

Through the years, we have come to realize that there are certain aspects of apartment living which make it unique as compared to other communities. To provide for your comfort and that of your neighbors, and to protect the investment of the Owners, certain rules, regulations and general policies must be imposed and uniformly enforced.

This information (Handbook) has been prepared to inform you of many of the policies that may affect you during your residency. It has been incorporated by reference as part of your Rental Agreement. In the event of a conflict between this information (Handbook) and the Rental Agreement, the terms of the Rental Agreement will be followed. Rules, regulations and policies contained in this document (Handbook) and Rental Agreement may change from time to time. Changes shall be effective upon posting a notice of the change on the bulletin board at each residential community or providing written notice.

Additional rules may be necessary for the use of facilities at specific residential communities. If necessary, the Resident Managers will provide each resident with written copy.

Please keep in mind this information (Handbook) is intended to be used as a companion to the Rental Agreement for various residential communities, situated in several states, some of which may be regulated by differing State or Federal Housing Programs. Each section should be used only if applicable to your specific community. For example, if the community in which you are residing does not have a pool, fireplaces or disposals, the section dealing with those items will not effect you.

As part of the management process, an on-site Resident Manager is employed who is also granted authority to implement Rules and Regulations, coordinate day to day community operations and to communicate with all residents. The on-site Resident Manager is your link to us should you have questions.

Contact Manager BWN LLC 406-652-4941 or at PO Box 20832  
Billings, MT 59104

The Resident Manager's office will be open during the times posted. We encourage you to stop at the office if you have issues to discuss, as clear two way communication is a key to good relationships. If possible, please call for an appointment so that the Resident Manager can reserve time for you.

#### Resident responsibilities

Your apartment is your home. When you take possession of your apartment, you have taken on definite financial obligations and responsibilities for its care and maintenance. These include day-to-day housekeeping; proper care of all appliances, fixtures and equipment; and following the necessary rules and regulations of community living. Your responsibilities are spelled out in your lease and are further explained in this document (Handbook).

#### Your lease and termination

All residents must sign a rental agreement, which is a legal contract between you and the property and is binding on both parties. Please read your rental agreement before you sign and know what you are agreeing to. If there is anything about the rental agreement that you do not understand, or you have doubts about, the time to question it is before signing. Verbal agreements are easy to misunderstand, easy to forget and rarely enforceable. Protect yourself by making sure everything is in writing.

Your rental agreement includes an initial term and provisions for termination prior to expiration. A resident who pays his/her rent by the month is required to give proper notice, IN WRITING, of his/her intention to move as specified in the rental agreement and/or State law. When proper notice is not given, you will be liable for the rent during the notice period. If you vacate prior to the end of the rental agreement term, with or without notice, you may be liable for rent to the end of the period. If the Owner/agent wishes to evict a resident for noncompliance, the same notice period is required to be provided by the Owner, also in writing, as specified in your rental agreement and/or by State law.

As mentioned above this document constitutes a binding and legal. It is very important that you know and understand all of the rules and regulations contained herein. If you violate any portion of the Rental Agreement and/or rules found in the Resident Handbook, you may receive a written communication from the office notifying you of the violation. Multiple violations may result in the termination of your Rental Agreement and the start of eviction proceedings. Therefore, it is important that you respond in a positive manner, correcting any violations, once you are notified.

If a question comes up from time-to-time, with regard to sections of your Rental Agreement, please contact the Resident Manager.

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Any contact that you make with the Billings office should be done in writing. Our staff will do its best to answer your questions. The management team, with the terms of the Rental Agreement and the Rules and Regulations found in this document, will attempt to give you prompt and courteous service as needed.

#### Move-in and Move out Inspections

An inspection of your apartment will be conducted by you and the Resident Manager before you move in. At that time, you will have the opportunity to look at the apartment with the Resident Manager and make sure the apartment is in good condition and repair. You will be asked to sign a move-in inspection report noting any existing damages or problems. This is your assurance that you will not be held responsible for any pre-existing damage. Major problems noted will be taken care of by the Resident Manager in a timely manner.

When you move out, you are expected to clean and restore the premises to the condition existing at the commencement of your rental agreement as evidenced by the Move-in Inspection Report, less normal wear and tear. Soilage IS NOT normal wear and tear and you should have the carpets and drapes cleaned in a professional manner (and provide receipt of services performed), upon move out, in the absence of which Management shall do so at your expense. Normal wear and tear does not eliminate your obligation to professionally clean the carpets and drapes. Upon WRITTEN notification of your intention to vacate, the Resident Manager will provide you with a detailed checklist to use as a guideline in assessing your responsibilities when moving out.

Upon a resident's departure or termination of tenancy, it is the resident's obligation to remove all of his/her personal property upon the day of vacating or at the end of the rental term, whichever first occurs. Should the resident fail or neglect for any reason to remove all of his/her personal property or the personal property of others left in the premises or on the property, Management shall have no responsibility to store or protect that property and may sell or dispose of it as Management shall determine, without notice of payment to resident, unless any landlord-tenant act prohibits such

disposition or requires Management to comply with any specific procedure.

### Security/Damage Deposit

Security/Damage deposits are due on or before the day you move into your apartment. When you move out, your security deposit will be refunded to you subject to the following provisions:

- 1.) A proper WRITTEN NOTICE to vacate must be given, as specified in your rental agreement and/or by State law. Payment for all outstanding charges, including rent in full, must accompany the written notice.
- 2.) There is no damage to the rented premises beyond ordinary wear and tear.
- 3.) The entire apartment, including all appliances, fixtures, floor coverings and private spaces must be clean. (A more detailed list of all requirements will be provided to you at the time of your written notice to vacate.)
- 4.) All keys are returned.
- 5.) A forwarding address is left with the Management. A Security Deposit Disposition Form will be mailed to you shortly after moving out of your apartment and will include your refund and/or billing of charges. Any charges not paid within 30 days will be turned over to a collection agency.

### Keys

Each resident will be issued a set of all necessary keys. Lost keys will be replaced at a charge of \$5.00 per key.

Residents may not alter any lock or install any new lock on any door on the premises without written consent of the Resident Manager. For safety purposes, keys to all resident installed locks must be on file with the Resident Manager at all times.

In the event a resident has misplaced his/her key, or for other reasons has been locked out of an apartment, Management will assist on a non-emergency basis when available or shall provide the locked out resident with the telephone number of a reliable locksmith to let them in at the resident's expense.

### Mail

Each resident will be provided, from either the Resident Manager or Postal Service, with his/her own mailbox and a key if lockable boxes are provided. Please use your full name, address, apartment number and zip code as your mailing address. This full address should also be used as a return address on your mail. There may be a letter drop located near the mailboxes for your convenience.

### Telephone

Each apartment is pre-wired for telephone service. If you wish to have a telephone, you must make your own arrangements with the telephone company. The telephone bill is your responsibility, and it must be listed in your own name. Please do not ask the telephone company to install a telephone in a location where outlets have not been provided without prior written permission from the Resident

Manager.

### Cable Television

Each apartment may have been pre-wired for television service. If you wish to have the service available through cable, you must make your own arrangements with the cable company. Please ask the Resident Manager for written permission before running exposed wires within your unit to outlets that have not been provided.

### Utilities

You are responsible for all utility charges unless they are included with your monthly rental payment as specified in your Rental Agreement. Prior to moving in, you must provide verification from the utility companies that will be billing you, indicating that service has been put in your name. Forms for this purpose are provided by the Resident Manager. Payments must be made directly to the appropriate utility company. Nonpayment of utility bills, which may cause service to be disconnected, is considered to be a violation of your Rental Agreement.

Your apartment will be furnished with light bulbs when you move in. While you are a resident at this apartment, it is your responsibility to purchase and replace identical bulbs as needed. Upon move-out, all light fixtures must have light bulbs that are in working order. If there are bulbs that are missing or inoperable, you will be charged for replacement.

Please use only the recommended wattage for the light fixtures. If you have a question regarding the wattage to use, contact the Resident Manager.

If applicable for subsidized Households and/or if Household qualifies for utility reimbursement, the agent will issue checks in the name of the head of the household. As stated above, the resident is responsible for payment to the appropriate utility company and failure to do so is a violation of the Rental Agreement.

### Rent Payments

Your rent is due on or before the FIRST day of each month. Please make all checks or money orders payable to the name of the residential community. All payments should be delivered to the Resident Manager during office hours, or as otherwise arranged. A charge as specified in your rental agreement will be assessed on all NSF checks returned and late rental payments. We recommend that you pay all monies due by check so you have a written receipt of payment. If you do pay any rent by cash, it is your responsibility to secure a written receipt at the time of payment.

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### Congregated Meals

In some of the residential communities that provide housing to Seniors, Handicapped and Disabled, meals are prepared and served. Depending upon the date the program was initiated, these meals may be required as part of your tenancy. If you live in one of these communities that provides meal service, you need to contact the Resident Manager to determine meal requirements, scheduling, and other information regarding the Congregate Meal Program.

Re-certification (Affects only subsidized residents)

If your residential community is subsidized by the Federal Government, there are regulations governing the Federal Housing Assistance Payment Program. These regulations require each resident be recertified at least every year. However, should there be an increase or decrease in income of \$40.00 per month or more, prior to annual recertification, please notify the Resident Manager so proper action may be taken to adjust your rent. It is the resident's responsibility to cooperate in completing the necessary verifications. If you fail to comply with the written notice of the upcoming recertification, on the tenth day of the twelfth month you will lose your Housing Assistance Payment and will be responsible for the full market rent on the date the recertification is due.

Only those persons listed as occupants on the application or certification forms are permitted to reside in your apartment. If there is a change in your family composition, please advise the Resident Manager so that recertification may be initiated.

### Renter's Insurance/Liability

All residents should protect themselves by carrying homeowner's and renter's insurance which includes liability coverage. Such policies protect you against loss of personal property by theft, fire or natural disaster, as well as personal liability. The buildings are insured by the Owner, but the contents are your responsibility.

If for example, a water pipe or sewer line backs up and ruins your living room furniture, your renter's insurance may cover the cost of replacement while the building insurance, the Owner and Management agent would not.

Furthermore, if a fire started in your unit, and you were at fault, not only would you be liable for the damage to your unit and replacement of your household goods, you may also be liable for the damage to any other unit affected. It is imperative that you carry enough insurance to cover this type of loss.

Although you may feel that you do not have household goods that are worth insuring, please remember that the cost today of replacing those items is much greater than when you acquired them. Also, insurance does not cover just furniture, but also clothing, cameras, and jewelry, as examples. If you start to add up the replacement costs of all these items, you will soon realize how much it would cost you to start from scratch if something happened. Insurance may also cover your potential liability in the event a person falls in your apartment or is otherwise injured.

Most insurance companies have renter's insurance at very reasonable rates. We strongly recommend you shop, compare and purchase this coverage.

### Waterbeds

Waterbeds are permitted only with the prior written approval of the Resident Manager. Anyone having a waterbed is required to carry insurance covering all damages which may be caused by the waterbed. A copy of the insurance policy must be kept on file in the Management Office.

### Smoke Detectors

For your protection and the protection of your neighbors, each apartment has been equipped with a smoke detector unit. This smoke detector unit is required by law and under no circumstances should you deactivate it. Although Management may test your detector periodically, it is your

responsibility to test and check the smoke detector frequently. If the smoke detector is battery operated, you must replace batteries when necessary. You should immediately report any malfunction or failure of the detector to the Resident Manager. If you need assistance in understanding your detector, please contact the Resident Manager.

If you are hearing impaired and you feel that the audible smoke alarm will not give sufficient warning, you may make a reasonable request in writing to the Resident Manager. With such a request, it would be possible for Management to install a visual alarm in your unit as an enhancement to your present smoke alarm. If it would be an economical hardship to the property, the Resident Manager will work with the requesting individual to obtain assistance through other sources.

### Emergency Call System

If your apartment is equipped with an emergency call system, an emergency call switch may be located in your bathroom and/or bedroom. The emergency call system should be used ONLY when a true emergency exists. Do not use it for maintenance calls and do not allow children to play with it. It is strongly urged that you familiarize yourself with the 911 telephone number and the community emergency services.

Please remember the emergency call system provided is a support service and the Resident Manager may not be on the premises 24 hours a day or when assistance is needed.

Therefore, it is strongly recommended you establish a "buddy system" where neighbors develop a system for checking on each other daily and in times of emergency.

Again, the Resident Manager is under no OBLIGATION to respond to the emergency call system. However, the Resident Manager will respond when he/she is available, just as any good neighbor would do.

### In Case of Fire

While normal precautions have been taken by the Management to avoid and detect fires, and the chance of a fire spreading is low, care must be taken at all times. Some common areas may be equipped with sprinkler heads that will be automatically activated in the case of a fire situation. As mentioned previously, each apartment is also equipped with its own smoke detector unit. You should regularly check the smoke detector unit in your apartment and report any malfunction. In addition, fire extinguishers are provided in marked locations throughout the community. If you have an occasion to use your fire extinguisher, please report the incident to the Resident Manager. Extinguishers will be checked on a regular basis in an attempt to keep them in good working order at all times.

The listed general guidelines should be followed in case of a fire emergency.

- 1.) Remain calm. Don't panic.
- 2.) Follow the normal procedures when evacuating. These procedures and instructions are easily available through your local fire and/or police department.
- 3.) Go to the nearest telephone and dial 911. Ask for the fire department and give them complete information: name, address, type of fire and so forth.

#### 4.) Notify the Resident Manager.

Prevention is the best form of fire protection. Please:

- 1.) Never smoke in bed.
- 2.) Warn children about playing with matches, cigarettes and other fire hazards.
- 3.) Replace old or frayed electrical cords and plugs.
- 4.) Remember to turn off irons, heating pads, electric blankets, stove burners, coffee pots, and so forth when not attended.
- 5.) Take care in use of and disposal of cleaning materials.
- 6.) Do not allow grease build up in your ovens, on the stove top or on the range hood. (This is the most common cause of fire.)
- 7.) Do not place furniture or belongings against the baseboard heaters, water heater, furnace, fireplace and other appliances.
- 8.) Test smoke detectors regularly.

#### Security Hints

- Keep your doors and windows locked.
- Do not hide an extra key outside your residential unit.
- Be extremely careful to whom you loan keys. Keep a good record of who has what key, and request a lock change if one of your keys is lost or in the wrong hands.
- Develop a close relationship with your neighbors so that you can look out for each other.
- Notify Management of any unlawful entries, thefts, illegal or apparent illegal conduct, or other suspicious situations.

#### Pets

Unless specifically authorized in your residential community and documented by a separate pet agreement, absolutely no dogs, cats, birds, hamsters, or pets of any kind will be allowed within the community. Friends and relatives are not allowed to bring their pets to visit. They must be left at home. You cannot baby-sit a pet on the premises at any time. Dogs, cats or other pets running loose within the community will be caught and turned over to the appropriate authorities. If an unauthorized pet is found in an apartment, appropriate actions, including eviction may be taken by Management.

#### Guests/Visitors

You are welcome to have guests visit or stay with you temporarily. Temporary is defined as a person or persons not expected to stay with the resident for more than a period of seven (7) days, and not on a recurring basis. Exceptions to the seven day period can be made with prior written approval of

the Resident Manager. Guests and visitors must park in areas designated for guests.

Guest staying more than 24 hours must be registered with the Resident Manager.

Occupancy by persons, other than as identified in your rental agreement, for longer periods, is grounds for termination and eviction.

REMEMBER: YOU ARE responsible for the conduct of your guests at all times.

#### Disturbances

You have a right to expect that your neighbors will not disturb your right to a quiet and orderly home, and they have the right to expect the same from you. Since apartments are within close proximity of each other, you must think of other people when you play the radio, stereo, television, entertain guests and so forth. We encourage good relations among residents and expect you to do nothing in or about the community that interferes with the rights, comfort, or convenience of other residents or employees. The following rules outline the mutual expectations at your community.

#### Quiet Hours

You should not make noise that can be heard outside your apartment from 10:00 p.m. until 8:00 a.m.

#### Noise

No one should be subjected to excessively loud noise at any time. Excessive noise is defined as noise making normal conversation difficult, for example, a stereo at high volume. Ear phones are suggested for those who wish a higher volume when using stereos and televisions. If your neighbor is making excessive noise, please speak to him/her first. If noise continues, notify the police and inform the Resident Manager. Loud boisterous conduct on the property that disturbs the comfort of others is annoying and thus prohibited.

#### Parties

If you wish to have a party, talk to your close neighbors about it beforehand. Inform your guests that if they disturb your neighbors, they jeopardize your residency.

#### Smoking

Smoking is not permitted in the apartment, on the deck and/or within 30ft. of the complex. Violators will be fined \$100.

#### Racial Slurs and/or Harassment

Racial slurs and/or harassment directed by one resident towards another resident(s) will not be tolerated and will be grounds for terminating the offender's tenancy.

Complaint procedure will be as follows:

A complaint must be made in writing, signed by the complainant, and given to the Resident Manager. The Resident Manager will immediately issue a written notice of the complaint to the offender ten (10) days to respond to the complaint. A copy of the complaint and the notice to



respond will be kept in both the complaint's file and the respondent's file. A copy of the of any resolution, in fact, will be kept in the complaint's file and the offender's file. A warning will be issued to the offender of a possible termination of tenancy.

A second occurrence will follow the same procedure with a final warning issued.

A third occurrence will result in termination of tenancy.

### Threatening Actions

Use of threat to use a deadly weapon, assault, threat to do bodily harm, or any arson related offense will be grounds for immediate eviction. A display of firearms in or around the residential community is prohibited.

### Service Requests

Maintenance problems are usually less expensive to correct when they are dealt with promptly. We urge you to let the Resident Manager know as soon as possible when you have any maintenance that needs to be done in your apartment by using the Maintenance Repair Request form available to you from the Resident Manager. Please complete these as necessary and return them to the Resident Manager during office hours. Appropriate service will be scheduled as soon as possible.

If you have a maintenance emergency such as no heat, burst pipes, etc., please call the Resident Manager at any time. If the Resident Manager is unavailable, call the emergency number provided. Otherwise, please present your requests for maintenance to regular office hours to keep from unnecessarily disturbing the Resident Manager outside of the scheduled office time.

In general, the upkeep of your apartment is your responsibility, while repairs to the building and equipment are the responsibility of Management. If repairs are due to normal wear and tear, there will be charge to you. However, if repairs are necessitated by your carelessness or misuse, or that of your guests, you will be charges for the work and will be expected to pay for the charge within 30 days of the receipt of written billing, unless other arrangements have been made with the Resident Manager.

### Exterminating

We have a contract with a licensed exterminator. Please call the Resident Manager immediately if you notice any pests. There will be no charge for this service. If your neighbors have pests, we may wish to treat your apartment as a preventive measure.

### Rubbish Removal

For resident convenience, trash receptacles are located throughout the community. Please take all trash to these specified pickup areas on a timely and consistent basis. Do not permit small children to take trash to these areas. Place all trash in plastic bags or other secure containers and place inside the trash receptacle. Please arrange for removal of any objects too large to place inside the trash receptacle. Trash receptacle lids must be securely closed at all times in order to maintain a neat, clean and relatively odor-free area.

If your building is equipped with a trash chute, place all trash in plastic bags or other secure containers. Do not deposit boxes or other items that will clog the trash chute. Contact the Resident Manager for instructions as to where these items are to be placed.

## Snow Removal

During winter months, snow will be plowed from the parking lot. All residents who own cars must cooperate and are expected to move their vehicles when snow removal equipment arrives. Cars parked over 24 hours after a heavy snowfall may be removed at the car owner's expense. Therefore, if you plan to be gone from your apartment at anytime during the winter months, please leave an ignition key to your car with a friend or the Resident Manager so that it can be moved if necessary.

Common area walks will be shoveled and sanded when necessary. After a heavy snow, it is recommended that you do not leave your apartment, unless necessary, until the walk can be cleared.

In the case of a townhouse style apartment or a single family residence, each resident will be responsible for shoveling snow and ice from their door to the main sidewalk. Snow shovels will be available from the Resident Manager at your request.

## Parking/Vehicles

Parking is provided for each apartment and is available to residents and guests on a first-come first-serve basis, (unless parking spaces are assigned by the Resident Manager). Please park so that other cars have easy access in and out. Do not double park. Park only in designated areas, since other areas are reserved to provide adequate fire lanes, handicapped convenience or to facilitate trash removal. Cars that are parked in restricted areas may be towed away at the car owner's expense. Additional parking lot regulations are as follows:

- \* All cars must be drivable. They should not be stored in parking areas. Vehicles found on the premises in a junk condition with flat tires, on jacks, or on supports or bare wheels will be removed at the car owner's expense. Expired license plates indicate a stored condition.
- \* Because of the rising costs of utilities and the damage caused to asphalt and landscaping by detergents and cleaning solvents, washing cars is not permitted in the community unless an area has been designated for this activity. Mechanical work, oil changes and all other repair work is strictly prohibited. However, in some communities a specific area for these activities may be provided.
- \* Trailers, campers, and boats cannot be stored in the parking lot without written permission from the Resident Manager.
- \* Motorcycles, minibikes, and other recreational vehicles are permitted to be used on roadways only. Parking these vehicles on walkways, porches, balconies, under stairways and in apartments is prohibited.
- \* Bicycles are not to be ridden on the sidewalks and must be parked in bike racks when not in use. Bikes shall not be in hallways, on front lawns, or in any other common area not so designated.
- \* For safety reasons, bicycles, big wheels, and other similar equipment are not to be ridden in the parking lot except when going to or from your apartment and areas outside the community.

## Exterior Property/Public Areas

Residents are responsible for certain aspects of the maintenance and care of areas outside of their apartment, including the following:

Avoiding littering.  
Protecting grassed areas.  
Preserving playground and sitting areas and their use.  
Protecting trees and landscaped areas.  
Maintaining parking areas.  
Protecting all common areas, both interior and exterior.

Trees, shrubbery, grass, and plants are a vital and valuable part of the community. Residents are liable for damages if they or their guests damage the landscaping.

Front lawns of all buildings should be kept clear of personal property. No signs, advertisements, notices, or other lettering may be exhibited, inscribed, painted, or affixed by any resident on any part of the out side or inside of apartments or buildings without prior written consent of the Resident Manager. No awnings or other projections may be attached to or protrude beyond the outside walls of the building without prior written consent of the Resident Manager. No radio or television aerials or wires may be erected in or about any part of the apartments. Residents should not allow anything whatsoever to fall from the windows, doors, or balconies of their apartments, nor should they sweep or throw from their apartments any dirt or other substance into corridors, halls, ventilators, or elsewhere in the building. No clothing, rungs or other items may be hung on or over patio fences or balcony railings.

Personal lawn furniture may only be used on the apartment patios, yards or balconies. No swing sets or clotheslines may be erected. No wading pools or temporary pools may be utilized without written permission from the Resident Manager, and then only if they are promptly drained and stored after each use.

Equipment belonging to the community must be permanently retained in its original location. None of this equipment may be moved to or from any part of the property without written permission from the Resident Manager.

Expenses incurred by Management, as a result of mistreatment of apartments or common areas through neglect or willful abuse by a resident, family or guests, will be assessed to the resident.

#### Playground/Common Areas

A playground may be provided for the children of the residential community. A parent or a responsible adult must supervise children 5 years of age or under when they are on the playground. Supervision means the parent or responsible adult will be physically present on the playground area with the child. Parents will be responsible for any damage to the playground or common areas caused by their children or guests. No glass items or pets are permitted in the playground area.

Parents are responsible for the conduct of their children and their guests' children. Please do not allow children to leave bicycles, tricycles, skates, skateboards, toys or similar equipment on sidewalks, on/under stairways or in hallways. Strewn toys are a hazard, look unattractive, and are an inconvenience to neighbors.

#### Clubhouse/Community Room

Your community may be provided with a clubhouse or recreation/community room facilities. Rules and regulations are established to regulate, maintain and control the facilities for the best interest, greatest safety and maximum benefit of all residents.

Children (minors) under 18 years may not be in the recreation/community room for any purpose unless in the presence and under the supervision of a parent or another resident adult.

Guests may not use the recreation/community room unless accompanied by a resident. No exceptions!

All residents will be held personally responsible and liable for any damage done by themselves or guests to the building and/or equipment.

Residents are expected to clean up after themselves.

Residents are responsible for the behavior and conduct of their guests. Public nuisance and intoxication are not permitted at any time.

The clubhouse or recreation/community room within the community may be reserved by any resident for parties or family gatherings that are too large for his/her apartment. Reservations should be made at least one week in advance and a cash damage/cleaning deposit may be requested to be made at the same time. The Resident Manager and the resident reserving the clubhouse/community room will inspect the clubhouse/community room to note physical condition prior to use and after use. The deposit will be returned in full by noon of the next business day following the party if the recreation/community room is left in the same condition as when reserved. Private use of the recreation/community room must not disturb or be offensive to other residents within the community.

Organizations and clubs from outside the residential community may reserve the recreation/community room for appropriate activities under the following conditions:

- 1.) Their organization must include a member from the residential community who requests the use of the area on behalf of the organization; OR,
- 2.) The meeting must be open to the residents of the residential community and be of some direct social , recreational, or informational benefit to the residents in general; AND
- 3.) The Resident Council approves of the activity.

The management staff reserves the right of final approval of the of the clubhouse or recreation/community room and the various facilities by outside organizations.

### Recreational Facilities/Equipment

All recreational facilities/equipment that may be provided at your community shall be regulated by Rules and Regulations regarding their use. Rules and Regulations are established by Management to regulate, maintain and control facilities, and to provide for the greatest safety and maximum benefit of all residents. **ALL RECREATIONAL FACILITIES/EQUIPMENT SHALL BE USED AT YOUR OWN RISK** and Management and/or the property accepts no responsibility for accident or injury resulting from the use or abuse of facilities/equipment. Please observe all **POSTED** Rules and Regulations at your community regarding the use of the recreational facilities/equipment so as to increase your enjoyment and safety.

### Saunas

Your community may provide a sauna for your enjoyment. Your cooperation in helping keep it

clean and safe is needed.

Instructions for the use of the sauna(s) are posted at the entrance. Please follow the instructions to ensure the equipment will not be damaged and you enjoy maximum benefit of the facility.

The following are Rules and Regulations for the use of the sauna:

Do not take any beverages or food into the sauna.

Wear proper attire when using the sauna.

You should not use the sauna alone.

Do not stay in the sauna longer than the recommended time.

A person suffering from sore or inflamed eyes, skin diseases or communicable diseases, open sores or having bandages are excluded from using the sauna(s).

The sauna(s) is for the exclusive use of residents of the community. Residents may allow up to a maximum two (2) guests to use the sauna(s) at any one time, provided that the resident is present with them at all times. In all cases residents are responsible for their guest's actions.

#### Swimming Pool/Jacuzzi

Your community may be provided with swimming pool/jacuzzi facilities. The pool/jacuzzi have been provided for your convenience, pleasure and enjoyment. Please cooperate in helping to keep them clean, safe, and quiet. PLEASE NOT THERE IS NO LIFEGUARD ON DUTY AND USE OF THE POOL AND OTHER RECREATIONAL AND RELATED FACILITIES IS AT YOUR OWN RISK. Everyone will be expected to abide by the following general Rules. Specific community Rules or State laws may impose additional regulations.

- 1.) The pool is to be used only during the hours posted.
- 2.) The pool is for the exclusive use by residents of the community. Residents may allow up to a maximum of two (2) guests to use the pool at any one time, provided the resident is present with them at all times. In all cases residents are responsible for their guests' actions.
- 3.) Children must be accompanied and supervised by an adult while in the pool enclosure. Remember there is no lifeguard on duty at any time and use of the pool and other recreational and related facilities is at your own risk.
- 4.) NO GLASS bottles, containers, or other breakable objects of any kind are permitted in the pool area.
- 5.) All litter, including cigarette butts, must be placed in appropriate trash containers or packed at home. Please clean up before leaving the pool area.
- 6.) All furniture must be kept within the pool enclosure. No furniture is allowed in the pool.
- 7.) Running, jumping and/or any noisy or boisterous behavior, which may be disturbing to other residents, is forbidden in or around the pool area at all times. Please remember that sounds are amplified around water.

- 8.) Persons suffering from colds/fever, coughs, sore or inflamed eyes, and skin diseases or communicable diseases, open sores or having bandages are excluded from using the pool.
- 9.) Spitting, urinating or otherwise contaminating the pool water is prohibited. Children wearing diapers are not permitted in the pool.
- 10.) Persons with hair to the shoulder or longer must wear a bathing cap.
- 11.) DO NOT APPLY SUNTAN OIL OR LOTION OF ANY TYPE PRIOR TO ENTERING THE POOL.
- 12.) No rocks, coins, chains, hairpins or small submersible toys are allowed in the pool.
- 13.) Nude and solo swimming are prohibited. Only appropriate swimming attire may be worn in the pool.
- 14.) Absolutely no animals are permitted in the pool area.

The Owners and Management are not responsible for articles lost, damaged or stolen in the pool area except no responsibility for accident or injury resulting from the use of the facilities. Failure to comply with the the above rules and regulations may result in your exclusion from the pool area.

#### Laundries

Complete coin-operated laundry facilities may be available at your community for the residents, with hours posted for their use. The following Rules have established for the efficient operation of the laundry facilities for all residents:

- 1.) Do not overload either the washers or the dryers.
- 2.) Do not use washers to dry clothing.
- 3.) Wipe excess soap from the washers and leave the covers open when you are finished.
- 4.) Check the dryer lint filter before drying your clothes, and remember to clean the lint filter after you dry your clothes.
- 5.) Never leave clothes unattended. Remove clothing from machines promptly.
- 6.) Keep the laundry areas neat and clean and use the trash receptacles provided.
- 7.) Children are not permitted in the laundry room unless accompanied by a parent or responsible adult.
- 8.) Use of the laundry facilities is limited to residents of the residential community only.

When a machine is not working properly, please call the Resident Manager and identify the machine in order for proper repairs to be made. Use of the laundry facilities is at each resident's risk. Management and/or the property are not responsible for any loss or damage caused by use of the appliances. Management reserves the right to prohibit the use of the appliances. Management reserves the right to prohibit the use of the laundry room to any individual failing to comply with

normal procedures and/or posted Rules.

## Elevators

If your community has an elevator, it is automatic, self service. The elevator is inspected and serviced regularly by a service specialist. However, as with anything that is automatic, it is possible for the elevator to malfunction on occasion. If you are a passenger in the elevator and it malfunctions, please do not become frightened, but follow these simple instructions:

Check to see that the red button or switch marked STOP is in the run position. Passengers sometimes hit this button or switch accidentally when pushing floor designation buttons.

Push the button marked DOOR OPEN. This opens the door if the elevator cab is at a landing and the automatic opening circuits have failed.

If the elevator is equipped with a cabinet marked TELEPHONE, open the cabinet door and read the instructions on the inside of the door. They explain how to call for assistance. Many of the elevators have automatic dialing phones or hands free phones. In these cases lift the receiver or push the call button and the phone will automatically dial an emergency number.

Push the button marked ALARM to activate a loud bell. This will indicate to others the elevator has stalled. Push the alarm button at 2 minute intervals until you receive assistance.

While waiting for assistance, do not attempt to leave the car without outside assistance. The safest thing to do is to remain within the elevator until help arrives.

The elevator is not to be locked in the stop position, except in emergencies or when moving in or out. During move-in or move-out you must check with the Resident Manager about procedures.

Remember the elevator is not to be used in evacuating the building in the event of a fire. Please plan ahead and locate alternative exit routes from your floor.

## Decorating

Decorating walls may be accomplished through the use of wall coverings and pictures. You may not hang pictures and wall hangings using nail type hangers. DO NOT use the sticky type wall hangers, as they severely damage the walls when removed. Painting, wallpapering, and the use of contact paper are not permitted at any time, without prior written approval from the Resident Manager.

## Window Coverings

Your apartment may have been equipped with window coverings. If you wish to hang your own personal window coverings, you will be responsible for the safe storage of those provided with the apartment. All window coverings must have a white backing or lining, or one that is standard for the building. Screens are not to be removed from your windows except for cleaning.

## Floor Coverings

Your carpet should be vacuumed and shampooed regularly. If you do not have access to a vacuum cleaner, one may be provided for your use. If something is spilled on the carpet, you should do the following:

1.) With a clean towel, blot up the spill, working from the outside of the spill into the middle. This will cut down spreading.

2.) If there is a stain, use a mild solution of water and soap. Do not drench the area, but with dampened cloth work, from outside to center.

3.) If a stain still appears after it is dry, it is your responsibility to have the carpet cleaned in a professional manner.

In some cases the kitchen and bathroom floors may be vinyl tile or a vinyl sheet. When washing, be sure to purchase a cleaner for a vinyl floor. Wash regularly with warm water and a recommended cleaner.

### Interior/Exterior Doors

Do not hang, tape, nail, or tack any items on the doors. If you scratch a stained door, a little Old English furniture polish will help to cover the scratch. Do not polish doors as the surface may be vinyl covered and will only remain sticky and attract dirt. Use a damp cloth to wipe doors clean. Storm doors, when not provided, may not be installed without prior written approval from the Resident Manager.

### Fireplace

If provided, you are responsible for the proper use and care of your fireplace. The following rules have been developed to ensure proper operation, satisfactory service, safety of residents and the neat appearance of the community.

1.) The damper should be open before building a warm fire and kept fully open when burning. You may want to "warm the flue" to start a chimney draft and eliminate early smoke spillage.

2.) It is required that you use a steel grate to hold the logs for a fire. Place the grate at a minimum of four inches away from the screen/glass. Best results are obtained by using a high-backed grate as it provides extra air circulation for easier, better burning efficiency and also protects the firebox floor.

3.) The firebox floor can be cracked and broken with improper use. Do not drop logs on the bottom refractory and do not build fires directly against the bottom and back, as this may cause extensive damage.

4.) In the interest of safety and the community's cleanliness, we recommend the use of Prest Logs, or a similar brand. If you must burn natural logs, only dry and well seasoned hardwoods should be used. DO NOT use wood products which are manufactured with synthetic binders, such as plywood, particle board and some scrap lumber. DO NOT burn scrap paper, gift wrappings or old Christmas trees in the fireplace. All of these materials burn rapidly and give off heat that is intense enough to ignite the soot on the inside of the flue, and even the roof shingles. DO NOT overload the fireplace. Large fires may also lead to overheating and igniting walls and roof materials. DO NOT use woods that have been dipped in tar, creosote or other chemicals as they will produce a sputtering smoldering fire and may emit toxic fumes. DO NOT use coal or charcoal in your fireplace because of the danger of carbon monoxide buildup.

5.) Never use gasoline, charcoal lighter or other fuel to light a fire. The vapors from these fuels can explode.



- 6.) Always position or close your fireplace screen to prevent escape of sparks and embers on the floor and to protect children.
- 7.) DO NOT allow burning logs to contact the screen/glass and keep combustibles away from your fireplace.
- 8.) Close damper completely ONLY when your fire is completely out and ashes are cold. Keep the damper closed when your fireplace is not in use to prevent unnecessary loss of heated or cooled air.
- 9.) Make sure your fire is out before retiring for the night or leaving the apartment.
- 10.) Warn children about the danger of fire and DO NOT permit them to play with fire or leave them unattended while a fireplace is in use.
- 11.) Clean ashes from your fireplace on a routine basis. DO NOT remove ashes within 24 hours of having had a fire. WHEN ASHES ARE REMOVED, DO NOT STORE INSIDE ANY BUILDING OR ON A DECK OR PATIO. THE ASHES MUST IMMEDIATELY BE PLACED IN A DUMPSTER OUTSIDE.
- 12.) Wood for fireplace use may be neatly stored outside on individual patios or balconies only. Storage on lawns, planting areas, walkways or other common spaces is strictly prohibited. No plastic or metal covering is allowed.
- 13.) Some units may be equipped with gas log fireplaces. Special caution must be used in lighting any gas device.
- 14.) Follow the manufacture's recommended operating instructions. Ask for a copy if you do not have one.
- 15.) Please make certain the gas valve is completely turned off when not in use. The gas valve key should be stored out of the reach of children. Gas will be shut off to all fireplaces during the period April 15th to October 15th.

Use of a fireplace may actually increase the costs of heating your apartment as heated air is drawn up the flue during use.

With the proper use and care of your fireplace, we hope that you can sit back and enjoy the friendly warmth and traditional restful that it provides.

## Appliances

You may find instruction booklets for your appliances in your apartment. Do not destroy these books. They are to be kept in your apartment for your use if needed and by the next resident who occupies the apartment. Keep all appliances in good condition by cleaning them often. Clean the surface areas regularly. The longer spilled food is left on the units, the harder it will be to remove. If something is spilled when baking in the oven, clean it as soon as possible. (This is the easiest way to keep your range in good condition.)

Defrosting of the refrigerator freezer may be necessary and is your responsibility. Warning: DO NOT USE SHARP INSTRUMENTS TO CHIP ICE FROM THE FREEZING COMPARTMENT. You may puncture the coils, resulting in serious damage for which you will be responsible. Use of heater to speed defrosting may also cause damage and is not recommended.

The in-sink garbage disposal is a small electric appliance with a big job to do and occasional breakdowns can be expected. However, most can be avoided with careful use. To insure the best service from your disposal:

- \* Always use lots of cold water to flush the unit and lubricate the bearings.
- \* Use discretion in what items you dispose of in the unit. Do not use the unit to dispose of fibrous food products like celery and bananas, cigarettes, bones, and other materials commonly put in the trash.
- \* Take care in not dropping utensils or other solid objects into the disposal. This would damage both the object and the disposal and could cause costly repairs for you.

Unless Management gives prior written consent in each instance, residents may not install or operate in their apartments any machinery, refrigeration, heating devices, or air conditioning apparatus other than those provided by the property. DO NOT use any illumination other than electric lights, or use or permit to be brought on the premises kerosene, naphtha, benzene or other explosives that are deemed hazardous to life, limb, and property. Residents may not install washers and dryers in their apartments unless hookups are provided by the property. Small apartment size deep freeze units may be used with prior written approval from the Resident Manager. There may be an extra charge for the operation of these appliances if the electricity is included with the rental rate.

Please ask the Resident Manager to explain the operation of any appliance or piece of equipment that you do not know how to operate. If an appliance stops operating, contact the Resident Manager immediately. Use of all appliances is at each resident's risk. Management and/or property is not responsible for loss, injury or damage caused by use of any appliance, including common area laundry equipment.

### Counter Tops

Please do not use your counter tops for a cutting board, hot plate, or ash tray. Damage to these surfaces is very costly to repair. Spills should be wiped up at once so they do not stain the surface. Harsh chemicals and abrasive powders or pads should be avoided when cleaning or maintain the surface.

### Bathroom Fixtures

When using your shower, please make sure the shower curtain is completely inside of the enclosure or the shower door is tightly closed. Any water that leaks out from the shower should be wiped up immediately. The shower unit in your apartment may be a one piece molded fiberglass unit. Special care must be taken not to use an abrasive cleaner such as Ajax, or Comet, as such cleaners will cause considerable damage to the unit. There are several special cleaners made for fiberglass, or you may use a sponge and one of the liquid formulas such as Mr. Clean, Janitor in a Drum, or Formula 409. In an effort to prevent serious damage to walls, floors and ceilings, please notify the Resident Manager immediately if you notice loose caulking around the tub enclosure, or any unusual moisture on the walls, ceiling or floor.

Do not flush foreign articles down your toilet. This may cause considerable damage and costly repairs for you.

## Deliveries

You will have to make your own arrangements for deliveries. Under no circumstances should the Resident Manager be asked to take responsibility for providing access or entry to an apartment or apartment building by delivery or service people.

## Bulletin Boards

Bulletin boards are located in a convenient place in the residential community. Please check these boards periodically for community information and notices of events. Changes in policies, including this Handbook, and community Rules and Regulations will be posted for a period of 30 days.

## Resident's Council

An active Resident Council is an effective way for residents to have input into the life and activities of the community. If you are interested, the Resident Manager can provide you with the names of persons to contact.

## Social Services

A list of social services found in the area is available from the Resident Manager. The Resident Council is encouraged to invite social service agency programs to the residential community that may be of benefit to the residential community.

## Reasonable Accommodations For Handicapped And/Or Disabled

If the resident or member of the household is handicapped or disabled, they may request reasonable accommodations to allow them to carry out their day-to-day activities.

Management and Owners will assist by either altering the apartment unit to accommodate the reasonable request, or if such request would place an economic hardship on the property, assistance will be afforded to the resident in locating possible sources of funding to make reasonable accommodation.

All accommodation requests must be in writing to the Resident Manager.

## Resident Grievance Procedure

If you are having a problem that relates to a neighbor, please proceed as follows:

First, attempt to solve the problem with your neighbor on your own. If you are not successful in resolving the problem with your neighbor after several attempts at doing so, consult with the Resident Council, which will become involved only if the complaint deals with violation of one's rights, pursuant to all the terms and conditions of the Rental Agreement and the Resident Handbook. If the Resident Council does become involved and is not successful in resolving the problem, they will contact the Resident Manager who will make the final determination.

If you are having a problem that relates to building management, operations, or maintenance, please proceed as follows:

Put the complaint in writing and give to the Resident Manager or mail directly to the address on

front cover of this booklet.

All complaints made to either the Resident Council, Resident Manager, or Property Manager must be in writing, signed, and dated and must specifically state the complete problem. **NO ACTION WILL BE TAKEN ON VERBAL COMPLAINTS.**

### Periodic Inspections

Periodic inspections of the apartments are necessary to ensure an adequate preventive maintenance program, as well as decent, safe, and sanitary housing in general.

Inspection of the community and each apartment may also be necessary by insurance agents, appraisers, loan officers or buyers in the general course of business. You have authorized the entry into your apartment for the purpose of inspection and maintenance by signing the Rental Agreement. If we find it necessary to enter, you will be given at least 24 hours advance notice of the inspections. In emergency situations, when there is reason to believe damage to property may be occurring or danger to individuals may be possible, the Resident Manager may exercise the right to enter an apartment without notice.

### Privacy

You have the right to expect that all financial and other information provided to Management, and/or required for application, certification, and recertification, will be kept confidential. After your documents and/or references have been verified, the application and certification/recertification forms are filed in a secure area. The Resident Manager may only use this information for the purpose for which it was intended; that is, to determine whether you are eligible for occupancy and in the event of subsidized housing, to determine the amount of your monthly rental contribution. Unauthorized persons will not be allowed access to or review of your file without your written consent. Your privacy is protected by State and Federal law.

### Conservation

#### General Recommendations:

- Immediately report to the office any building or equipment malfunction which is causing energy waste.
- Do not block heating outlets with furniture or drapes.
- Auxiliary heating mechanisms are prohibited.
- Operate clothes washers and dryers only with full loads.
- Clean lint filter on clothes dryer after each load.
- During winter months, open window coverings on south facing windows to take advantage of solar heat during the day.
- Use kitchen and bathroom exhaust fans when condensation is noticed due to excessive humidity.
- A refrigerator setting of 40 degrees Fahrenheit is recommended to keep your foods properly preserved.

- Close window coverings at night.
- Turn off lights when rooms are unoccupied.
- Turn off Television when room is unoccupied.
- For comfort in cooler indoor temperatures, use the best insulation of all -- warm clothing.

#### Heating Recommendations:

- Reduce daytime temperature to 65 degrees Fahrenheit when you leave your Apartment.
- Reduce nighttime temperature to 60 to 65 degrees Fahrenheit.

#### Hot Water Recommendations:

- Operate clothes washers and dryers only with cold or warm water, not hot, whenever possible.
- Report all leaky faucets, both hot and cold water faucets to Resident Manager.

#### Going Away Checklist

If you plan to be away from your apartment for more than a weekend, the following items should be accomplished before you leave:

1. Register your date of departure and possible date of return with the Resident Manager. If there is an address and telephone number where you could be reached in case of an emergency, please leave that information also.
2. Make arrangements with the post office or friend or relative with regard to handling your mail.
3. If you are leaving your car in the parking lot while away, please leave a set of duplicate keys with a friend or the Resident Manager, particularly in the winter.
4. Dispose of all garbage and trash from your apartment. Perishable items, such as onions and potatoes, should be disposed of. Food items in your refrigerator can spoil over an extended period of time.
5. Close and lock your windows. Turn off lights and all electrical appliances. Unplug coffee makers.
6. Ask your newspaper carrier to hold papers so they do not build up on your front step. This is a sign that no one is home and an invitation for theft.

You may either pay your rent in advance or make arrangements for it to be paid on or before the first day of each month you will be away.

#### Evictions

Eviction is a serious matter; one that should be avoided if at all possible. No one wants this to happen to you. Therefore, careful consideration will be given to any problems which may cause you to lose your home. However, final solutions for your problems must come from you.

The following are some examples of items that, if not corrected, may cause eviction:

1. Nonpayment of rent and/or other charges.
2. Housing unauthorized persons.
3. Disturbing the peace of your neighbors.
4. Failure to maintain your apartment in a decent, safe, and sanitary condition.
5. Interfering with normal operations of property.
6. Allowing a situation to exist which should be considered as a threat or danger to the health or safety of the community or its residents.
7. Causing damage to your apartment or common area property owned by the property.
8. Displays of public drunkenness, habitual use of harmful drugs, or other activities injurious to the reputation of the residential community, including any unlawful uses whatsoever.
9. Violation of any portion of your lease, this Handbook, Administrative Policies, House Rules, the Rules and Regulations governing residents under the appropriate housing regulations, or misstatements made in your rental application.

Everything is qualified as open to amendments by management and not limited!

Thank you for your cooperation!