law. The Rules apply to all areas outside of residential units (each individually a "Facility" and collectively the "Facilities"), including, but not limited to, all amenities, shared or common areas, and any items located therein.

### **Effective immediately:**

1. Prior to entering the Property, using any Facility, or entering any enclosed common area on the Property, all residents, guests, visitors, and vendors (individually, "You") must self-screen to determine if they have any of the following
  - i. Cough;
  - ii. Congestion;
  - iii. Shortness of breath or difficulty breathing;
  - iv. Chills;
  - v. Repeated shaking with chills;
  - vi. Muscle pain;
  - vii. Headaches;
  - viii. Sore throat;
  - ix. Runny nose;
  - x. Loss of taste or smell;
  - xi. Diarrhea;
  - xii. Fatigue; and/or
  - xiii. Feeling feverish or have a measured temperature of 100.4 degrees Fahrenheit or greater.

If You have any of the signs or symptoms listed above, or have been in close

contact with anyone who is confirmed to have COVID-19, **DO NOT USE ANY FACILITY**. You may resume using the Facilities after the self-quarantine or isolation period required or recommended by Your personal healthcare provider and the federal, state or local governmental public health authorities.

2. When on the Property You **must**:

- a. Comply with all posted signs and published rules relating to the use of specific Facilities, including occupancy limits, operating hours, and other protective measures.
- b. Abide by all health and safety guidelines issued by any federal, state, or local government public health authority, including, but not limited to, the CDC and the World Health Organization. These guidelines can be found online at their respective websites included for your reference here: [www.coronavirus.gov](http://www.coronavirus.gov) and [www.who.int](http://www.who.int).
- c. Maintain safe physical distancing (at least 6 feet from others, except members of the same household) whenever possible.
- d. Avoid, and not host, gatherings of more than five (5) people, or such other number as may be set by federal, state and/or local governmental public health authorities.
- e. Avoid physical forms of greeting (e.g. handshakes) with other residents, guests, vendors and/or Property staff (except members of the same household).
- f. Wear a face covering over your nose and mouth. This requirement does not apply to babies and children under the age of two, and anyone who has trouble breathing, is unconscious, or has a specific medical condition that prevents them from wearing facial covering. Facial coverings are not required when eating, drinking, however, appropriate physical distancing must be maintained during those times a face covering is not worn.
- g. Exercise appropriate personal hygiene, including:
  - i. Washing Your hands frequently with soap and hot water for at least 20 seconds. If you are unable to do so, You must use hand sanitizer that contains at least 60% alcohol. At a minimum this applies when You, enter any Facility and after You: interact with any other resident, guest, vendor or staff; handle mail or packages; and cough or sneeze.
  - ii. Avoiding touching your eyes, nose, and mouth.
  - iii. Covering your mouth and nose with a tissue when you cough or sneeze or doing so into the inside of your elbow.
  - iv. Throwing used tissues in the trash and immediately washing Your hands or using hand sanitizer.
- h. Clean and disinfect any piece of equipment, furniture, or high-touch surface, located in any Facility, before and after You touch it. If cleaning and disinfecting products are not provided, You must bring cleaning and disinfecting wipes that meet CDC standards with You.
- i. Not move any indoor or outdoor furniture. Such items have been strategically arranged to ensure appropriate physical distancing.



3. If You receive a confirmed positive test for the illness, **INFORM ONE OF THE PROPERTY STAFF IMMEDIATELY VIA EMAIL OR PHONE CALL, AND DO NOT USE THE FACILITIES.** You must cooperate with Property staff and/or public health authorities in providing information that will allow them to determine whether You may have exposed other residents, Property staff, guests, visitors, vendors, or others to COVID-19. It may be necessary for Property staff to make a general disclosure to inform other residents that a co-resident, guest, visitor and/or vendor tested positive for COVID-19, but Property staff will maintain confidentiality as, and to the extent, required by applicable law. In some situations, Property staff may be required to discuss cases of COVID-19 with public health officials to support contact tracing.
4. Residents are responsible for ensuring that their guests and visitors comply with these Rules.
5. The Property, in its sole and absolute discretion, may amend the Rules from time to time, without notice or obligation to any resident, guest, visitor or vendor. Such amendments may include, but are not limited to: limiting the number of guests and visitors that You may bring to or through the Facilities; restricting access to, or use of, the Facilities; and/or requiring additional actions by any resident, guest, visitor or vendor entering or using the Facilities.

**Anyone using any of the Facilities does so at their sole risk, and expressly agrees to assume all risks of every type, including, but not limited to, risks of personal injury or property damage, of whatever nature or severity, related to their use of the Facilities. To the fullest extent permissible by applicable law, anyone using the FACILITIES, including any resident(s), agrees to hold the PROPERTY, ITS STAFF, AGENTS, OFFICERS, PARTNERS, EMPLOYEES, ASSIGNS, SUBSIDIARIES AND AFFILIATES, harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that they may have against SUCH PERSONS OR ENTITIES that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.**

**THE TERMS OF THESE RULES SHALL APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS, GUESTS, AND VISITORS, TOGETHER WITH THEIR HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES. RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE AND THESE RULES, AND RESIDENT(S) INTENDS TO AND SHALL INDEMNIFY AND HOLD THE PROPERTY, ITS STAFF, AGENTS, OFFICERS, PARTNERS, EMPLOYEES, ASSIGNS, SUBSIDIARIES AND AFFILIATES HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. THE RESIDENT(S) UNDERSTANDS THAT THE PROPERTY, ITS STAFF, AGENTS, OFFICERS, PARTNERS, EMPLOYEES, ASSIGNS, SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT ANY OF THE FACILITIES ARE FREE OF COVID-19 OR THAT PERSONS USING THE FACILITIES ARE NOT INFECTED WITH COVID-19. THE PROPERTY DISCLAIMS, EXCLUDES AND DENIES ALL WARRANTIES AND ANY OTHER IMPLIED WARRANTIES AS TO THE PHYSICAL CONDITION AND OPERATION OF THE FACILITIES, AND ANY**

**EQUIPMENT PROVIDED THEREIN. THE FOREGOING RELEASE SPECIFICALLY INCLUDES ANY CLAIMS RELATED TO EXPOSURE TO AND/OR INJURY, ILLNESS, AND/OR DEATH FROM COVID-19.**

