

## COMMUNITY POLICIES

### 24 N Main

Welcome to your Community. These Policies are designed to promote enjoyment of the Community by you and by your neighbors. Please read these Community Policies carefully. As in the Lease, the Manager is called "we," "us" and "our." The Resident is called "you" and "yours." Your apartment and the Community, including all buildings, common grounds, amenity and parking areas, are collectively called "the Premises." These provisions are deemed incorporated into your Lease.

#### **GENERAL**

1. **SPEED LIMIT** Limit your speed within the Community to 10 MPH. Obey all signs and traffic control devices within the community, such as stop signs, fire lanes, directional arrows, etc.
2. **VEHICLES** Recreational vehicles such as boats, campers, trailers, etc. are: ( X ) not permitted; ( ) permitted in designated areas only. Unsightly cars (such as cars with flats, broken windows, extensive damage, etc.) and vehicles with expired tags will not be permitted to remain on the Premises. Vehicles are not to be repaired or serviced on the Premises. A repair is anything that requires the vehicle to have the hood open or to be up on a jack. Please do not empty car ashtrays onto the parking lots! Vehicles will be towed at owner's expense, and without notice, that are (a) not properly registered with the city and state, (b) parked in a fire lane or in a designated "NO PARKING" area, (c) owned by Residents and are parked in Leasing Office and Visitor parking spaces, and/or (d) parked in a space other than the assigned space for that vehicle, where parking spaces have been assigned. It is required that you register your vehicle with the Manager. Motorized scooters may be used only by those of legal driving age and use must comply with all applicable laws and regulations, including those regarding the use of helmets.
3. **BALCONIES AND WINDOW TREATMENTS** Clothes drying of any kind including bathing suits or beach towels on the balcony or in front of your apartment is prohibited. Do not hang "Christmas" type string lights, bamboo privacy screens, brooms, mops, rugs, etc. on your balcony or any outdoor spaces. Mops, clothes, rugs, etc. must not be shaken from balconies or windows. Dirt, debris or water must not be swept over the edge of any balcony. No objects shall not be thrown from balconies and windows. Planters and flower boxes, if allowed, must be secure and well maintained so that there is no danger of them falling. Clothes drying on balconies is prohibited. No household appliances, mechanical equipment or trash are to be kept on balconies. You will be permitted to add a small outdoor furniture set to your private balcony area. Unless provided by management, draperies, curtains or blinds must be placed at all windows within two weeks of moving into the apartment. The window coverings visible from the exterior must be lined with a neutral-colored material. Neutral colors are defined as white, off-white, beige and light gray. If the primary draperies or curtains are not of these neutral colors, then they must be lined with neutral colors on the outside. No tin foil, sheets, blankets, or any type of coverings are to be placed over the windows to darken rooms. Air conditioning units are strictly prohibited in any window area of your apartment home.
4. **EQUIPMENT** The equipment in the bathrooms and kitchens is not to be used for any purposes other than that for which it was constructed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be thrown therein. Do not place metal, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, com cobs, paper, wire, bones or non-food in waste drains. You are responsible for all damage resulting from the misuse of such equipment and you agree to reimburse us for the costs incurred to repair such equipment and related damages.
5. **NOISE** Be considerate of your neighbor. Control the volume of radios; stereos, TV's, musical instruments and other amplified devices so that they do not disturb residents of other apartments. From 10:00 P.M. to 8:00 A.M. volume on all such devices should be kept as low as possible. Further, please do not vacuum or use washers or dryers in your apartment (if present) during such times. We recommend that stereo speakers not be placed directly on the floor. Noisy or disorderly conduct that annoys or disturbs other residents will not be permitted.
6. **LAUNDRY** Washers and dryers can be dangerous, so please keep small children away from these machines at all times and never allow them to loiter or play in or around the laundry facilities. A clothesline, and hanging clothes outside to dry, is prohibited. When using laundry machines, please do not wash or dry shoes in the machines. Shoes may bump up against and damage the machines. You agree to be responsible for damage resulting from the misuse of the laundry equipment and to reimburse us for the costs incurred to repair the laundry equipment.
7. **STORAGE FACILITIES** Storage rooms can be leased by separate agreement with the Manager. You will be expected to maintain the same rules for your storage unit as with your apartment unit. You should not store any items, materials, liquids, etc. that you would not store in your apartment. If you are unsure of what items are acceptable to store, please contact the Manager for pre-approval.
8. **WALL HANGINGS** Please use nails suitable for hanging picture frames. Please DO NOT use adhesive hangers, since they damage the wallboard. No holes shall be driven into the cabinets, woodwork, ceiling or floors. Please do

not use a nail or any other hanger on wallpaper.

9. **TRASH** Trash is not to be left outside your apartment or on the balcony or decks, and is not to accumulate in your apartment. Please place all trash in the bins made available in the trash room located in the garage. Do not leave debris on the floor. Please place all trash and recyclable products in the appropriate bins. Boxes must be broken down before being placed in the trash room or other designated area. Furniture items such as desks, chairs, beds, mattresses, sofas, etc. are not to be left on the Premises for disposal. You are responsible for the removal of these items at your own cost. Residents not complying with these policies regarding trash are subject to being charged for the cost of each bag and/or item removed, at the discretion of the Manager.
10. **CLUTTER** Hallways and breezeways must be kept clear at all times. Do not obstruct them with trash, boxes, toys, bicycles, baby carriages, plants, etc. Likewise, no such items are permitted in the parking areas, courtyards, sidewalks, or lawns of the building. All such articles will be impounded, and a charge may be made for their return. A bicycle storage area will be designated for resident use in the garage (see rule 26 below).
11. **GRILLING** Grilling is strictly prohibited on all balconies and decks.
12. **UTILITY CLOSETS** Your apartment utility closet houses mechanicals to operate the heat, hot water and air conditioning units for your apartment. You will not have access to this closet and no items shall be allowed to be placed or stored in the closet. The closet will be locked at all times and Management shall, from time to time, inspect, repair and/or perform scheduled maintenance in these areas. You will be notified by the Manager if access to your apartment utility closet is required. You shall be responsible for removing any furniture that may be obstructing access to the utility closet prior to the arrival of the maintenance staff.
13. **NOTICE OF DAMAGE TO PREMISES** Notify us of any damage that in your opinion requires repair, including water and fire damage. Please advise us immediately of spills on carpeting that may cause permanent damage. We may be able to get the stain out if notified promptly.
14. **SMOKING** Smoking is not permitted at this community. Please refer to the Smoke Free Addendum (below).
15. **DRY CLEANING** If this drop-off/pickup service is provided it is done so as a convenience and you agree not to hold us or Owner responsible in the event of loss or damage of any or all of your dry cleaning. You agree to pick up your dry cleaning within 48 hours of notice.
16. **PACKAGES** If this service is provided, you authorize us to accept mail/UPS/Federal Express, etc. packages. If we provide this service, it is provided as a convenience and you agree not to hold us or Owner responsible for accepting the package in the event of loss, theft or damage to your package. You agree to pick up packages within 48 hours of notice to avoid return. We will not accept certified mail on your behalf. All other large packages shall be delivered via the special large package locker located in the mail station. If a package is placed in the locker by the USPS, a key will be left with your regular mail for you to access the locker and retrieve the package.
17. **AMENITY AREAS** Common amenity areas are to be utilized for their intended purposes only. Use of the common amenity areas should be done with consideration to other residents, as these areas are intended to be shared for the enjoyment of the entire community. They should be cleaned by residents after use and each resident shall be limited to no more than three (3) guests to accompany them in any amenity area. Bicycles, skateboards, rollerblades, etc., are not to be used in the parking areas. We reserve the right to deny use of the amenities to any resident found in violation of any of our policies.
18. **AGE REQUIREMENT** Residents under the age of 12 may not use the amenity areas at any time without a parent or responsible adult being present.
19. **WATERBEDS** Waterbeds are not permitted.
20. **HEATERS** Kerosene heaters, or other heaters using combustible materials or fluids, are not permitted on the Premises.
21. **COOKING** You must cook in a manner that will not offend or annoy other residents, and use the oven fans during cooking.
22. **DOORS** Please shut and keep closed all doors leading from and into building at all times. We may close all such doors in the event they are left open.
23. **LOCKOUT** If you request us to unlock the door of your apartment, for any reason, a Maintenance Associate will let you in and you will be required to pay an additional lockout charge of \$50 with your next rent payment.
24. **MOVING** Moving of furniture is permitted to and from the apartments only (i) between the hours of 8:00 A.M. and 7:00 P.M., and (ii) on weekdays and Saturdays. Moving is not permitted on Sundays and holidays. Any packing cases, barrels or boxes which are used in moving must be removed by you. If packing cases, barrels, boxes or other

containers are removed by us, you will be billed for the cost of such removal.

25. **SAFEKEEPING OF ARTICLES** Our associates, other than as specifically set forth in these Community Policies dealing with dry cleaning and packages, are not authorized to accept keys or other articles. If packages, keys, or other articles are left with the employees of this Community, the sole risk of loss or damage is upon you.
26. **BICYCLES** A bicycle storage area will be designated for resident use in the garage. Storage shall be permitted on a first come first service basis for one (1) bicycle per unit. You may request storage of an additional bicycle by direct request of the Manager and they may grant your request to accommodate an additional bicycle, as space permits. Bicycles are expected to be secured via lock at all times and Owner/Manager shall not be responsible for any damage or theft incurred to these items. Bicycles are to be stored at your own risk. Bicycles are not to be moved through the lobby or elevators.
27. **PET POLICIES** 24 N Main is a pet free community. No pets shall be allowed on the premises or grounds of the premises. You are responsible to enforce this policy of all pets, including pets owned by your family, guests, invitees or agents.
28. **WIRING** Do not install any wiring in or outside of the Premises or install any aerial for television or radio on the roof or exterior of building. All satellite television or radio devices and installation services are strictly prohibited.
29. **WEIGHT LIMITATION** Do not keep anything in your apartment that, in our sole judgment, exceeds the permissible load or jeopardizes the safety of the floors or structure. You agree to remove immediately any such item upon demand in writing from us.
30. **RECYCLING** You agree to cooperate with any and all recycling programs that we put in place or which are required by law.
31. **EXTERMINATION** You agree to, upon our request, permit us to exterminate pests in your apartment and you will take all steps that may be necessary to permit us to perform such extermination.
32. **SOLICITATIONS** Door-to-door solicitation and/or circulation of any materials is prohibited. Please report solicitors to the Manager.
33. **LIGHTBULBS** Electric light bulbs are supplied to each apartment home at the time of move-in. Thereafter, you agree, to contact the Manager in the event a light bulb needs replacement in your Apartment and Manager shall replace at no cost to you, unless the bulb was damaged by you, your family, guests, invitees, agents and/or pets. If it is determined to be a damaged bulb, the cost and labor to replace will be \$50 and reimbursed by you as part of your lease.
34. **SMOKE DETECTORS** The smoke detectors in your apartment will be maintained by the Manager. Please be sure to notify the Manager if the smoke detectors need replacement of batteries.
35. **GUESTS** You agree to inform your guests of all Lease provisions and Community Policies regarding use of the Premises. We have the right to bar individuals from the Premises. If your Lease provisions or the Community Policies are violated by your guests, they may be barred and, in the event they receive from us a notice that they have been barred from the premises, they may be arrested for trespassing. If you allow any barred person on the premises, it is grounds for termination of your Lease.
36. **GARAGE AND SURFACE PARKING** All parking at the property (garage and surface) is assigned. Once you have been assigned a parking space, it is your responsibility to register the details of your vehicle with the Manager. If you change vehicles during your tenancy, it is your responsibility to inform the Manager of the change. Manager and Owner shall not be held responsible for fees incurred by unit owners whose vehicles have been towed due to improper registration. The primary purpose of the garage is for the storage of vehicles. 24 N Main in no way represents that the garage, can accommodate every make and model of every vehicle. It is the resident's responsibility to ensure the garage space they are renting can accommodate their current vehicle or any vehicle they may have in the future.
37. **KEYS AND OTHER DEVICES** Each resident will receive a combination set of applicable keys, controlled access devices/passes, garage remotes, and/or parking tags. These are the only keys/devices that will be provided during the term of the lease agreement. No additional items will be provided unless this practice is within community-specific standard procedures and management is in agreement. Charges for additional items may apply where applicable. You acknowledge and understand that you are responsible to return the items to management upon move-out and you will not be permitted to make duplicate keys. In the event that you do not return or you misplace any of the keys, controlled access devices/passes, garage remotes, or parking tags, the following charges will apply per item.

<b>\$30.00</b> Apartment Keys	<b>\$30.00</b> Mail Box Keys
<b>\$50.00</b> Controlled Access Devices/Passes	<b>\$50.00</b> Garage Remote

38. **CABLE** You are responsible for contacting the local service providers to establish a telephone, internet and/or TV service provider

account. The manager will provide you with a list of providers to the property. The installation of satellite service and satellite dishes are strictly prohibited from the property.

39. WIRELESS INTERNET ACCESS (WiFi).

**GRANT OF AUTHORITY.** You are permitted to deploy a "Wireless Access Point" or "WiFi" within your Premises. A wireless access point or WiFi is a short-range transmitting and receiving device necessary to provide wireless internet service to users located within your premises.

**BAN ON OBJECTIONABLE INTERFERENCE.** You are permitted to use such a wireless access ("WiFi") device in your apartment so long as such device does not result in *objectionable interference*. Objectionable interference shall have the same meaning as that established by the Federal Communications Commission regulations or mean any interference that results in a material impairment of the quality of communication transmitted or received by existing communications users in the community prior to the operation of your "WiFi."

**OBLIGATION TO LIMIT EMISSIONS.** Your Wireless Access Point shall be designed, installed and operated in a manner that minimizes the degree to which radio signals or other electromagnetic emissions emanating from the Wireless Access Point extend outside your premises.

**NON-COMMERCIAL USE.** At no time may you resell or package Internet access by means of your Wireless Access Point or WiFi. The grant of authority in these Community Policies is limited to installing such a device for your personal use only.

**COMMUNITY PROVIDED WIRELESS ACCESS POINT.** If the Community provides a Wireless Access Point for the use of its residents such service is provided only as a convenience to you. By using any such Wireless Access Point you agree that such Wireless Access Point and access to the Internet are at your sole risk, and are provided on an "As Is" and "As Available" basis without warranties of any kind, express or implied. You also acknowledge that such access is not encrypted or filtered in any way and that the Community does not provide a firewall or other type of Internet protection. You agree that the Community and its affiliates shall not be liable, and you hereby waive any claims against the Community and its affiliates for any damages arising out of your use of such Wireless Access Point, including without limitation personal injury or property damages, loss due to unauthorized access or due to viruses or other harmful components, the inability to use the internet service, the content of any data transmission, communication or message transmitted to or received by your computer or device, and the interception or loss of any data or transmission.

**INDEMNIFICATION.** You shall defend, indemnify, and hold the Owner, its agents, officers and employees completely harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments, or fines, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys fees, court costs and expert fees), of any nature whatsoever arising out of your operation of or access to any Wireless Access Point or the provision of Wireless Internet Service by means of any Wireless Access Point.

40. GENERAL.

These Community Policies are to be strictly observed and will be enforced by us. We may, however, insist that you observe all of these Community Policies even if you did something in violation of these policies and we did not object. Thus our failure or delay, if any, in demanding compliance by you of these Community Policies must not be deemed a waiver of our right to insist on full compliance by you in the future. We reserve the right to modify these Community Policies and to make such other reasonable rules as, in our judgment, from time to time become necessary to ensure the enjoyment of the Community by our residents. Thanks for your cooperation in observing these Community Policies.