

RESIDENT HANDBOOK

Welcome to your Subtext Community!

It's exciting for us to know we can help get the most out of your experience by providing you with the best possible living conditions and environment. It is our goal to ensure **you** are satisfied at all times, and doing so will require a cooperative effort between us, our on-site team and you. Please take the time to read this handbook so that we are all working together to uphold the safest, cleanest, and most inviting community possible. The handbook covers all general and overarching policies, while the Addendum will include community specific rules unique to your community.

The contents of this handbook simply elaborate on Verve rules and responsibilities as well as outlines procedures and protocol for certain events and circumstances that may arise. It is important that you read and are familiar with the handbook's content as you are held responsible to its terms and policies. Some situations may be outside the scope of this handbook, and therefore, we reserve the right to change its contents as we believe necessary, and if applicable we will notify you and the community. If you need additional information or have questions, please do not hesitate to ask someone from your on-site staff.

When reading through the handbook, be aware of the terminology used. , "You" and "your" refer to the residents, and "we", "us", or "our" is management and "landlord" or "Landlord" is the owner.

Lastly, we encourage all of our residents to purchase renter's insurance. It is an important way to protect yourself against damages or theft of personal property and property damage that may occur at the community.

Please feel free to contact us if you have any questions or concerns relating to the Handbook, or any other subject matter.

We look forward to serving your needs!

TERMS OF TENANCY

The following section is intended to help explain important aspects of your tenancy and answer common questions concerning its terms and conditions.

1. Occupancy:

Unless explicitly indicated in the lease, the number of occupants is limited as assigned.

2. Right to Privacy:

Management will not give anyone permission to enter your apartment without prior written notice, nor will any resident's phone number or personal information be given to anyone without consent. However, there are exceptions to when our staff has consent to enter your home without written consent, this may include, but is not limited to:

- Emergencies
- If you have abandoned your unit
- To perform necessary maintenance
- To perform agreed upon services
- To show prospective renters, purchasers, contractors, or other person(s) the apartment
- Health and safety inspections
- Any other situation permissible by law

In order to facilitate clear and quick communication, Landlord may send out important text messages regarding property to resident communication, community events, emergency announcements, or other important message via text message to the phone number provided during the registration process. By registering, Resident authorizes Landlord to send text messages. If Resident wishes to opt-out of this service, Resident must notify Landlord in writing and Resident recognizes that opting out of receiving text messages, may result in Resident not receiving certain messages from Landlord.

3. Rent Payment:

- **Not Applicable**

4. Payment Options:

- **Not Applicable**

5. Late Rent and Returned Checks:

- **Not Applicable**

6. Keys and Key Release:

Any keys or other entry devices given to you by management are intended for **your** use only. Duplicates are only to be made by Management, and all entry devices are to be returned at move-out. You are prohibited from changing locks or in any way denying Management entry into your unit. If you require us to provide you with a replacement key(s), a fee or our actual expenses will be assessed. You are prohibited from providing anyone not on the lease with a key unless authorized by Management and properly documented by the submission of a **Key Authorization Form**. We respect your privacy and will follow the guidelines concerning staff entry into your unit.

7. Utilities:

- **Not Applicable**

We are very mindful of the need to be "green" and when it comes to energy consumption and environmental responsibility. We explore many ways to reduce our energy footprint and ask our residents to do the same. Simple things like turning off lights when not in use, conserving water and adjusting your thermostat go a long way to saving you money and helping out Mother Nature.

INTERNET. If your landlord is providing basic internet service to you, service is subject to Network Access, Acceptable Use and performance level terms (see below). If you want voice service or additional internet capacity, they will be at your expense and you must make arrangements through your landlord-approved provider. You must first obtain our written consent. Additional services not paid by your landlord must remain on and paid for by you, in your name, through your contracted ending date regardless of whether you have moved out.

We will not be liable for any interruption, surge, or failure of telecommunications services (including internet access and voice service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. You hereby release us and your landlord from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

Network Access. You may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. We are not responsible for the purchase of these items, and we cannot guarantee compatibility with any device you may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the your computer operating system or any other feature will be your responsibility to resolve. Neither us nor your landlord will be responsible for software issues related to any user's personal computer.

Acceptable Use. Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services. The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized.

Sharing access to copyrighted material on the network is prohibited. Be advised that we, your landlord, and any landlord-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or Apartment where access of the Internet services were obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. We, your landlord, and your landlord approved-provider strive to provide a high degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

Performance Rises. Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but every reasonable effort will be made to ensure a high quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (i.e.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency servicing will happen over the course of the year.

8. Reletting Policy:

- **Not Applicable**

9. Transfer Policy:

- **Not Applicable**

10. Roommate Remediation:

- **Not Applicable**

11. Guests:

Guests must abide by ALL policies outlined in this handbook. You are solely responsible for the actions of your guests as well as informing them of the rules and regulations of the community. If a roommate is violating this policy, you may inform management for help in resolving this issue. Except as otherwise required by applicable laws, occupation of the Resident's bedroom shall be restricted to the Resident exclusively, excepting Resident's occasional overnight or Weekend guest. The occupancy of the Premises by an unauthorized guest in excess of three (3) days during the Term is not permitted.

12. Vacant Bedrooms:

- **Not Applicable**

13. Permits:

Resident may not park any vehicle on the Premises unless Landlord and Resident execute a Parking Addendum (Exhibit H - Parking Addendum), allowing the Resident to park a vehicle on the Property. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the Property at any time. Resident may not make repairs to automobiles on the Property.

All parking rules and regulations will be enforced per the terms of the Lease or any parking addendum, including the duration the parking permit is valid. Please comply with the following parking rules:

- 1) One parking permit will be issued per direct lease resident (no exceptions).
- 2) Parking on the grass will result in additional fees and/or towing.
- 3) Parking in the fire lanes is against city ordinance.
- 4) No parking in front of the dumpsters.
- 5) Do not take up two spaces with one car (double park).
- 6) Handicap parking with permit only
- 7) Guests may park in Visitor Parking only. Residents may not park in Visitor Parking (only in communities where visitor parking is restricted).
- 8) All residents must have a parking sticker displayed in the lower front windshield of the passenger side or hung from the rearview mirror.
- 9) Parking stickers must be displayed in vehicle it is registered to.
- 10) To replace a lost parking sticker, there is a replacement fee.
- 11) If a new vehicle is to be brought on property, the old sticker must be returned to the office before a new sticker is issued.
- 12) Upon moving out, parking stickers must be returned to the office, or there will be a fee assessed to your account.

We reserve the right to revoke a parking permit for any reason. Guest parking permits may be required and are only valid for the duration clearly designated by the permit. We assume no responsibility for any damages that occur to a guest's vehicle while it is parked at the community. Please see the Addendum for community specific parking rules. Landlord may tow, at Resident's expense, any vehicle determined by Landlord to have been abandoned or parked in violation of this Lease, the Parking Addendum, other property parking regulations or otherwise in violation of law.

Prohibited Use. Under no circumstances may the Resident park in the access drive, or any other places than the Resident's assigned parking space. This applies even in the event the Resident's space is occupied by an unauthorized vehicle. In the event an unauthorized vehicle is parked in Resident's space, it will be the sole responsibility of the Resident to contact the towing company and remove the unauthorized vehicle.

Towing. Contact information for the towing company will be posted in the parking area. Please observe all tow-away, handicapped areas, reserved parking, general tow away zones and the parking lot entrance. Vehicles improperly parked in these areas will be towed at the vehicle owner's expense. Speed limits are posted throughout the community. It is the Resident's responsibility to inform guests of the policy and management will not be responsible if their vehicle is towed.

No Dangerous Items. Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in Owner's sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. Because of carbon monoxide risks, Resident may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape. No smoke, fire, or carbon monoxide detectors will be furnished by Owner unless required by law. Owner will not perform pest control in Space.

14. Pets:

Pets may or may not be allowed at your community, however, pets are only permissible if they have been authorized by management during the signing of your Lease. All pet fees will be outlined in the Lease. If mandated, a Pet Deposit will be submitted upon the signing of your Lease. **BEFORE** you acquire a pet while living at the community, you must:

- Notify management immediately for approval
- Pay the applicable pet fees
- Submit a signed pet addendum.
- Gain written consent from all your roommates. If the consent of your roommates is not granted, then you are not permitted to apply for permission to house a pet. Community specific, the opportunity to transfer to a pet friendly unit or a single bed unit may be an option. In addition, all relevant transfer fees will be assessed.
- Exceptions to the Pet Policy may apply to assistance animals for medical need.

Restrictions - Acceptable animals include domestic cats, dogs (specific breeds are not permitted as indicated below), turtles, non-poisonous frogs, domestic hamsters, hermit crabs, gerbils, and small domesticated birds and domestic fish. The following breeds of dogs (or any mix of the following breeds) are not permitted: Pit bulls, (this includes American Staffordshire Terriers and Staffordshire Bull Terriers), Rottweiler's, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Chow Chows, Great Danes, St. Bernard's, and Akita's.

All other animals are prohibited, including snakes, spiders, ferrets, and iguanas. When and if an approved animal is permitted on a property, additional fees may be required. Additional requirements may be imposed. Visiting animals, for any reason, are not permitted. Animals must be registered prior to bringing them onto the property.

The following guidelines and regulations will be honored and enforced in relation to having an animal in your unit. These only apply to communities that allow animals:

- Animals must be registered and inoculated in accordance to local laws, and they must wear proper identification tags.
- The only animals permitted are the animals agreed upon by management during the signing and submission of the Animal Addendum.
- Animals must be kept on a leash and adequately supervised when on the community premises. You are completely responsible for and liable for any damages or injuries caused by your animal.
- If designated by management, you must comply with any rules outlining acceptable areas to walk your animal. You are responsible for cleaning up after your animal. Clean up charges will be assessed for failing to do so.
- If it comes to management's attention that you have been housing an animal without the proper permissions, you will be assessed additional fees and/or damages beyond the standard animal related charges and will be required to comply with all additional community animal rules. If you are unable to comply with these rules or get sign-off by management or your roommates you will be required to remove the animal from the property immediately.
- Some communities may have "dog parks" and residents must follow all posted rules for their dogs. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park.

You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.

If animals are discovered in a Community that does not allow pets, a violation will be immediately enforced. Any action in direct violation is punishable by fine, where permitted by law, and in certain circumstances, immediate termination of tenancy.

15. Photography and Videography:

Tenant hereby gives Landlord permission to take photographs and video during Landlord hosted functions or activities which may then be used for the Property newsletter, bulletin board, website, social media, or any other publications used for marketing purposes.

16. Rental Agreement and Lease:

- **Not Applicable**

II. **MAINTAINING YOUR UNIT**

1. **Model Disclaimer:**

The model apartment unit, located at the leasing office or within the apartment community, including but not limited to the counter tops, fixtures, flooring, carpet, appliances, furniture, and other treatments, shown to the Resident is intended to be representative of the general quality and type of construction and materials which Landlord intends to use in the apartment unit to be leased to Resident. The actual colors, styles, sizes, shapes, designs, materials, upholstery and other treatments in the apartment unit to be leased to Resident may vary. The actual apartment to be leased may vary in approximate size, square footage, and the layout. Resident acknowledges that the actual apartment to be leased will not include custom lighting, lamps, pictures, clothing, linens, unattached appliances, other personal property and decorations contained in the model for display purposes. The actual furniture provided, if provided, may vary based on the number of beds and baths in the unit leased by Resident.

2. **Furnishings:**

When Furniture is provided and if damage to the furniture occurs, Resident will be charged for the repair/replacement costs to return the furniture to its original condition. Normal wear and tear and manufacturer's defects will not be the responsibility of the Resident. As the caretaker of the furniture, it is the Resident's responsibility to notify the Manager if there is an occurrence of a manufacturer's defect to the furniture in the Apartment. If Resident does not notify the Manager of any defects to the furniture, Resident could be charged for the damage.

Damages to the furniture include, but are not limited to, the following examples:

Food Stains and Odor Stains;
Tears to the Fabric;
Structural Damage (i.e. broken leg, broken drawer);
Broken, Cracked, or Chipped Glass;
Pet Stains;
Discoloration of the Wood or Fabric; and
Chipped or Marred Wooden Surface

3. **Normal Wear and Tear:**

Resident agrees that the Premises and all parts thereof shall be returned to the Landlord in the same condition as it was received, less normal wear and tear. Normal wear and tear does not include, among other things, dirt, scuffs, stains, marks, or dents to furniture, or vertical or horizontal surfaces.

4. **Patios/Balconies/Windows :**

If you have a patio or balcony, you must keep them clean. They are not to be used for storage and heavy or unsightly items are strictly prohibited. Only outdoor furniture and related items are to be used to furnish them. Grills are strictly prohibited on patios or balconies. No unsecured plants may be permitted on the ledges or protruding from the railing. Please be aware of the maximum amount of people permitted on a balcony at any one time. The storage of bicycles on patios and balconies is subject to approval by management.

5. **Flags and Signs:**

Signs and banners may not be hung from patios, balconies, windows, or any other area that would be visible from the exterior without prior approval by management. We permit American flags and University specific flags to be flown tastefully. Management retains the right, in their sole discretion, to determine the definition of "tastefully."

6. **Antennas / Satellites:**

Installation of antennas or satellites outside your apartment is prohibited.

7. **Windows and Doors:**

It is prohibited to obstruct your apartment's windows and doors. Doors and windows are considered fire escape routes and it is essential for safety that they are passable in case of an emergency. Do not remove the blinds already installed in your apartment. If you alter the appearance of your windows (i.e. draperies, curtains, or blinds), you must restore them to their original state prior to the end of the Lease, and you will be liable for any damages or expenses resulting from the alteration. Besides blinds and drapes, nothing can be placed over your windows or in the window sills that can be seen from the exterior of your apartment (i.e. aluminum foil, cardboard, signs). You are responsible for any damages caused by leaving your windows or doors open.

8. **Exterior Decorations and Alterations:**

It is prohibited to make any structural changes or additions to the exterior of your apartment, which includes balconies and/or patios. Welcome mats are permitted; however, management reserves the right to ask for the removal of any decoration that is deemed distasteful or unwarranted.

9. **Interior Decorations and Alterations:**

Your apartment is your home and we want it to feel like it. Before you nail holes in the walls and tape posters up, there are a few things to consider: Interior decorations are encouraged, granted they do not cause damage, are permanently attached, or compromise the comfort of your roommates. **Stickers, glow in the dark stars, sticky tack, and other adhesives are prohibited.** You are responsible for the damages caused or labor required to restore walls, ceilings, cabinets, or doors to their original state caused by such substances or products. You must obtain written permission from management to do any repairs, painting, wallpapering, carpeting, or make any other alterations. **You are responsible for returning the interior of your apartment back to its original condition.** Prior to moving out, all hooks, nails, tacks and the like must be removed from all walls, ceilings, and doors. You are responsible for the expenses required to restore the walls, ceilings, and doors to their original condition.

10. **Mold / Mildew Prevention:**

You acknowledge that it is your responsibility to provide appropriate climate control, keep the apartment clean, and take common sense measures to prevent mold and mildew from accumulating in the apartment. You agree not to block or cover any of the heating, ventilation, or AC ducts in the apartment. If you notice any indication of the presence of mold that can't be cleaned with a common household cleaner and towel, a water leak, malfunctioning of any heating, ventilation, or AC systems, or inoperable windows, **please notify management immediately.**

11. **Prohibited Storage Areas:**

Aside from balconies and patios, it is also prohibited to use public areas, such as walkways, hallways, or entranceways for storage. In addition to the aforementioned areas, certain in-unit areas should not be used for storage, such as utility closets that contain water heaters, AC units, and other equipment. If you use prohibited areas as storage, your possessions may be impounded and can be redeemed only with submission of a signed Resident Storage acknowledgement form and payment of the relevant fees based on the *Exhibit E Fee Schedule*.

12. **Waste Management:**

We know you want a clean community as much as we do and we would appreciate your collaboration in keeping the community free of litter. It is your responsibility to properly dispose of trash bags and other garbage into the community dumpsters or trash collection areas. Do not place any forbidden (paint, chemicals, motor oil, etc) or hazardous materials in the trash receptacles. Additionally, Resident may never place trash or debris outside of the front door to the unit, outside trash chutes, in any common area of the building, or on the patio or balcony. We reserve the right to impose Lease violations for violation of any Waste Management rules, as specified in Exhibit E – Fee Schedule Addendum. If the dumpsters are full or overflowing, please contact management immediately, and they will arrange for removal as soon as possible. Trash pickup days vary by community so please see management for more details.

13. **Freezing Weather:**

If freezing weather is expected, open the cabinet doors under the kitchen and bathroom sinks so that the exposed plumbing fixtures do not freeze. See the next paragraph for freezing weather tips if you are going to be away from your unit during this time.

14. **Extended Leave Check List:**

If you are planning on leaving for an extended period of time, such as during a Holiday break, and your unit will be empty, it is your responsibility to perform the following precautions to avoid any undue damage and distress during your absence:

- **Set the thermostat to 55 degrees.** This is to avoid damages occurring to the unit or your personal possessions due to pipes freezing. If you fail to take this precaution, **you may be liable for damages** to your apartment and any other affected areas.
- Leave emergency contact numbers with the office.
- Secure or travel with any valuables.
- Make sure all windows and doors are locked.
- Do not leave any indication that you will be away for an extended period of time, such as a note or an answering machine message.

15. **Reporting Service Requests:**

Requests for maintenance to your unit should be submitted **as soon as the issue is brought to your attention.** This is to help ensure we can maintain your comfort and convenience, as well as to prevent the situation from worsening or causing other issues or damage. You can report service requests to Service2Facilities. Emergency requests should be placed via phone.

16. **Emergency Unit Response Service:**

For **24-hour emergency maintenance report service** call 380-500-4515). Please use your best judgment when determining the severity of a situation. The following list is an example of common emergency situations:

- No heat or AC when temperatures are less than 50 degrees or higher than 85 degrees.
- Utility failure such as no water, electricity, or gas.
- Overflowing toilet that will not stop overflowing when water has been shut off
- Broken water pipes, leaks, and severe back-ups.
- Malfunction of an essential appliance. (Does not include microwave or dishwasher – please report these as routine service requests)
- Lock-outs:
Note: If you lock yourself out of your unit and your roommates can not help you access your unit, notify management of the situation. You will be asked to provide photo identification before gaining entry into your unit. A fee of \$100.00 or our actual expenses and damages will be assessed for lock-out requests that occur outside regular business hours.

III. COMMUNITY GUIDELINES & RULES

Each community has its own particular set of rules and guidelines depending on community configurations, amenities, parking, units and the like. However, in general, management is responsible for, and has the authority to uphold the rules and guidelines associated with the community. Illegal and criminal activities are strictly prohibited within all communities. Noise, privacy invasion, and other resident complaints will be investigated and dealt with on a case-by-case basis. Any action in direct violation is punishable by fine, where permitted by law, and in certain circumstances, immediate termination of tenancy.

It is required that all residents are mindful of the responsibilities and limitations of community style living. Each resident is entitled to certain rights and opportunities including the right to privacy, right to access and use of community amenities, and the right to certain personal comforts such as, but not limited to, a reasonable noise level and a safe environment. Management is committed to assisting all residents; they are required to uphold the guidelines of their community in order to ensure that their residents have a pleasant and enjoyable living experience.

1. **Office Hours:**

The office operates according to standard business norms and honors most holidays. Signs and other notices will be posted when the office will be closed. They will contain information when the office will resume operations as well as the contact number for maintenance emergencies.

2. **Mail Delivery and Package Release:**

The mailbox is to be used jointly by all the Residents assigned to Resident's Unit. Packages may be received at the office. However, Landlord takes no responsibility for lost, damaged or stolen property left with the office. If Resident decides to have packages dropped at the office, Resident is doing so at Resident's own risk. Landlord encourages all Residents to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. Landlord reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if Landlord is not comfortable accepting a particular package.

If the Postmaster serving the Community has instituted or begins instituting during this Lease "single drop delivery", Landlord will place Resident's mail in the mail box, but assume no liability for misdelivery, delays in delivery and/or failure of delivery.

3. **Solicitors:**

Door-to-door solicitors are not permitted in the community. Please notify management if you notice or are confronted by a solicitor.

4. **Vehicle and Personal Property Maintenance:**

Auto repairs, as well as unusually large projects, are not to be performed on the community's premises.

5. **Recreational Facilities and Amenities:**

Your community may offer an array of "Common Areas" and recreational amenities. We offer these amenities in an effort to strengthen the sense of community and to provide you with an opportunity to enjoy on-site activities. It is important to respect the facilities and equipment, and to respect other residents who want to enjoy them as well. As a resident of the community, you are responsible for knowing and following the rules of each particular amenity. Resident agrees that Resident will be responsible for any damages to any Common Areas caused by Resident or Resident's guests or invitees. Resident and Resident's guests or invitees shall use the Recreational Facilities and Common Areas at their own risk.

Rules and regulation infractions can result in fines, as permitted by law, or restrictions management deems necessary, which may include the barring of further use of the facilities. We are not responsible for accidents, injuries, or lost or stolen items that occur when utilizing the facilities. Certain recreational activities require particular equipment for participation. If available, you can check out the equipment at the management office. You will be required to provide an adequate form of identification to use as collateral.

I. **Pool / Spa Area Rules:**

- **Use the pool at your own risk.**
- **There are no lifeguards on duty at any time.**
- You must abide by all rules posted within the Pool Area.
- No running or physical activities are permitted within the pool area.
- No intoxicated persons shall be allowed in the pool or spa.
- A responsible adult must accompany children under the age of 12 at all times.
- Pets are not allowed anywhere in the pool area.
- All guests must be accompanied at all times by the resident. No more than two (2) guests are allowed at one time unless you have prior approval from management.
- No food or drink allowed in the pool.
- You are responsible for cleaning up your trash.
- Glass is strictly prohibited within the confines of the pool area.
- The pool area is only accessible during the posted hours of operation.
- You must shower before entering the pool or spa.
- You are responsible for any damages that occur on behalf of your guests' actions.

II. Fitness Center Rules:

- Consult with your physician before participating in physically inclined activities.
- Some communities may require you to wear your Community ID while in the Fitness Center
- Read the instructions and clearly understand how to operate any fitness equipment.
- Only one guest per resident is permitted.
- Pets are not allowed.
- No wet clothing allowed in the fitness room.
- You must accompany your guest during work-outs.
- Children under the age of 12 are not permitted in the fitness room, unless accompanied by a responsible adult.
- Wipe down equipment after you use it.
- Do not attempt to repair or remove any fitness equipment.
- Notify management of malfunctioning equipment.
- Televisions may be provided to watch during work-outs in some communities and management will have control of these televisions.

III. Basketball, Tennis, and Volleyball Court Rules:

- Do not use the equipment in any manner other than it is designed to be used for.
- Do not abuse the equipment, such as hanging on the net or rim of the basketball hoops or displacing sand from the volleyball court. Damage to the equipment may be charged back to residents if they are identified as causing it.
- Abide by community rules concerning waits and sharing the courts.
- Motorcycles, bicycles, tricycles, skateboards and skates are not permitted on the court surface.
- Loud music is prohibited.
- In case of emergency, dial 911.

IV. Clubhouse and Entertainment Room Rules:

- Abide by all rules posted within the clubhouse or other entertainment / common area.
- No alcoholic beverages or smoking allowed in the clubroom.
- No wet clothing permitted in clubhouse.
- The area may be monitored for security purposes.
- Lease violations will be enforced and legal action will be taken if necessary.
- Do not abuse or misuse any equipment.
- If you check out any equipment, you are solely responsible for returning it. We will not pursue anyone else for damaged or lost materials.

V. Computer Labs and Study Rooms:

Computer labs are available for your convenience. They offer you the opportunity to access the Internet, print documents and complete projects using the software already installed at each station. Please use common sense when determining if a potential act would be encouraged or not. Explicitly prohibited acts include downloading or installing any software onto the hard drive, viewing inappropriate or pornographic material, and soliciting or pursuing a personal business endeavor using a community lab computer.

Rules:

- Computer labs are only to be used during the hours determined by management. They will be clearly posted around and in the computer lab.
- No food or drinks are permitted in the computer lab.
- These areas are intended for studying and group meetings. Please use "library etiquette" for noise and commotion.
- Documents are to be saved on resident's own storage device and not on hard drive.
- Documents saved on hard drive will be deleted.
- Resident must provide paper.
- Guests are not permitted.
- No viewing or downloading inappropriate or illegal materials.
- No downloading any files/software to any computer's hard drive.
- Printing may be provided free of charge or for a fee.
- Each community will have additional guidelines on their printing policies.

Please be aware that computer labs are monitored and you will be responsible for any damages caused to the equipment. Also note that we are not responsible for any inconveniences you experience while utilizing one of the community's computers. We are not responsible for any lost data, corrupted files, or any issue due to loss of privacy. You are susceptible to the same risks as you would be using any public computer, and you are responsible for any activities that occur while you use one.

VI. **Tanning Bed / Dome Rules:**

Use of the tanning facility by you is subject to the following:

- You must be 18 years of age, or older. If you are not 18 or older, you agree that it is your responsibility to notify us, and to provide us with a written parental consent before using the tanning facility.
- Your financial account must be current. Any outstanding rent installments, late fees, fines, etc. will prevent you from tanning until paid in full.
- Your failure to use eye protection made for indoor tanning may result in permanent damage to your eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines, or birth control pills.
- If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
- If you are pregnant, you should consult a physician before using a tanning device.
- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using the tanning device.
- You can only tan 1 time within a 24 hour period.
- You may only use tanning lotion or oil that is for indoor use ONLY! If we find that you are using outdoor lotion we will give you one warning and if we find it again you will be banned from tanning.

I acknowledge that I have read and that I understand the foregoing warning. On behalf of myself and my family and heirs, I assume the risk, and therefore hold Subtext and the property Owner, and its employees harmless, for any injury (including death) or accident, which relates to the use or misuse of the tanning device.

7. **Parking:**

As a general rule, the community's parking lot is reserved for motor vehicles belonging to residents and their guests, on-site staff, and any vehicles used for the operations occurring within the community. Parking trailers, boats, and other unusually large or situational use vehicles in the property's parking lot is prohibited. We are not responsible for any damage that occurs to your or your guests' vehicles while parked at the community. Be aware of any specific parking restrictions, such as in emergency spots, in front of community dumpsters, or temporary events such as maintenance usage.

Parking spots intended for "future residents" and "management staff" are reserved for their respective vehicles. Any vehicles discovered to be illegally parked may be towed at the vehicle owner's expense. If you live in a community that requires a Parking Permit, you must clearly display it on the windshield of your car at all times. Any unmarked cars may be towed at the expense of the vehicle owner.

8. **Laundry Area:**

Laundry facilities may be available for your convenience. Though they may be monitored for security purposes, we are not responsible for any damaged, lost, or stolen articles of clothing. Please be considerate of other residents when utilizing the laundry facility. Do not leave clothes in the machines as other people may be waiting to use them.

9. **Noise Policy:**

Living in an apartment community is an opportunity to be a part of a social environment while still being able to enjoy your own personal space and comfort. At times, communities will be very active due to the amount of residents residing there as well as the opportunities offered within the community. However, residents are required to not cause undue, excessively loud noise levels that may disturb other residents. All radios, televisions, stereos, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the premises at any time. We will investigate any complaints we receive concerning excessive noise levels.

Landlord reserves the right at any time to fine Resident, where permitted by law, contact guarantors, or declare Resident in violation of the Lease due to excessive noise and disturbances, in the amount(s) specified *Exhibit E - Fee Schedule Addendum*. Landlord and/or its agents on duty are the sole judge(s) of excessive volume rises, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to Landlord or Landlord's representative immediately. Resident waives all rights to privacy when noise coming from Unit is so loud that Resident is unable to hear Landlord knock. Resident will be found in violation of property rules and regulations and will be subject to fine(s), in the amount(s) of \$50.00 minimum fee and other disciplinary action if Landlord receives notice from the Police Department that noise levels were excessive.

10. Party Policy:

Social gatherings are permitted. However, any activities that pose a potential safety threat or could cause damage to the interior of your unit or any other aspect of the community are strictly prohibited. Landlord or its agents may make periodic inspections of Resident's units in order to ascertain any physical problems and also to ensure that Landlord's property is being cared for properly. If during the course of an inspection, stolen property (i.e., unauthorized property, highway signs, etc.), or contraband is found, it will be removed by Manager's personnel immediately and Resident(s) of the unit may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. Resident(s) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per the Community's Rules and Regulations. No warning notice will be given and fines and/or eviction, where permitted by law, may be assessed at the Landlord's discretion.

You are responsible for any damages caused by your guests. We will report any criminal or illegal activity that occurs during parties. You are prohibited from disturbing or disrupting other residents due to the noise level caused by you or your guests during social gatherings. Also, you are prohibited from hosting events that provide opportunity for damage to occur to the property. In particular, you must recognize the following guidelines as being rules that if broken are punishable by fine, where permitted by law, or other action deemed necessary:

- Social gatherings held between Sunday and Thursday must end by 10pm.
- Social gatherings held on Friday and Saturday must end by 12 midnight.
- No social gatherings are to be held during exam periods.
- Management retains the sole discretion on approving social events.
- Residents that have an idea for a social event should see management staff to determine if management would like to help host the party and pay for the event.
- "Open Parties" that extend open-invitation outside of the community will not be allowed.
- Residents and guests under the age of 21 are prohibited from consuming alcohol on site, unless otherwise permissible by local, state or federal law.
- Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the property. Kegs are prohibited on the Premises and within the Unit and on balconies. Glass containers of any type or any other container containing alcohol are not permitted in Common Areas. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking structure(s).

Failure to comply with the provisions of this paragraph shall be deemed a material breach, and in addition to any other remedy allowed at law, shall subject the Resident to an immediate fine, unless prohibited by law, and/or eviction. The Manager has full discretion regarding disciplinary action depending on the severity of the incident.

11. SMOKING:

Smoking is strictly prohibited in the Unit, all amenity areas, and Common Areas (including the pool deck). Any Resident found in violation of this policy will be immediately fined, a smoking violation fee of \$350.00 and risks additional fines imposed by city ordinances.

12. MARIJUANA POLICY.

State law may permit the limited use of medical marijuana and recreational purchase in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, dwelling complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user.

This premises follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture, or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.

13. OTHER SERVICES.

- **Not Applicable**

IV. SAFETY & SECURITY

1. Waiver of Responsibility:

We do not assure your personal security, and our security measures are voluntary actions in an effort to reduce the risk of crime in the community. You agree that the provisions of safety devices and patrol services will not constitute a guarantee of their effectiveness nor impose an obligation to us to continue providing these services. We have no duty of security or personal safety, except to proceed with diligence to repair any systems if they are reported to be ineffective or malfunctioning. Your safety and comfort is of utmost importance to us, and we strive to provide you with a community that you feel safe living in and inviting your guests to visit.

2. Inspections:

You will receive notification if and when we will be conducting Health and Safety Inspections. If applicable,

notices for remedial action will be posted on your door. Fines will also be posted if necessary.

3. Prohibited Items and Personal Property:

- *Grills*; it is in violation of fire regulations to store or use grills in or around your unit. In consideration of these regulations and your safety, it is prohibited to have grills on your patios or balconies. Grills can only be used in accordance with local ordinances and community rules, which may include designated locations throughout the community.
- *Hazardous and Illegal Items*; you cannot possess any hazardous or illegal items on the community premises including, but not limited to, firearms, explosives, and illicit substances.
- *Unusually Heavy Items*; you cannot furnish your unit with unusually heavy objects including, but not limited to, pool tables and weight lifting equipment.
- *Weapons*; Unless preempted by a law authorizing you to possess a weapon on our private property, possession of any weapon or ammunition in your apartment or anywhere in the apartment complex is prohibited. This includes, but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns.

4. Protecting your Personal Property:

It is your responsibility to account for your personal property while on the community premises. Do not leave any of your possessions in common areas. Always be sure to lock your unit for increased security. If applicable, ensure your vehicle is locked. Be aware of the risks of leaving furniture or other outdoor items on your patio or balcony and properly secure them if needed. If your community provides a public bicycle storage area, such as a bicycle rack, then secure it with a lock. Public fixtures and trees cannot be used to secure possessions.

5. Renter's Insurance:

We do not provide coverage for your personal belongings, property damage, or bodily injury. It is your responsibility to protect yourself and your possessions. We reserve the right to require you to obtain renter's insurance and provide proof of that insurance.

6. Protecting Yourself: Security and Safety Device Disclaimer:

We have no duty to furnish alarms, security guards, or other security devices, except as required by law. If we furnish any security devices, we have no obligation to inspect, test, or repair these devices unless you request us to do so in writing. You must inspect security devices upon move-in and will be given the opportunity to make comments on their condition on the **Unit Inspection Checklist**. Any security devices you install must comply with all applicable laws. You are responsible for any damages caused by installation or malfunctioning of any additional security devices. You are also responsible for the removal of the system at the end of the lease. It is important to realize that security devices are susceptible to error and malfunction. Using common sense and being aware of your surroundings is the best way to avoid danger and harm in the case of an emergency.

▪ **Preventative and Safety Measures:**

- Lock your doors and windows even if you are inside.
- Before answering the door, use the peephole or a window to check who it is before answering. If you do not know the person, talk to them through the door before opening it.
- Do not give out copies of your keys, which is strictly prohibited, or combinations to any locks on the community. If you lose your keys, contact management immediately so we can have your doors re-keyed. A fee will be assessed.
- Do not hide a key or combination code under the doormat or on your patio or balcony.
- Do not put your address on your key ring.
- Keep valuables out of clear sight. Ensure your blinds are drawn and that others cannot see inside your unit.
- Check your smoke detector and any carbon monoxide detectors monthly for dead batteries or malfunctions.
- Periodically ensure your door and window locks are working properly. Notify management if you discover they are malfunctioning. Also, report if common area light fixtures are not working properly.
- Do not walk alone at night.
- Immediately report any suspicious people or activity to management.
- If you are suspicious that your unit has been illegally broken into, call 911 and do not enter.

7. Emergency Situations – Police or Medical:

▪ **Emergency Protocol:**

- **Dial 911** for a police or medical emergency; **DO NOT** call the management office first.
- In the case of an emergency, be sure to adequately pronounce the seriousness of the situation. Use key words such as **“Help!”**, **“Police!”**, or **“Fire!”** to ensure that other residents understand the urgency of the matter.

▪ **Fire and Carbon Monoxide Safety Guidelines:**

Disabling or tampering with a fire extinguisher, pull stations, smoke detector, or any carbon monoxide detector is a violation of the law and may lead to fines, legal action and possible early termination of your tenancy.

- Preventative measures include:
 - i. Let cooking grease cool and then pour into a metal can. Do not pour grease or oil down any drain. Never pour hot grease into a plastic container. Do not put water on a grease fire.
 - ii. Do not let grease or oil cook on the stove unattended.
 - iii. Properly dispose of all lighted tobacco products in appropriate metal containers.
 - iv. Avoid cooking while intoxicated, taking medication, or when drowsy.

- v. Test smoke detectors and any carbon monoxide detectors monthly to make sure they are working.
 - vi. Do not store gas-operated tools or vehicles inside the apartment or under stairwells, breezeways, patios, or balconies.
- **In the Event of a Fire:**
 - **Refer to your community guidelines for specific instructions for fire procedures. Different communities will have different procedures.**
 - Call 911 if there is fire or smoke.
 - If there is a fire, do not enter the hallway or the breezeway. First, feel the door. If it is hot, use an alternate route. If the door is cool, use the closest exit.
 - If you are in a room full of smoke, crawl on your hands and knees as the cleanest air is near the floor.
 - If you cannot escape your apartment, stuff wet towels, sheets, and clothes around the door and vents to keep smoke out.
 - For additional information and instructions, please visit: <http://www.usfa.fema.gov/campaigns/smokealarms/escapeplans/index.shtm>
 - **Severe Weather Guidelines:**
 - Preparation:
 - i. Ensure that you have a functional flashlight, with extra batteries or other battery operated source of light in the case of electricity loss. Prepare for seasonal severe weather occurrences by having an extra supply of water and food.
 - ii. Establish a post-storm communication plan to keep in touch with your friends, family, and neighbors in the event of a severe weather situation.
 - iii. For more information concerning planning for severe weather situations, visit FEMA's website: http://www.ready.gov/make_a_plan.html.
 - **In the Event of a Severe Weather Storm:**
 - You should obey all evacuation orders issued by local, state, or federal agencies. Do not wait for instructions from the community.
 - Keep up-to-date concerning severe weather developments. Check the weather forecast on TV, the internet, or the radio to keep informed about severe weather situations.
 - Seek safety in 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 for protection.
 - Do not utilize plug-in electrical equipment. Do not use land-line telephones.

V. MOVE-OUT PROCEDURES

As the end of your tenancy approaches, and you're getting ready to move-out, it is important to be aware of the tasks you are responsible for prior to vacating your unit.. Essentially, there are **three** main goals:

1. Returning anything to the management office that you may have borrowed or were provided during your tenancy.
2. Paying any outstanding balances and leaving your forwarding address.
3. Returning your unit to the condition it was in when you first moved in.

1. **Key Return:**

Prior to leaving, you are responsible for returning all keys and other entry devices to the office. You should use this opportunity to return any other items that you may have borrowed throughout the term. Failure to return these devices will result in a fee to the resident.

2. **Paying your Balance:**

You are also responsible for paying off any outstanding charges that you may have accrued throughout your residency. These should be paid using any one of the methods described earlier in the handbook. Remember, **no cash payments are accepted.** You also should leave a forwarding address with the community.

3. **Cleaning your Unit:**

As the last thing you do before leaving, you must **restore** your apartment to its original condition from when you first moved in. There are some basic guidelines to follow when cleaning your unit:

- If you break it... fix it, unless you do not have the ability or skills to complete said task.
- If it was there when you arrived, it should be there when you leave.
- The unit should be cleaned thoroughly, to the point that a new resident could move-in the moment you leave.

There may be exceptions to these rules. For example, if there were agreed upon terms during the tenure of your Lease about the condition of your apartment, they will be enforced at move-out. This includes, but is not limited to, furniture additions and structural and physical changes and updates.

4. **Move-out Checklist:**

You will be provided a Move-out Checklist that will help walk you through the move-out process. This checklist will help give you a basic outline of how to assess your unit after you have finished cleaning it. The checklist itemizes each individual area of concern you are responsible for. In general, if you sufficiently

complete every step of the checklist, you should not be assessed any additional charges. You should be marking off each task as you complete them. You should submit the checklist to management afterwards.

A list of the move-out charges and their corresponding dollar amounts is itemized at the end of the Handbook. Please familiarize yourself with this list, it will help you better understand the expectations concerning the extent of cleaning and repairs necessary.

5. **Return of Security Deposit:**

- **Not Applicable**

6. **DISPOSITION OF PERSONAL PROPERTY.** Upon the surrender or abandonment of the Premises, or on termination of your tenancy by lawful eviction or expiration of the Term, neither we nor your landlord shall be liable or responsible for storage or disposition of any personal property remaining on the Premises that belonged to you or your guests unless you contact your landlord within ten (10) days of your landlord mailing notice to you regarding the personal property.

Any such personal property shall be deemed abandoned, and the title shall vest in your landlord. Your landlord shall be entitled to dispose of any such personal property in any manner that it deems fit in accordance with applicable law. Your landlord shall be entitled to recover from you the expenses incurred by your landlord in connection with handling, storing or otherwise disposing of your personal property.

VI. THANK YOU!

Thank you again for choosing a Subtext Property for your housing needs. We hope that you enjoyed your living experience with us. We started Subtext to do one thing: provide the kind of living environment that we wish we had in college – that simple! We hope that we met our goal to ensure you are satisfied at all times while living with us, and we hope we held up our end of the bargain.

Cheers!