

ECI Management Corporation

Resident Handbook

And

Community Policies

EFFECTIVE

August 2, 2011

Please Note: The policies set forth in this handbook are additions to the rules and policies outlined in the Lease Agreement and are binding on all Residents, Guests, and Invitees of your Apartment. Failure to comply with any of these policies is a violation of your Lease Agreement *and may result in (a) extra charges (where applicable), (b) the landlord declining to renew your Lease upon its expiration, or (c) eviction from your Apartment.*

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WELCOME

Welcome to our Community! We are pleased that you have chosen to make your home with us.

This Resident Handbook and Community Policies are designed to orient you with your Apartment Community. Please keep it handy. Many questions you may have are answered in this handbook.

This Community is managed by ECI Management Corporation. It is our desire to provide the highest quality living environment possible for our Residents. Our mission as a property management company is to always provide **Excellence** and to be **Committed** to maintaining that standard with a high level of **Integrity**. To issue a Mission Statement is a commitment we make not only to our customers but also to ourselves on a daily basis. Should you have any comments or questions that cannot be answered by your community staff, please feel free to contact us at the following address:

ECI Management Corporation
2700 Delk Road, Suite 100
Marietta, Georgia 30067
(770) 952-1400
(770) 952-5922 (facsimile)

FAIR HOUSING STATEMENT

We are committed to comply with all Federal, State and Local fair housing laws. Your community policies are designed to provide for consistent and fair treatment of all Residents in the spirit of these laws.

The staff at your community has a legal obligation to treat each individual in a consistent manner. Please do not place them in the difficult position of denying a request for an exception to a written policy.

Thank you in advance for your cooperation.

Good Neighbor Policy

The policies in this handbook apply to all Residents as well as their Guests and Invitees. Please remember your neighbors and help us maintain a quiet, clean community environment.

MAINTENANCE EMERGENCIES

Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed during leasing office business hours, Monday through Friday, excluding holidays.

Maintenance requests will be handled after hours if they are emergencies. We define EMERGENCIES as situations which:

Present a danger to people . . .

- ◆ Fire
- ◆ No Electricity
- ◆ Broken or Non-Working Doors, Locks, Windows
- ◆ No Heat (when outside temperatures are below 50 degrees)
- ◆ No Air Conditioning (when outside temperatures are above 90 degrees)
- ◆ No Water
- ◆ Toilet not functioning when there is only one toilet in the Apartment

Present a danger to property . .

- ◆ Flooding (Remember, there are cut off valves under each sink and behind each toilet.)
- ◆ Broken Pipes
- ◆ Smell of Gas

After business hours, emergency maintenance requests can be reported to the answering service via the leasing office telephone number. The answering service will contact the on-duty maintenance technician who will respond as quickly as possible.

MOLD

It is the goal of ECI Management to maintain the highest living environment for our Residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold.

Molds are defined as microscopic organisms (fungi) that absorb organic material and recycle nutrients in the environment. For molds to grow and reproduce, they need a food source (any organic material – such as leaves, wood, paper, dirt, etc.) and moisture. Mold growth often appears as a spot in a variety of colors including green, gray, brown, black or white. It frequently appears as a powdery, fuzzy, or hairline material. Actively grown molds can produce odors described as earthy, moldy, like mildew, old socks, and/or ammonia. Molds can release spores that are lightweight and can easily become airborne and be transported by air currents.

Resident acknowledges that it is necessary for Resident to take measures to retard and prevent mold and excessive moisture from accumulating in the Apartment. Resident agrees to:

- ◆ Clean and dust the Apartment on a regular basis.
- ◆ Remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible.
- ◆ Not water plants excessively. Watering plants should never result in water damage to carpet beneath or to mold growth in the plant soil.
- ◆ Not use room humidifiers. ECI Management discourages Residents from using humidifiers because humidifiers that are not properly maintained can be a source of airborne microorganisms and excess moisture levels. This is conducive to promoting mold growth or can result in condensation on cool surfaces.
- ◆ Not adjust thermostats, block the vents, or otherwise tamper with the routine operating heating and cooling in the Apartment such that the temperature and relative humidity may contribute to excess moisture or mold growth.
- ◆ Not allow standing water on floors around bathtubs, showers, sinks, countertops, and window sills.
- ◆ Not fail to use exhaust fans in bathrooms and the kitchen.
- ◆ Refrain from overloading or obstructing sewer drains in bathrooms and the kitchen.

Additional tips and details of responsibility are provided in the “Tips for Residents” section.

Resident also agrees to immediately report to leasing office the following:

- ◆ Any evidence of a floor water leak, condensation, or excessive moisture in the Apartment, as well as any storage room, garage, or other Common Area.
- ◆ Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area.

- ◆ Any failure or malfunction of the heating, ventilation, or air conditioning system in the Apartment.
- ◆ Any inoperable doors or windows.
- ◆ Any unusual odors or other signs of suspected mold growth or indoor quality concerns.

Resident further agrees that Resident shall be responsible for damage to the Apartment and Resident's property as well as personal injury to Resident, occupants, and visitors resulting from Resident's failure to comply with these terms. Resident agrees to allow Management entry into the Apartment to address mold and moisture issues timely. A default under these terms shall be deemed a material default under the terms of the Lease Agreement, and Management shall be entitled to exercise all rights and remedies at law or in equity.

The following are tips for Residents to follow in our effort to work together to minimize the potential for mold growth:

Tips for Residents

- ◆ Open windows during good weather conditions. Proper ventilation is essential. If it is not possible to open windows, run the fan on the Apartment air-handling unit to circulate fresh air throughout your Apartment.
- ◆ In damp or rainy weather conditions, keep windows and doors closed.
- ◆ If possible, maintain a temperature of between 50° and 80° Fahrenheit within your Apartment at all times.
- ◆ Clean and dust your Apartment on a regular basis as required by your Lease. Regular vacuuming, mopping and use of household cleaners is important to remove household dirt and debris that may contribute to mold growth.
- ◆ Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- ◆ On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and window sills.
- ◆ Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- ◆ Use the exhaust fan in your kitchen when cooking or while the dishwasher is running. Allow the fan to run until all excess moisture has vented from the kitchen.
- ◆ Use care when watering houseplants. If spills occur, dry up excess water immediately.
- ◆ Ensure that your clothes dryer vent is operating properly and clean the lint screen after every use.
- ◆ When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet. If condensation does accumulate, dry with a fan or towel.
- ◆ Thoroughly clean and dry any spills or pet urine on carpeting.
- ◆ Do not overfill closets or storage areas. Ventilation is important in these spaces.
- ◆ Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- ◆ Immediately report to the Management office any evidence of a water leak or excessive moisture in your Apartment, storage room, garage or any Common Area.

- ◆ Immediately report to the Management office any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- ◆ Immediately report to the Management office any failure or malfunction of your heating, ventilation, air-conditioning system or laundry system. As your Lease states, do not block or cover any of the heating, ventilation, or air-conditioning ducts in your Apartment.
- ◆ Immediately report to the Management office any inoperable windows or doors.
- ◆ Immediately report to the Management office any musty odors that you notice in your Apartment.

FIRE

Fires are a serious problem in apartment communities, much more so than in a single family dwelling, due to the number of families living within each building. Though damage from fires is usually confined to property loss, the loss of personal items can be quite an emotional experience. Apartment fires are most often started through carelessness with cooking grease, matches, cigarettes and fireplaces. Many fires can be avoided by using caution and common sense.

BE PREPARED – PLAN AHEAD FOR EVERYONE’S SAFETY

As part of your planning, explore your community. Know every possible exit, including exits from laundry, storage and clubrooms. If hallways become smoky in a fire, your memory can help you find the way out. Keep exit and stairwell doors closed at all times, but not locked. Keep exits clear of debris and storage.

Focus on these four elements in your fire safety plan:

1. Prevention
2. Detection
3. Escape Planning and Practice
4. Fire Department Notification

AN OUNCE OF PREVENTION

An ounce of prevention can save your life. Prevention is your best insurance against fire. We recommend that you take these simple fire safety precautions in your own Apartment to prevent fires from starting:

- ◆ Let cooking grease cool, then pour into a metal can.
- ◆ Monitor children carefully. Do not let children cook on the range.
- ◆ Keep lighters and matches out of the reach of children.
- ◆ Avoid cooking while intoxicated, medicated or sleepy.
- ◆ Rather than trash cans, use an empty coffee can for ashtray disposal.
- ◆ Do not remove your smoke alarm. Test alarms monthly to make sure they are still functional.
- ◆ Do not store gas-operated tools or vehicles (motorcycles) inside your Apartment or under stairwells.
- ◆ Do not store materials within 36” of hot water heater.
- ◆ Do not leave burning candles unattended.

FIREPLACE SAFETY

- ◆ Use dry and well-seasoned hardwoods. Softwoods tend to burn away too quickly and scrap lumber produces excessive sparks.
- ◆ Never use compressed wood dipped in tar, pitch or creosote, as this produces sputtering, smoking fires with toxic fumes and causes build-up inside chimneys.
- ◆ Never use fire starters, such as charcoal lighter or kerosene. **NEVER USE GASOLINE.**
- ◆ Never burn trash or Christmas trees.
- ◆ Always use a log grate. It positions the fire properly, protects the inside of the fireplace and insures a good flow of air to and around the fire, producing the most efficient fire.
- ◆ Do not drop logs into the fireplace as this may damage the fireplace walls.
- ◆ Build moderate to small fires. Most pre-fabricated, apartment fireplaces are not designed for roaring fires.
- ◆ Be sure the damper is open before starting the fire and close the damper securely only when the fire is completely out and ashes are cold.
- ◆ Use a fireplace screen and keep it clean.
- ◆ To start a fire, crumble newspapers on the grate and lay small pieces of dry kindling wood on top of the newspaper. Place two or three small logs to the rear of the grate. Open the damper and light the newspapers, then close the screen to keep sparks and embers inside the fireplace.
- ◆ Never leave the fire unattended, especially with children present.
- ◆ Never clean or empty the fireplace until the fire is out and ashes are cold. Always place ashes in a metal ash container (not plastic or paper trash bags) to set for several days or to be watered down. Many fires have been caused by ashes three to four days old that were thought to be out.
- ◆ Never leave ashes inside garages or on balconies. Set them outside in a safe place, away from buildings and vehicles and out of the reach of children.
- ◆ Never put hot ashes in a trash Dumpster.
- ◆ Never store firewood in any manner that would inhibit or block any exit, stairway or balcony.

GRILLING

Many ECI Management communities do not allow grills. If your community allows grills, the following applies:

- ◆ Propane and charcoal BBQ grills should only be used outdoors.
- ◆ Combustible materials are to be stored a safe distance from open-flame devices. LP gas is to be placed away from heat sources in a well ventilated ground area. LP gas containers are not to be stored on balconies or within the residence.
- ◆ Grills are not be used on balconies.
- ◆ Grills are to be placed well away from the building, deck railings and out from under eaves and overhanging branches.
- ◆ Keep pets and others prone to mishaps away from the grill area.
- ◆ Keep your grill clean by removing grease or fat buildup from the grills and in trays below the grill.
- ◆ Never leave grills in use unattended.

Charcoal grills

- ◆ If you use a starter fluid, use only charcoal starter fluid. Never add charcoal fluid or any other flammable liquids to the open flame or embers.
- ◆ Keep charcoal fluid away from heat sources.
- ◆ There are also electric charcoal starters, which do not use fire. Be sure to use an extension cord for outdoor use.
- ◆ When you are finished grilling, let the coals completely cool before disposing in a metal container. The metal container is to be kept away from combustible materials.

Propane grills

- ◆ Make sure there are no gas odors.
- ◆ Check the gas tank hose for leaks before using it for the first time each year by applying a light soap and water solution to the hose. A leak will release bubbles.
- ◆ If your grill has a gas leak, and there is no flame, turn off the gas tank and grill. If the leak stops, get the grill serviced by a professional before using it again. If the leak does not stop, call the fire department.
- ◆ If you smell gas while cooking, immediately get away from the grill and call the fire department. Do not move the grill.

FREEZING WEATHER

In the event of severe freezing weather, your Apartment Community will post FREEZE ALERT signs.

Please take the following precautions as soon as possible when you see these signs:

- ◆ Drip all faucets in your Apartment. Drip both the HOT and COLD water. The combined stream of water should be about as thick as a pencil. Leave the faucets dripping until the FREEZE ALERT signs are removed from the entrances to the community.
- ◆ Turn on the heat and leave it at a minimum of 60 degrees. Open your closet and cabinet doors to expose plumbing fixtures and pipes so that these spaces will be heated.

If you are going to be away from your Apartment for an extended period of time, please leave the thermostat set no lower than 60 degrees. Also, please notify the leasing office if you will be away for an extended period of time leaving a telephone number where you can be reached in case of an emergency. These precautions are essential in order to avoid substantial damage to your Apartment, as well as your neighbor's Apartment, from broken pipes.

If you have failed to take these precautions, you may be liable for damages to your neighbor's Apartment. This is especially important if you do not have insurance to cover this damage.

**Watch for Our
FREEZE ALERT
Signs**

**Notify Management if You
Are
Leaving Town During
Freezing
Weather**

STORMS (VIOLENT OR ELECTRICAL THUNDERSTORMS)

The following action will help prevent damage to your property caused by high wind and heavy rain:

- ◆ Secure outdoor furniture, plants and decorations to prevent them from blowing away, blowing into windows or falling onto cars, etc.
- ◆ Make sure all doors and windows are securely closed.
- ◆ Turn off and unplug computers, television sets and all other electrical equipment.
- ◆ Stay indoors.
- ◆ Stay off the telephone.

TORNADOES

Tornadoes strike without advance warning. Preparedness is important for protection of human life and property.

If you hear or see a tornado, take the following actions:

- ◆ If time permits, open windows so the pressure will not build.
- ◆ Take cover in an interior hallway or room on the lowest floor of the building in the smallest room such as a closet or bathroom.
- ◆ Stay clear of windows and patio doors.
- ◆ Do not run outside to warn others. If you can hear or see the tornado, it is too close for you to take any action except taking cover.

SUSPICIOUS ACTIVITY AND NOISE

IDENTIFYING SUSPICIOUS BEHAVIOR

Anything that seems unusual or “out of place” could be criminal activity. Working as a partner with police, every Resident has a responsibility to report any suspicious behavior. Do not think that you are bothering the police. Consider the results if a crime is in progress and you do not act!

Never attempt to apprehend a person committing a crime or to investigate suspicious activity. Leave any confrontations to the police. Allow the police to perform the job that they are trained to do.

Not every stranger who enters your property is a criminal, but criminals do take advantage of normal activity in Apartment communities by pretending to be legitimately involved in sales, repair and service. If you see any door-to-door solicitors in your community, contact the office immediately. If you suspect that any employee is involved in illegal activity, please contact the Manager immediately.

NOISE FROM NEIGHBORS

If you have a noise complaint concerning a neighbor, we recommend the following procedure:

- ◆ First, speak to your neighbor yourself. They may not be aware of the disturbance.
- ◆ Second, if the problem persists, contact the leasing office. After hours, the answering service will contact a staff member to address the problem. Please call the leasing office again during business hours so the staff can monitor the situation.
- ◆ Third, contact the police. These calls are considered low priority, but they will respond.

BEHAVIOR OF RESIDENTS, GUESTS, AND INVITEES

- ◆ Profane, obscene, loud and boisterous language or unseemly behavior and conduct is absolutely prohibited.
- ◆ ***Drinking alcoholic beverages outside your Apartment by you or your Guest(s) or Invitees is prohibited.*** If you observe behavior of this nature, please call the leasing office at once.
- ◆ ***Carrying, displaying, brandishing, or using weapons of any kind outside your Apartment is prohibited and will be cause for immediate eviction. Residents will be held responsible for the actions of their Guests and Invitees. If you observe behavior of this nature, please call the police department (911) at once and then call the leasing office.***

PERSONAL SAFETY

- ◆ The maintenance of the exterior lighting at our community is an important part of our maintenance program. If you notice that lights are out, please contact the leasing office and we will repair or replace the lights as quickly as possible.
- ◆ For your personal safety and protection, do not allow strangers into your Apartment. Your Apartment Community does not allow door to door solicitors of any type. If you are bothered by solicitors or see them in your Apartment Community, please contact the leasing office.
- ◆ Lock all doors and windows when you leave the Apartment and when you go to sleep.
- ◆ Leave some inside lights on at night. Consider using timers that turn lamps on after dark and off at dawn.
- ◆ Keep a radio or television on low volume when not at home.
- ◆ Be a good neighbor by keeping an eye on your neighbor's home; get them to do the same for you.
- ◆ Report suspicious people or vehicles lurking in the neighborhood.
- ◆ Dial 911 if your suspicions are aroused and give police a good description.
- ◆ Request a lock change if a key is lost or stolen. Don't give or lend keys.
- ◆ Don't advertise when the Apartment will be unoccupied. Stop all mail and newspapers or have a friend or neighbor collect both.
- ◆ Keep a list of the make, model and serial numbers of all valuables.
- ◆ Be aware that you are a potential victim of a crime. Stay alert and attuned to people and circumstances around you.
- ◆ Send the message that you're calm, confident and know where you're going, even if you don't.
- ◆ Trust your instincts. If something or someone makes you uneasy, avoid the person or leave.
- ◆ Carry a whistle with you at all times. Use your whistle to draw attention.

RESIDENTS' RESPONSIBILITY TO MAINTAIN APARTMENT

ECI Management requires each Resident to maintain his or her Apartment home in a clean, safe manner. We hope this list of general Apartment maintenance tips will help aid you in doing so.

Carpet Care

To help prolong the life of your carpet, we ask that you do the following:

- ◆ Vacuum carpet a minimum of once per week.
- ◆ Clean spills and spots immediately to avoid staining.
- ◆ Immediately report to the leasing office any carpet seams or transition areas that appear to be separating.

Kitchen Appliances

- ◆ Clean refrigerator door gaskets weekly to remove moisture and food particles that may collect.
- ◆ Clean behind your refrigerator monthly to help keep dust and debris from collecting on the refrigerator coils.
- ◆ Wipe stove top and oven with a mild cleaning solution after each use.
- ◆ Clean stove exhaust fan filter weekly. You may do this by running it through the wash cycle in your dishwasher.
- ◆ Remove debris from the dishwasher drain after each use.
- ◆ Wipe down the dishwasher door gasket regularly to remove debris. This will help prolong the life of the dishwasher gasket and promote a tight seal.
- ◆ In the dishwasher, use only detergent intended for the dishwasher.
- ◆ To help keep the garbage disposal blades sharp and fresh smelling, grind ice cubes and lemons in the disposal once a week.

Heating and Air

- ◆ Air vents should be cleaned weekly to remove dust. This will allow proper airflow throughout the Apartment.
- ◆ If the air conditioning or heat is not working properly, immediately turn it off and notify the leasing office.

Bathroom Care

- ◆ Clean shower area weekly to prevent mineral build-up.
- ◆ Immediately report to the leasing office dripping pipes, running toilets and leaking faucets.
- ◆ Do not use deodorizers/cleaners in toilet tank, as the chemicals may cause failure of mechanical parts.

DECORATING

The staff at your Apartment Community works very hard to maintain your community's attractive appearance. We ask that you assist us in the following ways:

- ◆ All window coverings must show a white background when viewed from outdoors. This restriction includes both drapes and blinds. Foil and blankets are not permitted on windows. Holiday decorations are allowed but must be removed within two weeks after the holiday.
- ◆ No structural changes or additions may be made to the exterior of the building, including patios and balconies.
- ◆ Since the appearance of patios and balconies affect the appearance of our community, patios and balconies may not be used for the storage of bicycles, trash, boxes, tires, auto parts, broken furniture, etc. The Management staff reserves the right to monitor the décor and appearance of your patio or balcony. Please do not hang or drape any household items or clothing from patio or balcony railings or fences.
- ◆ No alterations may be made to your front door or entrance to your Apartment other than a decorative wreath.
- ◆ Inside your Apartment, you may decorate by hanging pictures, etc. Holes in the walls larger than picture hanger holes must be repaired or you will be charged appropriately. Painting walls by Residents is not allowed. However, in order to receive a refund on your security deposit upon moving out, you must return the Apartment to its original condition. If you fail to do so, you will be charged appropriately. This includes the removal of shelf paper, shelf brackets, tub or shower decals, hooks or towel holders.
- ◆ Only the Management staff and service people contracted by the Apartment Community are authorized to make any repairs to or replace any appliance, heating, ventilating, air conditioning, mechanical, electrical or plumbing fixture or equipment.
- ◆ Residents are responsible for any damages caused by their waterbeds. Be sure that your renters' insurance policy covers waterbeds.

MOVE-OUT CLEANING SUGGESTIONS

KITCHEN

1. Refrigerator - Clean, wash and disinfect all surfaces. Leave refrigerator turned on.
2. Range - Clean all surfaces to remove grease and burned-on particles. Thoroughly clean knobs and polish chrome surfaces. Clean underneath burners.
3. Vent-a-Hood - Clean all surfaces to remove grease and burned on particles. Remove, clean and reinstall filter. Do not attempt to clean secondary charcoal filter!
4. Dishwasher - Remove debris and wipe inside surfaces. Clean and polish front panel, including knobs.
5. Sink - Scrub and clean sink with appropriate cleaner. Clean garbage disposal insert or gasket, cover and sink strainer. Polish faucet set.
6. Cabinets and Drawers - Remove all lining material, wash and disinfect all shelves and interior surfaces. Clean and shine countertops and cabinet fronts.
7. Other Appliances - If your Apartment is equipped with other appliances, such as a microwave oven or trash compactor, please clean these appliances similarly to those described above.
8. Light Fixtures - Thoroughly clean light fixture covers, electrical outlet covers and switch plate covers.
9. Floor - Sweep, scrub, and strip wax.

BATHROOM

1. Bath/Shower - Thoroughly clean tile, porcelain or fiberglass surfaces. Polish faucet sets and chrome.
2. Toilet - Remove disinfectant devices from the tank. Clean and disinfect all surfaces.
3. Sink - Clean and scour sink. Polish faucet set.
4. Mirror - Clean mirror.
5. Cabinets/Drawers/Medicine Cabinet - Remove all lining material, wash and disinfect all shelves and interior surfaces. Clean and shine countertops and cabinet fronts.
6. Floors - Sweep, clean, and disinfect.

GENERAL

1. Clean all light switches.
2. Clean windows.
3. Sweep patio. Clean patio light fixture.
4. Clean front door.
5. Vacuum carpet.
6. Remove debris from fireplace and thoroughly clean ashes from fireplace interior surfaces.
7. Clean mini-blinds.
8. Make sure all debris is removed from the Apartment, including clothes hangers, phone books and trash bags.
9. Clean all light fixtures and ceiling fans.
10. Replace all burned out or missing incandescent light bulbs.
11. Clean areas between appliances, walls, and cabinets.

Ask for a copy of our Standard Cleaning Charges
PACKAGE DELIVERY

It is our pleasure to accept your packages from the mail service, UPS, or overnight express services under the following conditions:

- ◆ Packages will only be accepted if you have signed a Package Release form (available at the leasing office).
- ◆ We can't assume responsibility for:
 - C.O.D. deliveries.
 - Packages delivered in a damaged condition.
 - Perishable items.
- ◆ Occasionally the number of packages may become too great for adequate storage in the leasing office. At such times, it may be necessary for the staff to refuse package delivery.
- ◆ At the property's sole option, packages not retrieved by Resident within 24 hours after acceptance, can be returned to sender.
- ◆ Our staff will ask you for identification before releasing packages.
- ◆ You will be asked to sign a Package Log when you pick up your delivery from the leasing office.

FITNESS CENTER POLICIES*

The fitness center is provided for the enjoyment of all Residents.

- ◆ **Attendants are not provided. Use the fitness center at your own risk. Management is not responsible for accidents or injuries. Consult your physician before using the fitness center equipment.**
- ◆ Fitness center hours may be restricted.
- ◆ Children under the age of 18 can only use the fitness center with parental supervision.
- ◆ Pets are not allowed in the fitness center area.
- ◆ No food or alcoholic beverages are allowed in the fitness center area.
- ◆ For water, use plastic or paper containers only. **Glass is not permitted in the fitness center.**
- ◆ Proper exercise attire is required. Shirt and shoes are required.
- ◆ No more than two (2) Guests or Invitees per Apartment are allowed in the fitness center. A Resident must accompany all guests at all times. Since the fitness center is primarily for the enjoyment of our Residents, Guests and Invitees will be prohibited at times when, in the judgement of the Management staff, the fitness center is getting over crowded. ***Residents are responsible for the behavior of their Guests and Invitees at all times.***
- ◆ Please do not tamper with the fitness equipment. Immediately request assistance from a staff member if the fitness center equipment malfunctions.
- ◆ Use of the fitness center is not recommended for:
 - Individuals consuming alcoholic beverages or taking medication.
 - Pregnant women.
 - Persons with open cuts, abrasions or sores.
 - Elderly persons or persons with heart conditions.
- ◆ Respect others by:
 - Keeping noise to a minimum.
 - Properly disposing of trash.
 - Not abusing the fitness equipment.

In Case of Emergency, Dial 911

* If available at your property

BUSINESS CENTER POLICIES *

The business center is provided for the enjoyment of all Residents. Help us keep the business center clean and enjoyable by remembering the following policies:

- ◆ **The business center may be reserved for meetings by request through the Management office. Reservations for the business center are strictly on a first come, first served basis. The business center may be reserved for meetings for no longer than two hours at a time.**
- ◆ **Equipment in the business center may be reserved by request through the Management office. Reservations for the business center equipment are strictly on a first come, first served basis. Equipment may be reserved for no longer than one hour at a time.**
- ◆ Business center hours are restricted to regular office hours.
- ◆ Children under the age of 18 can only use the business center equipment with parental supervision.
- ◆ Any damage to the business center equipment caused by a Resident or Resident's Guest or Invitee will be charged to the Resident.
- ◆ Pets are not allowed in the business center area.
- ◆ No food or alcoholic beverages area allowed in the business center area.
- ◆ Proper attire is required. Shirt and shoes are required.
- ◆ No more than two (2) Guests or Invitees per Apartment are allowed in the business center. A Resident must accompany all Guests and Invitees at all times. Since the business center is primarily for the enjoyment of all our Residents, Guests and Invitees will be prohibited at times when, in the judgment of the Management staff, the business center is getting over crowded. ***Residents are responsible for the behavior of their Guests and Invitees at all times.***
- ◆ Please do not tamper with the business center equipment or attempt to repair malfunctioning equipment. Immediately request assistance from a staff member if the business center equipment malfunctions.
- ◆ Respect others by keeping noise to a minimum and disposing of trash properly.
- ◆ Management is not responsible for minor children accessing Internet sites.
- ◆ If a fitness center is available at your property, Residents may gain access to the fitness center through the locked door by the pool or through the pool gate.

* If available at your property

POOL POLICIES

- ◆ Swim at your own risk.
- ◆ No diving.
- ◆ No alcoholic beverages.
- ◆ Local ordinances are to be followed.
- ◆ Children should not use the pool without adult supervision.
- ◆ No glass objects and/or pets are allowed in the pool area, with the exception of service animals.
- ◆ Do not swim alone.
- ◆ No swimming is allowed outside of posted swimming pool hours.
- ◆ No running or horseplay permitted.
- ◆ People having skin lesions, inflamed eyes, mouth nose, or ear discharges, or wearing any type of bandage are not permitted to use the pool
- ◆ Proper bathing attire is required. Gym shorts, cutoffs, etc., are not permitted. Inappropriate bathing attire is prohibited, ex. thong bikini suits.
- ◆ No person may conduct any aquatic activity classes during pool hours or at any other time without written consent from Management.
- ◆ Unoccupied lounges, chairs, and tables may not be reserved for others who are not at the pool.
- ◆ Eyeglasses worn in the pools must be secured with a safety strap.
- ◆ Toys that could cause harm to others, damage the pool, or interfere with the rights of others to enjoy the pool are not permitted in the pool.
- ◆ Ball playing, music playing without ear plugs, running, pushing others into the pool, use of profane language, distracting cell phone usage or any behavior causing annoyance or danger to others is prohibited and may result in suspension of pool privileges.
- ◆ Wading pools and spray and splash areas are designed for children 6 years of age and under.
- ◆ To avoid damage to both turf and sprinkler heads, chairs and chaise lounges are not to be placed on any grass areas.

- ◆ Changing of baby diapers is only permitted in designated changing areas.
- ◆ All children who wear diapers must wear “swimmie” diapers in the pool. There are to be no exceptions to this rule!
- ◆ Smoking is prohibited unless otherwise designated.

These rules are designed for the safety, comfort, and convenience of all our Residents and will be amended or supplemented during the season as may be necessary by Management.

GENERAL POLICIES

For us to provide the highest quality living environment possible for all our Residents, we have established the following general policies:

- ◆ No signs, notices or advertisements may be displayed in any Common Area without Management’s prior written approval.
- ◆ Residents are responsible for the appropriate disposal of their trash in the trash chutes that are provided on the property. No littering will be tolerated!
- ◆ Residents shall not erect any outside antenna for television or radio reception or interfere with the master antenna system. See Paragraph 7 in the Community Policy Section.

SATELLITE DISH AND ANTENNA RESTRICTIONS

Provided that your Apartment has the necessary exposure to receive line-of-sight satellite reception, ECI Management may grant you permission to install a satellite dish or antenna to serve your Apartment subject to reasonable restrictions and agreements. In the event you choose to install such a device, you are required to comply with the conditions set forth below:

- ◆ You must obtain prior approval from Management before installing a satellite dish or antenna.

- ◆ Prior to the installation of a satellite dish or antenna, you must sign a “Satellite Dish and Antenna Addendum to Lease Contract”.

- ◆ You are required to comply with the terms and conditions set forth in the “Satellite Dish and Antenna Addendum to Lease Contract”.

In addition to the required “Satellite Dish and Antenna Addendum to Lease Contract”, the exhibit on the following page should be used as a quick reference regarding installation restrictions.

FCC RESTRICTIONS

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

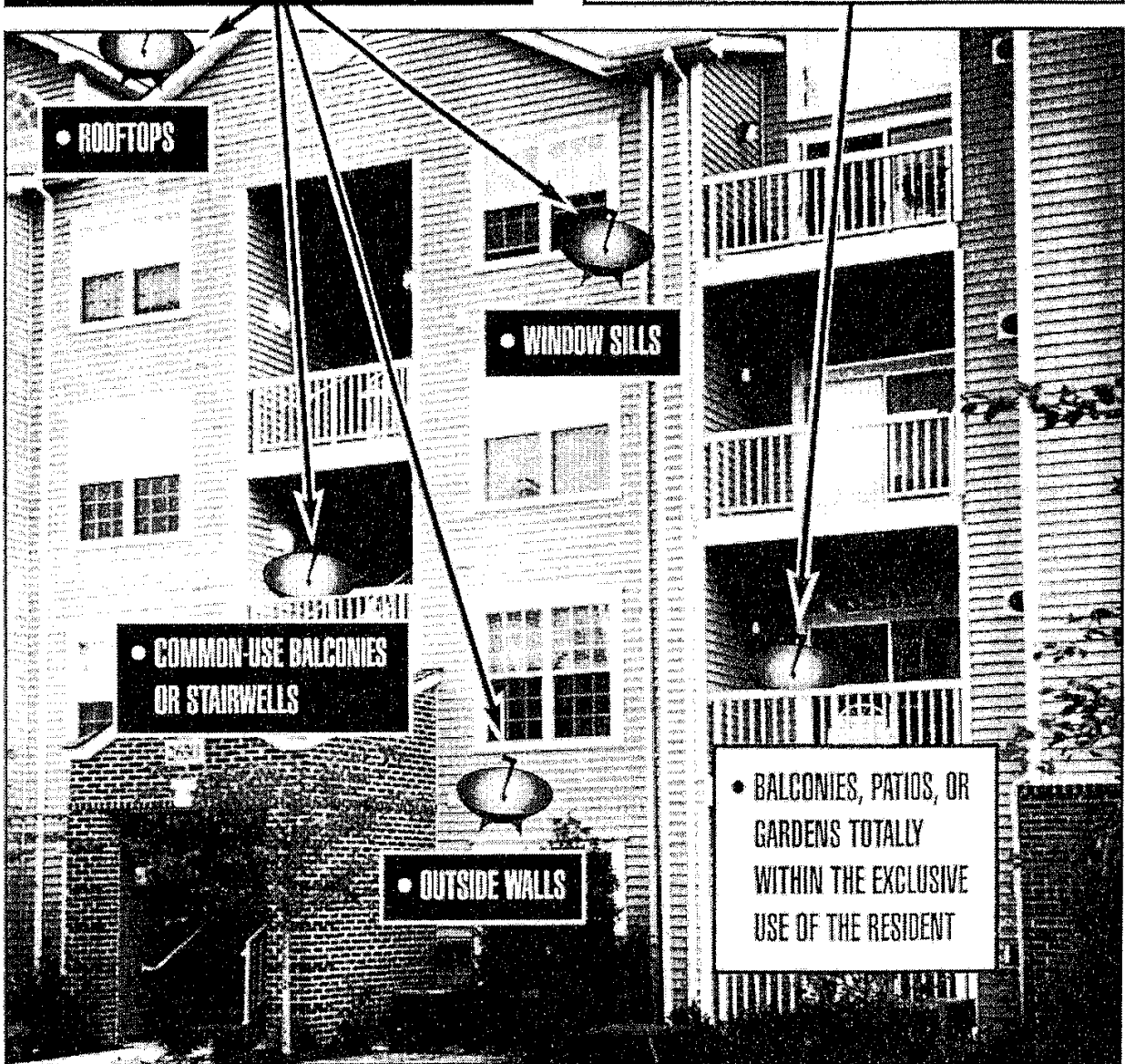
NAA

NMHC

ASHA

**OWNERS MAY PROHIBIT
PLACEMENT ON:**

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



**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.**

COMMUNITY POLICIES

INTRODUCTION

The purpose of these Community Policies is to insure that there is a full understanding between Resident(s) and Management of the guidelines for living at your Apartment Community. For purposes of these policies, the terms used herein have the following meaning:

RESIDENT: Includes all tenants or other persons, jointly and severally, who signed are obligated under the Lease and refers to the tenant.

MANAGEMENT: The management company, as agent for the property Owner.

OWNER: The Owner of the Property.

APARTMENT COMMUNITY: The Apartment Community named on the signature page of the Lease.

GUESTS and INVITEES: Are the family of the Resident(s) and any individual(s), other than Resident, who are occupying, visiting, or attempting to visit a Resident(s).

APARTMENT: Resident's Apartment home as designated on the Lease by a specific number.

COMMON AREA: The area of the Apartment Community, other than the interior of each Apartment.

PREMISES: All areas of the Apartment Community, including all interior and exterior areas of the individual Apartments and Common Area, such as clubhouse, pool, fitness center, business center, grounds, tennis courts and any other areas of the Apartment Community not specifically designated herein.

The word "his" shall also mean "her" when applicable.

POLICIES

Resident(s) and Management agree as follows:

1. **SIGNS:** Resident shall not display any signs, exterior lights or markings on the Apartment or Common Area. No awning or other projections shall be attached to the outside walls of the building of which the Apartment is a part.
2. **PLUMBING AND ELECTRICITY:** Toilets, basin and other fixtures and systems shall not be used for any purpose other than those for which they were designed; nor, shall any sweepings, rubbish, rags, sanitary napkins or any other improper articles be placed into same. Chlorine tablets may not be used in your toilet tank. Chlorine-based products damage internal mechanisms in the tank which can result in water leaks and higher water bills. The electrical system shall not be overloaded by Resident; consult with Management if any question of electrical capacity of any Apartment. Any damage resulting from misuse of the aforementioned facilities shall be corrected by Management at the expense of the Resident.
3. **LOCKS AND KEYS:** Resident is prohibited from changing or in any way altering or adding to existing lock system(s) on the doors of the Apartment. There shall be a charge of up to \$100.00 per key for each lost key which Resident fails to return. In the event Resident shall be locked out of their Apartment and shall require services of Management for opening of the Apartment, Resident shall pay a charge of \$50.00 for each such occurrence during non-business hours of the property.
4. **MOVING:** The moving of furniture and other possessions of the Resident to and from the Apartment is permitted only between 8 a.m. and 6 p.m. Resident is responsible for removal of all packing cases, barrels, or boxes used in moving within twenty-four (24) hours of moving into the Apartment Community. Upon move out, Resident shall leave the Apartment in a condition in compliance with the terms and conditions of the Resident's Lease.
5. **APPLIANCES:** Resident shall not install appliances of any kind (other than non-attached counter-top appliances) within, on, or about the Premises without Management's prior written consent.
6. **ENTRANCES, FRONT WALKS, AND LAWNS:** Sidewalks, driveways, walkways, public lawns, entrances, breezeways, hallways, stairs, and all Common Areas shall not be obstructed or used for any purpose other than ingress and egress to and from the Apartment. Cooking on grills in and around any building or planted areas or Common Area is not permitted at any time, except where specifically designated by Management. This prohibition includes patios, balconies, sidewalks, building entrances, or any area which in Management's sole opinion, without limitation, could create a fire hazard. Upon the violation of these provisions, and without limiting the remedies of Management, all grills will immediately be removed by Management, without being liable for prosecution or any claim for damages. The hanging or placing of clothes or laundry on the lawns, shrubbery, or about the building, including window sills, doors, balconies and patios is prohibited. Leaving toys, baby carriages, bicycles, and other items of personal property of the Resident in any of the above areas is prohibited and Management reserves the right to impound and store any articles left in or on these areas, without being liable for prosecution or any claim for damages; Resident reserves the right to obtain the release of impounded articles at any

time within seven (7) days from the date of such impounding by Management upon payment of a service charge of \$50.00.

7. **ANTENNAS:** Radio, television antennas or television signal reception “dishes” shall not be placed or erected on the roof or exterior of the building, or on the patio/balcony of any building, in the absence of a separate agreement between the Resident and Management, is the sole discretion of Management. Amateur radio transmission is prohibited within the Apartment Community. *(Additional information found on Pages 22 & 23 of this Handbook).*
8. **DISTURBANCE AND NOISES:** Resident shall not make or permit any disturbing noises, inappropriate conduct, or other disturbing acts in the Apartment, the Apartment Community, Premises or the offices of Management, nor to in any manner interfere with the Management of the Apartment Community by Management or its personnel, nor permit same by the Resident’s family, servants, employees, agents, licensees, Guests and Invitees, or pets, nor do or permit anything to be done by such persons or pets that will interfere with the rights, comforts or convenience of other Residents, in the determination of Management. Further, Resident shall not play, operate or permit to be played, or operated, any musical instrument, stereo, television, or radio in the Apartment, common area or on the adjoining property of Management that may be heard beyond the Apartment or disturbs others. No music or voice lessons may be given in Apartment by Resident. Smoking is permitted only in areas allowed by ordinance or law. Any damages as a result of smoking, including the removal of trash, are the sole responsibility of the smoker or responsible Resident, and Resident hereby releases Management from any claims or damages relating thereto.
9. **PARKING:** Resident agrees to abide by the parking regulations which may be established from time to time by Management, including parking within a designated parking space, and, Resident agrees to notify all Guests and Invitees of the parking regulations, and to require Guests and Invitees to abide by such parking regulations. No boats, trailers, campers, motorcycles, vehicles used for commercial purposes, or vehicles larger than a passenger automobile will be permitted within the Apartment Community, unless previously agreed to in writing by Management and, if agreed by Management, if the vehicle or equipment in question is parked at all times in the designated area within the property which has been set aside for the specific item in question, as determined by Management, in its sole discretion. Furthermore, any type of non-operative vehicles or trailers, including but not limited to vehicles or trailers with expired license plates or tags, are prohibited within the Apartment Community. Further, such vehicles or equipment mentioned in the preceding sentence may be removed by Management at the expense of the Resident or Owner of same without Management’s being liable for prosecution or any claim of damages for storage, or public or private sale, elected by Management, and the Resident and/or owner of same shall have no right of recourse against Management. No repairing of automobiles, trailers, boats, campers or any other property of Resident will be permitted within the Apartment Community.
10. **STORAGE:** No lighted candle or lamp shall be taken into storage areas. No goods or materials of any kind that are combustible, or would increase the fire risk shall be stored anywhere in the Apartment or storage areas. Anything stored in such storage areas shall be stored only at Resident’s risk and Management will not be responsible for any loss or damage thereto by fire, theft or otherwise. No materials of any type shall be stored around or near the furnace or hot water heater located within the Apartment.
11. **WALLS:** No nails, screws, or adhesive hangers, except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of the

Apartment. Walls may not be re-painted by Resident(s) without the prior written consent of Management.

12. **BALCONIES AND PATIOS:** Resident shall keep any balcony, porch and/or patio neat, tidy and clean at all times and shall not store, hang, or drape rugs, towels, laundry, wash, or other household items on the railings or other portions of said balcony, porch or patio. Resident may place and use patio type furniture on said balcony, porch or patio, but shall not store, keep or permit any household or miscellaneous items to be kept thereon. Resident shall not sweep dirt, trash, rubbish, or any articles in such a way as to cause said dirt, trash, rubbish, or articles to fall onto the Premises or ground below or to in any manner annoy any other Resident. No motorcycles, or gas powered machinery are allowed on balconies and/or patios. No permanent or other additions are to be made to the patio/balcony area, except as expressly provided herein.
13. **DRAPES:** Resident may install drapes over all sliding glass doors and windows, provided such drapes have a white lining. Sheets, bedspreads, flags, towels, and other materials, shall not be used as window drapes or across sliding glass doors and windows and are thereby strictly prohibited.
14. **RECREATIONAL AREAS AND FACILITIES:** Resident agrees to abide by all rules and regulations established by Management or use of any recreational facility provided by Management for use of the Residents, Guest and Invitees. These rules and regulations are, or will be, posted at such facilities and may be amended from time to time, in Management's sole discretion. Without in any manner limiting the foregoing, any computers and fitness equipment provided by Management in the Apartment Community shall be used only by Residents, and Guests and Invitees, 18 years or older, except with the prior written consent of Management.
15. **GARBAGE AND TRASH:** All garbage and trash shall be placed as directed by Management. Where refuse is to be placed in a large container provided by Management, Resident shall use this container, replace its lid, and not place refuse on the ground around the container or otherwise on the Premises. Any garbage/trash left by the Resident outside of the Resident's Apartment, including, but not limited to, the Resident's patio/balcony, in or upon the Common Area, in a breezeway, or in any other location other than within the Resident's Apartment or inside the designated container, at Management's sole option, may either be placed in the Resident's Apartment or in the designated container(s). In any event, Resident will pay to Management a clean-up charge per incident of \$25.00.
16. **HALLWAYS/BREEZEWAYS:** Refuse, bundles, newspapers, cooking grills, motorcycles, gas powered machinery, or articles of any description will not to be stored or used in the public hallways/breezeways.
17. **ATTIRE:** No person shall be permitted on or about the Premises, outside of the Apartment, unless properly attired, in accordance with rules and regulations promulgated and published by Management, in the sole discretion of Management.
18. **CHANGE IN OCCUPANCY:** No individual(s) shall be permitted to reside in an Apartment, except for such party or parties to which Management has agreed in advance and in writing as permitted occupants.

19. **SOLICITING:** Soliciting is strictly forbidden. It is requested that Residents notify Management if a solicitor visits the Resident's Apartment or is otherwise on the Premises.
20. **PETS:** No animals of any kind shall be kept or harbored in or about the Apartment, unless the same in each instance is expressly permitted by prior written agreement of Management and the Resident executes a separate Pet Agreement and pays to Management a pet deposit, pet fee and/or pet rent, as required by Management, in addition to any other rental or other charges payable by the Resident under the Lease Agreement; such consent, if given, shall be revocable by Management at any time, with or without cause. In no event shall any pet be permitted in any public portion of the building of which Apartment is a part, or grounds, unless carried or on a leash. Animals or pets shall not be allowed in any grass or garden plot under any conditions, or tied to any portion of the Premises, which pet deposit, pet fee, and/or pet rent may be increased by Management at any time and from time to time. The Resident is required to immediately remove and properly dispose of any feces left by the Resident's pet. Resident shall feed, water, clean, care, and supervise their pets at all times. **Pets are not to be left unattended on balconies or patios.** In the event Management discovers that Resident's pet appears to be abandoned, neglected, abused, unattended, unsupervised, causing damage to the Apartment or Apartment Community, in the sole determination of Management, or that any such pet is in need of emergency or veterinary treatment, Resident grants Management the right to take such steps as Management in its discretion deems necessary to protect the animal, to protect other persons, and to prevent damage to property, including, but not limited to, entry into Resident's Apartment and removal of the animal from the Apartment Community and delivery of the same to the county animal control department, The Humane Society, a veterinarian, or a temporary or permanent foster home, without being liable for prosecution or any claim of damages.
21. **LAUNDRY EQUIPMENT:** Resident shall not install or use any washing or drying machine in or about the Apartment unless specific connections are provided for same. Resident shall be responsible for any damage or loss caused by the use of the washer or dryer within the Resident's Apartment including, but not limited to, broken water hoses, clogged or dirty dryer vents, and damage to the Apartment and/or the Premises. Resident agrees to comply with all the rules placed in effect by Management for the operation of the coin washing machines installed by Management or an authorized vendor.
22. **NEGLECT OF DUTY:** Residents are respectfully requested to promptly report any neglect of duty or any incivility on the part of the employees of Management and other matters which may interfere in any way with the full enjoyment of the Apartment by the Resident.
23. **GUESTS, INVITEES AND CHILDREN:** Residents shall be responsible and liable for the conduct of their Guests, Invitees and children. Acts of Guests, Invitees and children in violations of the Lease or these Community Polices shall be deemed a default by Resident. Resident must be in the company of Guests, Invitees and children at all times when the Guests, Invitees and children are using any of the facilities of the Apartment Community, to include the pool, tennis courts, business center, fitness center, playground or any of the Common Area facilities.
24. **NO SMOKING POLICY:** In order to mitigate the irritation and known health effects of secondhand smoke and reduce the risk of fire and other negative results from smoking, the Premises occupied by you and members of your household have been designated as a smoke-free living environment. Smoking means inhaling, exhaling, breathing, or carrying any

lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

Residents are to inform their Guests and Invitees of the no-smoking policy and will be responsible for any violation of the policy by Guests and/or Invitees. Resident is also responsible for promptly giving Management a written statement of any incident in which smoke is migrating into the Resident's unit from sources outside the Resident's Apartment unit.

Residents acknowledge that Management's adoption of a smoke-free living environment, and the efforts to designate the community as smoke-free, do not make Management nor its Owner or any of its affiliated parties or agents the guarantor of the Resident's health or of the smoke-free condition of the Resident's Apartment and common areas.

25. **SAFETY:** Resident acknowledges and agrees to the Resident's responsibility to immediately report to Management any safety problems within or a part of the Resident's Apartment including, but not limited to, inoperable or defective smoke detector, inoperable or missing fire extinguisher (if provided by Management). Resident further acknowledges and agrees to the Resident's responsibility, not than monthly, to verify that any smoke detector located in the Apartment is fully operable. If a fire extinguisher is provided by Management, Resident agrees that such fire extinguisher is the property of Management and that Resident will not remove the fire extinguisher from the Apartment at any time.
26. **LATE CHARGE, RETURNED CHECK HANDLING FEES, AND MULTIPLE PAYMENTS OF MONTHLY RENT:** The Rental Agreement provides for a late payment charge of up to 20% of the amount of the Resident's rent, and a returned check charge of up to 10% of the Resident's rent, or as otherwise stated in such Resident Lease. Resident agrees to the payment of such fees upon charge by Management, from time to time, without prior notice to the Resident. The Resident should contact the Business Office of the Apartment Community if the Resident has a question concerning the current late and returned check-handling charge. If there is more than one individual paying the full monthly rent, all such payments must be received simultaneously by Management.
27. **EXTENDED TERMS AND HOLDING OVER:** The Resident Lease provides for a month to month charge of up to 20% of the quoted market rent rate. Management reserves the right, from time to time and at its sole discretion, to increase the charge by posting the current amount and/or notifying Resident(s) in writing. Resident should contact the Business Office of the Resident's Apartment Community if the Resident has a question concerning this charge. If Resident remains in possession of the Apartment after termination, or expiration of the term hereof, without Management's acquiescence, Resident shall be a tenant at sufferance and commencing on the date following the date of such expiration or termination, the monthly rental payable under Resident Lease, for each month or fraction thereof during which Resident so remains in possession of the Apartment, be 200% of the monthly rental otherwise payable under the Resident Lease.
28. **ACCESS GATE:** If the Apartment Community has gated access, such access is only for traffic control. Management and the Apartment Community are not liable for any damage incurred due to the improper use, or non-use, of the gated access system.

29. **CRIMINAL ACTIVITY:** Resident acknowledges and agrees that Management has made no representations, covenants, or warranties, either expressed or implied, that security devices or security personnel are, have been, or will be provided to protect the Resident or the Resident's property, or the Guest's and Invitee's property from crime to the person or property. Management is not the insurers of Residents, or the Guests and Invitees, safety or the safety of Residents, or the Guests and Invitees, property. Resident acknowledges and understands that the Resident has a duty to exercise care for the safety of the Resident, and Guests and Invitees of the Resident, and that Management is not and will not be liable for criminal acts of other persons and are hereby released by Resident from any claims or demands relating thereto. Resident agrees to rely solely on the Resident's local law enforcement agency for all information regarding criminal activity in the geographic area of their Apartment.

30. **RESIDENT ACTIVITIES:** From time to time, the Apartment Community may sponsor a Resident activity wherein alcoholic beverages may be provided. It is the Resident's responsibility to insure that the Resident, if under 21 years of age, or any of the Guests and Invitees of the Resident, if under 21 years of age, do not consume any alcohol if provided by the Apartment Community at such function. Further, it is the Resident's, and the Guests and Invitees of the Residents, responsibility to limit alcoholic consumption to an amount that will not impair or in any manner interfere with the Resident's, or the Guests and Invitees of the Residents, physical or mental capabilities. Resident will not, and will not allow any Guests or Invitees of a Resident, attending such event, to drive a vehicle after drinking alcoholic beverages. Management assumes no responsibility for the Resident's, or Guests and Invitees of the Resident's inappropriate actions due to consumption of alcoholic beverages.

31. **DEFAULT:** The violation by the Resident of these Community Policies, at the option of Management and without in any manner limiting the rights and remedies of Management for such default, shall constitute a default under the Resident Lease.

32. **RIGHT TO AMEND:** These Community Policies may be amended from time to time at the sole discretion of Management upon publication or delivery of written notice to the Resident.