

**Community Policies Addendum**

**Resident's Name(s):** -----

**Apartment Number:** -----

**Move-In Date:** -----

The undersigned acknowledge receipt of the Community Policies Addendum, which constitutes part of the Apartment Lease Contract. The Policies set forth in this Addendum are additions to, and are cumulative of, the rules and policies contained in the Apartment Lease Contract and are binding on all residents, occupants, and guests. These Community Policies are subject to change by the Owner in its sole discretion. You will be notified in writing of any new, updated or modified Community Policies, and you will be bound to comply with such new, updated or modified Community Policies upon receipt, actual or constructive, of notice thereof. To the extent of any conflict between the body of the Apartment Lease Contract and the Community Policies Addendum, the Community Policies Addendum shall control.

Resident Signature: -----

Resident Signature: -----

Resident Signature: -----

Resident Signature: -----

Date: -----

## **Affordable Housing Program Information**

1. **What is an Affordable Housing Community?**

We have designed this community under an affordable housing program offered to us by your state and other local agencies. The affordable housing program that we work within was designed with low-income families in mind. This program gives us the ability and opportunity to create high-quality housing at more affordable rents than comparable communities.

2. **Affordable Housing Programs – Just how do they work?**

There might be some confusion as to how the program works, so let's try to clear things up. First of all, the rental rate of the apartment is not based on a percentage of your income. There are income limits that apply to the rental of these apartment homes. The limits are derived from a percentage of the average income level of all residents who live in your geographic area. Under the affordable housing program, the maximum allowable income is based on the total number of people to occupy your apartment home and the combined gross income of all persons to occupy that home. For more information see your Resident Selection Policy.

3. **What determines my income profile and eligibility for Affordable Housing?**

You will be asked to complete forms that request your income level, family size and financial assets. These factors determine your eligibility to lease an apartment home under the affordable housing program. If your income qualifies after third party verification, the owner or manager of Quest Asset Management, Inc. will process your application further, using standard screening policies and procedures. We will disclose the written rental criteria to you before you are required to sign a lease application.

4. **What benefits does an Affordable Housing Community offer?**

Some of the benefits of being a part of this special program are that we offer you a privately owned and professionally managed community designed with you in mind. We have developed a "community" of apartment homes with features and amenities that allow for an active lifestyle. You get all the benefits of our many years of development, construction and management experience.



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*Community Policies Addendum*

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## **APARTMENT COMMUNITY RULES & POLICIES**

1. **ALCOHOLIC BEVERAGES:** No open containers or consumption of alcoholic beverages are allowed in the common areas.
2. **BBQ GRILLS:** The resident shall not keep or use any flammable materials in their apartment. All barbecue grills in use must be at least 10 feet from any building per City codes. Any violation of this code carries a \$50.00 fine and possible termination of lease. Fire laws and insurance requirements prohibit the use of barbecue grills in breezeways, on balconies, or on patios. **Any and all resident charcoal, or wood burning grills or smokers are strictly prohibited from the property and will be removed without notice for the safety of our residents. .**
3. **CHILDREN** – The playground hours are 8:00 am to 8:00 pm.
  - a. Children, like adults, must not engage in conduct that disturbs the rights, comfort, health, safety and convenience of others, or that poses a danger to themselves, other persons or property.
  - b. Neither Quest Asset Management, Inc. nor the property owner will be liable for any injuries to a child due to lack of supervision.
    - If a member of our staff sees a child, or receives a report of a child, engaging in conduct that that poses a danger to themselves, other persons or property, or that disturbs the rights, comfort, health, safety and convenience of others the staff member will escort the child home and inform the Resident(s) of the situation. If such child cannot be identified or is unsupervised, we will keep the child in the office or call the authorities until the Resident(s) or other person responsible for the child are located. Management reserves the right to prohibit a person who engages in such conduct from returning to the location or facility in which the conduct occurred, and from other common areas, in order to prevent recurrence of such conduct.
    - Residents are personally liable for property damage or personal injury caused by children who are occupants or guests of the Resident(s).
    - We may report unattended children to child protective agencies.
    - Children, like adults, are not permitted to loiter in or around any area within the community.
    - Children, like adults, are not permitted to skateboard, roller blade, roller skate, or bike ride in the following areas: mail areas, around the leasing office area, or on sidewalks.
4. **COMPLAINTS:** Any complaints regarding services of property must be made in writing, signed and delivered to the on-site management office. All requests and notices submitted electronically are not valid unless the email includes a digital (scanned) letter with a current resident(s) signature on it [included as an attachment] and the electronic complaint **from you to us** must be sent to the email address specified in your Lease.
5. **CURFEW:** A general curfew for ALL residents, occupants and guests will be 10 p.m. Sunday through Thursday and midnight Friday and Saturday.
6. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES:** You will be liable for the following charges, if applicable: unpaid rent, unpaid utilities; unreimbursed service charges;

repairs for damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burnt-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under the lease; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges outlined in the Lease; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned check charges; and other sums due under this Lease. You will be liable to us for charges for replacing any keys and access devices, referenced in the Lease, if you don't return them all on or before your actual move out date; and accelerated rent if you violate the Lease. **We will also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this lease.**

Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise or you do not provide the Owner a valid postal (USPS) forwarding postal address. Any refund will be by one payment jointly to all residents and distributed to any one resident we choose or distributed equally among all residents.

7. **DECORATING:** Inside your apartment, you have the freedom to decorate. However, in order to receive a refund on your security deposit, you must return the apartment to its original condition, less ordinary wear and tear. We will allow a small amount of nail holes for picture hanging. You will be charged for any molly bolt, toggle bolt or anchor holes in the walls. No alterations may be made to your front door or the entrance to your apartment. You may use a front door mat that we approve. We will not approve, and will remove, mats that are not designated for outdoor use such as automobile mats. Flags and signs are prohibited if they are displayed or can be seen from outside of your apartment. Holiday decorations are allowed but must be removed within two weeks after the holiday.
8. **FIRE:** Fires are a serious problem in apartment communities – much more so than in a single family dwelling due to the number of families living within each building. Loss and damage of personal items can be quite an emotional and expensive experience. Often fires are started through carelessness with cooking grease, matches, cigarettes, and fireplaces. Many fires can be avoided by using caution and common sense. We recommend the following:
  - Let cooking grease cool then pour into a metal can or ceramic grease container.
  - Do not let people cook on the range who are not experienced and knowledgeable about safe use, and physically capable to do so safely.
  - Avoid cooking while intoxicated, medicated, or sleepy.
  - Rather than trash cans, use an empty metal can to dump ashtrays into.

- Do not remove smoke alarm or smoke alarm battery. It is against Texas law for you to do so. Test alarms monthly to make sure they are still functional. Notify management immediately of a non-functioning smoke alarm. (Reference Section 9 below)
- Do not put gas operated tools or vehicles (motorcycles, lawn mowers, trimmers, etc.) inside the apartment or under stairwells.

## 9. SMOKE DETECTORS

Residents will be responsible for reporting, to the management office, a smoke detector that is not working. If an apartment is inspected routinely or otherwise by management or maintenance and they find:

- a) The smoke detector is not working, and
- b) There is no work order request from the tenant to repair it,

Then, THE TENANT WILL BE CHARGED TWENTY DOLLARS (\$20.00) for failure to report it. If your detector is battery operated and repair is just battery replacement, the resident has a maximum of 24 hours to replace the batteries at his/her expense.

If you damage or disable the smoke alarm or remove the battery without replacing it with a working battery, you will be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney fees. By signing this Community Policies Addendum, you are certifying that:

1. You have read this policy.
2. You presently have a working smoke detector in your apartment.
3. You are responsible for keeping the wires intact if you have a wired electric smoke detector.
4. You are responsible for the battery replacement for a battery smoke detector whether you come by the office and pick up a battery, or purchase it yourself. If picked up at the office, there will be a charge of \$10.00 per battery.

10. **AMENITIES / FITNESS ROOM / COURSES (if applicable):** Your permission for use of all common areas, amenities, and recreational facilities (collectively "Amenities") located at the property is a license granted by us. The permission is expressly conditioned upon your compliance with the terms of the Lease, the Community Policies and any signage posted in or around any of the Amenities. We have the right to set the days and hours of use for all Amenities based upon our needs. We reserve the right to make changes to the rules for the use of the Amenities at any time. The fitness room / courses (if applicable) are provided for the enjoyment of all residents. Help us keep the fitness room clean and safe by remembering the following policies for your safety and enjoyment and the safety and enjoyment of others:

- The fitness room hours of operation are the same as the posted leasing office hours of operation unless otherwise noted on a sign within the fitness room.
- Attendants are not provided. Use the fitness room at your own risk. Management is not responsible for accidents or injuries.
- Please check with your physician prior to use of the fitness room or taking courses. Use of the fitness room is not recommended for individuals consuming alcoholic beverages or taking medications, or persons with heart or other serious medical conditions.
- No food or beverages other than water when using the fitness room.
- No glass bottles are allowed in the fitness room.
- Keep body clear of weights and other moving parts when using fitness equipment.

- **Do not** make repairs to fitness equipment. Please report needed repairs to the management office.
- **Do not** use, adjust or operate fitness equipment beyond your physical limitations.
- People who cannot safely use the fitness room, who cannot safely operate fitness room equipment, who damage equipment in the fitness room and who interfere with others' use of fitness room and equipment, are not permitted to use the fitness room. Management reserves the right to prohibit persons who violate this section from returning to the fitness room.
- Please report vandalism and unauthorized users.
- **Do not** remove fitness equipment from the fitness room.
- **Do not** leave personal items in the fitness room. Management is not responsible for lost or stolen articles.
- No wet bathing suits or bare feet when using the fitness equipment.
- Respect others by keeping noise to a minimum and by disposing of trash properly.
- Residents, occupants or guests failing to comply with these instructions will lose privileges to use the fitness room and any equipment.
- For non-emergency issues specific to the fitness room, please contact the leasing office directly via phone, email or resident portal (if applicable).
- **In case of emergency, dial 911.**

**Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury that results from the use of any Amenities by you, your invitees, your licensees, your occupants, or your guests. This release applies to any and all current, past, or future claims or liability of any kind related to your decision to use the Amenities.**

11. **HVAC Operation.** If the exterior temperature drops below 32°F, you must keep the heat on and set to a minimum of 50°F. You must open all closets, cabinets, and doors under sinks to assist in keeping plumbing fixtures and plumbing pipes from freezing, and you must drip all faucets in your apartment using both the hot and the cold water. Leave faucets dripping until the exterior temperature rises above 32°F. You must leave your HVAC system on, even if you leave for multiple days, and have it set to auto at all times.
12. **KEYS AND LOCKS:** Management must retain a key to each apartment. Resident will get a key from management. Management will not issue keys to anyone other than the resident listed on the lease. We will not allow anyone access to your apartment without your prior written consent. This includes, without limitation, family, friends, delivery, and repair services. The care and maintenance of the keys and locks to your apartment is of critical importance.
  - Our staff will make a duplicate of your apartment key upon your written request. Key charges will be \$8.00 each.
  - If you lose your apartment keys, or suspect your keys have been stolen, and make a written request to have your lock changed, we will do so during normal business hours for a charge of \$25.00 per lock, which will include two keys.
  - After office hours, a charge of \$50.00 will be assessed for unlocking a locked apartment at your request. Residents must provide photo identification satisfactory to management staff before the staff can allow them access to an apartment.

- No resident shall alter any lock or install a new lock on any door leading into their apartment unless authorized by law. Any locks changed without consent will be drilled out at the resident's expense and changed to our property lock.
- Take precautions with your keys. Do not hide a key outside your apartment. Do not give your keys to acquaintances. Do not put your address on your key ring. Keep your car keys and apartment keys on separate rings.
- Your apartment is provided with latches on every window and a deadbolt and keyless lock (if applicable) on every exterior door. If your apartment does not have a keyless lock then the landlord is authorized by this addendum to periodically check on the well-being, health or perform wellness checks for any resident. If your apartment has a sliding glass door, it is equipped with a handle latch and one additional latching device, either a pin lock, a charley-bar, flip latch or screw latch. We strongly recommend that you keep all windows and doors locked at all times. Immediately upon move-in, check all of the above and report any broken, missing, or unserviceable items to the office.

**13. MAINTENANCE REQUESTS / EMERGENCIES:** All non-emergency maintenance requests should be delivered to the property office in writing or submitted from the resident portal (if applicable). Properly submitted non-emergency maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. If there are any additional issues or follow up to the original maintenance request after maintenance has been performed, it is the residents' responsibility to request a follow-up to the original request in writing within three calendar days from the last date management visited the apartment. Maintenance requests will be handled after office hours if there are emergencies. We define **EMERGENCIES** as situations which present a danger to persons or property. The list below constitutes examples of emergency requests:

- Fire
- No electricity
- No gas (if applicable)
- Broken or non-working exterior doors, locks, windows
- No heat (when outside temperatures are below 50 degrees)
- No air conditioning (when outside temperatures are above 90 degrees)
- No water
- Commode not functioning properly (when only one in an apartment)
- Flooding
- Broken pipes

After office hours, emergency maintenance requests must be reported by contacting the maintenance employee that is on duty at the time. The pager/mobile number is:

<p><b>MAINTENANCE EMERGENCY #:</b>  <b>(Please indicate if this is a pager or mobile number in the blank below)</b></p> <hr style="width: 80%; margin: 0 auto;"/>
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14. **OCCUPANCY RESTRICTIONS:** All residents and occupants of a residence must be shown by name on the current lease. For additional information, see Resident Selection Policy & Management Plan.
15. **OVERNIGHT GUESTS:** “Overnight Guests” are defined as persons staying more than three nights per week. No more than 3 overnight guests are allowed in any apartment at any given time. No guest may stay more than six nights per month. Violation of this provision is grounds for termination of the Lease Agreement and eviction of the residents.
16. **PACKAGE SERVICES:** We do not accept packages, document envelopes or postal mail on behalf of residents in our offices.
17. **PATIOS, BALCONIES AND PORCHES:** Patios, balconies and porches cannot be used as storage areas and any articles owned by you are limited to the boundary of your connected patio, balcony or porch only. Residents adding, placing, storing, planting or hanging items is prohibited in flowerbed, lawns, walkways, common areas or the exterior of any building. Any unacceptable articles placed beyond the boundary of your patio, balcony or porch is not permitted and are subject to being removed without notice. No garbage cans, trash bags, or boxes are to be placed on patios, balconies or porches even for a short duration of time. The only acceptable items include patio furniture, potted plants, and exterior décor. **DO NOT** put holes in the siding or hang items from the soffits or gutters. Resident installation and use of outside water hoses within the community is prohibited unless the Owner has authorized such use in writing. Residents are to dispose of trash in the appropriate manner by walking it immediately to the dumpster and putting the trash IN the dumpster, not beside it. The Owner reserves the right to establish and enforce standards relating to the décor and appearance of your patio, balcony or porch. No blocking of any doors, windows, egress or ingress is allowed at any time.
18. **POOL RULES:** The pool is provided for the enjoyment of all residents. Help us keep the pool clean and safe by remembering the following policies:
- **WARNING!!!** NO Lifeguards are provided. Swim at your own risk. For your safety, do not swim alone. Management is not responsible for accidents or injuries.
  - Since the community pool is not heated or covered, the pool is open seasonally. Each year, the pool and the surrounding enclosure will close starting on the Labor Day holiday and open on the Memorial Day holiday.
  - Pool Hours are \_\_\_\_\_ to \_\_\_\_\_ Monday through Friday; \_\_\_\_\_ to \_\_\_\_\_ Saturday and Sundays.
  - The pool may be used only by residents and their guests. No more than 2 guests per apartment are allowed to be in the pool area at any time, and residents must be with their guest(s) within the pool enclosure, at all times.
  - Children under the age of 14 should not use the pool without adult or older skilled swimmer supervision, unless the younger child is a strong swimmer who can be in the pool safely. Residents are responsible for the safety of their occupants and guests, including children and adults, in the pool or pool area.
  - Children or adults wearing a diaper are prohibited in the swimming pool itself. Any changing of a child’s diaper must be done while at least six feet away from the edge of the pool.
  - Animals are not allowed in the pool area, except for service or companion animals. No animals, including service or companion animals, are allowed in the pool itself.

- Use plastic or paper containers only. Glass is not permitted.
- Only proper swimming attire is allowed. A swimsuit “cover-up” should be worn to and from the pool. Cut-offs may not be worn in the pool.
- Any person who is, in the sole judgment of owner’s representative, under the influence of alcoholic beverages will be excluded from the pool area.
- No person who has a communicable disease or open wound may use the pool.
- No diving is permitted.
- No running in the pool area is permitted.
- Owner is not responsible for articles which are lost, damaged or stolen.
- Respect others by keeping noise to a minimum; covering pool furniture with a towel when using suntan oils; leaving pool furniture in pool areas; disposing of trash properly and keeping pool gates closed.
- **In case of emergency, dial 911.**

19. **PROPERTY AND APARTMENT DAMAGES:** In addition to obligations outlined within your lease and this addendum, residents will be liable for all damages to the premises, lawns, shrubs, and flowers caused by residents, resident’s occupants, or resident’s guests and/or agents, particularly by moving furniture or bulky articles in or about the premises.

20. **QUIET ENJOYMENT:** No resident, occupant or guest of a resident will be allowed to make noise loud enough to disturb the rights of other persons outside the resident’s apartment. This includes loud music, loud people, vehicles playing loud music in the parking lot etc. All residents must be considerate of their neighbors and other occupants. Typically, we follow this procedure: First violation will result in a verbal warning followed by a general letter. Second violation will result in a formal written lease violation. Third violation will result in eviction. However, management reserves the right, at any time, to exercise any remedy provided by the lease or allowed by law. If you have a noise complaint concerning a neighbor, we recommend the following procedure:

- First, speak to your neighbor yourself. They may not be aware of the disturbance.
- Second, if the problem persists, contact the Leasing Office during business hours, and we will attempt to address the problem.
- Third, if it is after office hours, or the problem persists, contact the police.

21. **RECOMMENDED MOVE-OUT CLEANING INSTRUCTIONS:**

**Kitchen**

1. Refrigerator: Defrost, clean, wash, and disinfect all surfaces. Turn refrigerator off and leave doors open to prevent mildew.
2. Range: Clean all surfaces to remove grease and burned on particles. Thoroughly clean knobs and polish chrome surfaces. Clean underneath burners.
3. Vent-a-hood: Clean all surfaces to remove grease and burned on particles. Remove, clean, and reinstall filter. Do not attempt to clean secondary charcoal filter.
4. Dishwasher: Remove debris and wipe inside surfaces. Clean and polish the front panel including knobs.
5. Cabinets and drawers: Remove all lining material, wash and disinfect all shelves and interior surfaces. Clean and shine countertops and cabinet fronts.
6. Sink: Scrub and clean sink with appropriate cleanser. Clean gasket, cover, and sink strainer. Polish faucet set.

7. Other items: Thoroughly clean light fixture covers, electrical outlet covers, and switch plate covers.
8. Other areas: Clean areas between appliances, walls, and cabinets.
9. Floor: Sweep and mop all tile floor surfaces, vacuum all carpet areas.

### **Bathroom**

1. Bath/Shower: thoroughly clean tile, porcelain, or fiberglass surfaces. Polish faucet sets and chrome.
2. Commode: Remove disinfectant devices from tank. Clean and disinfect all surfaces.
3. Sink: Clean and scour sink. Polish faucet set.
4. Mirror: Clean with glass cleaner.
5. Cabinet, drawers, & medicine cabinet: Remove all lining materials, wash and disinfect all shelves and interior surfaces. Clean and shine countertop and cabinet fronts.
6. Floor: Sweep, mop, and disinfect.

### **General**

1. Clean all light switches.
  2. Clean all window glass door tracks.
  3. Clean all windows.
  4. Sweep cobwebs from around doors and other areas. Clean front entry light fixture.
  5. Clean front door inside and out.
  6. Vacuum carpet.
  7. Clean all mini-blinds.
  8. Make sure all debris is removed from the apartment including clothes hangers, phone books, and trash bags.
  9. Clean all fixtures and ceiling fans.
  10. Replace all burned out or missing incandescent light bulbs.
22. **RETURNED CHECKS:** Returned checks must be replaced by cashier's check or money order only, and resident will not make future payments by personal check. A \$40.00 fee plus applicable late charges will be assessed on all checks returned by a bank for any reason. Checks will not be re-deposited. Management will refuse to permit additional payment by personal check if a check is returned by your bank for any reason. A resident with a history of late payment jeopardizes his/her continued residency.
23. **SAFETY:** As stated in your Apartment Lease contract (paragraph 19) and in the Security Guidelines for Residents Addendum, the apartment community provides no guarantee of personal safety and security. At our option, we may provide professional courtesy services to our residents and their guests, but any such services are not security. We are not required to provide such services. You agree that you will not rely upon any security measures taken by us for personal security and that you will call 911 and local law enforcement authorities if any security needs arise. If you notice any suspicious, unusual or criminal activity, call 911 or local law enforcement immediately. **DO NOT** call the Leasing Office or the maintenance emergency number until you have contacted the police first. This will waste precious time. Residents should also report to management any continual incidents which may only occur after hours, i.e., threats by other tenants, unwanted guests, etc. There will be no loitering or congregating in groups of more than 4 people in the parking lot or other common areas. Management has the right to require any groups to break up at any time. For your personal safety and protection, do not allow strangers into your apartment. Your apartment community does not allow door-to-door

solicitors of any type. This also means that you, your guest and occupants may not solicit business or any contributions. In addition, conducting any sort of business (including, without limitation, child care) in the apartment community is prohibited, provided that you may work remotely “at home” via the internet, telephone, or mail in any lawful business, provided that customers, clients, patients or business associates do not come to your apartment or the apartment community for business purposes. If solicitors bother you, please call the Leasing Office. The maintenance of the exterior lighting at our community is an important part of our security measures. If you notice that lights are out, please contact our leasing office during business hours, and we will handle your request as a priority. If you, your occupants, or your guests are affected by a crime, you must make a written report to the appropriate local law-enforcement agency and to our representative. You must also give us the law-enforcement agency’s incident report number upon request. We may, but are not obligated to, exclude from the apartment community any persons whose conduct violates Section 11.1 of the Apartment Lease Contract.

24. **TRASH** Leaving your trash outside for more than one day is a lease violation. If maintenance has to remove trash from your front entryway or patio, you will be charged \$10.00 for each bag. One of our goals is to provide you with a clean and pleasant community. We cannot do that alone. Your full cooperation is necessary. If you are ill and need assistance with carrying out your trash, please contact the office. The following are some ways that you can help:

- Do not use entry areas or parking areas for storage of trash until trash pick up day (if applicable). **All trash must be kept indoors until trash pickup day (if applicable).**
- Don’t throw trash on the grounds (candy wrappers, soda cans, junk mail, etc).
- Do not use entry areas or parking areas for storage of grills, old furniture, etc.
- All residents shall keep their homes in a good state of preservation and cleanliness and shall not permit the accumulation of trash or perishables to cause unsanitary conditions in the home or in the surrounding units. **PERIODIC INSPECTIONS BY MAINTENANCE OR MANAGEMENT WILL BE DONE TO INSURE PROPER CLEANLINESS AND SAFETY.**
- If your community provides valet or curbside trash pick-up then grocery store plastic bags or paper sacks are not permitted. Residents are required to use standard draw-string trash bags for valet or curbside trash pick-up. A warning [in writing] will be sent for the first violation if a store plastic bag or sack is used and a \$25 fine, per occurrence, will be assessed for the second and subsequent violations.
- Any resident that disposes of cat litter into the community dumpster without first putting it into a draw-string trash bag will be fine \$50 per occurrence.
- It is strictly prohibited to feed any animals outside of your apartment or in any common area. A written warning will be sent for the first violation. A \$50 fine will be assessed for any farther violations.
- Do not put furniture in or around the dumpster enclosure. Violators will be fined \$50 for each item per occurrence.

25. **USE OF PREMESIS:** Public sales, including, without limitation, yard/patio sales are prohibited in your apartment and the apartment community.

26. **VEHICLES AND PARKING:** Residents or guests are not permitted to do repair work of any kind, change oil, empty ashtrays, or wash any vehicle on the property. Residents may change a

flat tire while the vehicle is parked at our apartment community. At our sole discretion, we may prohibit or regulate the time, manner, and place of parking of all cars, trucks, motorcycles, bicycles, boats, RVs and trailers. Registered and unregistered golf carts, go carts, all-terrain vehicles (ATV), utility terrain vehicle (UTV) and rough terrain vehicles (RTV) are prohibited at our apartment community (including those parked / stored on a trailer at our apartment community). Motorcycles, go carts or motorized bikes must not be parked inside an apartment, on sidewalks, under stairwells, or in handicapped-parking areas. We will have any unauthorized or illegally parked vehicles towed or booted at the owner or operators' expense at any time if the vehicle:

- a) Has a flat tire or is otherwise inoperable;
- b) Is on jacks, on blocks, or has a wheel missing;
- c) Takes up more than one parking space;
- d) Belongs to a resident or occupant who has surrendered or abandoned the apartment;
- e) Is in a handicapped space without the legally required handicapped insignia;
- f) Is in a space marked for the office visitors, managers, or staff;
- g) Blocks another vehicle from exiting;
- h) Is in a fire lane or designated "no parking" area;
- i) Is in a space that requires a permit or is reserved for another resident or apartment;
- j) Is on the grass, sidewalk, or patio;
- k) Blocks a garbage truck from access to a dumpster
- l) Has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; **or**
- m) Is not moved to allow parking lot maintenance.

27. **WATERBEDS:** Waterbeds are prohibited.

28. **WINDOWS:** No shades, foil, blankets, etc. may be used as window coverings. All windows must remain uniform to our exterior décor and must be white when viewed from the outside. No signs will be allowed in windows for any reason with the exception of medical emergency signage.

29. **Payments:** All payments for any amounts due are to be made to the on-site management office in the form of personal checks, money orders, or cashier's checks, or paid using the community online payment portal (if applicable); initial registration required. We have the right to reject any payment not made in compliance with this paragraph.

30. **Requests:** Any and all notices and written requests must be submitted by hand delivery to the on-site management office (unless reasonable accommodation has been requested.) All requests and notices submitted electronically are not valid unless the email includes a digital (scanned) letter with a current resident(s) signature on it [included as an attachment] and the electronic complaint **from you to us** must be sent to the email address specified in your Lease.

31. **Month-to-month lease requests:** All month-to-month lease requests must be submitted to the onsite management office in writing and are subject to management approval. A month-to-month lease cannot exceed three months in length and will be at maximum allowed rent. All market designated units will be subject to an additional \$50.00 month to month fee.

32. **Smoking:** Per our resident selection policy, smoking is permitted in your apartment with a \$500 smoker's deposit. Smoking is not permitted in the office, clubhouse, laundry, or any other amenity area. **NEVER** dispose of cigarette butts on the grounds or parking areas.
33. **Insurance:** Our insurance does not cover the loss or damage to your personal property. You are not required to buy renter's or liability insurance but it is strongly recommended. We urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.