

Resident Handbook

This Handbook has been designed to answer many of the questions you may have concerning policies and procedures at Canopy at Ginter Park and to provide you with general information about our community. Should you have any other questions, please do not hesitate to call the Business Office during the hours noted below.

Canopy at Ginter Park
3200 Brook Rd, Richmond, VA 23227
www.CanopyatGinterPark.com
Management by Drucker & Falk

This Resident Handbook, which may be amended from time to time by Management, is made a part of and attached to the Apartment Lease between Canopy at Ginter Park, the Lessor and you, the Lessee(s).

As such, any failure to comply with the rules and regulations, policies, or community guidelines contained in the Resident Handbook will be considered an event of default under the Apartment Lease

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INTRODUCTION

Our Handbook contains the policies of our community. Looks like an imposing booklet, doesn't it? Well, it isn't. These policies have been carefully thought out and proven through our 75+ years of experience. The reason for them is to prevent occurrences that should not happen. We want to ensure your happiness and satisfaction while living at Canopy at Ginter Park.

Please observe these policies, as we are obligated to enforce them fairly to ensure your comfort and privacy, the rights of other residents and the property which plays such an important part in creating an above-average lifestyle for all residents.

POLICIES ARE SUBJECT TO CHANGE in order to keep us responsive to your needs and the needs of the community. We want Canopy at Ginter Park to be everything you expected and more.

TELEPHONE NUMBER / EMAIL / CONTACT INFORMATION PLEASE!!

For your protection and convenience, please furnish the Business Office with updates to your home, cell and business telephone numbers. An email address is also helpful for contact purposes. On occasion, we may need to contact you for emergencies or other reasons. Since your address and telephone numbers are handled as confidential information by our staff, please tell your friends of your move, we cannot furnish them with this information.

Office Telephone (804) 784-3888
Emergency/After Hours Telephone (804) 784-3888
(Press Emergency Maintenance Option on Prompt)

E-Mail: thecanopyatginterpark@DruckerandFalk.com

Office Hours
Monday - Friday 9:00 AM – 6:00 PM
Saturday 10:00 AM-5:00 PM
Sunday: 1:00 PM- 5:00 PM

SOLICITING/DISTRIBUTION of LITERATURE

No soliciting or handbill distribution is permitted in the community. "No Soliciting" signs have been posted and will be strictly enforced. Please contact the Business Office if you encounter this problem. We want to protect your right to privacy.

CHOOSE YOUR NEIGHBOR!

We constantly strive to make Canopy at Ginter Park a neighborhood within a community, and there is no better way to make that a reality than to have your friends and family nearby. Do you know someone who would make a great neighbor? If so, please ask them to call the Leasing Office and we will take care of the rest.

Resident Referrals are an important part of our community's success. The finest compliment we can ever receive is a referral from our current residents. Thank you in advance for taking the time to share your experience by rating our staff!

SMOKE DETECTOR and/or CARBON MONOXIDE DETECTOR INFORMATION

Your smoke detector(s) and/or carbon monoxide detector(s) have been thoroughly checked, the battery replaced, and the unit(s) is working properly.

It is now your responsibility to check the detector weekly as suggested by the Fire Department. Press and hold in the red button on the unit and the alarm should sound.

The detector will begin to 'beep' periodically when the battery becomes weak. When this happens, the battery should be replaced.

Any malfunction or failure should be reported in writing immediately to the Business Office.

In the event your carbon monoxide detector emits an alarm, ventilate the home with fresh air and turn off all potential sources of carbon monoxide (gas heater, gas water heater, fireplace, attached garage). Call for emergency maintenance service.

Please be aware that if the smoke detector or carbon monoxide detector is damaged or removed from the apartment home during your occupancy, a \$35.00 per unit charge will be assessed to your account.

For the safety of you and your family, never disable the smoke detector(s) by any method – including the removal of the batteries.



FIRE SPRINKLER HEADS



There are certain life safety systems in the building that are required to be maintained and tested. You will find fire sprinkler heads and smoke detectors in your apartment that are part of this life safety system. In conjunction with other systems in the building, they help to prevent, detect, and fight fire emergencies in the building for the purpose of assisting you in the event of an evacuation. Please do not tamper with the smoke detector or sprinkler head in your apartment

Any malfunction or failure should be reported immediately to the Business Office. Please be aware that if the fire sprinkler is damaged or released due to tampering or improper use during your occupancy, any and all resulting damage will be assessed to your account.

It is against the law to cover, paint, or hang anything from sprinkler head or smoke detector.

PORTABLE OUTDOOR FIREPLACES

Most state and local fire codes prohibit the use and/or storage of portable outdoor fireplaces (including, but not limited to, devices typically known as chimineas and fire pits) within 15 feet of a structure or combustible material.

With this in mind as well as safety concerns for all residents, Canopy at Ginter Park does not permit the use or storage of portable outdoor fireplaces anywhere on community property.



PROPANE and/or CHARCOAL GRILLS

In accordance with most state and local fire codes, charcoal and gas grills may only be used on the ground level and must be at least ten (10) feet from the building or any type of combustible material.

Use of charcoal and/or gas grills is not permitted on your deck or patio. Charcoal grills, after coals are completely extinguished, may be stored on the deck or patio; gas grills may be stored without the propane tank.

Non-compliance with this regulation will be considered a violation of your lease and may result in immediate lease termination.



SOCIAL MEDIA

Event photos will be taken at community functions and some may be used on various forms of advertising media (community website, social media, etc.).

Photographs of you and/or any member of your family or household may be used for marketing and promotional purposes on various forms of advertising media such as community website, social media (including but not limited to Facebook and Twitter), brochures, newsletters, and magazines, and display boards without notifying you. The term 'photograph' as used herein encompasses both still photographs and video. Written or oral statements made by you and/or any member of your family or household may also be used on various forms of advertising media.

You waive any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to you or unknown, and you waive any right to royalties or other compensation arising from or related to the use of the photograph(s).

You agree to release, defend, and hold harmless Canopy at Ginter Park and its agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, whether on paper, via electronic media, or on web sites, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

SATELLITE DISH USAGE

The Federal Communications Commission (FCC) allows residents who live in apartment communities to install satellite dishes in areas within their "leasehold space" unless there is a common antenna/service available for use by residents with comparable signal quality and expense.

The FCC defines "within the resident's leasehold space" as those areas where a resident has exclusive control and is part of the apartment home leased. This generally means areas like patios, balconies and terraces. Areas outside "the resident's leasehold space" are called "common areas" – this would be areas such as the yard and the shrubbery that surround the apartment buildings, the roofs of the buildings, as well as the walkways and other common use areas of the apartment community.

We will assist residents who wish to explore the options of installation of a satellite dish. Installation of a dish is not for everyone since there must be an area within the leasehold that generally faces the southwest in order for the dish to obtain reception from a satellite video provider.

You are required to notify us, in advance, of your wish to install a satellite dish within the "leasehold space" and provide us with a copy of the satellite dish brochure. After installation, you must notify us that the satellite dish has been installed and provide an opportunity for us to inspect the installation for compliance with the installation instructions contained in the satellite dish brochure.

Drilling holes into the exterior of the building, balconies, patios or roof to install the cabling of a dish or affixing a satellite dish is not permitted. Equipment may not be installed in such a way as to interfere with access to the apartment home for maintenance purposes, or to cause any safety hazards in or upon the apartment community.

The satellite dish may not exceed 39 inches in diameter.

Residents do not have a right to receive a signal, only a right to install a satellite dish under the FCC guidelines.

You, as resident, hereby agree to indemnify and defend Lessor and Managing Agent from any and all claims of liability that may arise out of the installation, maintenance or removal of the dish.

Upon termination of the Lease Agreement, all equipment must be removed and the apartment home premises returned to the same condition, less reasonable wear and tear, as it was prior to the installation of the equipment.

Management reserves the right to amend, alter or supplement this policy at any time upon prior written notice to Resident.

FCC RESTRICTIONS

**ON THE PLACEMENT OF SATELLITE DISHES
1 METER OR LESS (PIZZA-STYLE)**

**OWNERS MAY PROHIBIT
PLACEMENT ON:**

**OWNERS MAY NOT
UNREASONABLY PROHIBIT
PLACEMENT ON:**

- ROOFTOPS
- WINDOW SILLS
- COMMON-USE BALCONIES OR STAIRWELLS
- OUTSIDE WALLS
- BALCONIES, PATIOS, OR GARDENS TOTALLY WITHIN THE EXCLUSIVE USE OF THE RESIDENT

NOTE: NO HOLES MAY BE DRILLED IN OUTSIDE WALLS, ROOF, OR WINDOWS. NO HOLES MAY BE DRILLED IN A BALCONY RAILING. NO PART OF THE DISH OR ANTENNA CAN EXTEND BEYOND THE BALCONY RAILING LINE.

LIABILITY INSURANCE REQUIREMENTS

Our community requires, as a provision of the lease, that all residents have a liability insurance policy in place during the time of occupancy. The policy must provide a \$100,000 minimum liability or property damage coverage. Proof of the policy must be presented at time of lease signing to fulfill the requirement of the lease and the insurance policy must remain in full force for the entire time you live in the apartment home. The policy must provide coverage for damage you may cause to the community due to water, fire, smoke or explosion. Canopy at Ginter Park must be named as an "Interested Party" or "Additional Interest" on the policy.

Liability insurance should cover items such as those listed below:

- Medical payments if a friend or repairman was injured on your premises.
- Legal fees to provide a defense against a claim.
- A lawsuit if your pet should bite someone.

RENTER'S INSURANCE is required. Please ensure that your policy information is updated at the leasing office.

INSURANCE on PERSONAL PROPERTY



FIRE DESTROYS PROPERTY



WATER DESTROYS PROPERTY

Personal property includes such items as furniture, clothing, stereos, televisions, etc...

Are you prepared for...

- \$2,000 in damages if you had a grease fire in your apartment home?
- Replacing your TV, DVD player, and stereo if they were stolen?
- \$2,400 to live in a hotel if your apartment home was being refurbished after a fire or tornado?

As stated in your lease, under no circumstances will the Lessor or the managing agent insure and/or be responsible for your personal belongings on the property.

Additionally, should you be responsible for a fire or other event causing damage to community property or buildings, you will be financially liable for any damages.

***Please don't be one of those people who end up saying
"I never got around to it".***

APARTMENT ACCESS for NON-LEASEHOLDER

At some time, you might have occasion where you would like for us to provide access to your apartment home for a repair or delivery person. We will be happy to provide a key to your apartment home to this person **if we have written authorization from you**. The Business Office has a form you may complete for this purpose. This form, or any written authorization you provide, must include the name of the individual or company authorized to enter your apartment home, your apartment home address, and the valid date for the authorized entry. We will not be able to accompany the person to your apartment home.

For your safety, we do not give access to your apartment home to any adult not on the lease. We also do not unlock doors for your children or for visiting relatives, unless we have written permission from you to do so.

RESIDENT PACKAGE DELIVERY

NO LIABILITY for PACKAGES

As a convenience to our Residents, we are willing to accept delivery of packages in the Business Office. You hereby give us permission to sign and accept packages on your behalf and you understand and agree that we will not accept responsibility or liability that may occur, due to damage, loss, theft, or any other circumstance which may arise from Management's acceptance of packages. We will accept delivery under the following conditions:

- At our discretion, we may decline to accept any package due to contents or size of the package.
- Packages will be available to you during regular business hours. The delivery notice and proper ID must be provided when claiming such package(s) before they can be released.
- We do not have any responsibility to notify you that a package has been received for you nor do we have any responsibility to deliver the package to your apartment.
- The Resident agrees to release both Lessor and Agent of any and all liabilities
- We will not be able to store packages for more than fourteen (14) days. At the end of fourteen (14) days, the package will either be returned to the sender or disposed of by Management.

VEHICLE PARKING

Parking on community/city property is for current resident owned and/or leased non-commercial vehicles with current license plates and valid inspection sticker.

ANY vehicle, which is inoperable or damaged and may, in management's opinion, create a hazard, must be removed upon notice from management.

We reserve the right to enforce our parking guidelines through towing. Vehicles will be subject to towing for any of the following:

- Vehicle in a fire lane, no parking area, handicapped space, blocking an entrance, exit or dumpster or other area not designated for parking.
- Parking over the line making the adjoining space inaccessible.
- Expired license plate or inspection sticker
- Vehicle is inoperable or damaged

Motor vehicles should not be driven or parked on the lawns or sidewalks. Minibikes or any other unlicensed motorized vehicles should not be used on the premises.

Our community does not have the facilities for routine maintenance or making mechanical repairs to vehicles. Any

work of this type must be completed at a location outside of our community.

Local building codes prohibit the storage of any gas-powered vehicle on patios, balconies, or walkways.

SWIMMING POOL RULES & REGULATIONS

The following rules and regulations are for the benefit and protection of all to insure SAFE AND SANITARY operation of pool facilities. Your cooperation in abiding by these regulations will help provide a pleasant recreational facility for everyone.

Leaseholders are requested to review these policies with all occupants and guests to make sure they understand the importance of everyone following these regulations and obeying instructions issued by those in charge. Any failure to comply with the following shall be considered sufficient cause for such action as deemed necessary by Management - including the barring of any violators from use of the pool, either temporarily or permanently.

MANAGEMENT RESERVES THE RIGHT TO REFUSE ENTRY OR DENY POOL PRIVILEGES TO ANYONE AT ITS DISCRETION

1. NO LIFEGUARD ON DUTY AT ANY TIME! SWIM AT YOUR OWN RISK!

Management does not assume responsibility for any accident or injury in connection with such use. Lessee agrees to hold management and/or owner blameless from any loss or damage to life or limb.

2. POOL PASSES ARE REQUIRED FOR EVERYONE entering the pool area - even if they do not plan on swimming. These passes can be obtained from the Business Office by one of the individuals named on the lease (leaseholder). Each apartment home will be allotted one pass per resident and two guest passes. Lessee agrees to accept responsibility for their guests. There will be a charge for replacement passes.

3. Management will not be responsible for loss or damage to personal property.

4. NO GLASS NO FOOD NO PETS inside the pool fence.

5. **Disposable Diapers** can disintegrate after prolonged exposure in pool water. This could cause filter problems and result in the pool being closed for repairs. Only cloth diapers should be used in the pool.

6. Proper swimming attire is required. A swimsuit 'cover-up' should be worn to and from the pool.

7. NO ABUSIVE OR PROFANE LANGUAGE or other breach of peace tolerated.

8. Individuals under the minimum age (posted at the pool) must be accompanied by an adult at all times when inside the pool enclosure.

9. Running, pushing, wrestling, ball playing or disturbances in or about the pool will not be allowed.

10. No floats, tubes, or rafts allowed.

11. If you wish to bring a radio to the pool, the volume shall be kept at a level that will not disturb other people. If it can be heard more than 10 feet away, it is too loud.

12. The pool may be closed at any time without prior notice due to weather, breakdown, or other operational difficulties and at the sole discretion of the management.

13. All guests must be accompanied by the resident they are visiting.

MANAGEMENT AT ITS SOLE DISCRETION MAY CHANGE ANY OR ALL OF THE ABOVE POLICIES WITHOUT ADVANCE NOTICE

FITNESS CENTER INFORMATION
CLUBHOUSE INFORMATION

We are proud to offer a clubhouse and state-of-the-art fitness facility for use by our residents (and their accompanied guests). The number of guests per apartment home is limited to 2 (two) people.

Each apartment home will be issued an electronic key that will enable entrance to the clubhouse and fitness facility. This key is issued for the exclusive use of the apartment resident(s) and use by other persons will be grounds for revocation of privileges.

This key, when used, will automatically identify and record the user as well as the time of entrance and exit.

In the event of loss or theft of your card/passkey, contact the Business Office immediately. The code on that card/passkey will be deactivated. A replacement card/passkey will be issued to you at a fee of **\$40.00**.

Roof Top Lounge/CLUBHOUSE POLICIES

1. Our clubhouse and fitness facility is a 100% smoke-free environment.
2. Tenant/ Resident acknowledges full responsibility for any guest(s) that they allow to use the clubhouse/Rooftop Lounge. Tenant acknowledges responsibility for all actions, damages, or any occurrence resulting from their guest(s).
3. There shall be no private business, including private functions for which a fee is charged to the guest(s). The clubhouse is not available to events that are "open to the public"
4. A total number of attendees will not exceed occupancy standards set forth by the County of Goochland. All local, and state rules regarding fire, safety, and health shall be the responsibility of the resident that made the reservation.
5. Canopy at Ginter Park(s) property or equipment **shall not** be removed from the premises/clubhouse/fitness center. **In the event that a resident, guest or invitee damages property during the resident function, it will be the resident's responsibility to pay for the damages.**
6. Noisy or disorderly conduct from a resident function will result in violation of lease terms and the resident will be held responsible.
7. No rough housing, disorderly conduct or general horseplay that will endanger safety of others is allowed in the clubhouse.
8. Please be considerate of your volume level when using surround sound, radio and musical instruments in the Clubhouse. The event may not create an unreasonable annoyance, inconvenience, nuisance to the residents or interfere with quiet enjoyment of their homes. Music is limited to the Clubhouse.
9. Any party/event/gathering that results in response from management, maintenance, housekeeping and or police will be subject to a \$300.00 PARTY/EVENT/GATHERING FEE.

Fitness Center

1. Please use the 'Buddy System'. It is always safer to exercise with someone else in case of accident or injury.
2. Use care in operating all exercise equipment. Proper use is of extreme importance.
3. Carefully inspect each piece of equipment prior to use and do not use any equipment that appears to be damaged or not functioning properly.
4. Immediately advise management of any equipment that appears to be malfunctioning or in need of repair.
5. Proper attire is required in the fitness center: shirt, shorts, athletic shoes, sweats.
6. Thongs, boots, jeans, cut-offs or swimsuits are not acceptable attire and are prohibited in the fitness center.
7. Do not use equipment with **wet** attire.
8. **Minors under the age of 15 must be accompanied by a parent or guardian.**
9. Management is not responsible for lost or stolen articles.
10. Please monitor your heart rate.
11. Food is not allowed in the fitness center, please use sitting area.
12. Please use amenities according to their proper, intended use.
13. Abuse of the equipment will result in being financially responsible for damages. (This includes any or all guests actions)

PLEASE WIPE OFF EXERCISE EQUIPMENT AFTER USE

The above guidelines, as well as equipment provided and operational hours, are subject to change at any time without advance notice

You, as resident, understand that instruction, services, and/or use of the equipment and facilities is at your sole risk. You assume the risk for any injuries or damages arising from, or in any way connected with, your use of the services or use of the services/facilities by your guest.

We, as owner/agent, shall not be liable for any claim, damage, injury, expense, demand, action or cause of action arising from active or passive negligence on the part of employees of the community.

COMMON AREA / GRILLING AREAS

1. Residents are responsible for cleaning up after using the common area kitchen and or Grilling areas.
2. Please be mindful of others when operating gas appliances per manufacture specifications.
3. Any abuse or misuse of the appliances may result in liability and responsibility of damages that may occur.

PET/ANIMAL POLICIES

Management must emphasize that we have strict pet/animal policies and every resident must abide by these policies. You must have prior written consent from the Business Office, documented in a signed Pet Agreement, before any animal (amphibian, bird, fish, insect, mammal, reptile, or other creature) can be brought onto the property. This includes any animal that may or may not require any fees or deposit. Any animal brought onto the property will be subject to our current pet/animal policies regardless of the lease start date. Prior written approval of management is required for visiting pets or animals being cared for by a resident on a temporary basis (pet sitting).

Any additional monthly rent and/or one-time fee is purely for the privilege of keeping the animal on the property and does not relieve you, the Resident, of any liability for damages (inside or outside of the home) or other expenses incurred by us, the Lessor, due to the presence of the animal. Damages resulting from the animal being on the property will never, under any circumstances, be considered normal wear and tear.

Additionally, the following rules and regulations pertain to animals:

- Animals are to be kept on a leash or carried at all times when outside the apartment.
- Animals cannot be left unattended on patios or balconies.
- Please walk animals away from the buildings. Immediately clean up any soil or mess created by the animal.
- Do not allow animal to create excessive noise or annoy other occupants of the building or surrounding neighborhood.
- Comply with all local ordinances regarding animals. Proof of required license(s) will be provided upon request.
- Animals must have current inoculations and proof of inoculations will be provided upon request.
- No animal shall be permitted in the pool area or other recreational area.

Resident agrees to indemnify and hold Lessor and their agents harmless from any and all public liability and/or property damage arising indirectly or directly from keeping of an animal on the premises.

Permission to keep the animal on the premises may be revoked at any time if you fail to comply with the Pet/Animal Policies or, if in Lessor's sole discretion, the animal has become a nuisance.

Resident agrees to remove the animal within forty-eight (48) hours of receipt of written notice from the Lessor.

Lessor has the right to make reasonable changes to Pet/Animal Policies at any time as long as a copy of updated policies is provided to all residents with permission to keep an animal on the property.



COMMUNITY GUIDELINES / RULES & REGULATIONS

TRASH DISPOSAL

The temporary trash disposal area is located in between the townhomes and clubhouse. Please secure all bags of trash tightly and place **INSIDE** the dumpster. Close the door completely. Trash on the ground is very unsightly and is also attracts animals, rodents, and insects. Help us keep the dumpster area and the rest of the community neat and clean. If any bag(s) or trash items are found not properly disposed of inside of the compactor, resident(s) will be charged \$25.00 per bag per incident. Please ensure that you are disposing of your trash properly.

For your safety please:

DO NOT get inside of the dumpster or allow children who are too small to reach the dumpster to take the trash out. **DO NOT** put furniture (ie: mattresses/box springs, dressers, chairs, couches) or any other bulky items in the dumpster area.

PATIOS & BALCONIES

Private balconies or patios are provided so you may enjoy indoor-outdoor living. In consideration of your neighbors, we ask that all residents keep their patio or balcony neat and clean. Please do not dump empty vacuum cleaners or shake mops or rugs from your balcony or patio.

Patios and/or balconies are not storage areas for boxes, appliances or any other type of household furniture or fixtures not generally used in patio areas. This includes trashcans, doghouses, cat litter boxes, etc.

No article of any type should be hung from, suspended from, or attached to, the patio/balcony and the railing around such except flowers. **NO CLOTHES OR TOWELS MAY BE HUNG FROM BALCONIES OR PATIOS.**

ENTRYWAYS/EXITS

The sidewalks, entries, passages and stairways are for entering and leaving the apartment home and the building. Bicycles, baby carriages, strollers, grills or any other personal property should not be left in the foyers, hallways, and stairways or on the walkways. Personal items left in such areas are subject to removal and disposal by management at any time without prior notice. This policy is for the protection, safety, and well-being of all residents and their guests.

NOISE

Residents and their guests using an apartment home or any public area shall not interfere with, or in any other manner disrupt the use and quiet enjoyment of any other resident in the apartment community. This includes, but is not limited to, playing radios, stereos, and televisions or in any other manner causing loud or offensive sounds to be made to the extent that it disturbs other neighbors. Automobile radios and stereos are included in the above.

Out of respect for other residents in your building, household chores such as laundry and vacuuming should be completed between the hours of 7:00am and 10:00pm.

NEIGHBOR RELATIONS

Apartment home living, like all living, is a 'live and let live' proposition. It requires consideration for others. Since most problems are not due to residents being intentionally inconsiderate, but due to a lack of awareness of the problem, we suggest that personal contact with the other resident will solve most situations.

Should neighbor friction develop and cannot be settled among the parties involved, management will investigate upon receipt of a written and signed complaint from either party.

WATER PIPES

To prevent frozen water pipes during extreme winter weather, please do not turn off the heat in your apartment home for even a short period of time.

If you are going to be out of town, leave your thermostat at 55 degrees and open the cabinets under the sinks to allow warm air to circulate. It is also helpful if the cold faucets are left dripping at a very slow rate.

Please remember to notify the Business Office if you are going to be out of town for a period of seven (7) days or longer.

TELEPHONE INSTRUCTIONS

Telephones must be installed in locations in the apartment home already provided with phone jacks. No additional wiring will be permitted.

We cannot accept responsibility for interior wiring maintenance. The local service provider usually offers a coverage option for a minimal charge per month.

CABLEVISION

Cable outlet locations cannot be changed or additional outlets added.

SPEED LIMIT

For the safety of your neighbors, please observe the posted community speed limits.

OTHER APPLIANCES

Heating or cooling by any other method other than that provided is not allowed. This includes, but is not limited to, portable convection heaters or radiant heaters as well as kerosene heaters. Each apartment home has individual air-conditioning; therefore, window units are not allowed.

Additionally, other appliances such as freezers are not allowed.

MAINTENANCE SERVICE REQUESTS



EMERGENCY MAINTENANC

Call **804-799-9090** (nights, holidays, weekends)

Canopy at Ginter Park provides you with emergency maintenance service 24 hours a day. This means we have someone on call at all times every day of the year to respond to emergencies.

If you have an emergency, please call the phone number listed above. The answering service will be happy to assist you. A service technician will be there as soon as possible.

The following are considered maintenance emergencies:

- Fire - call 911 IMMEDIATELY then notify the Business Office
- Blocked, stopped up, or overflowing sewer lines
- Blocked, stopped up (if only one toilet is available), or overflowing toilet
- Any water leaks
- Lack of heat during heating season
(Service that requires work on the outside unit cannot be done after dark for safety reasons)
- Lack of air-conditioning if outside temperature exceeds 75 degrees
(Service that requires work on the outside unit cannot be done after dark for safety reasons)
- Lack of hot water
- Refrigerator not working

We constantly endeavor to provide outstanding service. If you call the emergency maintenance number shown above during non-business hours with an emergency, the answering service will ask you to identify the nature of the emergency, the apartment home in which you live, and the telephone number where you can be reached.

There is no charge for emergency calls after regular hours. You will be charged for calls resulting from negligence.

LOCK-OUTS

Any Resident needing assistance in gaining access to their apartment during normal community business hours should visit the Business Office where we will be happy to loan you a key to your apartment home. Keys not returned to the office will result in a \$40.00 key replacement fee.

Any Resident needing access before or after normal community business hours will need to contact a professional locksmith for assistance at resident's expense.

ROUTINE NON-EMERGENCY SERVICE REQUESTS

During office hours, the Business Office can handle any service requests you may have, whether they are emergencies or non-emergencies. The Business Office staff can quickly dispatch the appropriate personnel to handle your problem. We suggest that when you call in a request, please find out to whom you are speaking and request that same person if the problem continues. This way we will be able to serve you more efficiently and will get to know you better.

Please do not hesitate to report needed repairs. We would rather fix a problem while it is small and before it interferes with your comfort and the enjoyment of your home. Call the office telephone number listed on the introductory page as early in the day as possible for routine service. Our goal is to complete repairs within twenty-four (24) hours and this better enables us to complete your request the same day. Please try to be as specific as possible when describing the problem. This will assist the service staff in pinpointing the solution more quickly.

Please notify us if you observe any problems outside of your apartment, such as exterior or hallway lights that are burned out, or an area that needs special attention or service.

Service requests are not considered complaints - they are requests. We are here to provide consistent quality service, so please do not hesitate to contact us.



PEST CONTROL

Our community provides professional preventative extermination on a predetermined schedule and additional extermination services can be scheduled upon request. All requests should be in writing to the Business Office and provide some detail about the problem the resident is experiencing.

Most Federal Laws require that all soft packaged food, utensils, dishes, pets, etc. be removed from the area to be treated. This measure is taken for your safety. Unless instructed to remove pets from the apartment during treatment, please protect your pets by securing them in an area that will not be treated. You will be provided with any additional instructions necessary for effective extermination.

At move-in, your apartment home was free of pests – bed bugs, fleas, or similar type pests.

- You are required by your Rental Agreement to immediately notify management of any pest problem that might subsequently develop.
- You are required by your Rental Agreement to cooperate fully with any pest control plan and instructions.
- It will be your responsibility to prepare your apartment in accordance with any written instructions from either the Business Office or the pest control company.

You may be responsible for reimbursing the community for costs of any treatments required to address the problem. This charge is applicable whether you, your guest or invitee are responsible for introducing the pests into the apartment home or if they are brought in on furniture, clothing, etc. with or without your knowledge.

We reserve the right to inspect all apartment homes for possible pest problems in order to promptly address the situation. You will be notified in advance of any pest inspection and a preparation sheet may be included.

It is your responsibility to notify us, in writing and prior to any extermination, of any anticipated health or safety concerns related to the use of insecticides or other method of extermination. We are not responsible/liable for any damages to your personal items caused by pests, including but not limited to, replacement of furniture, medications or medical expenses and/or any abatement of rent.





BED BUG INFORMATION and HINTS

Many of us, when we were children, heard the bedtime saying 'Sleep tight – don't let the bed bugs bite'. We didn't believe such a thing as bed bugs really existed, we thought they were a figment of someone's imagination. But bed bugs really exist and they have been around since our ancestors were cave dwellers. Prior to the 1950's, most people had a certain level of bed bug awareness. After World War II, bed bugs were virtually eradicated in the United States due in large part to the use of DDT, a potent pesticide (now banned). However, in the last 10 years bed bugs have found their way back to the United States and are showing up in hotels, apartments, private homes, theaters, dormitories and other places.

This community has a comprehensive plan of action to follow when we encounter bed bugs in our community. Following a systemic plan will ensure the issue is mitigated quickly and will protect other residents, family members, and guests in the community. Self-treatment poses extreme dangers to residents and family; therefore, we require that a licensed pest management professional be engaged to help respond and treat infested apartments.

YOU - our residents are the first line of defense against bed bugs. Bed bugs are difficult and expensive to control and treatment must be left to the pest control professional. Early detection and treatment make the process easier on all involved.

The presence of bed bugs does not mean that you are a poor housekeeper or that your apartment is not clean. It simply means that they hitchhiked their way into your life without your knowledge.

If you suspect there might be bed bugs in your apartment you are required by your Rental Agreement to promptly notify management. Do not attempt to treat the problem yourself!

By providing this information, we do not want to make you paranoid about bed bugs. We simply want to make you more aware and to provide you with information. There is no simple or inexpensive way to treat bed bugs so the best method of control is to avoid bringing them into your home.

Identifying Bed Bugs

Bed bugs are small wingless insects, varying in color from off white to reddish brown (depending on age), with adults ranging in size from 1/4" to 3/8" - a small sesame seed to as large as an apple seed. They are attracted to carbon dioxide and body heat and feed solely upon the blood of mammals and sometimes birds.



Bed bugs are most abundant in rooms where people sleep, and they generally hide within five feet of their food source, often in the mattress and box springs or other furniture used for sleeping. They usually feed at night – people who have been bitten may develop an itchy welt or rash while others have little or no reaction.

An infestation of bed bugs can be recognized by bloodstains or dark spots of excreta on sheets and mattresses, bedclothes and walls. Other indications can be found by checking bed crevices and around headboards, baseboards, carpet, along wall/ceiling corners and in other furniture throughout the apartment.



Treatment of Bed Bugs

When notification is received, management will schedule an inspection of your apartment by a qualified pest control professional.

If an infestation is detected, management will arrange for treatment of your apartment. Prior to treatment, you will receive instructions from management on how to prepare for the pest control treatment. You are required by your Rental Agreement to comply with all instructions. More than one treatment may be necessary. By working together, we should be able to control the infestation.

Prevention of Bed Bugs

Bed bugs are hitchhikers – they like to catch rides on people and their belongings. One of the most common ways of encountering bed bugs is during travel and even the most expensive and exclusive hotels have experienced bed bugs. It is suggested that you always inspect your hotel room for bed bugs before opening your suitcase. A quick check of the mattress and headboard should suffice. If you even think there might be bed bugs, contact hotel management and request another room. Be sure to check your luggage when you return home before taking it into the bedroom.

Used furniture is another common method of developing a bed bug infestation. That recliner you just bought at a yard sale might be a good deal – but not if there are bed bugs hiding inside. Be sure to thoroughly inspect furniture before bringing to your home. Remember – clean or not clean means nothing to bed bugs.

Eliminate clutter in your apartment – it provides more opportunity bed bugs and other pests to hide.

Any clothing purchased at flea markets, yard sales or thrift stores should be laundered as soon as you return home.

GENERAL APARTMENT UPKEEP INFORMATION



LIGHT BULBS

- Light bulbs will be installed when you move in and replacement bulbs are your responsibility.



PLUMBING

- Keep a plunger or 'plumber's friend' on hand for minor repairs.
- Call for service for major stoppage in plumbing lines.
- If toilet is on the verge of overflowing or actually overflowing, lift the ballcock inside the toilet tank to stop water flow and/or cut water off at the supply line under the toilet tank.
- Please be careful of items left around toilets. It is so easy for things to fall into the toilet and end up being flushed. You then have a clogged or overflowing toilet to contend with.
- Make yourself familiar with the location and operation of all water cut-off valves.



CARPET

- Vacuum frequently to maintain a new/clean appearance.
- Use cleaning products designed especially for carpets when removing dirt and/or stains. Other products may discolor or bleach the carpet.



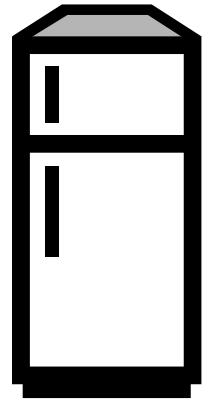
MINI-BLINDS

- Blinds should be cleaned with mild soapy solution.

TIPS & HELPFUL HINTS for OPERATION of APPLIANCES

REFRIGERATOR

- Never pack food over the cold air vent in the freezer.
- To help prevent odors, leave an open box of baking soda in the rear of the refrigerator on the top shelf. An open box in the freezer will absorb stale freezer odors. Replace the box every 3 months.
- Residents are responsible for the replacement of water filters on the Refrigerators. These can be purchased for \$50.00 per filter and installed by our maintenance team.
- Clean the grill on the front periodically with a brush or vacuum.
- It is suggested that you remove the grill at least twice a year and clean the area behind with a vacuum. Build-up of dust and dirt can prevent the refrigerator from working at maximum capacity. At the same time remove and wash the plastic pan behind the grill and replace in the same location. This is the pan that collects water when unit is auto-defrosting.
- The exterior of the refrigerator can be cleaned with a soft cloth dampened in a mild solution of water and dishwashing detergent.
- The interior can be cleaned with a cloth or sponge dampened in a solution of one (1) tablespoon baking soda to one (1) quart water. This solution cleans and neutralizes odor. Rinse thoroughly with clean water, wipe dry.
- Wipe up spills in the fridge promptly to avoid staining and odors.
- Berries and other colored foods easily stain some plastics used for interior parts of the refrigerator; the plastics also absorb and retain odors. Tightly wrap and cover stored food and remove "old" foods before they spoil.



DISHWASHER

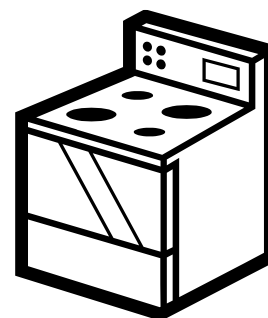
- Only use powder or liquid detergents specifically made for use in dishwashers. Other detergents will cause over-sudsing (suds will leak from the dishwasher during use).
- If your powder detergent gets old or lumpy, throw it away. Old detergent often will not dissolve and leave powder residue on dishes.
- The amount of detergent you use depends on water hardness and how dirty the dishes. In most cases, detergent amounts should be increased for hard water and dirty dishes.
- Rinse agents help reduce water spotting and improve drying.
- Do not wash plastic items unless marked 'dishwasher safe' or the equivalent.
- Load light plastic items so they will not drop to the bottom of the dishwasher where they might come into contact with the heating element and be damaged.
- When loading sharp items to be washed, locate them so that they are not likely to damage the door seal. Sharp points should be **down** to reduce risk of cuts and/or stab wounds.
- Do not touch the heating element during or immediately after use.
- Do not sit or stand on the door or other parts of the dishwasher.
- The wash tower rises through the center of the lower rack during the wash and rinse cycle. Don't block it or load tall things next to it. This could block the wash arm and cause poor washing results.
- The exterior of the dishwasher can be cleaned in the same manner as the refrigerator.



RANGE

Surface

- Use proper pan size - cookware with flat bottoms large enough to cover the surface unit heating element. This will improve efficiency.
- Never leave the surface units unattended at high heat setting.
- Be sure the drip pans and vent duct are not covered and are in place.
- Do not use aluminum foil to line the drip pans or anywhere in the oven. Misuse could result in shock, fire hazard or damage to the range.
- Be careful that glass, ceramic, earthenware or other glazed containers are suitable for cooktop service before using.
- To minimize the possibility of burns or spills, the handle of cookware should be turned toward the center of the range without extending over nearby surface units.
- Always turn the surface units off before removing cookware.
- To avoid the possibility of a burn or electric shock, always be certain the controls for all surface units are at the OFF position and all coils are cool before attempting to lift or remove a unit or to clean.
- Do not immerse or soak any removable surface units. Do not place them in a dishwasher and do not self-clean the surface units.
- Clean stove surfaces with soap and water and a damp cloth. Clean often to prevent buildup of grease or other food items to lessen the possibility of fire.
- When flaming foods are under the hood be sure to turn off the fan. The fan, if operating, may spread the flame.



Oven (Standard)

- Do not heat unopened food containers.
- Keep the oven vent duct unobstructed.
- Do not clean the oven door gasket.
- Keep the oven free of grease or other food buildup to lessen the possibility of fire.
- Clean spatters or spills on oven frame and oven door with a damp cloth. You may use detergent and hot water or very carefully a Brillo pad. Rinse well with vinegar water to prevent a residue from forming when the oven is heated.

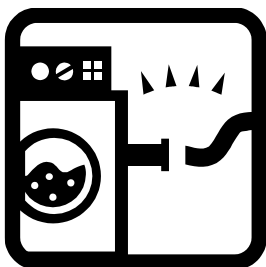
Oven (Self-Cleaning)

- Do not use abrasives or oven cleaners.
- Be sure to wipe up excess spillage before starting the self-cleaning operation.
- The range must be completely cool in order to set the self-clean cycle.
- Remove all cookware and any aluminum foil from the oven - they cannot withstand the high cleaning temperatures.
- Note: The oven shelves may be cleaned in the self-cleaning oven. However, they will darken, lose their luster and become hard to slide.
- Lock the oven -- but NEVER FORCE THE LATCH. This will damage the door lock mechanism. If the latch will not lock, contact the maintenance staff for assistance.
- Begin the cleaning cycle.
- After the cleaning cycle is complete, the oven must cool completely before the latch can be unlocked and the door opened. NEVER FORCE THE LATCH.
- You may notice some white ash residue in the oven. Just wipe it up with a damp cloth after the oven cools.

GARBAGE DISPOSAL

- Always run a flow of cold water when grinding or disposing of food. Start running water before putting items into the disposal and continue for a short time after cutting off the disposal.
- Always run disposal clear of food before using the dishwasher.
- Fibrous food, eggshells, bones or large bulky items should not be put into the disposal.
- If the disposal does not come on, press the red reset button on the motor body.
- **Never put grease down the drains. Residents will be charged when grease is found in garbage disposal or plumbing lines.**
- Do not put an excessive amount of food in the disposal at one time. Feed in small amounts to prevent jamming of the blades.
- Grinding a small piece of lemon or lime occasionally can help eliminate odor buildup.
- Periodically grind a cup of ice cubes to help keep the disposal blades sharp.

WASHER and DRYER



Over time washing machine hoses can become frayed and thin. Whether the washer in your apartment home belong to you or was supplied by the Lessor, you should inspect the hose periodically to make sure it is still in good condition. This will help prevent water damage – not only to your personal property but also to our property and possibly a neighbor’s property.

The dryer vent hose also needs to be checked periodically. Lint can sometimes accumulate in this vent and will need to be removed. A longer than normal drying time could indicate this problem.

TIPS & HELPFUL HINTS for HEAT PUMP OPERATION

For a lot of people an electric heat pump is a mystery. Why is it called a heat pump when it is also supposed to keep your home cool in the summer? It is called a heat pump because the primary purpose is to move heat. In the summer it moves heat out of your home and in the winter, it moves heat into your home.

Like any heating or air-conditioning system, a thermostat operates the heat pump. A heat pump works most effectively and efficiently when it is set at one temperature and left alone. The temperature control is at the top left side of the thermostat.

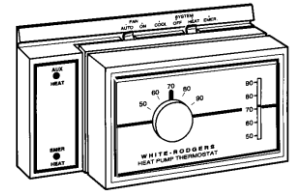
Controls will be on the top or side of the thermostat (thermostat styles vary).

Set as follows:

Heat or Cool (middle setting OFF for when you don't need either one)

Fan on auto (automatic)

Lower control on Norm



In the event the heat pump becomes inoperative, the lower control allows you to heat your home by supplemental heat until the problem can be corrected. Switch from Norm to Emergency Heat.

If the outside temperature is extremely low, you will probably notice a blue light glowing on the front of the thermostat. This simply means that the supplemental heat has kicked in to help the heat pump keep your home at the temperature you have selected on the thermostat.

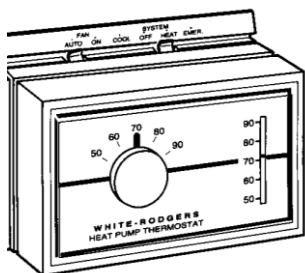
During cold winter days with high humidity, you may notice the outdoor unit looks like it is smoking or steaming. Don't worry! This is the heat pump's way of defrosting or removing any frost and/or ice, which may have built up on the outdoor coil. It will only last a few moments.

PLEASE REMEMBER: NEVER BLOCK REGISTERS OR RETURN GRILLS.

If air is not allowed to circulate properly, the heat pump will not be able to do the job for which it was designed in the most effective and efficient manner. In summer months you can help keep your apartment home cooler by closing drapes and/or blinds during the hottest part of the day.

TIPS & HELPFUL HINTS FOR FORCED AIR HEAT & A/C

Heating and air-conditioning systems are operated by thermostats. The systems work most effectively and efficiently when set at one temperature and left alone.



Controls will be on the top or side of the thermostat. (Thermostat styles vary)

Set the controls as follows:

HEAT or COOL (OFF for when you don't need either one)

Fan on AUTO (automatic) and not MANUAL

Adjust the side lever up or down to choose desired temperature.

PLEASE REMEMBER: NEVER BLOCK REGISTERS OR RETURN GRILLS.

If air is not allowed to circulate properly, the heating and air-conditioning system will not be able to do the job for which it was designed in the most effective and efficient manner. In summer months you can help keep your apartment home cooler by closing drapes and/or blinds during the hottest part of the day.

COMMUNITY SYSTEM for AIR CONDITIONING and HEAT

Weather in the Fall and Spring can significantly fluctuate from hot to cold and cold to hot within a matter of days. The heating and air plant that supplies our community operates on a single pipe system. The same system provides both the heat and the air conditioning; therefore, it is not possible to provide both at the same time or to switch back and forth. Once the system is converted to heat in the fall, it will remain in that mode until converted to air conditioning in the spring. The level of heating or cooling can be changed by adjusting the thermostat setting. The central system is designed to heat or cool the building to a predetermined temperature while the thermostats are designed to allow minor adjustments to accommodate varying building conditions, such as an apartment on the sunny side of the building or an apartment with many windows. Radically changing the temperature setting will not radically change the room temperature.

Switching to heat or air conditioning requires that the water system be bled and changed over. After doing this, it is not an easy process to switch modes should there be a change in temperatures. The service team carefully monitors temperatures and makes decisions about when to convert to heat or air conditioning. When the heat or air conditioning first comes on, be sure to check on the adjustments available on the apartment's thermostats. If there are any questions regarding adjusting the heat or air conditioning, contact the Business Office.

Over the years the service team has developed guidelines whereby temperature changes are monitored and a determination is made when to turn the heat and air on and off. Taking into consideration the many weather changes that occur in the fall and spring, the following general guidelines have been established:

Fall – Turning on Heat - In cooling mode, five consecutive days/nights with the recorded low temperature of 50 degrees or lower will prompt the consideration to switch the system to heat. Daytime temperatures are also considered to some extent. Changeover should be no later than October 15.

Spring – Turning on Air Conditioning - In heat mode, five consecutive days/nights with the recorded high temperature of 75 degrees or higher will prompt the consideration to switch the system to cool. We also consider daytime temperatures to some extent. Changeover should occur no later than May 15.

Central heating and air conditioning are provided to each apartment at no additional cost. Residents may experience transitional times during the spring and fall where heating and cooling are difficult to balance. Supplemental heating and/or air conditioning devices are prohibited.

FILTERS

Filters in the return duct clean the air before it circulates back through the apartment. Having a clean air filter greatly improves the efficiency of your heating/air conditioning system as well as the quality of the air you breathe.

Service staff will change filters in the heating and air conditioning systems on a quarterly basis. A schedule of this operation will be distributed throughout the community – by flyer or by newsletter. If you should determine that your air filter needs replacement before the scheduled change, please contact the Business Office and our staff will be happy to replace it at resident's expense.

Any articles that might interfere with the service staff's efforts to change the filter must be moved.

Do not cover the return air vent located in your apartment home as this will decrease the efficiency of the system.

While changing the filters, the service staff will check your apartment home and do preventive work. Such work includes checking for dripping faucets, improperly flushing commodes, and the general condition of the apartment home. Work orders will be written and a service person will return at a later date to repair the noted items.



FIRE PREVENTION RECOMMENDATIONS

For your safety and the safety of other residents in your building, the following fire prevention rules and recommendations are provided:

- Keep matches and cigarette lighters out of reach of children.
- Do not smoke in bed.
- Do not alter electrical wiring. Contact maintenance.
- Closely watch food being cooked with grease to prevent pan fires.
- Turn pot handles away from reach of small children.
- Keep baking soda or a fire extinguisher for grease fires.
- Smother a pan fire with a lid. Do not use water.
- Keep decorative items away from stove or burner areas.
- Do not empty ashtrays until the ashes are completely cooled.
- Use adequate size ashtrays.

Do not keep flammable liquids such as gasoline, lacquer, or paint thinners in the apartment home, stored on the balcony/patio or any other storage area on the property.

HOLIDAY LIGHTS & DECORATIONS

Holiday decorations should be used with caution. Keep away from stove/heating vents.

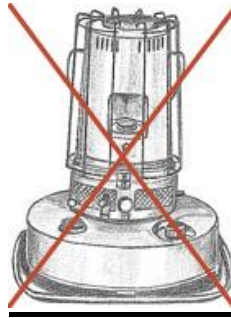
Use only one extension cord for tree lights.

Watch tree for dryness. Be careful with tree lighting and wiring.

Dispose of holiday trees properly. Contact management for proper areas of disposal.

Always know the quickest and easiest way to exit your apartment home and the building in case a fire should occur. Have a second choice of exit in case the first is blocked. Be sure all family members or apartment residents know this exit plan and have a designated spot to meet afterward.

KEROSENE AND ELECTRIC SPACE HEATER WILL NOT BE USED



MOLD INFORMATION

Mold is a part of the natural environment that reproduces by means of tiny spores. These spores are invisible to the naked eye and float through outdoor and indoor air. It breaks down and feeds on organic matter in the environment. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture. Not all mold is readily visible, but when it is, it can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black. Often, there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold growth. The goal is to minimize the amount of mold to the extent possible.

In order to maintain a quality living environment for all residents, it is important to work together to minimize the occurrence and growth of mold in apartment homes. To reduce the possibility of mold, you should:

- Keep the premises clean, particularly the kitchen and bathroom, by regularly dusting, vacuuming, and mopping. A household cleaner should be used to clean hard surfaces.
- Remove any moldy or rotten food.
- Remove garbage regularly.
- Use hood vents when cooking, cleaning and dishwashing.
- Use exhaust fans when bathing or showering.
- Leave exhaust fans operating for a sufficient amount of time to remove moisture.
- Hang shower curtain inside tub when showering.
- Wipe down bathroom walls and fixtures after bathing or showering.
- Hang up towel and bath mat until fully dry.
- Wipe down any visible signs of moisture.
- Wipe down windowsills if moisture is present.
- Periodically check all washer hoses for damage (if applicable).
- Water all indoor plants in a sink or tub and allow to drain well before putting back in place or
- Water indoor plants outdoors.

If there is any visible mold on non-porous surfaces such as ceramic tile, formica, vinyl flooring, metal or plastic, you should:

- Clean the areas with soap (or detergent) and a small amount of water and let the surface dry.
- Within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine scented), Tilex Mildew Remover, or Clorox Cleanup.
- *Note that some household cleaning products contain bleach and may cause staining.*
- If mold reappears, repeat the process.
- If mold is due to an ongoing leak or ongoing moisture problem, contact the Business Office immediately.

You must report in writing to the Business Office:

- Water leak, excessive moisture, or standing water inside the apartment home, storage area, or garage.
- Water leak, excessive moisture, or standing water in any community common area.
- Mold growth in or on hard surfaces within the apartment home.
- Mold growth on any porous surfaces such as sheetrock walls or ceilings.
- A malfunction or leak in any part of the heating, air-conditioning or ventilation systems, or any plumbing fixture.
- Leak in washing machine (if applicable; you are responsible for machines owned by you).
- Discoloration of walls, baseboards, doors, window frames, ceiling.
- Moldy clothing.
- Refrigerator and air-conditioning drip pan overflows.
- Loose, missing or falling grout or caulk around tubs, showers, sinks, faucets, countertops, clothes dryer vents.

Your failure to adhere to the above guidelines shall be deemed an Event of Default under the terms of the Lease. Owner or Agent will be entitled to exercise all rights and remedies it possesses against resident(s) at law or in equity.

The Lessor does not make any representations or warranties regarding the existence or development of molds or micro-toxins.

The Resident assumes the risks associated with molds, fungi and/or micro-toxins and releases the Lessor and/or Agent from any claim for loss, liability or damages resulting from the existence and/or development of the same.

The Resident can be held responsible for property damage to the apartment home and any health problems that may result from his failure to notify the Business Office immediately, IN WRITING, of any mold, mildew, or moisture problems.

The Resident shall hold Lessor and/or Agent harmless for damage or injury to person or property as a result of his failure to comply with these terms.

The Lessor and/or Agent reserves the right to terminate the tenancy and the Resident agrees to vacate the premises in the event Lessor and/or Agent, in their sole judgment, feels that either (1) there is mold or mildew present in the apartment home which may pose a safety or health hazard to the Resident or other persons and/or (2) the Resident's actions or inactions are causing a condition which is conducive to mold growth.

The Resident agrees that the Lessor and/or Agent may conduct inspections of the apartment home at any time with reasonable notice.

SAFETY/SECURITY INFORMATION

We do not make any representation or warranty, either expressed or implied, regarding your safety or the safety of your personal property, against the criminal actions of other residents or third parties.

The responsibility for protecting yourself, your family, and your property as well as your invited guests from acts of crime is the sole responsibility of you and law enforcement agencies.

If controlled access gates or intrusion alarms are provided, you will be furnished written operating instructions. It is your responsibility to read them and to bring any questions to our attention.

For apartment homes equipped with an intrusion alarm, you will be responsible for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges. Management is not obligated to respond to any signal from an intrusion alarm system.

It is your responsibility to promptly notify management, in writing, of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms, and any other security-related device.

If security systems, security devices or walk-through services are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen.

It is a fact that no security system, courtesy patrol or electronic security device can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personal absenteeism, and can be defeated or avoided by clever criminals. Always proceed on the assumption that no security systems exist. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

Therefore, we do not warrant that any security systems, security devices or services employed at this community will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime.

Further, we reserve the right to reduce, modify or eliminate any security systems, security devices (other than those statutorily required) at any time; and you agree that such action shall not be a breach of any obligations or warranty on the part of management.

You, as resident, agree to release and hold harmless owner and management from any claims arising out of criminal acts of other residents and third parties. You also agree that owner and management shall not be liable to you based upon any claim that security was not provided except management's compliance with the state statutes. The forgoing shall also be binding upon your heirs, successors and assigns.

LEASE OBLIGATIONS

TERM OF LEASE

The lease you have signed obligates you to pay the amount of money shown. Moving before the expiration date stated on your lease will not necessarily end your liability under the contract. Please ask now for clarification if there are questions so we can avoid any confusion at a later date.

NOTICE TO VACATE at the end of the lease term

A sixty (60) day written notice prior to the lease expiration date must be given to cancel the lease at the end of the term. You may give Management the sixty (60) day written notice or Management may give you the sixty (60) day written notice.

AUTOMATIC RENEWAL

If a sixty (60) day written notice of cancellation is not received by either party, the lease will automatically continue on a renewing MONTH-TO-MONTH BASIS with additional fees.

Other lease renewal options (such as six-month or twelve-month) may be available to you. Please contact the Business Office for further details.

If the lease continues on a month-to-month basis, you must still give notice of your intent to vacate. Your month-to-month lease requires that all notices be in writing and be submitted at least thirty (30) days prior to the move-out date.

Notice requirements are firm and office staff is not permitted to accept any verbal notices. You will need to submit a written vacate notice at the Business Office before your notice will be considered effective.

PAYMENT OF RENT

The lease obligates you to pay rent in full on the **FIRST DAY OF EACH MONTH**. Rent is considered **late on the second day** of the month. We are not required to accept partial payment, nor are we required to accept late payments.

If rent is not received in the Business Office by the fifth (5th) calendar day of the month, **REGARDLESS OF WEEKENDS, HOLIDAYS, or POSTMARK**, a late payment fee as provided by the lease will be added to the amount due as additional rent.

We reserve the right to require that late payments be paid by money order, certified check, cashier's check or credit card (if applicable to the community).

CASH IS NEVER ACCEPTED IN THE BUSINESS OFFICE

RETURNED CHECKS

If your check is returned by the bank unpaid for any reason, a returned check fee in the maximum allowed by law will be added to your account as additional rent. Additionally, if your check is returned after the 5th of the month, the late fee will be added.

Checks returned unpaid will not be re-deposited. Late rent payments and/or repayment of NSF checks must be paid by money order, certified check, cashier's check or credit card (if applicable to the community).

Management reserves the right to require that all future payments be made in the form of a money order or certified check after the return of a check by the bank unpaid.

If your check is returned due to bank error, we suggest that you have the bank notify our Business Office in writing of their error in order that the letter may be placed in your file for your credit protection.

ROOMMATE OBLIGATIONS

Each resident is jointly and severally liable for all lease obligations. This means that not only do all roommates owe all charges as a group (jointly), but also each roommate owes all charges individually. All roommates are responsible for late fees and returned check fees. All roommates whose names appear on the lease will be responsible for the cost of repairing damages to the premises, whether occupying the premises or not.

Should one or more roommate leave, he/she will be released from liability when:

1. Proper written notice to vacate is submitted to management at the Business Office.
2. A replacement, if applicable, is approved by management, has signed the lease and all applicable addendums.
3. A partial move-out form has been signed by all parties involved.

Security deposits remain on the apartment home and are not refundable until the apartment home is completely vacated by all residents and all keys returned to the office.

SECURITY DEPOSIT DISPOSITION

When you vacate your apartment home and return all keys and passes to the Business Office, the apartment home will be inspected by Management. It is our intention to refund all of the security deposit. However, any damages other than normal wear and tear, and/or failure to perform terms of the lease may result in all or part of the security deposit being retained by management. Any unused portion of the deposit will be returned to you within thirty (30) days after we have knowledge you have vacated the apartment home. We may mail the security deposit refund check to any one tenant, with a check payable to all residents.

Be sure that all personal property and trash is removed from the apartment. If any personal property is left in the apartment, local and/or state legislation may require us to pursue legal eviction action to gain official possession of the apartment. Any additional expenses incurred would be charged to your account and be immediately due and payable.

Please remember that you must provide the Business Office with your forwarding address.

HELPFUL HINTS FOR FULL SECURITY REFUND

It is our intention to refund your deposit within forty-five (45) days after you vacate and turn in your keys. However, we may retain any portion or all of the deposit if there is any money due on your account; if the apartment home is left dirty or damaged; or if the lease term is not fulfilled.

Your apartment home will be inspected after you have removed all of your personal items and all keys and amenity cards and/or passes have been returned to the Business Office. The following details what is expected of you.

KITCHEN

1. All drawers and cabinet left clean and all loose shelf paper removed.
2. Dishwasher, if provided, cleaned inside and outside.
3. Refrigerator cleaned inside and out; turned off and the doors left ajar to prevent buildup of mildew and odors
4. Range cleaned - including stove top, drip pans, underneath stove elements, and the vent hood. If possible, move the range away from the wall and clean behind it.
5. Sink and floor scrubbed.

BATHROOMS

1. Commode and shower/tub scrubbed.
2. Floors scrubbed.
3. Vanity cabinets and medicine cabinets cleaned and shelf paper removed.
4. Remove any tub decals you may have applied.

ALL CARPET – if applicable

1. Carpet should be thoroughly vacuumed.
2. Carpet will be checked for pet damages and odor.

WINDOWS

1. All window tracts should be cleared of debris and the glass cleaned.
2. Screens, if provided, should be in place in all windows.

PATIO/BALCONY

1. Glass doors cleaned.
2. Tracks cleaned.
3. Cement area swept and all debris picked up around the area.

WASHER/DRYER CONNECTIONS – if applicable

Please be sure the faucet supplying water to your washing machine is completely turned off when you disconnect your washer. If not turned off completely, the faucet will drip or leak and cause damage to walls and/or floors for which you will be responsible.

FIREPLACE – if applicable

All ashes should be cleaned out of the fireplace and any firewood should be removed from the apartment home, including the balcony/patio.

If you would like to be present when the apartment home is inspected, please call the Business Office the first business day after you vacate to find out the approximate schedule for inspection.

Please be sure to provide the Business Office with your forwarding address in order for us to provide you with the full and final accounting of your security deposit as quickly as possible.

ALL PERSONAL PROPERTY & TRASH MUST BE COMPLETELY REMOVED!

APARTMENT/DAMAGE CHARGE SHEET

The estimated charges below are guidelines applicable both during your residency and upon move-out inspection.

1.	Key Fob (each).....	\$40.00
2.	Shower Rod	\$35.00
3.	Toilet Tank Top.....	\$30.00
4.	Wall Mirror - Bath	\$75.00
5.	Glass Globes (each)	\$10.00
6.	Fluorescent Light Cover (each).....	\$65.00
7.	Screens	Per Estimate
8.	Complete Toilet (broken)	\$200.00
9.	Toilet or Sink Clogged (caused by resident) approximate cost	\$60.00
10.	Toilet Seat	\$15.00
11.	Bath Sink	\$100.00
12.	Towel Bar	\$25.00
13.	Shower Head	\$20.00
14.	Door Lock Rekeyed or Replaced.....	\$475.00
15.	Freezer Door	Per Estimate
16.	Refrigerator Plastic Cover (each)	\$50.00
17.	Kitchen Sink.....	\$150.00
18.	Cleaning of Refrigerator (excessively dirty, exceeding normal).....	\$50.00
19.	Cleaning of Stove (excessively dirty, exceeding normal)	\$50.00
20.	Cleaning Dishwasher (excessively dirty, exceeding normal).....	\$25.00
21.	Cleaning of Apartment (excessively dirty, exceeding normal).....	\$150.00-\$200.00
22.	Range Control Knobs (approximate cost each).....	\$20.00
23.	Oven Rack (each).....	\$45.00
24.	Painting Charge (labor & materials).....	Per Estimate
25.	Broken Window Pane (each).....	Per Estimate
26.	Repair of Sheetrock and/or Doors (\$25.00 minimum).....	Per Estimate
27.	Interior Door (approx. cost)	\$150.00
28.	Mailbox Door	\$50.00
29.	Exterior Door (approx. cost).....	\$350.00
30.	Glass Patio Door (approx. cost).....	Per Estimate
31.	Wallpaper.....	Per Estimate
32.	Cleaning Carpet upon Move-Out (excessively dirty, exceeding normal)	Per Estimate
33.	Blinds.....	Per Estimate
34.	Carpet.....	Per Estimate
35.	Smoke Detector	\$35.00
36.	Carbon Monoxide Detector	\$35.00
37.	Garbage Disposal	\$85.00
38.	Flooring.....	Per Estimate
39.	Electric Stove Top.....	\$250.00+

**Prices Subject to Change without Notice
Other Items Not Listed Will be Charged as Needed**