

Guide to Successful Living at PEMBROKE POINTE APARTMENTS

First of all, **welcome to our community!** We're glad that you have chosen **Pembroke Pointe Apartments** as your home for the next year. Please read the following information carefully as it should answer most of your questions about our community.

It is our goal as Management to maintain Pembroke Pointe Apartments as an outstanding student community. In order to promote and maintain this community, and as a condition of residency, Management has established the following policies. It is imperative that everyone cooperates with these policies, as they are essential for the comfort and convenience of all community residents.

PAYMENTS -

- All rents are due on or before the first day of each month. **NO CASH ACCEPTED.** Our grace period extends the late date to Midnight on the fifth day of the month. All rents received after that time will be assessed a ten percent (10%) late fee. **Summary ejection proceedings will be filed in court on the 11th of the month if payment is not received in full.** Any resident issuing a check which is returned for insufficient funds, will be assessed a \$25.00 fee. **After TWO insufficient checks, money orders or cashier's checks will be required, as no personal checks will be accepted from the Resident who issued the returned check.** Resident shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the Lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Owner's acceptance of a partial payment constitute accord and satisfaction, nor will Owner's acceptance of a partial payment forfeit Owner's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.
- Any modification to this Lease must be made in a letter signed by the Owner in which the Owner states and agrees to the modification. The Owner may accept any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease.
- We will gladly accept your personal check, money order, cashier's check, debit, Visa or MasterCard payment. For your protection and ours, cash will not be accepted at any time. After the 5th day of each month, rent is considered late. Therefore, no personal checks will be accepted after the 5th day of the month.

RENTER'S INSURANCE -

It is the responsibility of the Resident to secure Renter's Insurance for the contents of the apartment in addition to liability coverage for any occurrences. Our insurance will not cover Resident's personal items or autos. In addition, you will be held liable for any and all damages caused by you or your guests. Please make sure your policy is current at all times. (Often times your parents' homeowners insurance will cover your belongings.)

YOUR LEASED SPACE -

- Your lease is specific to the bedroom you have been assigned. You have been granted use of the common area within the apartment. The common area is for the use of all residents within the apartment and is not controlled by any specific roommate.
- It is never acceptable to switch bedrooms with a roommate or move to a vacant bedroom without the express permission of the Community Manager.
- In order to preserve the appearance of the community, all window treatments must appear white from the outside of the buildings. Sheets, blankets, etc. are not to be hung in lieu of draperies.

- All apartment equipment, appliances or amenities are to be used for the purpose intended and in accordance with any instructions provided. Alteration to these furnishings is strictly prohibited without written consent of Management.
- Apartments in this community are provided as furnished apartments. It is not acceptable to remove any furniture from the apartment without the documented permission of the Community Manager. It is NEVER acceptable to leave furniture outside of the apartment. Furniture damaged/lost/stolen from outside of an apartment remains the responsibility of the apartment residents.
- Storage of the furniture from your apartment may be provided on a space available basis. Please plan to utilize or store (in your apartment) all furniture provided to you in your apartment.
- Waterbeds are not permitted in this community.

INTERIOR ALTERATIONS -

Residents wishing to make any alterations such as painting, wallpapering, paneling or hanging decorative light fixtures on the interior of their apartment must first obtain written approval from Management. If approval is given, the following general rule will apply; upon vacating the apartment, the resident must remove the improvement and restore the apartment to its original condition; or, if the outgoing resident wishes to leave the improvement and Management determines that it is acceptable, the improvement may remain in the apartment and become part of the property. Alterations **not** permitted include contact paper, tub adhesives, corkboard, mirrored squares, non-strippable wallpaper and tape to secure wall hangings. Nails, mollies and toggle bolts are acceptable and will be removed upon move-out by Maintenance at no charge unless there is excessive damage to the wall.

EXTERIOR ALTERATIONS -

In order to maintain an attractive Community and not disturb the architectural designs that have been created, no alterations to the exterior of the building may be made by residents. Satellite dishes are not allowed at this community.

COMMON AREAS -

All common areas, including but not limited to parking lots, stairwells, breezeways, courtyard areas, sidewalks, swimming pool, fitness center, and lawns **MUST** be kept clear at all times of any trash, refuse, bicycles, athletic equipment or any other items. If any such items are noticed by Management and appear to be abandoned, they will be picked up and may be disposed of by Management.

ENTRANCES, HALLWAYS, AND MECHANICAL ROOMS -

In compliance with the State and Local Fire codes entrances and breezeways/hallways are to be kept free of trash and personal items. Likewise, access to mechanical rooms situated in the breezeways is limited to community personnel. Residents are expected to fully abide by fire codes and community guidelines in keeping these areas free of debris. Failure to do so could result in needless damage or personal injury. Please secure permission from the Rental Office prior to posting flyers, notices, etc., in any location.

OPTIONAL SERVICES -

Please contact the Community Management Office if you are interested in information regarding cable TV upgrades, landline phone services, etc.

INTERNET SERVICE -

- The broadband internet provided in your apartment is for research, personal e-mail, and personal use purposes only.
- Due to its impact on the network and other resident, Peer to Peer uploads are not allowed at any time. If you need information regarding Peer to Peer uploading, please contact the Management Office, we will be happy to assist you.
- Our network was not designed for, and may not support, online gaming.

- Excessive bandwidth use (from peer to peer uploads, online gaming, etc) will result in your computer being blocked from the network until the issue is corrected.

SERVICE REQUESTS -

All requests for service should be made to the on-site Management at the office phone number provided. The service request will in turn be relayed to the maintenance staff. Any plumbing leak of a serious nature, lack of air conditioning during periods of time when the temperature exceeds 85 degrees, kitchen appliance failures, stopped up or overflowing toilets, frozen water lines, lack of heat when the temperature is less than 60 degrees, or electrical failure should be considered emergencies, in which case Management should be notified immediately. The after-hours emergency maintenance phone number is provided on our office answering machine. Any expense incurred by Management as a result of mistreatment of the apartment or common areas will, insofar as necessary, be assessed against the Resident responsible. For your convenience and information, a set of instructions for the operation of appliances and mechanical equipment is available upon request. If for any reason it should be necessary to call FIRE, RESCUE OR POLICE assistance, please call the emergency service directly rather than call the rental office for help. Notify Management immediately after calling the Police, Fire Department, etc. so that an Incident Report can be prepared.

KEYS AND LOCKS -

Alterations or replacement of locks or installation of bolts, door knockers, peepholes or other attachments on the interior or exterior of any door must be installed by Maintenance and have Management's prior approval. **Any Resident who requires Management's assistance in entering their apartment after standard office hours due to loss or misplacement of keys will be assessed a \$25.00 fee.**

DELIVERIES AND PACKAGE ACCEPTANCE -

The Management Office **will** accept deliveries for Residents. If you do not wish for us to accept packages on your behalf, please provide this information to us in writing. By signing this addendum, you agree not to hold the staff responsible for any delivery, and you agree that staff is not responsible for notifying you of any package left or damaged.

PARKING -

- Parking is on a first come, first serve basis. We can never guarantee parking next to your building.
- Under no circumstances will parking on the grass or in restricted areas be permitted. Unauthorized, abandoned, improperly licensed and out of repair vehicles will be towed at the car owner's expense.
- Lessor reserves the right to control parking in any manner it deems necessary in its sole discretion. At no time will Management tolerate loud or offensive music coming from either Residents' or guests' cars.
- Each resident will be issued a parking permit at move in. This parking permit must be displayed in the **lower left corner of your car rear window** at all times. If you move, you must relinquish your parking permit to the Management Office. Vehicles parked in our community with permits from former residents or those reported lost will be towed.
- Cars parked in front of the Clubhouse, in areas not specifically marked for parking or in handicap parking spaces (without a valid handicap parking permit) will be towed from the community at the car owner's expense.
- Visitors are allowed to park in one of the visitor parking lots. These lots are clearly marked within the community. Visitors parked outside of these areas will be towed from the community at the car owner's expense. Please notify your guests of our parking policies.
- This community, its agents and employees, assume no responsibility for any damage to a vehicle or the theft of any vehicle.

TOWING -

- Inoperative motor vehicles shall not under any circumstances be permitted to be parked on the premises.
- Parking on the premises is prohibited except in designated spaces. Vehicles improperly parked are subject to tow-away at owner's expense.
- Any vehicles that are out of service or vehicles that are unsafe within our community property will be towed at the expense of the owner. This follows a city ordinance.
- All vehicles parked within our community must have their state vehicle registration current. Vehicles without current registration plates or tags will be towed at the owner's expense.
- Any vehicle in violation may be towed without warning. Any warnings issued are a courtesy. All records of warnings and cars towed are kept by license plate number and also by permit number.

CAR WASH AND REPAIRING -

Due to the damage caused to asphalt and landscaping by detergents and cleaning solvents, washing of cars in the community will not be permitted unless designated by Management in a specific area. Residents are not permitted to perform any repairs such as changing oil or tuning engines on their cars on community property.

MOTORCYCLES AND MOPEDS -

Motorcycles and mopeds are allowed in this community. They must be parked in areas designated by Management with a small wooden board placed under the kickstand to prevent damage to the asphalt. At no time may gasoline-powered vehicles be stored inside the apartment or breezeways.

GUESTS -

Guests are welcome at our community. However, if you would like them to use our facilities, you must be with them at all times. Please refer to Section 14 of your Lease for guidelines pertaining to overnight guests. Please remember that you are responsible for the conduct of your visitors. Please help make their visit more enjoyable by informing them of the community policies in advance.

DISRUPTIVE BEHAVIORS -

The students who have applied to live in our community have overwhelmingly requested a community in which they can study and relax. Because of these requests, we adhere to the following policies regarding disruptions:

- ALL residents within our community have the right to the quiet enjoyment of their apartment; therefore, our community Quiet Hours are from **10:00pm – 10:00am** each day. On Friday and Saturday, Quiet Hours are **12:00am – 10:00am**. This includes disruptions within the apartments as well as in the breezeways, landings, hallways, and other common areas.
- The loud playing of stereos, televisions or musical instruments during this period of time is prohibited, as is any noisy or boisterous conduct, which would disturb the peace and quiet enjoyment of other residents.
- In our experience, loud music and bass that disrupts other residents is often a simple matter of speaker/subwoofer placement. Speakers placed directly against walls or on the floor cause excessive vibration in other apartments. If we receive a complaint from a resident or can hear the bass outside your front door, we will be happy to assist you in finding a better placement for your speakers.
- We never want our residents to be held responsible for actions of people they did not invite to their apartment. The Management staff is always here to assist you. Uninvited “party crashers” and non residents who are loitering in the community should be reported to the Courtesy Patrol so that we can remove them from our community.
- If any member of the Management staff responds to a party that is deemed to be too loud or otherwise disruptive to the community, the resident hosts will be instructed to end the party. If the party is not immediately ended or if the party resumes after that point, the residents will, at the Community Manager's sole discretion, be provided with a documented warning or 7-day notice to vacate the community.
- Disrespect by any resident of any Management staff or Courtesy Officer will not be tolerated at any time.

- Any physical abuse or assault, verbal abuse, threats, intimidation, harassment, sexual harassment, stalking, coercion and/or other conduct which threatens or endangers the health or safety of any person is grounds for the immediate termination of your right to possession of your apartment.
- Any willful damage (or attempted damage) to Community or any resident's personal property will, at the Community Manager's sole discretion, result in a documented warning or 7-day notice to vacate the community.
- Arson, willful misuse of ANY fire prevention or warning systems within the apartments or buildings, or failure to properly evacuate any building during an emergency by any resident or guest is grounds for the immediate termination of your right to possession of your apartment.
- **Any behavior by resident or guest deemed by Management to endanger the welfare of residents, guests or the community itself will be referred to the university/college Judicial Affairs Department for any action this department deems necessary.**
- The breezeways/landings/hallways within the buildings are not to be used as a gathering place for any size group of people.
- Residents are responsible for the behavior of their guests. ***This includes financial responsibility for any destructive actions of their guests both within the apartment and in the community common areas.***
- Our Courtesy Patrol or a member of the Management staff is on call 24 hours per day. *All residents have the right to call for assistance if they are being disturbed by another resident or guest.*
- The following policy is observed by our community for disruptive incidents (either observed by Management or due to complaint by another resident):

1st Incident - Reminder letter to resident, copy to Sponsor

2nd Incident - Resident meeting with Community Manager, report to Sponsor

*3rd Incident – Resident is provided with 7-day notice to vacate the community. **Both the Resident and the Resident's Sponsor remain financially responsible for the apartment through the term of the lease.***

- **Sponsors are notified at each step of the discipline process due to their financial responsibility for the apartment.**
- If you are reminded about noise by Management or the Courtesy Patrol more than one time within a day, it will be considered as a disruptive incident.
- If law enforcement has to be contacted to control any situation, the residents involved will, at the Community Manager's sole discretion, be provided with 7-day notice to vacate the community.
- All residents within a disruptive apartment will be subject to the incident criteria. If you are not involved in an incident that occurred within your apartment, you will not be held responsible for the incident. It is your responsibility to confirm your absence before the incident is excused.

ALCOHOL CONSUMPTION / NARCOTICS / DANGEROUS ITEMS -

- Verifiable possession/manufacture/distribution/sale of any type of narcotic or controlled substance (including marijuana) or possession/use of drug paraphernalia will result in the immediate termination of your right to possess your apartment.
- Any resident in possession of or using any harmful or dangerous item (including but not limited to: firearms, other weapons, fireworks, explosives, dangerous chemicals) will at the Community Manager's sole discretion, be provided with a documented warning or 7-day notice to vacate the community.
- **Alcoholic beverages should be consumed only within your apartment and only by persons over the age of 21. It is illegal for any person less than 21 years of age to consume or possess an alcoholic beverage.**

- As stated in your lease (and in keeping with the university housing code), kegs, party balls, etc. are not allowed in the community at any time. Residents who choose to bring any of these items within the community will, at the Community Manager's sole discretion, be provided with a documented warning or 7-day notice to vacate the community.
- Open containers of alcohol are not allowed in common areas at any time. This includes breezeways, landings, hallways, parking lots and recreational areas.
- ALE (Alcohol Law Enforcement) Officers as well as local law enforcement groups regularly patrol apartment communities and will issue citations for violations of this law. These citations are also reported by Management staff to the university/college.
- If you would like any information about state laws regarding alcohol, safe parties, or drug/alcohol dependency, please contact the Community Manager. We will be happy to assist you.

TRASH REMOVAL SERVICE -

Trash removal service is provided on a regular schedule free of charge. Please wrap all refuse securely and place it inside a dumpster. Please do not place large articles such as furniture, mattresses, etc. in these areas since the removal service will not handle these items. Boxes should be completely collapsed and placed in the dumpster.

CLEAN UP CHARGES -

- We expect all of our residents to help us keep our community clean; therefore, all residents should clean up after themselves.
- Due to the danger of broken glass, bottles and other glass are not allowed in the common areas at any time.
- The following fines will be applied to the resident's account if Catamount Peak staff have to provide clean up services:

Removal of trash bags from breezeway	\$ 25.00 per bag	(divided among all roommates)
Clean up of trash (cigarette butts, cans, bottles)	\$ 75.00	(divided among all roommates)
Pressure washing (to remove debris)	\$150.00	(divided among all roommates)

RECREATIONAL AREAS -

- Swimming Pool 8:00 a.m. – 10:00 p.m.
- Fitness Center 24 hours Use of these facilities may present a danger to those with certain health conditions. Please consult a physician prior to using any equipment.
- Charcoal Grills 24 hours Please respect other residents and our neighbors by being quiet during evening hours.
- Propane Grill 8:00 a.m. – 10:00 p.m.

GRILLS -

All types of grills are prohibited within the community. A gas grill is provided at the swimming pool for the use of residents and their guests. It is expected that all residents and their guests will exercise appropriate caution and care in the use of the gas grill.

SMOKE-FREE BUILDINGS -

All apartments and common areas in our community have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the Apartment rented by Resident, or the Premises, nor shall Resident permit any guest or visitor under the control of Resident to do so.

- The term "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.
- Resident shall inform all guests of the no-smoking policy. Further, Resident shall promptly give the Community Manager a written statement of any incident where they have knowledge of the policy being violated.
- Resident acknowledges that this communities adoption of a smoke-free living environment, and the efforts to designate the Premises as smoke-free, do not make this community or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's Apartment and Premises. However, this community shall use its best efforts to enforce the smoke-free terms of its leases and to make the Premises smoke-free.
- Our ability to police, monitor, or enforce the smoke free is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that this community does not assume any higher duty of care to enforce this than any of the other obligations under the Lease.

POOL RULES -

Violation of any of the following swimming pool rules will result in the resident being asked to leave the pool area for the day. Further violations will result in the loss of pool privileges for the season and the possibility of termination of your right to possession of you apartment.

- The pool is for the EXCLUSIVE use of our residents. **Guests are not allowed at any time.**
- **No lifeguard is on duty.** Pool use is at your own risk.
- For your safety, no one should swim alone.
- The safety equipment (life ring, shepherd's hook, etc.) should never be used for any purpose other than safety related.
- Management has the right to deny use of the pool to anyone at any time.
- Pool hours are **8:00am** until **10:00pm** daily.
- Loud music is not allowed at any time. Music played at a **reasonable level** is acceptable.
- **Please** dry off before entering the Clubhouse.
- No glass is allowed in the pool area at any time.
- Alcoholic beverages are not allowed in the pool area at any time. **This includes coolers.**
- No person under the influence is allowed to use the pool or pool deck.
- Please, no smoking in the pool. Cigarette filters clog the pool filtering system and can cause the pool to be shut down.
- For your safety, diving into the pool is not allowed.
- Appropriate swimwear is required while in the swimming pool. Please do not wear clothing with loose strings.
- No person with skin, eye, nasal, ear infections are allowed in the pool.
- No person with a communicable disease should enter the pool.
- No running or rough play is allowed in or around the pool area.
- Animals are not allowed in the pool or pool area at any time. Since pets are not allowed at CP, this should not be an issue.
- The pool gate must remain closed at all times to prevent accidental drowning.
- Anyone entering the pool after hours is trespassing. **Trespassing is a crime.** If this occurs, the Community Manager, in his sole discretion, can terminate your right to possession of you apartment.
- The FIRST AID KIT and EMERGENCY PHONE are located on the wall of the Clubhouse.

MOVE OUT -

If you wish to vacate your apartment after your Lease expires, you must give a minimum of 120 days written notice. For a refund of your entire security deposit (where applicable, for long-term residents) or to avoid being assessed charges and fees, the following requirements must be met:

- The full term of the Lease must be completed.
- A minimum of 120 days written notice must be given of your intent to vacate.
- Rent must be paid through the entire term of the Lease.
- The apartment must be left in the same condition as when you moved in, normal wear and tear excepted.
- Keys must be returned.
- All inventory must be accounted for (example: ice trays, broiler pans, etc.)

Any charges assessed to the Resident for damage or missing inventory will be taken first from the security deposit (where applicable). Any remaining monies due from the Resident will be billed to the Resident, and payment of those funds is expected within 15 days from the receipt of the Security Deposit Settlement Statement. If Resident does not pay said charges within 15 days, the account will be turned over to a collection agency.

SECURITY -

Pembroke Pointe Apartments, its agents and employees do not make any warranties, guaranties or representations regarding the security of the premises or common areas. Any such warranties or representations, whether express or implied, are hereby disclaimed. Resident understands and agrees that Resident and occupants are exclusively responsible for protecting themselves, the premises, and guests from crime, fire and any other danger.

These Rules and Regulations have been incorporated into the Lease Agreement. Failure to abide by these regulations could result in legal action. By signing this Guide to Success you acknowledge having read, understood and agreed to all terms of this addendum. Thank you for your cooperation in helping us to maintain a positive living environment for each and every resident.

I have read and understand the Guide to Success. I agree to abide by the community rules contained within.

_____	_____
Resident	Date
_____	_____
Sponsor	Date
_____	_____
Sponsor	Date
_____	_____
Management Representative	Date