



GMH COMMUNITIES™

RESIDENT **HANDBOOK**

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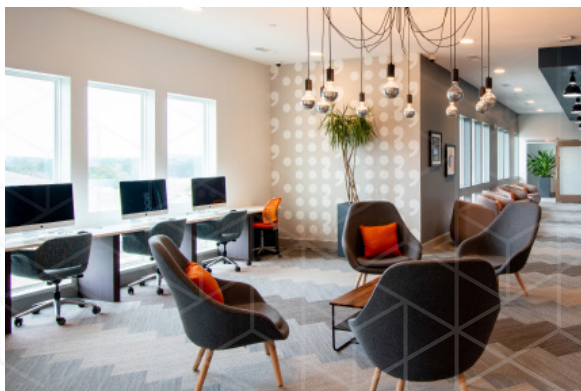
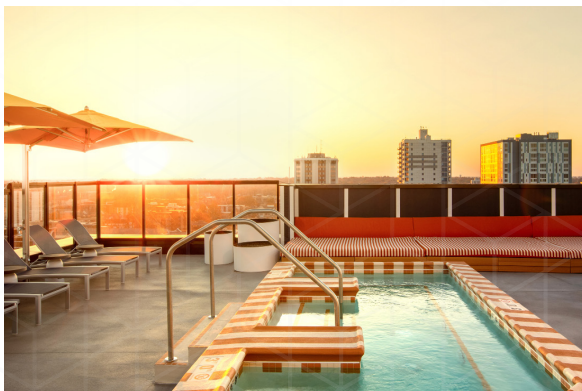
Welcome to your new community! Our goal is to provide superior service to our residents. We strive to treat all residents with respect, enthusiasm, and a positive attitude in every encounter.

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). 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 the leasing office.



# THE APARTMENT

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## A. APPEARANCE

### 1. PATIOS/BALCONIES

Patios and balconies must be kept orderly and clean. Only outdoor furniture and related patio items may be placed on any patio/balcony. Trash, drying towels/clothes, and other unattractive or large items may not be stored on patios and balconies. Use of gas or charcoal grills on the patios and balconies is not allowed and subject to fines from both the Apartment Community and the Fire Marshall. Items of any kind should not be placed on the ledges or protrude from the railing. Hooks/levers for hanging plants or hammocks are not allowed. Management has the right to limit the number of people on a balcony at any given time. No motorbikes or mopeds are allowed on balconies or patios. Nothing should be thrown or dropped from balconies or patios. Additionally, the Owner reserves the right to close or deny access to balconies, patios, and other Common Area spaces in or around the Unit or the Community when deemed necessary at any time and for any duration, for the safety or enjoyment of the Community or its neighbors, and at the Owner's sole option and discretion.

### 2. FLAGS/SIGNS

Signs and banners may not be hung from patios, balconies, windows or from any area that would be seen 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 10 days prior to installation and following all subsequent installation policies, paying additional security deposits, and any other requirements as directed.

### 4. IN-UNIT UTILITY CLOSETS

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

### 5. WINDOWS/CURTAINS

Windows and doors cannot be blocked. If provided, blinds cannot be removed without written permission from Owner. Aluminum foil, tinting, cardboard, signs, etc. may not be placed over windows where they can be seen from the exterior. All window treatments installed by you must be removed at the end of the Lease term. Any damage caused by curtains, blinds, or other décor hung/applied by you will be repaired and charged to you. Holiday decorations/lights must be taken down within one week of the holiday, and subject to all other conditions of the Lease and this Handbook.

Nothing shall be thrown out of the windows or doors. Do not 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, have an inappropriate message, are a trip hazard, or any other reason we deem necessary. Colored light bulbs are prohibited in all exterior fixtures.

In 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 their removal and any repairs needed.

### 7. PUBLIC AREAS

For the safety of all residents and to preserve the appearance of the community, please do not keep any personal belongings in the walkways, hallways or entranceways. Please do not gather in the hallways.

### 8. GROUNDS

Lawn areas must be kept free of litter, cigarette butts, bicycles and other equipment. Fines may be imposed if the lawns or landscaped areas are used as animal relief areas.

## 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. If your apartment community allows valet trash, trash must be in designated bins during the designated hours assigned to the property. This information is provided by the leasing office. 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.

## B. 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.

## C. APARTMENT ENTRY

We respect your right to privacy. Without prior written consent, we will not give any person access to your apartment unless they have a lease to occupy the Premises. However, our staff may enter your apartment when we deem reasonably necessary, including but not limited to as follows:

- in case of an emergency
- when you have abandoned or surrendered the apartment
- to make necessary or agreed repairs, alterations or improvements
- to inspect, open or lock, or perform make ready work on vacant bedrooms
- to supply necessary or agreed services
- to test smoke detectors and complete health & safety inspections
- to examine your apartment for prospective or actual purchasers, mortgagors, residents, workers or contractors routine inspections
- with your prior permission, or
- as otherwise allowed by law

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

## D. HEALTH AND SAFETY INSPECTIONS

We will perform routine apartment inspections to ensure health and safety standards are being met and to identify potential hazards. You will receive advance notification and the inspections will focus on the following:

### Safety Equipment

- Smoke detectors
- Sprinkler heads
- Other security features (self-closing door hinges, window & door locks, etc.)

### Fire Hazards

- Frayed and/or overloaded electrical wiring
- Stacks of newspapers or magazines
- Covered heaters
- Build-up of grease in ovens, broilers, or on stovetops
- Storage of gasoline or other flammable materials, or gas powered vehicles in unit

### Health Hazards

- Garbage or food improperly disposed of
- Unsanitary bathroom conditions
- Unreported water intrusion/leaks

Corrective warning notices will be communicated within a reasonable time following the inspection. Any violations that mandate an immediate fine will also be communicated via such means and will be considered due and payable upon receipt.

## E. PERSONAL PROPERTY RESTRICTIONS

You and your guests are not allowed to place any unusually heavy objects on the floor, i.e. pool tables, waterbeds, kegs, etc. You and your guests agree not to keep firearms, ammunition, explosives, gasoline, dangerous or hazardous materials in your apartment, storage facility or balcony.

## F. 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 bicycle rider 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 high-quality lock and properly secure it to the bicycle rack. Bicycles may only be secured to bicycle racks. Bicycles must be removed from property on your scheduled move-out day.

**G. BUSINESS/PRIVATE ENTERPRISES**

Operating 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.

**H. PETS**

No animals (including mammal, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the Property unless we have authorized so in writing, except in the case of Service Animals. If you are found to have an unauthorized animal, you will be subject to a minimum fine of \$250 for each occurrence. Evidence of a pet, as determined by us is sufficient grounds; the pet does not have to be witnessed by us. Multiple occurrences may be subject to additional fines and leading up to and including eviction. Service Animals are allowed & welcome with proper documentation and written approval from management.

If the community allows pets and you acquire a pet while living at the community, you agree to instantly notify us, pay any associated pet fees and pet rent (if required), complete a Pet Addendum, and adhere to all policies contained in the Pet Addendum and this Handbook. Some breeds are limited.

You must have the written consent of all roommates prior to buying/adopting a pet. If you renew your lease, you must obtain written consent from all roommates in the unit assigned to you for the next lease term. If your roommates do not approve, you must move to a single room, rent an entire unit, if available, or remove the pet from your apartment.

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 Pet Addendum. Pet rent may be adjusted at the beginning of every Lease term.
- All pets must wear an identification tag.
- 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 pets 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 reasonable fee per incident will be charged. Multiple occurrences may require permanent removal of the pet.
- 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, 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. Some circumstances can dictate removal of pet within 24 hours.
- Pets must comply with weight and other restrictions imposed by Owner. Restrictions may be provided by the leasing office.
- You will not exceed the number of allowable pets per apartment as set out by the Pet Addendum.
- Periodic apartment inspections may be made to determine the condition of your apartment, with regards to your pet.
- Management must be made aware of any pet occupancy changes that occur.
- The only pet allowed is the pet(s) listed in the Pet Addendum, as approved by us.
- You are allowed to keep the pet(s) listed in the Pet Addendum only during your current Lease term.
- If a pet is permitted, you agree to pay a fee upon signing the Pet Addendum. This fee does not cover damages, will not be applied toward any damages, and is non-refundable.
- If a pet is permitted, you may be required to pay a refundable pet deposit as defined in the Pet Addendum. The pet deposit will be refunded only after the lease has ended if no damages to apartment or Community are assessed against you.

# THE 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 or other circumstances as necessary. If the office is closed, a sign or notice will be placed on the front entrance to the management office or in other high traffic areas. The sign will include information as to when the office will be closed, when the office will re-open and the telephone number for maintenance emergencies. For holidays or when the staff is attending training or other professional meetings, we will provide reasonable notice by posting signs on front entrance to the management office, or in high traffic areas.

**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. AMENITY AREAS

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 must agree to abide by the rules as set out below. You must accompany your guests at all times in the amenity areas. Failure to comply with the rules is considered sufficient cause for any action deemed necessary by us, including barring of violators from the use of the amenity areas.

Use of the amenity areas 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.

We reserve the right to limit access, close down whole areas or spaces, and disperse groups from any amenity space or community area without prior notice.

Some recreational or multimedia 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 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 agree to return all equipment in good working condition (except for reasonable wear and tear) within the designated time frame. You agree to check out equipment at your own risk and will not hold us liable for any possible damage. You authorize us to charge your rental account the total amount owed, including full market value of all items not returned in good working condition (except for reasonable wear and tear). 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. GENERAL RULES FOR ALL AMENITY SPACES:

- No smoking or alcoholic beverages are allowed in the amenity areas unless otherwise posted.
- No pets are allowed in the amenity areas.
- Attendants are not provided.
- Operating hours are posted. We reserve the right to change operating hours at any time without notice.
- All trash must be put in the appropriate containers placed in and around the amenity areas. Please help keep the amenities clean.
- 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 amenity areas at any time.
- No intoxicated person is allowed in the amenity areas. See posted rules for community specific policies on drinking alcoholic beverages.
- No abusive language will be tolerated.
- We are not responsible for loss or damages of any kind, including life or limb, or for any personal property.
- Report vandalism and unauthorized users.

#### 2. 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 only. Your guests are not 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 a 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, with appointments taking precedence over walk-ins.
- In order to give each resident an opportunity to use the tanning facilities, "standing appointments" are not permitted. Furthermore, 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 must 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.

### 3. POOL RULES

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

- SWIM AT YOUR OWN RISK. All people 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.
- You and your guests must shower before entering the pool.
- Dressing must be done in your apartment.
- Please use greaseless suntan lotion instead of oil-based products.
- Each apartment is limited to two guests in the pool area at a time. You must accompany guests at all times. If you have additional guests, contact the office to obtain permission.
- The pool may be closed at any time due to broken glass, a mechanical breakdown, weather conditions, or any operational problem. Prior notification of pool closings may not always be possible.
- No running, pushing, wrestling, ball playing or causing undue disturbances in or around the pool area.
- Admission to anyone with a potential health concern (visible skin abrasions, inflamed eye infections, bandages, etc.) may be denied.
- No street footwear will be permitted on the concrete apron portion of the pool..

### 4. FITNESS CENTER RULES

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

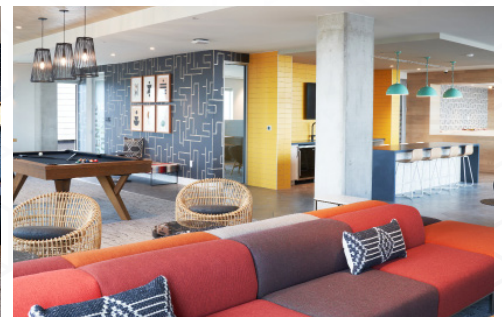
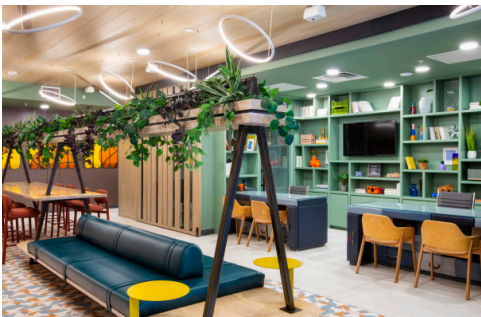
- You are limited to one guest and you must accompany your guest at all times while using the Fitness Center.
- Person's ages 16 years and younger are not allowed to use the Fitness Center.
- No wet clothing in the Fitness Center.
- Keep body clear of weights and other moving parts when using fitness equipment.
- Do not make repairs on fitness equipment. Please report needed repairs immediately to the leasing office.
- Do not use, adjust or operate fitness equipment beyond your physical limitations.
- 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.
- We recommend exercising with a partner.
- Please wipe down the fitness equipment with a clean towel once you are done.

### 5. BASKETBALL/TENNIS/VOLLEYBALL

- Do not hang from goals or lean on nets.
- Only non-marring soled-shoes are permitted.
- Children are not allowed unless accompanied by parent or legal guardian.

### 6. CLUBHOUSE/GAME ROOM/THEATRE ROOM

- Rentals may be available; please contact the office for details.
- No wet clothing is permitted in the Clubhouse/Game Room/Theatre Room.





## 7. COMPUTER CENTER RULES

You must be aware that the computer, associated software and Internet access are 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, copyright, or trademark infringement. You also understand and agree to the following policies regarding use of the Computer and Internet.

- The Computer Center is for residents' personal use only. Your guests will not be allowed to use the Computer Center. No Commercial use of the computers or Internet is permitted.
- No browsing of web sites containing pornography or sexually explicit material or downloading or uploading of such materials
- 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").
- At most of our communities, copy services are available free of charge or for a minimal charge. 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 and desk top backgrounds 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.

## D. PARKING

You and your guests are required to abide by all parking regulations established by Management, as well as by the local police and fire marshal. These rules apply to all motorized vehicles, including cars, motorcycles, and scooters. We are not responsible for any damage to you or your guest's vehicle while parked at the community. For additional rules, please refer to the Parking Addendum and all posted signage. 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.

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. Additionally, you or your guests may be towed if you park in areas marked as Future Resident parking unless signage designates otherwise.

### 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 the vehicle owner's expense.

You understand that failure to abide by any of these parking conditions will result in the fines and consequences outlined in the Lease and/or in revocation of your ability to use guest or visitor parking.

## E. 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 calls for their involvement.

**F. GATES/ACCESS**

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

Gates are not intended to provide security or to ensure your safety and/or that of your guests. We will not be liable for any damages to you or your guest's vehicle to an access gate or access gate malfunction.

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 of \$50 will be charged.

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 block the gates or prop them open for any reason. Do not let children or pets near the gates. Do not enter through an exit gate. Do not walk through gates. Do not push gates with a vehicle.

**G. 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 \$50 replacement fee per device. A replacement device will not be issued until the replacement fee of \$50 is paid.

**H. CAR REPAIRS**

To maintain a beautiful community and for safety and environmental concerns, we ask that you schedule auto repairs outside of the community. Cars may only be washed in the community, if there is a designated area.

**I. MAIL DELIVERY**

In some cases, the United States Postal Service (USPS) does not sort or deliver mail to student housing apartment communities. In these instances, non-postal community employees will sort your mail. Whether the USPS or community employees sort your mail, we will not be responsible for any problems that may occur 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 & letter on all mail. You are responsible for your mail being correctly addressed.

**J. 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 to sign the Package Log in order to pick up packages from the office. We will not accept delivery on any item that must be placed inside your apartment, i.e., furniture, or C.O.D. deliveries. While we may accept delivered packages and will exercise care to hold them and give them to residents, we assume no liability for their loss, damage, theft, misdelivery, delays in delivery and/or failure of delivery.

Although we will do our best to accommodate, during high package volume times such as move in and the holidays, we reserve the right to refuse to accept and hold deliveries (as permitted by applicable law) of large boxes, numerous packages for the same resident, or as space and capacity permits. Deliveries of packages for future residents before your lease begins will not be accepted.

## THE LEASE

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**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 Statement of Rental Policy as posted in the leasing office of the community. You are required to comply with these limitations.

**B. CRYPTOCURRENCY USE.**

Residents are prohibited from engaging in any cryptocurrency mining activities or operations within their apartment.

**C. PAYING RENT**

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**

You can pay in person or by mail with a check, money order, certified or cashier's check, or you can pay online by Credit/Debit Card or E-Check. We cannot accept cash in the management office.

**E-Check Options.** E-check payments can be deducted from a checking or savings account. There are two options for E-Check: the first option is to make a one-time payment at an amount and date specified by you; the second option is to set up recurring monthly rental payments (ACH Payments) that are automatically processed on the first business day of each month. These services may include a convenience fee. \*Convenience fees are charged by a third party processing vendor and cannot be waived or reduced. We will absorb the convenience fees for all recurring e-check payments.

**Credit/Debit Card Options.** Credit and Debit Card payments can be made on a one-time basis or continued monthly. One-time payments are processed immediately (based on approval from management). This service may include a convenience fee. \*Convenience fees are charged by a third party processing vendor and cannot be waived or reduced.

**2. LATE PAYMENT AND RETURNED CHECKS**

If your rent payment is received (not postmarked) after the date specified on the Lease, you will be charged late fees as outlined in the Lease.

If a check is returned, a returned check fee of \$25 will be charged, and we may no longer accept checks for your rent payment or any other charges owed. At our option, we can require that all money payable to us is to be paid in cashier's check, money order or other certified funds, and we are not obligated to accept personal checks after prior returns or after rent is late.

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, NSF's, 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 an outstanding 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 after hours by dropping off your check, money order or cashier's check in the drop box at the management office if one is available. Be sure to include your name and apartment number on the check, 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.

Online payment options as described above are also available after-hours, however we are not liable for problems you may experience with website or portal functions and other factors out of our control, and any issues with their use are not sufficient grounds for a late Rent payment.

**D. TRANSFER POLICY**

Subject to availability, you will be allowed to transfer to a different unit or bed space within the community provided the following conditions are met:

- You must be in good standing prior to approval of transfer and all balances must be paid
- Your apartment will be inspected and if damages are assessed, all damages will be paid prior to approval of transfer
- You may 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.
- In addition to the above items, you may be required to pay a new security deposit

Transfers, even within the same apartment unit, may only take place with written approval from management.

**E. GUESTS**

A guest may not stay in your bedroom for more than three consecutive nights, two times within a calendar month (six nights total). Prior approval must be obtained from the management office for guests wishing to extend their stay. 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.

**F. 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.

**SUGGESTED GUIDELINES FOR CO-HABITATION:**

- Decide on a thermostat setting that all roommates agree to
- Organize the fridge/freezer for easy access and to easily see which items belong to whom
- Create a laundry schedule and discuss with your roommates if you need to change your schedule at any time
- If sharing a bathroom, have designated shower times to ensure time to get ready for class/work
- Decide who will be responsible for taking out the trash on which days
- Agree upon a level of cleanliness for all common areas

# PROTECTING YOURSELF

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## A. RENTER'S INSURANCE

You are responsible for obtaining renter's insurance for your personal belongings and to protect yourself against any liability. 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.

In general, renter's insurance is not expensive, and can provide substantial protection and peace of mind. You must obtain a renter's insurance policy with coverage for personal property and at least \$100,000 liability and you must provide evidence of such insurance coverage before moving in.

## B. KEYS AND KEY RELEASE

If you receive an access code, card or key, you agree to use the access code, card or key for your personal use. 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 of \$50 will be assessed for each item. If key or entry device is lost or stolen, you should notify us immediately. We are not obligated to, but if it is approved by us and you wish for us to release a key to your apartment to anyone not listed on the Lease, you must complete a Key Release Form (see a community representative to obtain form). You understand that it is your responsibility to notify us in writing should any person listed on a Key Release Form no longer have permission to access the apartment. You will inform person(s) listed on the key release that we will require valid photo identification prior to releasing any key or allowing access. 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.

## C. CRIME

We do not guarantee or assure your personal security. 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 report it to the management office.

## D. PERSONAL SAFETY

Though we do our best to provide a safe living environment, no community is exempt 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 these important safety guidelines inside your apartment as follows:

- Dial 911 for emergencies. If an emergency arises, call the appropriate authorities first, and then notify management.
- Lock your doors and windows - even when you are inside.
- Before 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/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 your keys are lost or stolen, call the leasing office or after hours emergency line immediately to re-key the apartment.
- Keep a complete list of the serial and identification numbers of computer and other electronics. This will help if 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 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 not home, particularly when you are on vacation or away for a long period of time.
- Leave a radio or television playing softly while you are gone.
- Immediately report the following to us in writing, dated and signed:
  - Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems
  - Close curtains, blinds and window shades at night or while you are not home.
  - 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 your 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 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 a nearby flowerpot. These are the first places a burglar will look.
- Do not give entry codes or electronic codes to anyone.
- 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 see suspicious persons loitering around the property, report them immediately to the proper authorities. DO NOT confront them yourself.
- Immediately report the following to Management: Any malfunction of safety devices outside your apartment such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railing, etc.

## E. FIRE SAFETY

Call 911 if there is a fire or if you see/smell 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 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:

- 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. Do not smoke in any interior spaces.
- Avoid cooking while intoxicated, taking medication or when sleepy.
- Test smoke detectors monthly to make sure they are working.
- Do not store gas-operated tools or vehicles 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.

## F. FIRE/EARTHQUAKE

If there is a fire, do not exit your apartment into the hallway or breezeway. First, calmly 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 nearest 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.



**G. SEVERE WEATHER PREPARATIONS**

- You should comply with all evacuation orders issued by local, state or federal departments. Do not wait for instructions from the community.
- Listen to the radio or television for the latest information - check the weather forecast before leaving for planned outdoor activities and postpone plans if severe weather is imminent.
- Before 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.
- Ensure your cell phone is fully charged the night before.
- Stock up on bottled water.
- Have a charged portable power bank available
- 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.
- The key to ensuring refrigerated/frozen food does not spoil 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 keep items in the freezer at a suitable temperature.

**H. FREEZING WEATHER**

If freezing weather is expected, 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 a longer period of time, please leave the thermostat set to "auto" and at a minimum of 55 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 may be liable for damages to your apartment and any other damaged areas.

**I. HOLIDAY CHECKLIST**

- If you plan to travel when rent is due, you should make prior arrangements for rent to be paid on time. If you are mailing your payment, make sure you allow ample time for it to reach us by the 1st of the month. You can also pay online through the Resident Portal
- In cold weather, set your heater on "auto" with the temperature set on 55. Be sure to leave cabinet doors open under all sinks.
- In hot climates, set your air conditioning on "auto" with the temperature set on 80.
- Leave a visible light on. You may want to use an automatic timer on one of your lamps.
- Do not leave notes on your door or post on social media that you are not home.
- Take any valuables (TV, stereo, computer, jewelry, etc.) with you.
- Make sure all windows and doors are locked.

# 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. They will contact the proper service personnel. For normal service requests, please submit a work order through the resident portal online or in the leasing office.

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

- An After-hours Emergency is defined as any failure 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.
- General Service Requests 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 completed on a first-come, first-served basis as quickly as possible. You can be fined for requesting an After-hours Emergency when the call is in fact just a 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
- 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
- Threatening situations such as: fire, police action, or broken windows, locks, doors, etc.
- Bio hazards
- Lock-outs (\$50 lock-out fee may apply)

**C. 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 \$50 per lock-out or as detailed in your Lease. Additional charges may be assessed for repeat occurrences. We cannot guarantee response or wait time.

**D. LIGHT BULBS**

Your apartment is supplied with light bulbs at time of move-in. After move-in, please submit a work order for any light fixtures with burned out bulbs. Please report unlit bulbs over walkways, halls, or common areas to us.

**E. FURNITURE**

The supplied furniture inside the apartment 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.

**F. SMOKE DETECTORS**

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.

**G. DRYING EQUIPMENT**

All maintenance drying equipment (fans, dehumidifiers, etc.) must remain plugged in and positioned as directed by the staff until it is removed by staff. Unplugging or moving this equipment may result in a lease violation fine.

**H. PLUMBING/LAVATORIES**

All water and plumbing apparatus shall be used only for the purpose for which they are intended. Do not throw any items other than toilet paper (such as sweepings, rubbish, rags, cat litter, ashes, and feminine hygiene products) into the toilet or down the sink. Any damage to plumbing and the cost of cleaning and/or repairing such damage resulting from misuse will be charged to you. In the event that your toilet becomes clogged, please submit a work order.

**I. PROPERTY APPLIANCE USAGE****1. OPERATING YOUR GARBAGE DISPOSAL:**

- Run cold water through garbage disposal and keep water running while the disposal is on.
- Gradually put food into garbage disposal; do not put in large quantities at once.
- Avoid hard objects such as chicken bones, steak bones, etc.
- Avoid putting large pieces of food into garbage disposal. Items have 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 garbage disposal. This can cause clogging.
- Avoid putting pasta, egg shells, or anything fibrous, (i.e. lettuce, celery, artichokes, corn husks, potato peelings, carrots peelings) into the garbage disposal. These items stick to the side of the garbage disposal causing it to become clogged.

Tips on using the garbage disposal:

- Hot water running through the garbage disposal works well with greasy foods, but NEVER pour grease down the drain.
- Ice running through the garbage disposal helps clean the disposal.
- Put only the hearts of citrus fruit (lemons, limes, oranges) into the garbage disposal to help it smell better. The skin cannot be ground up by the disposal and can cause frequent clogs.
- Keep the cover in the stopper position when not in use to prevent foreign material from accidentally dropping into the disposal.

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 submit a work order 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.

## 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 70° 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. Never turn the HVAC thermostat completely off unless instructed to do so by management.

## 5. HVAC FILTERS

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

## J. ENERGY CONSERVATION TIPS

### Appliances

- Open the refrigerator door only long enough to get the food items you need.
- Before storing leftovers allow them to cool, that way your refrigerator or freezer will not have to work to cool them off.
- Overloading refrigerators and freezers will prevent cold air from circulating properly.
- Only wash full loads of clothes in the washer and dishes in the dishwasher
- If you wash dishes by hand, fill the sink with water instead of letting the water run, and rinse with cold water.
- Clean the dryer's lint filter after each load.
- Most materials only need a 10 -15 minute wash cycle to get them clean, over washing and/or drying will wear out clothes faster.

### Water and Utilities

- Turn of lights when you leave the room.
- Unplug chargers when they are not in use and utilize power strips.
- 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 normal showering time by 2 minutes.
- In colder months, the thermostat should never be turned up high to heat a home in a hurry (it will not heat your home any faster).
- In warmer months, the thermostat should never be turned below 70 to avoid freezing your HVAC unit.
- Do not let heat or cold air escape - keep windows and doors closed while HVAC is 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.



# YOUR CONDUCT

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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. Lease Termination/Eviction does not release you from your financial obligations under the Lease.

## B. SMOKING

Smoking of any kind (cigarettes, vaping, hookah, marijuana, or otherwise) is prohibited inside any apartment, balcony, patio, and all other indoor and outdoor areas at the Apartment community. If your Apartment community has designated smoking areas, cigarette butts must be disposed of in the proper receptacle and not left of the ground. Smoking violations of any kind will result in a minimum \$250 fee for the first offense and will increase for every subsequent violation up to termination of the lease agreement.

Fitwell-certified properties maintain a strict smoke and tobacco-free environment. This policy prohibits the use of all smoking and tobacco products, including cigarettes, cigars, pipes, smokeless tobacco products, unregulated nicotine products such as "e-cigarettes," and any product containing tobacco or nicotine intended for human consumption. The ban applies to all indoor and outdoor spaces within the property, including parking lots, amenity areas, and private residential spaces. The only exceptions to this policy are products approved by the FDA for tobacco cessation or other medical purposes. Compliance with this policy is mandatory for all residents, guests, and staff.

## 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 regardless of state or local law to the contrary. Weapons of any kind are not permitted including, 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. It is a misdemeanor 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 to create explosive devices shall be referred directly to the proper authorities. Any violations of this provision of your Rules and Regulations may constitute a 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.

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.

## H. FINES

Unless otherwise set forth in this Handbook or the Lease Agreement, all violations of these Rules and Regulations will be treated as follows: 1) First Occurrence - \$250 charge will be assessed, 2) Second Occurrence - \$500 charge will be assessed, 3) Third Occurrence - \$1,000 charge will be assessed. This section does not prohibit us from exercising any of its rights and remedies under the Lease or assessing fines beyond these amounts for specific and/or serious violations as determined by management. These fines are intended as guidelines only and may be increased or decreased at our sole discretion based on the nature and severity of the violation.

# MOVING OUT

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## A. MOVE-OUT PROCESS

Prior to the end of the Lease term (if you have not renewed your Lease), 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 must turn in all keys, access card/FOB, gate transmitter and provide your forwarding address on or before the move-out date and time. If you do not meet the 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, 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 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 an Express Checkout as a convenience to our residents. If you do not wish to have a move-out inspection with a staff member, you may pick up a key return envelope and drop the completed envelope 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 Express 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

#### Floors:

- Sweep hard floors to remove all dirt and debris.
- Mop all hard floors. **DO NOT APPLY ANY TYPE OF FLOOR WAX.**
- Thoroughly vacuum all carpeting.
- Sweep and wash (if needed) your patio or balcony

#### Walls, Cabinets, and Countertops:

- Walls should be free of marks, stains, and damage.
- 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.
- Clean all hard surfaces and inside shelves
- Wipe off all countertops, and clean the tops of the cabinets.
- Clean all light fixtures and ceiling fans (if applicable) to remove dust and bugs.
- All light bulbs should be working.

#### Windows and Doors:

- Clean inside and outside of all doors to ensure they are free of grime
- Clean interiors of all windows and mirrored closet doors with Windex or similar product.
- Wipe down the top (locks) and tracks of all windows. Also wipe down all windowsills.
- All blinds/window treatments must be completely clean
- 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.

**Furniture:**

- Wipe down all furniture; leave no personal furniture behind.
- Vacuum out sofa and chair - make sure to get underneath all cushions
- Do not leave any personal belongings or trash in the apartment. Removal by our staff will result in a charge against your security deposit.

**Appliances:**

**Oven/Stove Top:** Thoroughly clean exterior of oven. Do not forget the exterior of the oven drawer as well.

- Use oven cleaner to clean interior. Recommended product: Easy-Off Fume Free
- 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).
- Clean exhaust hood (exterior as well as grease under the hood) and clean the fan filter over the stove.
- 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.

**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.

**Washer/Dryer:** Be sure to clean both inside and out.

- The exterior should be wiped down and the control(s) turned to the "off" position.
- Remember to remove all debris/lint from the lint trap.

**Kitchen Sinks:**

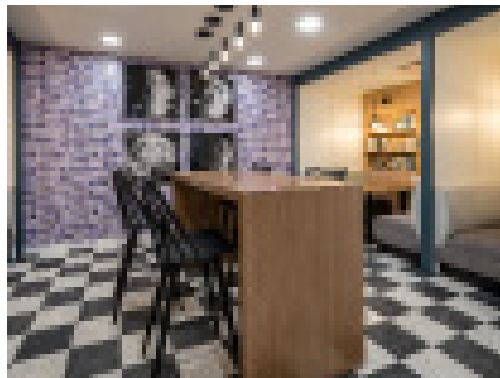
- Kitchen sinks should be scrubbed and free of water spots and stains.
- Make sure that the kitchen faucet is clean - pay special attention to the area around the faucet knobs.
- Make sure garbage disposal is free of all food/objects.

**Bathroom:**

- Wash inside and outside of vanity. Wipe or scrub all drawers and cabinets, and wipe off counter top.
- Clean the mirror(s) 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. 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(s) including the faucet (sometimes a toothbrush must be used around the knobs to get them completely clean).
- Clean toilet bowl and tank with a disinfecting cleaner such as Lysol Cling Free; make sure exterior of toilet, lid and bowl are clean. Pay special attention to the base of the toilet.

**Cleaning Product Notes:**

- DO NOT USE BLEACH OF ANY KIND
- Disinfecting cleaners such as 409, Fantastik or Windex Glass & Surface work on most surfaces (furniture, ceiling fans, baseboards, etc.).
- 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.).



**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 the 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.

**REPLACEMENT COST AND REPAIR SCHEDULE**

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
<b>Kitchen Replacements</b>		<b>Laundry Replacements</b>		<b>Wall Repairs and Paint</b>	
Dishwasher	\$800	Stackable Washer/Dryer	\$1,750	Sticker Removal	\$15
Refrigerator	\$1,200	Washer	\$675	LED Wall Damage	\$200
Refrigerator Handles	\$200	Dryer	\$675	Nail Repair (Each)	\$35
Refrigerator Shelves	\$75	<b>Furniture Replacements</b>		Holes (Each) 1-3"	\$50
Ice Maker	\$200	Barstool (per)	\$100	Holes (Each) 3-6"	\$80
Range	\$800	End Table	\$110	Holes (Each) 6" +	\$150
Heating Element	\$100	Coffee Table	\$200	4x8 Sheet	\$250
Stove Top	\$450	Entertainment Stand	\$200	Full Paint Common Area	\$300
Microwave	\$275	Headboard	\$140	Full Paint Bedroom	\$250
Microwave Handle	\$55	Slatbed/Bed Frame	\$300	Full Paint Bathroom	\$150
Sink	\$350	Mattress	\$250	Paint Individual Wall	\$60
Faucet	\$250	Nightstand	\$150	Baseboard	\$110
Garbage Disposal	\$175	Chest of Drawers	\$250	Front Door Paint	\$100
Drip Pans	\$15	Dresser Drawer Replace	\$65	Other Door Paint	\$100
Mini Fridge	\$700	Desk	\$180	Window Sill Paint	\$30
<b>Cabinets/Shelving Replacements</b>		Desk Chair	\$150	<b>Windows</b>	
Cabinet	\$280	Couch Cushion Replace	\$75	Bedroom (Each)	\$500
Cabinet Drawer	\$60	Sofa	\$650	Living Room (Each)	\$700
Drawer Front	\$50	Arm Chair/ Side Chair	\$400	Vertical Blinds (each)	\$25
Cabinet Shelves	\$50	Bottom Sofa Cushion	\$100	Screens (Each)	\$50
Pantry Shelves	\$55	Back Sofa Cushion	\$75	<b>Window Treatments/Blinds</b>	
Wardrobe Shelves	\$65	Dining Table	\$270	Living Room Window	\$60
Laundry Shelf	\$75	Dining Chair	\$100	Patio/Deck	\$80
<b>Bathroom Replacements</b>		Love Seat	\$520	Bedroom	\$60
Vanity Cabinet	\$350	Sectional	\$750	<b>Cleaning Charges</b>	
Toilet	\$200	Ottoman	\$250	Full Clean – Bedroom	\$150
Toilet Seat	\$40	Murphy Bed	\$1,400	Full Clean – Common Area	\$150
Towel Bar	\$40	Murphy Couch	\$550	Full Clean – Bathroom Area	\$80
Toilet Paper Holder	\$40	Ping Pong Table	\$500	Partial Clean – Bedroom	\$75
Faucet	\$100	Ping Pong Net	\$25	Partial Clean – Common Area	\$75
Shower Head	\$100	Wardrobe	\$800	Partial Clean – Bathroom Area	\$50
Rainfall Shower Head	\$360	<b>Flooring</b>		Carpet Cleaning (per room)	\$55
Shower Rod	\$75	Kitchen and Living Vinyl	\$2,000	Carpet Repair (per repair)	\$75
Shower Speaker	\$150	Bedroom Carpet	\$400	Carpet Replacement (per room)	\$300
Mirror	\$250	Bathroom VCT	\$325	Vacuum Carpet/Room	\$25
Reseal Tub/shower	\$350	Laundry Room VCT	\$200	Ceiling Fan Clean	\$15
<b>Countertop Replacements</b>		<b>Miscellaneous</b>		Ozone Fee	\$300
Sink Countertop	\$1,750	TV Replacement	\$400	Mattress Cleaning	\$50
Island Countertop	\$750	TV Remote (Universal)	\$35	Pest Control	\$250
Vanity Countertop	\$250	Smoke Detector	\$40		
<b>Light Fixture Replacements</b>		Register Cover	\$55		
Entry Light	\$50	Thermostat	\$60		
Pendant Light	\$125	Smart Thermostat	\$200		
Kitchen Light	\$85	Patio Deck Railing	\$250		
Ceiling Fan	\$250	Patio Deck Board	\$100		
Bedroom Light	\$50	Bedroom Door	\$200		
Hallway Light	\$50	Bedroom Dead Bolt	\$150		
Vanity Light	\$100	Bath/Closet Door	\$150		
Bath Light	\$55	Bath/Shower Pan	\$300		
Bath Fan	\$180	Entry Door	\$450		
Laundry Light	\$50	Entry Lock	\$250		
Deck/Patio Light	\$70	HVAC System	\$2,000		
		Trash Removal (Per Bag)	\$30		

\*Costs listed above are approximate and may vary upon market, labor costs, materials used, and actual work performed. Damage and cleaning charges are not limited to the items above and may include additional furniture/areas not listed. All costs listed are subject to change without prior notice.