

## **COMMUNITY POLICIES**

### **Compliance**

These Community Policies (“Policies”) are a part of each Tenant’s Lease Agreement. Capitalized terms used in these Policies and not defined shall have the meanings given in each Tenant’s Lease Agreement. Each Tenant and their guests are required under the terms of each Lease to comply with all the terms and provisions of these Policies. Failure to comply with any of the terms and provisions of these Policies shall be deemed a Lease violation, will constitute an event of default and a material breach of the Lease Agreement and may be cause for eviction. These Policies may be modified from time to time in the Landlord or the Manager’s discretion with 30 days’ notice to the Tenant. Interpretations of these Policies will be made by Landlord or Manager and such interpretations will be final and at the discretion of the Landlord or Manager.

### **Common Areas**

1. Playing with or throwing footballs, basketballs, soccer balls, volleyballs, tennis balls, golf balls, or anything else that can cause damage to the Property and/or to a Tenant’s property is prohibited in all areas of the Property.
2. No personal belongings can be left in entryways or other common areas on the Property. The Manager may remove personal belongings from the common areas, in which case it will store them for up to 30 days before disposing of such items. Tenants will be charged appropriately for any items stored. If applicable, Common Areas includes parking garage and storage units. No items are to be stored in the Parking Garage, including on a parked vehicle, or outside of a designated Tenant storage unit.
3. Cigarette butts, bottles and cans must be disposed of properly and not thrown in the common areas. Littering and damage caused to the Property will be charged against the responsible party.
4. Damage to the Property, including to any apartment, due to negligence or mischief of Tenant, Tenant’s household members or guests will be charged to the Tenant as additional rent.
5. No Loitering.
6. Barbecue Areas: Barbecue Areas, if applicable, are open to Tenants from 8 a.m. to 8 p.m., unless temporarily closed for maintenance or cleaning. Grills are available on a first come, first served basis, and children under the age of 18 are not allowed to use the barbecue grills. Tenant is responsible for providing the necessary cooking tools, including charcoal, to barbecue their own food; these items may not be left in the Barbecue Area. Tenants are asked to leave the common Barbecue Area in a clean, safe, and orderly condition.

7. Bicycle Storage Location: Bicycle storage rooms, if applicable, are for Tenants' use only and are on a first come, first served basis. Periodically, the Landlord may ask that bicycles stored be identified by Tenants and if not claimed these will be removed. Only bicycles are to be stored and the use of shared bicycle storage locations is at Tenant risk, Landlord is not responsible for damage or theft.
8. Fire Pit: Fire Pits, if applicable, are available on a first come, first served basis. Tenants are asked to leave the common Fire Pit area in a clean, safe, and orderly condition. Tenants may not remove furnishings from the Fire Pit area; Tenants may not leave or store any equipment or other furnishings in the Fire Pit area.
9. Fitness Center: Fitness Centers, if applicable, and any Fitness Center equipment are for Tenant use only. Users of the Fitness Center are expected to be respectful of others using the Fitness Center at all times. If residents are waiting for a specific machine, the use of the machine will be restricted to thirty minutes per resident. Users should ensure that personal music and TV volume settings are not disturbing to others.

Tenants must wipe down the Fitness Center equipment after each use. Tenants may not remove any equipment from the Fitness Center; Tenants may not leave or store any equipment or other furnishings in the Fitness Center.

Pets are not allowed in the Fitness Center unless otherwise required by law.

10. Garden Bed: Garden Beds, if applicable, will be assigned to Tenants via an annual lottery system. Tenants assigned a garden bed are responsible for providing their own gardening products and tools; these items may not be left in the Garden Bed area. Tenants assigned a garden bed are asked to leave the Garden Bed area in a clean, safe, and orderly condition. Tenants assigned a garden bed may not leave or store any furnishings in the Garden Bed area.
11. Laundry: Laundry Rooms, if applicable, are for the sole use of Tenants. Machines are available on a first come, first served basis. As a courtesy, residents should promptly remove their personal items from the laundry equipment. Do not remove other people's laundry from washers or dryers.

Tenants may not leave detergent, bleach, dryer sheets, etc. in the Laundry Room and should please clean up any spilled detergents. Washers, dryers, and lint traps must be cleaned after each use; lint from lint traps and dryer sheets should be disposed of in the waste receptacle provided.

Machines should never be overloaded; dispenser compartments should not be overfilled.

12. Pet Wash: Pet Wash areas, if applicable, are for Tenants' use only and are on a first come, first served basis. Tenants are responsible for providing the necessary products, tools, and towels necessary to wash and dry their dogs; these items may not be left in the Pet Wash area.

A pet should never be left unattended in the Pet Wash area; Tenant should always have control of their animal in the premises. Tenants are asked to leave the common Pet Wash area in a clean, safe, and orderly condition.

Tenants may not remove any equipment from the common Pet Wash; Tenants may not leave or store any equipment or other furnishings in the common Pet Wash.

13. Pool: Swimming pools, if applicable, are open to Tenants from 8 a.m. until 10 p.m.—Memorial Day to Labor Day—unless temporarily closed for maintenance or cleaning.

No lifeguard is on duty; all persons using pool do so at their own risk. Each Tenant is solely responsible for his/her own safety and the safety of the Tenant's family and guests while using the swimming pool. Children under the age of 18 years old must be accompanied by an adult at all times. An adult Tenant must accompany guests at all times at the pool; limit is 4 guests per unit.

All pool users are asked to shower before entering the pool. Gum and band aids must be deposited in a waste receptacle before entering the water. Diving and jumping are prohibited. Pets are not allowed in the pool area unless otherwise required by law.

No glass food/ beverage containers are allowed in the pool area. No food or drink is allowed in the pool water. Alcoholic beverages are prohibited. Any person suspected of being under the influence of alcohol or drugs is prohibited from entering the pool.

Large flotation devices and water shooting toys are not allowed. Small flotation devices, approved toys, etc. are not allowed to be left at the pool area.

Tenants are asked to leave the common pool area in a clean, safe, and orderly condition. Tenants may not remove any furnishings from the pool area; Tenants may not leave or store any equipment or other furnishings in the pool area.

### **Decorating**

1. Foil in windows, alcohol bottles, flags, signs and such shall not be displayed in windows.
2. No items are to be in the hallway outside the apartment or on the door (example mats or wreaths).

3. No alterations of any type are to be made to an apartment. The following are, without limitation, considered alterations:
  - a. Changing or installing lighting fixtures or other equipment.
  - b. Boring, marring or puncturing walls, fixtures, furniture, etc.
  - c. Wallpapering or repainting.
  - d. Replacement of any equipment or furnishings.
  - e. Use of screw, nails, or other fastening devices on walls, ceiling or woodwork (except small picture type nails or hooks).
4. The use of adhesive backed hangers is prohibited.
5. No "Christmas lights", even as seasonal or for temporary use.
6. Should tenant bring a live Christmas tree into the unit, proper care should be taken to water tree so as not to create a fire hazard. Tenant is responsible for disposal of tree at CSWD facility or other private disposal, as well as responsible for keeping common areas of the property clean and free from dirt, debris, and other matter when removing tree. Trees are not to be left in the trash dumpster or any common areas.

### **Deliveries**

1. No mail, packages, or deliveries will be accepted by or signed for by the Manager. The Manager is not responsible for, and the Manager will not supervise, any deliveries to any apartments. Upon move-out Tenant is solely responsible for forwarding mail and directing deliveries to Tenant's new address. The Manager is unable to provide past Tenants access to misdelivered mail or packages or redirect misdelivered mail or packages after move-out. Manager is not able to warrant that deliveries of furniture or any other items will fit in stairways, elevators, rooms, or through doorframes. Neither the Landlord nor the Manager is responsible for any damaged, lost or stolen goods, mail, deliveries or other personal property delivered to the Property or the Premises.

### **Guests**

1. Guests are permitted in each Tenant's apartment, however, a stay of two (2) weeks or longer constitutes occupancy unless otherwise approved by the Landlord or the Manager in writing. All occupants residing in an apartment must be named in the Lease as additional occupants. Everyone over the age of 18 must have an approved rental application on file with the Manager and sign the Lease Agreement.
2. Tenants are responsible for the conduct of their household members and guests and the adherence to the Lease, these Policies and any other rules and regulations of the community at all times. Tenants and their guests must behave in an orderly manner at

all times. Disorderly conduct and disturbance constitute an event of default (material breach of the Lease Agreement) and may be cause for eviction.

3. Tenants are financially responsible for the actions of their household members and guests.
4. Tenant will not enter any other tenant's apartment or bedroom without the consent of that tenant, and will not provide entry to the building to anyone other than Tenant, Tenant's roommates and Tenant's Guests.

### **Locks and Keys**

1. Each Tenant is provided with all necessary keys for his or her apartment. Upon vacating the apartment, each Tenant must return all keys to the Manager. Should keys not be returned when the Tenant vacates the apartment, a charge will be assessed to change the locks on the apartment doors,
2. Additional apartment keys will be made at a charge to the resident.
3. In the event of a lockout Landlord may elect to unlock door at the Tenant cost of up to \$250 or direct Tenant to contact a locksmith and Tenant shall pay the contractor directly.
4. The Landlord or the Manager retains a passkey to each apartment. Tenants shall not alter any lock or install a new lock on any door without the written consent of the Landlord or the Manager
5. If a Tenant requests a lock change, then the Tenant must pay the appropriate costs.
6. Tenant is responsible for notifying the Landlord or the Manager when Tenant becomes aware of an inoperable lock, or an inoperable window security or locking device.

### **Pets**

1. If a pet is allowed, then a Pet Permit Addendum will be signed by the Manager and the Tenant describing the pet (specifying the type of animal, size, etc.) and specifying the terms upon which the pet may be kept in the apartment, and the Pet Permit Addendum will become part of the Lease by reference. The failure to comply with any of the terms and provisions of a Pet Permit Addendum will be deemed a Lease violation, will constitute an event of default, be a substantial violation of the Lease Agreement, and may be cause for eviction
2. All animal feces must be picked up immediately and disposed of properly. Any pet being destructive or causing a disturbance may be cause for immediate eviction if the problem is not rectified upon notification.

## **Security Deposit Refunds**

It is the Manager's desire and intent to refund security deposits whenever possible. Following the guidelines included below will assist in this process.

1. At the time that each Tenant vacates an apartment, the apartment must be in as good condition **and as clean as** it was at the time of move-in (as noted in the Move in Condition Report), normal wear and tear excepted.
2. All belongings must be removed from the apartment.
3. All trash and debris must be removed from apartment, patio, etc.
4. All appliances and plumbing fixtures must be thoroughly cleaned.
5. All miscellaneous items provided by the Manager or the Landlord must be present: disposal lid, sink stopper, broiler pans, etc.
6. Mop all non-carpeted floors.
7. Carpets are required to be professionally cleaned upon Tenant move out and will be charged against Security Deposit unless Tenant provides proof of professional cleaning.
8. Thoroughly clean all mirrors, cabinets, drawers and shelves, appliances and fixtures.
9. Thoroughly clean all toilets, sinks, tubs, showers, shower doors and runners.
10. Return all keys.
11. Fulfill the terms of your Agreement, including by providing a written sixty (60) day notice prior to the end of the lease term of intent to vacate.
12. All utilities must be on for the term of the Lease Agreement. If not, the Tenant will be assessed a fee to have the electricity turned on, which will be payable as additional rent under the Lease.
13. Upon request, Tenant may participate in the final apartment walk-through with the Landlord or the Manager. In that way, the Tenant will learn about any assessments necessary for cleaning, repairs or replacements and will understand the basis for the corresponding deductions from the security deposit.
14. Landlord shall return to Tenants the balance of the security deposit in one check with all tenants listed, with interest if required by applicable law, together with a written

statement itemizing any such deductions, hand-delivered or mailed by certified mail to Tenant's last known address within 14 days after the last Tenant has moved out from the Premises.

### **Smoke/CO Detectors**

Each apartment is equipped with working smoke and carbon monoxide (CO) detection devices. Landlord acknowledges that each smoke and carbon monoxide detection device was tested and operable at the inception of each Lease. Tenant must inform the Landlord or the Manager immediately of any defect, malfunction or failure of any detector. As directed by Landlord, Tenant is responsible for replacing batteries in Smoke and CO Detectors.

### **Solicitation**

Door-to-door solicitation within the community, regardless of its nature, is prohibited.

### **Trash**

1. Trash may only be disposed of in trash receptacles. Trash must be disposed of using secure plastic bags. Tenants must put household trash inside the dumpsters, as the hauler will not remove trash left lying outside the dumpsters. Leaving trash outside the dumpsters creates a health hazard. Tenants shall not leave trash lying in the breezeways or on a patio at any time, as this also creates a health hazard. Manager will charge \$50.00 per bag for trash left out.
2. The Manager is not responsible for hauling away large trash items, such as old furniture, mattresses, tires, electronics, etc. **Removal of such items will be charged to the Tenant.**
3. Each Tenant must break down all boxes before recycling them.

The Manager will assess fines and penalties against any Tenant who disposes of trash in a recycling bin or who disposes of recyclables in a trash bin, which will be payable as additional rent under the Lease.

### **Windows**

1. Window air conditioners are prohibited. Only portable, free-standing floor standing units that vent out of a window are allowed. Proper care is to be taken to maintain the unit to prevent water damage from condensing unit.
2. If window treatments are provided by Landlord, no other window coverings are allowed.

Not to place anything on the outer edges of the sills of windows or hang any flags, banners or signs from any windows or place any flags, banners or signs in any windows.

## **Other**

1. It is each Tenant's responsibility to replace all light bulbs in the apartment other than fluorescent kitchen light bulbs. The Manager will replace fluorescent kitchen light bulbs following notification from Tenant that they require replacement.
2. If applicable, there is no storage allowed on balconies/patios. Only outdoor furniture such as table/chairs is allowed. A grill may be stored on balcony/patio but not used on balcony/patio.
3. Tenant will not misuse, tamper with or overload appliances or utilities furnished by the Landlord. In addition, Tenant shall properly use and operate all electrical and plumbing fixtures and shall keep all plumbing fixtures as clean and sanitary as their condition permits. All apartments are responsible for purchasing a plunger for the apartment and utilizing it should the need arise.
4. Tenant will not obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
5. Tenant will not to litter or obstruct the building or Property.
6. Tenant will not to shake, hang or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors or landings of the Premises.

**THESE COMMUNITY POLICIES ARE PART OF EACH TENANT'S LEASE AGREEMENT AND MAY BE MODIFIED, ALTERED AND/OR REVISED AT ANY TIME AT THE DISCRETION OF THE LANDLORD OR THE MANAGER WITH 30 DAYS NOTICE. NON-COMPLIANCE WITH ANY STATED POLICIES SHALL BE DEEMED A LEASE VIOLATION, WILL CONSTITUTE AN EVENT OF DEFAULT AND MAY BE CAUSE FOR EVICTION.**