

Tenant Rules & Regulations

2017 Handbook



**WONDERLAND CREEK**  
T O W N H O M E S

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Dear Resident,

Welcome to your new home! We are pleased to have you living with us in this apartment community. Our goal is to provide exceptional service to our residents, maintain excellent properties, and efficiently and effectively manage assets for our owners. We treat all residents with respect, enthusiasm, and a positive attitude.

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 or the Lease 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, this does not apply to or include co-signers or guarantors of 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, the condition of the facility, and to take initiative and action if there is a violation of community standards. Because the residents live closely together in the community, cooperation and a certain standard of conduct is required of all residents. We expect for you to treat your neighbors with respect and consideration to help avoid many common problems experienced by residents in apartment communities. The atmosphere that you create in your own home will affect your neighbors and other residents of the community. We hope that you will strive to create an environment of peace and harmony by respecting you neighbor's rights and cooperating with the rules and suggestions of Management and Ownership. You are responsible for the choices you make.

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. We can assist in offering/referring you to a mediation service, or contact authorities if necessary.

We hope that you enjoy living in this community, and will in turn help others to enjoy it, too.

Thank you,

Brinkman Real Estate Management

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## **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 Statement of Rental Policy. You are required to comply with these limitations.

The Lease will specify any and all municipality specific occupancy codes, which you are required to abide by. Be advised that having an extended stay guest in your unit may lead to you being in violation of the city occupancy standards.

Any persons over the age of 18 must be approved through our normal application process in order to be placed on a lease agreement. Additionally, any persons over the age of 18 who plan to live in the unit for any amount of time, must be listed on the lease agreement.

### **B. Rent Payment:**

Payments are due on the first day of the month. There are many options for submitting rental payments.

1. Forms of Payment: You can pay by check, money order, certified or cashier's check or pay online: using a Credit Card or Bank Debit from your checking or savings account. You can submit one-time online payments or set up recurring automatic payments. We cannot accept cash under any circumstances.
  - a. Bank Debit Option: Bank Debit payments can be deducted from a checking or savings account. No additional fees will be charged for either Bank Debit option.
  - b. Credit Card Options. One-time payments are processed immediately. This service may include a convenience fee charged by the website.
2. Late Payment and Returned Checks:
  - a. If your rent payment is received (not postmarked) after the first of the month, it is considered late. However, late fees are only charged to accounts that have unpaid balances after 4:30 pm on the 3<sup>rd</sup> of each month.
  - b. A returned check fee, plus applicable late charges will be assessed on all checks returned by a bank for any reason. Checks will not be re-deposited. Returned checks must be redeemed by money order or cashier's check within 48 hours of notification. Late charges will be charged from the first late day.
  - c. After two returned checks, or two returned online payments we will no longer accept personal checks, or online payments for your rent payment or any other charges owed. We will only accept cashier's checks, or money orders delivered/mailed to our office.
3. Payments submitted for any issued fines or violations will be required to be paid within 10 (ten) calendar days of the issued violation, and must be in the form of a cashier's check or money order. Online payments and cash payments will not be accepted.

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 amounts 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.

We have the right to refuse any payment that does not pay your balance in full.

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### C. Sublease/Release Policy

The Lease does not allow you to cancel or “break” the Lease early. There are two ways you can pursue to either end your lease early, or add additional parties to your lease. Please note that either option carries a fee, which is outlined in your Lease agreement. The fee and initial paperwork are required to be completed and paid prior to either process starting. The fee will not be applied to your security deposit, but will need to be paid before any applications are accepted for your unit. A sublease/Release are only allowed with Management’s **written** approval. Accounts are required to be in good standing in order to pursue either option. I

1. Sublease: A Sublease is when you move out of your unit, but your lease remains in effect. Traditionally speaking this option is most ideal if you plan to temporarily move out of your unit, but plan to return at a later date sometime within the original lease term. Examples: study abroad for one semester, temporary job transfer, etc.

Your lease, your deposit and all applicable terms and conditions would remain in effect, and you would add an additional tenant to your lease understanding that while you may not live in the unit, you now share a responsibility for the rent, and the condition of the premises. The unit is not cleaned between tenants moving out/moving in in a sublease, nor is the unit assessed for damage between the tenants.

The sublease tenant is required to submit an application for tenancy, but a deposit may not be required. It is recommended that you collect a deposit from your sublease tenant, and create your own rental agreement outside of your original Lease that outlines any agreements you make your with sublease tenant. Management will not condone, influence, recognize or enforce any agreements between tenants including the transfer of ownership of furniture.

2. Re-lease (Relet): A Re-lease is just like what it sounds like, “Leasing again.” Your lease would end; your unit is assessed for damage, and prepared (“turned”), in anticipation of a new tenant.

In a Re-let situation, market rate rents will apply to the prospective incoming tenant. This may be different than the rental rate you have been paying. The new tenant submits an application and pays all application/admin fees. If approved, the new tenant signs an entirely new lease agreement, and pays a separate deposit, as well as first month’s total rent (note: not “base rent”) and any additional fees or deposits required. Your lease would end exactly as if you had continued your lease through the original end date, and your obligation for the unit would end. This option is recommended for tenants who do not plan to return to the unit/property within the original lease term.

It is important to note that a release/re-lease is not complete until the new tenant signs a lease, submits all applicable payments, and takes possession of the unit.

Once all administrative conditions have been met, the effective date of the transfer will be the date the new resident moves in (“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 re-letting or sublease fee and the transfer to a new resident is unsuccessful, you will receive a credit toward future rent payments, sans any costs incurred by the Landlord as a direct result of attempting to release/sublease your unit.

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#### **D. Transfer Policy:**

You will be allowed to transfer to a different unit or bed space within the community, only if there are available units. If the property is 100% occupied, we will do our best to accommodate your request. If we are unable to accommodate your transfer request, that is not grounds to terminate your lease. In order to be able to transfer the following conditions must be met:

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

#### **E. Guests:**

Guests must abide by the policies in this Handbook and Lease. 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.

#### **F. Vacant Bedrooms:**

If your community is individually leased by the bedroom, vacant bedrooms within a unit 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), including cleaning, replacing door locks, etc.

**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, but you would be allowed to exercise your rights to Transfer, Sublease or Release your unit as explained above in section C. Sublease/Release Policy and D. Transfer Policy. Note: Transferring from one unit or bed space to another is based solely on availability of units at the time of the request.

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. If there is ever an instance where you feel unsafe, you are expected to contact the local authorities.

In the event of transfer, sublease or release as a solution, all applicable fees will apply.

#### **H. Network Access Policy:**

Internet access may be provided to the Apartment Community by a company selected by the Owner 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

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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. 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, we cannot accept any responsibility for injury to or damages suffered by you or other users of the System those 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. 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.

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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. 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.

5. 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.

6. 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 illicit applications or servers, 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.

7. 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.

8. 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 resident portal, 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.

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9. 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.

10. Because the System is shared by many other users, we recommend your use of “Personal Firewall Software”.

11. 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.

12. You hereby agree to indemnify, protect and save harmless Manager 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.

13. 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.

14. We may provide direct connections, or wireless connections, to Provider’s 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), 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 you will remain liable for any and all fees associated with the System outlined in your Lease. If Provider re-connects you to the System, after disconnecting you from such service, Provider may, in its discretion, charge you a reconnection fee.

15. 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.

16. 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.

17. 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.

In Summary, while your property may provide your with internet service the Landlord/Owner are not responsible for malicious content affecting your personal equipment, and your may have internet access restricted if found to be using the property internet connection to send malicious content, or participating in illegal downloading activity.

## **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

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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 not allowed.

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.
4. In-Unit Utility Closets: The utility closets housing water heaters and air conditioning equipment are not to be used for storage or trash. If you chose to store items in here, and damage occurs to the apartment equipment you may be responsible for the cost of the damage.
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. 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.

Nothing shall be thrown out the windows or doors. Do not remove screens from windows unless it is an emergency to do so in order for you to exit your apartment, such as a fire. Under no circumstances, should you climb out of your window as a matter of convenience. Do not use areas of the exterior façade of the building as a make-shift balcony or patio.

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. 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, please do not store any personal belongings in the walkways, hallways or entranceways. Please do not congregate in hallways.
8. Grounds: We would appreciate your cooperation in keeping the lawn areas free of litter, cigarette butts, bicycles and other equipment.
9. Trash: All trash should be bagged and placed inside the dumpster designated at the community and should not be left in the apartment, breezeways, or other common areas.

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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 to be used 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. However, our staff may enter your apartment as follows:

1. In case of emergency
2. When you have abandoned or surrendered the apartment
3. To make necessary or agreed repairs, alterations or improvements – this includes when you submitted written maintenance requests per the Lease. You cannot bar entry to your unit after notifying Landlord of needed repairs.
4. To supply necessary or agreed services
5. To complete health & safety inspections
6. To exhibit the Premises to prospective or actual purchasers, mortgagers, residents, workers or contractors
7. Routine inspections
8. With your prior permission, or
9. 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 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.

#### **D. Health and Safety Inspections:**

At our option, we will perform 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:

1. Safety Equipment
  - a. Smoke detectors
  - b. Sprinkler heads
  - c. Other security features (self-closing door hinges, window & door locks, etc.)
  - d. Fire Hazards
  - e. Frayed and/or overloaded electrical wiring
  - f. Stacks of newspapers or magazines
  - g. Covered heaters
  - h. Build-up of grease in ovens, broilers, or on stovetops
  - i. Storage of gasoline or other flammable materials, or gas powered vehicle in unit
2. Health Hazards
  - a. Garbage or food improperly disposed of

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- b. Unsanitary bathroom conditions
  - c. Unreported water intrusion/leaks

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

#### E. 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 \$100 for each occurrence, and be expected to immediately remove the animal from the unit. Repeat violations will increase in minimum fine amount; see this Handbook section “IV. Your Conduct, Sub point I. Fines.” Multiple occurrences may be subject to eviction.

Service/Assistance Animals for the disabled are welcome, please contact Manager when requesting a reasonable accommodation to be made in the form of a Service/Assistance Animal for further information.

At communities that accept pets, you must comply with the requirements contained in this section. 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 Addendum, and adhere to all policies contained in the Pet Addendum, Lease and this Handbook *prior* to the pet entering your unit.

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:

1. If applicable, 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.
2. All pets must wear an identification tag.
3. Fish tanks (containing fish only) are limited to 20 gallons.
4. Exotic animals are not allowed.
5. All pets must be registered and inoculated in accordance with local law.
6. You must keep the pet on a leash and under your supervision when outside the apartment.
7. You 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 \$100.00 fee per incident will be charged.
8. You are required to take great and conscious care in **not allowing** your pet to defecate or urinate on your balcony – this WILL fall to balconies below yours and is completely unacceptable. If your Pet’s waste is left on a balcony you will be served with notice to remove the Pet from the property per the Pet Addendum.
9. Pets may not be tied up or left unattended on patios, balconies or any other areas outside of the buildings.
10. 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.
11. 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 seven (7) days upon request from us. Extreme circumstances can dictate removal of pet within 24 hours.
12. Pets must comply with weight and other restrictions imposed by us. You should contact us for restrictions.
13. You will not exceed the number of allowable pets per apartment as set out in the Lease.

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14. Periodic apartment inspections may be made to determine the condition of your apartment, with regards to your pet.
  15. In the event you voluntarily remove your pet or in case of death, you may not replace the pet without consent from us.
  16. The only pet allowed is the pet(s) listed in the Pet Agreement, as approved by us.
  17. You are allowed to keep the pet(s) listed in the Pet Agreement only during your current Lease term.
  18. 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 nonrefundable.

#### **F. Personal Property Restrictions:**

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

#### **G. Bicycles:**

Please use designated bicycle racks or carefully store bicycles in your apartment (bicycle hooks are not allowed). 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 no later than your lease end date.

In the event that your bicycle is stolen please contact the Police immediately and file a report for stolen property. Without a police report, chances of recovering your stolen property decrease significantly than if you had a police report.

Management is not liable or responsible for bicycles, or bicycle parts if stolen while locked/secured on or around the Property.

#### **H. 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. The only exception to this is if you live in a designated “Live-Work” unit at specified properties. If you plan to use a “Live-Work” unit to run a business please contact us for additional information.

### **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 (if applicable) will not constitute a guarantee of their effectiveness nor impose an obligation to us to continue providing these services.

Management is concerned about safety but cannot ensure, provide or guaranty it.

If you witness a crime, please call 911 immediately and then contact the management office.

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## 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:

- a. Lock your doors and windows – even while you are inside.
- b. Engage the keyless deadbolts on all doors while you are inside.
- c. 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.
- d. If the children (who are old enough to take care of themselves) are left alone in your Apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone – regardless of whether the person is a stranger or an Apartment maintenance or management employee.
- e. Do not put your name, address, or phone number on your key ring.
- f. If you are concerned because you have lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a right to have that done, as long as you pay for the rekeying.
- g. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, and then call the management.
- h. Check your smoke and carbon monoxide detectors monthly to make sure it is working properly and the batteries are still okay.
- i. Check your door locks, window latches, and other devices regularly to be sure they are working properly.
- j. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
- k. Immediately report to management in writing, dated and signed any needed repairs of locks, latches, doors, windows, smoke and carbon monoxide detectors, and alarm systems.
- l. Immediately report to management in writing, dated and signed any malfunction of other safety devices outside your Apartment, such as broken gate locks, burned out lights in stairwells and parking lots, broken locks, burned out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- m. Close curtains, blinds, and window shades at night.
- n. Mark or engrave your driver's license number or other identification on valuable personal property.
- o. Lock your doors, while you are gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
- p. Leave a radio or TV playing softly while you are gone.
- q. Close and latch your windows while you are gone, particularly when you are on vacation or break.
- r. Tell your roommate or spouse where you are going and when you will be back.
- s. Do not walk alone at night. Do not allow your family to do so.
- t. Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- u. Do not give entry keys or electronic access cards to anyone.

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- v. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
  - w. Let the manager and your friends know if you will be gone for an extended time. Ask your neighbors to watch your Apartment since the management cannot assume that responsibility.
  - x. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
  - y. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

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:

- a. When returning to your apartment late in the evening, if possible, always use the main property entrance or commonly used walkways.
- b. Lock your doors while you are gone.
- c. Do not walk alone at night.
- d. Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- e. Do not give entry codes or electronic codes to anyone.
- f. 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.
- g. If you notice suspicious persons loitering around the property, report them immediately to the proper authorities. DO NOT confront them yourself.
- h. Please report any malfunctioning lights to the management office.

**C. Renter's Insurance:**

You are required to and 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 prior to being issued keys to your unit upon move-in.

**D. 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 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.

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If you deny access to the apartment at any time, for any reason you may be fined, or charged actual costs with rescheduling a maintenance repair, inspection, etc.

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. Keys will not be issued to anyone except the tenants listed on the Lease, under any circumstances. Be advised that a guarantor is not considered a tenant or Lease holder, and does not share the same rights to possession of the unit and will not be issued keys to a unit. 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 due to your keys being misplaced/unreturned.

#### **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 their condition on the "Move-In Condition 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. Disabling or Tampering can include, but is not limited to: removing batteries, unplugging, or covering the smoke detector.

We recommend that you follow these simple safety precautions in your own apartment to prevent fires:

1. Properly dispose of all lighted tobacco products in appropriate metal containers. Ensure all lighted tobacco products are out before leaving them unattended.
2. Avoid cooking while intoxicated, taking medication or when sleepy.
3. Test smoke detectors monthly to make sure they are working.
4. Do not store gas-operated tools or vehicles (motorcycles or scooters) inside the apartment or under stairwells, breezeways, patios or balconies.
5. Do not overload outlets or circuits.
6. 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.

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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:**

1. You should obey all evacuation orders issued by local, state or federal agencies. Do not wait for instructions from the community manager or staff.
2. 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.
3. 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.
4. Remove all items from your porch or balcony and close all windows and doors (draw the shades or blinds on windows).
5. 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.
6. 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.
7. Stock up on bottled water.
8. 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, indoor grills, oven burners, etc.
9. If the storm is severe, collect any forms of identification, credit cards, emergency contact numbers, etc. and keep them with you.
10. Keep all medications with you.
11. 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).

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 68 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 affected areas.

#### **J. Holiday Checklist:**

1. 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 1st of the month. You can also take advantage of one of our other options as covered in section “I. Your Lease B. Rent Payment 1.Forms of Payment” in this Handbook, and also explained in your Lease.

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2. In cold weather, set your heater on “auto” with the temperature set on 68. Be sure to leave cabinet doors open under all sinks.
  3. In hot climates, set your heater on “auto” with the temperature set on 72.
  4. Leave a visible light on. You may want to use an automatic timer on your lamp.
  5. Do not leave notes on your door or a message on your answering machine indicating you are away.
  6. You should leave emergency contact numbers with the office.
  7. Take or adequately store any valuables (TV, stereo, computer, jewelry, etc.).
  8. 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), follow your property specific guidelines as noted in the move out packet, or contact our office for this information.

For normal service requests, please follow the instructions provided with the Lease. You may go on-line to the community website to file a service request through your resident portal.

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

1. 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.
  - a. No heat when the external temperature is lower than 50 degrees and no air conditioning when the external temperature is higher than 80 degrees
  - b. Electrical or gas failure of any nature
  - c. Overflowing toilet (water falling to the outside of the toilet)
  - d. Stopped up toilet if only one is available in apartment, and there is no building community bathroom.
  - e. Water problems such as leaks, severe back-ups, or broken pipes
  - f. No water
  - g. No hot water when affecting more than one unit, when exterior temperatures are below 50 degrees
  - h. Any threatening situation such as: fire, flood, severe weather, police action, protecting a crime scene (broken windows, locks, doors, etc.)
  - i. Bio hazards
  - j. Lock-outs - Lock outs are only considered and emergency if you are locked out of the building. Being locked out of bedroom or unit will not be treated as an Emergency – CALL A LOCKSMITH TO ASSIST YOU TO GET INTO YOUR UNIT.
2. Priority Calls- are calls that do not conform to criteria above for an After-hours Emergency – in short, they are routine service calls which can wait until morning, or normal business work day, at which time the work order will be given priority status. You will be charged for requesting an After-hours Emergency response when the call is an obvious routine service call.

##### **B. 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

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control moisture accumulation (see HVAC Section under Maintenance for usage guidelines). Prolonged moisture can result from a wide variety of sources, such as:

1. Rainwater leaking from roofs, around windows, and doors;
2. Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or a/c drip pans or clogged condensation lines;
3. Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
4. Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
5. Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
6. 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 on your behalf.

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.

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### C. Lockouts:

If you inadvertently lock yourself out of the building, you can call the on-call maintenance number to be connected to an on-call maintenance staff member. 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 \$90.00/hr. per lock-out. The time log starts when a technician is dispatched to meet you. Additional charges may be assessed for repeat occurrences. We do not provide lock out services for your unit or a bedroom – call a locksmith.

### D. 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, appliances or personal lamps. If you need assistance in replacing the light bulbs, call the management office, our team will assist you and bill you for materials and time spent, including any necessary drive time.

Please report unlit bulbs over walkways, halls, parking lots, or common areas to us.

### E. 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, wipes, 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. Toilets do not clog themselves and you will be held responsible for any amounts related to our team's time and materials necessary to unclog your toilet if you request our team's assistance, including all outside vendor invoice amounts if outside help is required based on the judgement of our maintenance team's assessment of the issue.

### G. Property Appliance Usage:

#### 1. Operating your garbage disposal:

- a. Run cold water through garbage disposal and keep water running.
  - b. Turn on garbage disposal.
  - c. Gradually put food into garbage disposal.
    - a. Avoid hard objects such as chicken bones, steak bones, etc.
    - b. Avoid putting large pieces of food into garbage disposal. Remember, it has to fit into a very small hole at the base of the unit, about the size of a nickel.
    - c. Avoid putting bottle caps, glass, foil, rags, cigarettes, string, paper, or grease down garbage disposal. This will build up and cause clogging.
    - d. Avoid putting pasta, egg shells, or anything fibrous, (i.e. 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.
  - d. Allow garbage disposal to run 10 seconds after food clears.
  - e. Turn off garbage disposal.
  - f. Continue running water for 15 seconds more. This allows food to flush through.
  - g. Turn off water.
  - h. Tips on using the garbage disposal:
    - i. Hot water running through the garbage disposal works well with greasy foods.
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- ii. Cold water running through the garbage disposal works well with lettuce.
    - iii. Ice running through the garbage disposal helps clean the disposal.
    - iv. Run the garbage disposal a few minutes before running the dishwasher since the dishwasher drains through the garbage disposal.
    - v. Keep the cover in the stopper position when not in use (this will prevent foreign material from accidentally dropping into the disposal unit).
    - vi. If the garbage disposal quits working, make sure the disposal is off, then make sure to check the disposal for any foreign objects that may have fallen in, clear any found object, then press the reset button under the garbage disposal unit (located under the sink) and turn the switch on while water is running.
    - vii. If the disposal still does not operate, please call the management office and we will send someone out to repair the unit. Be advised – you will be charged for our team’s time, and repairs if your disposal is found to have a foreign object in it.
  3. Proper Care & Cleaning of Washer/Dryer:
    - a. After using the washer, leave the lid open to allow moisture to evaporate.
    - b. 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).
    - c. To rinse, choose the largest load size, turn the cycle knob to any rinse setting and start the washer.
    - d. 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.
    - e. 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.
    - f. You should immediately wipe any spills or washing compounds on the washer and dryer. Wipe with damp cloth.
    - g. Do not hit the surfaces with sharp objects.
    - h. 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.
      - i. Damages to the dryer from pretreatment products may result in charges to you.
  4. Dishwashers:
    - a. 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.
    - b. Leaving food on dishes can eventually clog the dishwasher, cause leaking, or the machine to malfunction. You will be charged
    - c. Do not place fragile glassware in the dishwasher, the jet action may cause breakage.
    - d. If you do not know how to operate the dishwasher, call us for instructions.
  5. Central Air & Heat (HVAC):
    - a. 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).
    - b. You should allow a minimum of ten minutes for the temperature to adjust (choosing an extreme setting will not bypass this 10 minute adjustment).
    - c. If at any time you find that your thermostat is malfunctioning or for more detailed operating instructions, please call us.
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6. HVAC Filters:
    - a. At move-in, your HVAC filter will be new.
    - b. Twice-yearly, our maintenance team will schedule your filter to be replaced.

#### **H. Pest Control:**

To the best of our knowledge, the Apartment is free of pests as of the date you first occupy the Apartment. As used in this paragraph, the term “pests” means mice, rats, cockroaches, bed bugs, spiders and ants. You acknowledge that pests can be subsequently introduced into the Apartment in a variety of ways. For example, ants, cockroaches, mice and rats are attracted to food and crumbs that have not been properly disposed of or stored. Furthermore, if you or your guests travel, bed bugs can be brought into the Apartment in your clothing and luggage as a result of staying in hotels or other residential facilities. In addition, bed bugs can be brought into the Apartment by buying used mattresses, bedding and furniture.

You shall immediately notify us in writing if any pests are discovered in the Apartment.

If pests are discovered in the Apartment within the first 15 days that you first occupy the Apartment, we shall pay the cost of the pest control service to exterminate the pests.

If pests are discovered in the Apartment more than 15 days after you first occupy the Apartment, you shall pay all costs (at the time Tenant’s next Rent payment is due following completion of the extermination) to exterminate the pests, it being presumed that the pests were introduced into the Apartment by you or resulted from the your cleanliness habits.

Regardless of when any pests may be discovered, we will select a pest control service of our choosing to exterminate the pests, again, with only the cost of such pest control service to be paid by us if the pests are discovered in the Apartment within the 15 days you first occupy the Apartment, and the costs to be paid by you if pests are discovered in the Apartment more than 15 days after you first occupy the Apartment. You shall cooperate with us and the pest control service to provide access and otherwise facilitate the extermination process. You acknowledge that the time and costs that you may incur to exterminate the pests, even if we pay the cost of the pest control service, may be significant.

By way of example and not limitation, if such pest are bed bugs, you shall at your cost take such reasonable action including bagging and sealing all clothes and other items, washing all your clothing and bedding in hot water and drying on the hottest setting, vacuuming every crevice in the Apartment, including behind electrical plates, and the possible disposal of mattresses, box springs, couches and furniture off-site. You shall also cooperate in such reasonable inspections of the Apartment including bedding, mattresses and bed frames, which inspection may include the removal of fabric on the underside of box springs to aid inspection and extermination.

There will be no reduction in Rent or Rent credit for the extermination process and we shall not be liable for consequential costs or damages, with the exception that if extermination is necessitated by pests discovered in the Apartment within the first 15 days that you first occupy the Apartment, we will credit you against the following month’s rent an amount equal to proration of the base month rent, per day for each day you are unable to occupy the Premises because of extermination work, such amount however not to exceed the Monthly Base Rent.

#### **J. Furniture (at properties that are furnished, or any common area furniture):**

1. The supplied furniture 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.

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2. Any furniture provided by you must be left in the unit, at the end of your lease term or you will be assessed charges for removing such items.
  3. All common area furniture it to remain in the common areas of the property and must not be placed in your unit. If common area furniture, designed for community use is found in your unit you can be fined, or charged with theft from the property.

**K. Smoke Detectors/Carbon Monoxide Detectors:**

According to Colorado House Bill 09-1091, "NO PERSON SHALL REMOVE BATTERIES FROM, OR IN ANY WAY RENDER INOPERABLE, A CARBON MONOXIDE ALARM, EXCEPT AS PART OF A PROCESS TO INSPECT, MAINTAIN, REPAIR, OR REPLACE THE ALARM OR REPLACE THE BATTERIES IN THE ALARM."

1. The alarms in the common areas of your unit are combination units (smoke and carbon monoxide alarms).
2. All alarms in your apartment have been tested prior to move-in to ensure they are working properly. The batteries of the smoke detector were replaced prior to your move in.
3. For the entirety of your Lease term, you are responsible for ensuring that all smoke detectors/carbon monoxide alarms are working properly. We request that you test smoke detectors on a monthly basis. Please call us if it is determined through monthly smoke alarm tests that the smoke alarm is not working properly.
4. Do not disable smoke detectors. Disabling a smoke detector/carbon monoxide alarm (covering, unplugged, removing completely, or removing working batteries) is a violation of the law and may lead to fines of \$500 and possible early termination of the Lease. Additionally, if you have disabled your smoke detector, and a fire occurs that causes damage to your unit or the property as a whole you will be held responsible for all damages.

**V. YOUR COMMUNITY:**

**A. Office Hours and Closings:**

If there is no onsite staff, office hours are posted on the front door to the property, or at the main entrances. If there is an onsite staff at your community, office hours will be posted on the Management Office door. Typically, office hours are Monday-Friday 8:30 am – 5 pm, and limited or no hours on Saturdays.

The management office may occasionally be closed due to holidays, inclement weather or other circumstances. If the office is closed, tenants can expect e-mail notification. The notice 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.

**B. Communication**

The tenant is the lease holder. A guarantor is not the same as a lease holder, and being a guarantor does not grant individual rights to possession of the unit. Therefore the following communication guidelines will be in full effect from the start of your application process, to the end of your lease term:

1. In general, Management will rely on electronic communication for mass notices to tenants, announcements, individual notices, etc. It is the tenant's responsibility to provide management with an e-mail address that they check often.
2. Lease Holders (Tenants) are individuals who occupy the apartment unit/dwelling. All building wide communications, announcements, etc. will be sent to the Lease Holder via email, or by posting in a conspicuous place. Guarantors are not notified of such items as it does not pertain to them since they do not occupy the unit.

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3. Guarantors are notified of any such issues that pertain to the financial nature of the lease or the account, including but not limited to:
    - a. Late or delinquent payments (after the Tenant has been notified initially, and the account continues to be delinquent).
    - b. Eviction Proceedings being brought against tenant
    - c. When violations are served to Tenant and include fines, or threat of fines if repeated.
  4. Tenants are the only party that can submit work orders or maintenance requests. Work Orders or maintenance requests will not be addressed if submitted by a guarantor. It is the tenant's sole responsibility to notify Management in a timely manner of maintenance needs in their unit in writing.
  5. Under no circumstances is Management allowed to discuss the Tenant, the Tenant's account status, or details of the Tenant's lease with anyone but the Tenant, or Guarantor listed on the original document (and only with Tenant's written permission). Please note: Our staff will not communicate with other family members, friends, personal accountants, assistants, etc. who are not listed on the original lease agreement under **any circumstances as this would violate our policy of confidentiality.**

#### **C. 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.

#### **D. 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. We will only accept delivery of your packages during the normal business hours posted on the Management office door. It is up to you to arrange for delivery of your packages outside of those hours.

At properties that there is no full-time management staff on site, we will not accept delivery of your packages. Major delivery carriers such as FedEx, and UPS will be granted access to the building in order to deliver to your apartment door. The United States Postal Service will use their parcel boxes located at the mail boxes.

We accept no responsibility or liability for any packages, including perishable items or those lost or damaged. It is ultimately your responsibility to change/update your address with the postal service, require a signature for delivery, or deliver to a local carrier's store and pick up your packages there if you wish.

#### **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 warrants their involvement. If a solicitor leaves any materials, please forward those to Management as well.

#### **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 (whose name is on the lease document as a "Tenant", note Guarantor's are not entitled to receive access devices or keys to the community and/or apartment units) and a deposit may be required.

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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 abide by municipal ordinances, and to maintain a pleasing appearance and for safety and environmental concerns, you are required to schedule auto repairs away from the community. Depending on where you live, there most likely are city ordinances that forbid automotive repairs from being completed in Apartment Community parking lots. You can be fined for violating your lease, and charged for any damage caused by fluid spills, or other contamination issues.

#### **H. Mail Delivery:**

You understand that from time to time prompt delivery may be impossible. We are not responsible for lost or damaged envelopes, parcels, packages 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. It is recommended that you put your entire address, including apartment number on all mail in order to ensure proper delivery.

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 (examples include but are not limited to: fitness centers, grill areas, common area patios, lounges, study rooms, or business centers. Specific information on **your property's** recreational facilities are advertised on the property website). If these facilities are available in your community, you and your guests agree to abide by the rules as set out below.

1. 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.
2. 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.
3. 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.
4. Equipment is available on a first come, first served basis, and is available 24/7/365, unless closed for maintenance or other similar needs.
5. In case of emergency, dial 911 immediately, then contact the management office.
6. You are responsible for the consequences of your guest's actions. The cost of damages will be charged to you.
7. Fitness Center Rules:
  - a. You should read applicable instructions for use before attempting to use any machines or free weights
  - b. You are limited to one guest and you must accompany your guest at all times while using the Fitness Center.

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- c. Abide by posted Fitness Center regulations, and remember that while you are able to access the Fitness Center 24/7/365, you are expected to abide by all community quiet hours.
  - d. Attendants are not provided.
  - e. Persons ages 16 years and younger are not allowed to use the Fitness Center.
  - f. Pets are not allowed.
  - g. No wet clothing in the Fitness Center.
  - h. Keep body clear of weights and other moving parts when using fitness equipment.
  - i. Do not make repairs on fitness equipment. Please report needed repairs immediately to us.
  - j. Do not use, adjust or operate fitness equipment beyond your physical limitations.
  - k. Please report vandalism and unauthorized users.
  - l. Do not remove equipment from the Fitness Center.
  - m. Do not leave personal items in the Fitness Center.
  - n. Respect others by keeping noise to a minimum and by disposing of trash properly.
  - o. We recommend exercising with a partner.
  - p. Please wipe down the fitness equipment with a clean towel once you are done.
  - q. No smoking or alcoholic beverages are allowed in the Fitness Center.

#### **J. 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. 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.

#### **K. 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 marshal. 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.

For additional rules, please refer to the Parking Addendum of your Lease agreement.

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:

1. 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.
2. Parking will not be allowed in the areas marked as future residents or Manager parking at any time.
3. 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

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to the rules of the community. We do not condone or recommend parking a motorized vehicle of any kind in anything but a designated parking spot assigned to you. We will not condone or recommend parking in areas of the parking lot that are not specifically parking spots. You may risk being towed if parking in the community lot in an area other than a designated parking spot.

4. 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.
5. Vehicles may not block entrances, exits or driveways.
6. Vehicles cannot, at any time or for any reason, park in reserved parking, whether covered or uncovered, unless assigned by us.
7. Any vehicle parked in any of the above areas may be towed at the vehicle owner's expense and sole risk.
8. Boats, recreational vehicles, trailers, campers, commercial vehicles and trucks larger than 9" (nine feet) 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.
9. You may not perform any mechanical repairs or maintenance while on the premises, including washing your vehicle.
10. You agree to inform your guests of all parking rules and restrictions.
11. 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.
12. 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.

- **Parking Permits:**

If your community requires a parking permit (decal), you expressly agree to display that permit only while parked in the community lot, from your review mirror. Please note, that it is recommended to remove the decal from your mirror when you begin operating your vehicle, and if you fail to remove it prior to operating your vehicle you may be ticketed by the authorities. 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 sublease your apartment. Permits expire prior to the start of each Lease 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 nonresidents.

The community reserves the right to revoke parking permits at any time, for any reason.

- **Guest Parking:**

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

None of our communities allow smoking within your unit, or in indoor amenity spaces. You can smoke outside of the property, following all city ordinance related rules about specific distances from doors.

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.

### **C. Firearms, Weapons and Hazardous Materials:**

In addition to the provisions stated in the Prohibited Conduct section of the Residential Lease Agreement:

You and your guests agree not to store firearms, explosives, gasoline, dangerous or hazardous materials in your apartment, storage facility or balcony.

You may not under any circumstances possess any weapon prohibited by state law, or discharge a firearm in the apartment community. 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 or purpose to create explosive devices shall be referred directly to the proper authorities. Any violations of this provision of your Rules and Regulations may constitute any event of lease default leading to lease termination and financial penalty.

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

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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 10 pm and 7am, Sunday – Thursday and 12 am- 7 am Friday and Saturday, 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.

If you are found to be violating the quiet hours of the community or violating and city noise ordinances, you will be fined by Management: \$100 for the first occurrence, \$200 per second occurrence and \$400 per occurrence thereafter. You also risk lease termination for repeatedly substantially violating the Lease.

**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, including staff or employees of the Owner or Manager, 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, the or the Lease, all violations of these Rules and Regulations will be treated as follows: 1) First Occurrence - Warning, 2) Second Occurrence - \$50.00 fine, 3) Third Occurrence - \$100.00, 4) All Succeeding Occurrences - \$200.00. This section does not prohibit us from exercising any of its rights and remedies under the Lease.

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## 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 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 forwarding address by noon on that date. NOTE: Management is not required to use a forwarding address if you fail to provide it within 48 hours of your lease end date.

If you do not vacate your unit by 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.

1. Prior to move-out, all late charges, delinquent rents and outstanding fees for damages must be paid.
2. Checking Out:
  - a. You have two options for checking out of your apartment:
    - i. Option 1 Our Standard checkout procedure is to have a staff member inspect your apartment and note damages with you present. If you elect to have a move-out inspection, you must call us to schedule an appointment. All appointments will be scheduled for the last day of your lease. You must be completely vacated for the review to occur.
    - ii. 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, or you cannot schedule an appointment on the aforementioned date, you will be instructed to pick up the Express Checkout packet from the Manager in advance of your move. You will drop the completed form and keys to the Manager 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.
3. Move-out Cleaning Guidelines:
  - a. 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:
    - i. Remove all of your belongings from the apartment, patio/balcony and storage room
    - ii. Remove all trash and dispose of properly
    - iii. Clean all exterior and interior surfaces of the kitchen appliances, including the refrigerator, stove, dishwasher, hood and microwave
    - iv. Sweep and mop all uncarpeted floors
    - v. Vacuum all carpets
    - vi. Clean all bathrooms
    - vii. Clean and remove any shelf paper from the cabinets, drawers and shelves
    - viii. Clean all mirrors, ceiling fans and light fixtures
    - ix. Clean all window and mini-blinds
    - x. Call to disconnect/forward phone and cable service
    - xi. Return all apartment keys, mail keys and access gate keys
    - xii. Sweep and wash (if needed) your patio or balcony
    - xiii. Wash inside and outside of front entry door and patio door

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- xiv. Thoroughly clean (sweep and mop) entry tile floor Living Room:
  - xv. Clean entertainment center including counter top, front doors and inside shelves
  - xvi. Wipe down all furniture, including coffee table, end table, dining table, and chairs (if applicable).
  - xvii. Clean ceiling fan – blades and lights
  - xviii. Thoroughly clean exterior of oven. Do not forget the exterior of the oven drawer as well.
  - xix. 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.
  - xx. 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).
  - xxi. 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.
  - xxii. Clean exhaust hood (exterior as well as grease under the hood) and clean the fan filter over the stove.
  - xxiii. 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.
  - xxiv. Clean walls, cabinets and floor under and around stove.
  - xxv. Wash all inside and outside surfaces of the refrigerator.
  - xxvi. Do not forget the drawers of the refrigerator (inside and underneath).
  - xxvii. Dump all ice from icemaker and wash the receptacle and maker. Lift the lever to the off position.
  - xxviii. Clean all drawers, compartments and shelves.
  - xxix. Interior of cabinets should be free of shelf lining, crumbs and dust. Do not forget the drawers.
  - xxx. All exterior cabinets should be wiped down to remove water spots and food drips or spills.
  - xxxi. Wipe off all countertops.
  - xxxii. Clean the tops of the cabinets.
  - xxxiii. Thoroughly clean inside and out of dishwasher and around the edges – especially the door.
  - xxxiv. Clean out any glass or plastic in bottom of dishwasher and around the spray arm.
  - xxxv. Sweep the floor to remove all dirt and debris.
  - xxxvi. 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.
  - xxxvii. Kitchen sinks should be scrubbed and free of water spots and stains.
  - xxxviii. Make sure that the kitchen faucet is clean – pay special attention to the area around the faucet knobs.
  - xxxix. Make sure garbage disposal is free of all food/objects.
    - xl. Washer should be cleaned inside and out. The exterior should be wiped down and the control turned to the “off” position.
    - xli. 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.
    - xl.ii. Wash inside and outside of bathroom vanity.
    - xl.iii. Wipe or scrub all drawers and cabinets, and wipe off counter top.
    - xl.iv. Clean the exterior and interior of the medicine cabinet.
    - xl.v. Clean the mirror with Windex or similar product.

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- xlvi. 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.
  - xlvii. Clean vanity and sink including the faucet (sometimes a toothbrush must be used around the knobs to get them completely clean).
  - xlviii. Clean toilet bowl and tank; make sure exterior of toilet, lid and bowl are clean. Pay special attention to the base of the toilet.
  - xlix. Sweep and mop the bathroom floor. (Please review the advice given under Kitchen Floor.)
    - l. Wash interiors of all windows with Windex or similar product.
    - li. Wipe down the top (locks) and tracks of all windows. Also wipe down all windowsills.
    - lii. Wipe down all furniture (including desk, dresser/chest of drawers, shelving, and desk chair).
    - liii. Clean ceiling fan – blades and lights.
    - liv. Clean mirrored closet doors with Windex or similar product.
    - lv. All walls free of marks, stains and damage.
    - lvi. All mini-blinds must be completely clean.
    - lvii. Clean all doors on both sides – including closets.
    - lviii. Wash all closet and pantry shelves.
    - lix. Thoroughly vacuum all carpeting.
    - lx. Wash all light fixtures to remove dust and bugs.
    - lxi. Clean all fingerprints/grime from walls, doors, and light switches.
    - lxii. Remove small nails from the wall. DO NOT FILL IN THE NAIL HOLES.
    - lxiii. All light bulbs should be working.
    - lxiv. You are responsible any damages to the carpet from stains or soils, but we will hire professional cleaners.
    - lxv. If you had an unauthorized 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.
    - lxvi. 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 against your security deposit.
    - lxvii. Do not use bleach of any kind.
    - lxviii. Please refer to the following list for some recommendations on cleaning products:  
Recommended Products:
      - lxix. Disinfecting cleaners such as 409, Fantastik or Windex Glass & Surface work great on most surfaces (furniture, ceiling fans, baseboards, etc.).
      - lxx. S.O.S Pads will help you easily clean your oven and drip pans.
      - lxxi. 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.).
      - lxxii. Ajax or Comet to scrub the sinks and bathtubs.
      - lxxiii. Windex Glass & Surface for all mirrors and doors.
      - lxxiv. For the shower tiles, you'll need soap scum and grout cleaners such as Tilex or Scrub Free.
      - lxxv. Disinfecting toilet bowl cleaner such as Lysol Cling Free.

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## **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 cleaning charges, if the entire apartment, including range, refrigerator, bathrooms, closets, cupboards, furniture and floors are not cleaned per the guidelines set forth in the move-out information provided to tenant prior to move-out.

## **C. Security Deposit Reconciliation and Return:**

1. Landlord shall have sixty (60) days after the termination of the Lease or surrender and acceptance of the Apartment, whichever occurs last, to return to Tenant(s), that portion of the security deposit, if any, due Tenant(s).
2. If any portion of the security deposit is retained, Landlord shall give Tenant(s) a written accounting for such portion retained, listing the reason for such retention.
3. To the extent Landlord expends time on the Property following termination of the Lease and surrender and acceptance of the Property in order to repair damage or unclean conditions caused by Tenant(s), Landlord shall be paid \$40.00 per hour for such time so expended.
4. Any Security Deposit returned to the Tenant(s) shall be returned by a single check made payable jointly to each Tenant and mailed to the last known address of the first Tenant listed in recital heading directly prior to Section 1, unless Landlord receives within forty-eight (48) hours of Lease termination alternative written instructions signed by each Tenant. Note: a Guarantor cannot submit written instructions for the deposit return unless all tenants listed on original lease agreement are deemed to be physically unable to do so.
5. If you would like to assist in the reconciliation and return process you can make sure the following are completed at the time of your lease end date:
  - a. You have returned all keys
  - b. You have cleaned the apartment restoring it to the state it was in when you took possession of the unit
  - c. You do not attempt to make repairs yourself
  - d. You complete your move-out packet, including providing a forwarding address
  - e. You take the utilities out of your name on your lease end date (and not sooner or later) and provide Management with confirmation of that transition.

Management will not hold the deposit longer than necessary, and will not expedite a deposit return to any Tenant. Please do not call our offices asking about the “status” of your deposit, or if it can be expedited. We will work with due diligence to return your deposit to you as soon as possible, and send the itemized statement of any amounts withheld within the sixty (60) day period.

## **D. Standard Damage and Cleaning Charges:**

See Damages List of Charges on following page. This document was also included in your move-in packet, and will be included in any subsequent move-out packet information.

### **DAMAGES LIST OF CHARGES:**

The charges below will be used when assessing the condition of your apartment during the move-out inspection, as well as assessing damage charges for repairs during your lease.

While we will make every effort to adhere to the charge amounts below, we reserve the right to alter these charges in the event that the cost of the repair or replacement is higher than the listed charge. Be advised that any actual invoiced costs will be charged to you in addition to a 15% mark up to account for Management time spent on the repair.

Item:	Repair/Replace Cost:
<b>Appliances</b>	
Washing Machine	\$75.00/\$400.00
Dryer	\$75.00/\$400.00
Stackable Washer and Dryer	\$75.00/\$900.00
<b>Bedroom/ Bathroom</b>	
Bedroom Window Glass (standard)	\$200.00
Bedroom Window Hardware (standard)	\$50.00
Bathroom Windows	\$150.00
Bedroom Windows (floor to ceiling)	\$750.00
Mini-Blinds	\$50.00
Screen Replacement (bedroom)	\$60.00
Bathroom Cabinets	\$75 each
Cabinet Doors	\$25.00/\$50.00
Shower Head	\$50.00
Towel Rack	\$45.00
Toilet Seat/lid	\$50.00
Toilet Tank	\$175.00
Toilet Tank Lid	\$60.00
Complete Toilet Replacement	\$450.00
Shower Rod	\$40.00
Bath Exhaust Fan	\$150.00
Bath Sink Repair	\$50.00/\$100.00
Bath Faucet	\$50.00
Shower Knob	\$40.00
Sink Stopper	\$10.00
Tub Stopper	\$10.00
Bathroom Mirror	\$150.00
Carpet Replacement (entire room)	\$1,000.00
Carpet Replacement (closet)	\$500.00
Full carpet/pad (entire apartment, larger than studio or 1 bedroom)	\$2,500.00
Drawers	\$50.00 per drawer
Tub/ Shower and Surround Repair	\$75.00/\$800.00
Repaint Bedroom	\$500.00
Unclog toilet or shower drain	\$15.00
<b>Common Area</b>	
Vertical Blinds (individual slats)	\$10.00
Patio/ Balcony Sliding Door	\$50.00/\$500.00
Vertical Blinds (full replacement)	\$175.00

Screen Replacement (patio/balcony)	\$100.00
French Door Window replacement	\$100.00/\$750.00
Thermostat	Cost based on Invoice & 15% markup
HVAC*	Cost based on Invoice & 15% markup
Repaint Common Area	\$500.00

### General

Decoration removal	\$45.00 per decoration
Holes < 1 inch diameter	\$25.00 each
Holes < 1 ft. diameter	\$50.00 each
Holes larger than 1 ft	Cost based on Invoice & 15% markup
Threshold	\$25.00
Light fixture	\$100.00
Track lighting	\$150.00
Removal of unauthorized light fixture	\$50.00
Light bulbs	\$10.00
Ceiling Fan replacement	\$200.00
Furniture Removal	\$300.00 per room
Mattress Removal	\$200.00 per mattress
Trash Removal (per bag)	\$35.00 per bag
Outlet Face Plate	\$10.00
Outlet	\$100.00
Repair of Unauthorized Tenant Repair	\$200.00 plus labor
Floor/Vinyl Replacement	\$750.00 per room
Floor/ Vinyl Repair	\$25.00 per sq. ft
Touch-Up Paint	\$75.00 per wall
Repaint to cover wall color	\$250.00 per wall
Door painting	\$100.00
Wall repaint	\$150 per wall
Additional Labor	\$50.00 per hour
Re-Program fob/access card	\$25.00
After hours lockout	\$90.00 per hour
Unauthorized Animal in unit	\$100-500
Unauthorized Grill/Propane Tank	\$100-500

### Kitchen

Microwave	\$350.00
Microwave turntable	\$50.00
Microwave Handle	\$100.00
Microwave Vent cover	\$150.00
Stove/Oven	\$50.00/\$500.00
Oven Handle	\$100.00

Oven Racks	\$75.00
Oven Drawer	\$150.00
Oven Door	\$250.00
Stove top	\$250.00
Garbage Disposal	\$75.00/\$200.00
Refrigerator	\$75.00/\$900.00
Crisper Drawers	Cost based on Invoice & 15% markup
Refrigerator Shelves	Cost based on Invoice & 15% markup
Ice Maker	\$250.00
Drip Pan Set	\$25.00
Stove Coil replacement	Cost based on Invoice & 15% markup
Kitchen Sink	Cost based on Invoice & 15% markup
Kitchen Faucet	\$100.00
Dishwasher	Cost based on Invoice & 15% markup
Refrigerator Handle	\$100.00
Upper Kitchen Cabinets	Cost based on Invoice & 15% markup
Lower Kitchen Cabinets/ Bathroom cabinets	Cost based on Invoice & 15% markup
Cabinet Doors	\$25.00/\$50.00
Drawer Replacement	\$50.00 per drawer

#### Locks and Doors

Replace lock- Non-Electric	\$60.00
Replace lock- Electric	\$250.00
Replace lost FOB/ Access card	\$65.00
Replace lost key (non electric)	\$10.00
Replace storage key	\$10.00
Replace mailbox key	\$10.00
Garage Door Opener	\$75.00
Garage Door Key	\$10.00
Interior Door	\$50.00/\$150.00
Sliding Closet Doors	\$50.00/\$150.00
Apartment Entry Door	Cost based on Invoice & 15% markup
Door frame fix/ replace	Cost based on Invoice & 15% markup
Peep Hole replacement	\$15.00
Door stops	\$15.00 each
Strike Plates	\$15.00 each
Replacement Garage Door (Car)	\$1,000.00
Replacement Door in Garage (Non-Car)	\$150.00

#### Life Safety

Tampering/disabling smoke detector	\$500.00
Replacement Smoke Detector	\$500.00

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Replace Exit Sign

\$350.00

Tampering with a fire sprinkler

\$500.00 plus mitigation costs