

The Silvernail 90's Directory of Programs & Services

The Silvernail House Rules

Community Policies, Rules and Regulations



TABLE OF CONTENTS

1.0	Responsibilities
2.0	Lease
3.0	Quiet Enjoyment
4.0	Use and Maintenance
5.0	Smoking
6.0	Use of Balconies
7.0	Use of Storage Areas
8.0	Use of Lawn Areas, Grounds and Other Common Areas
9.0	Use of Garages, Parking Areas, Vehicles and Bicycles
10.0	Use of Amenities (as applicable)
11.0	Pets
12.0	Deliveries
13.0	Locks and Lockouts
14.0	Grills and Similar Devices
15.0	Smoke Detectors, Fire Protection and Other Safety Equipment
16.0	Emergency Procedures
17.0	Trash Disposal and Mandatory Recycling
18.0	Bed Bugs and Pest Control
19.0	Displaying or Installing Personal Property or Other Items on the Property

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1.0 Responsibilities

The Policies, Rules, and Regulations contained in this booklet are an integral part of the Lease you have entered into with us. In this handbook, “you” indicates all of the Lessees named on the Lease. The term “us” or “we” means the Lessor as specified in the Lease as well as the Lessor’s Managing Agent and its staff. When we use the term “Unit,” we mean the Leased Premises or apartment specified in the Lease, and when we say “Property,” we mean the Apartment Community in which the unit is located.

You should note that the insurance coverage we maintain does not protect you from loss of personal property no matter the cause. We do not assume any responsibility whatsoever for damage to or loss of any of your personal property or the personal property of any guest of yours no matter where that property is stored in or on the Property. You are advised to obtain a Renter’s Insurance Policy to protect your household goods and personal property.

By signing the Lease you have obligated yourself to adhere to the Policies, Rules, and Regulations contained in this handbook, as well as those modifications and additions that may amend this document in the future.

2.0 Lease

You will be recertified and/or renewed on an annual basis. Tenants have an obligation to sign release forms and to provide any informed deemed necessary in administration of the Section 8/Section 42 program. Not meeting this obligation, the tenant could face possible termination.

[Section 2.1 applies to Section 8 only]

2.1 Leases that are renewed by Management after the initial first year will continue on a month-to-month basis until further notice. If any of the following changes occur, you agree to advise the Property Manager immediately:

- a) Any member of the resident’s household moves out of the unit
- b) You intend to add a member of the household or someone will be living with you for longer than 14 days in the same calendar year
- c) An adult member of the resident’s household who was reported as unemployed on the most recent recertification or certification obtains employment
- d) The household’s income cumulatively increases by \$200 or more a month.

2.2 Rent Payments are due on the first day of each calendar month during the term of the lease. Any rent payment received after 5:00pm on the 5th will be considered late and will be subject to late fees. Please refer to your lease for late fee amounts.

The late charge applies to any NSF checks or other delayed payments until funds are actually received. Any check received as NSF is subject to an additional fee. Refer to your Lease Agreement for Late Fee and NSF fee amounts.

2.3 Security Deposits are held during the term of your lease and may be used to repair damage at the time of move out. You are advised to refer to your lease agreement and familiarize yourself with the regulation of security deposits. If you have any questions, please contact your Property Manager.

2.4 You agree that only the individuals indicated on the Lease are permitted to reside in the unit. Guests may not stay in the unit for more than 14 days within the same calendar year without explicit permission in writing from the Property Manager.

3.0 Quiet Enjoyment

Our goal is to provide a quiet and enjoyable environment for you and all other residents of the property. Consequently, all residents are asked to abide by the following:

3.1 Residents and guests will not make excessive noise or engage in activities which unduly disturb their neighbors or other residents of the Property. Residents are responsible for the actions of their guest(s) or invitees. At a minimum, the following is considered to be excessive noise if it causes a complaint from other residents:

- a) Loud music, audio from television or other electronic equipment, the playing of any musical instrument, and voices
- b) The slamming of doors and drawers, heavy walking, running, and jumping

- c) The use of exercise equipment
- d) The use of the garbage disposal, washer, dryer, dishwasher or other appliances after 9:00p.m. and before 7:00a.m.

3.2 Audio speakers, televisions, or other electronic equipment should not be placed directly on the floor or up against walls that adjoin other apartment units, common hallways, or other common spaces of the Property. Volume should be maintained at reasonable levels.

3.3 No moving or removal of furniture, personal property, or other deliveries shall occur between the hours of 8:00p.m. and 8:00a.m.

4.0 Use and Maintenance

It is important to maintain a clean living environment to ensure the health and safety of you, your neighbors, and guests.

4.1 You agree to keep the following in clean and tenantable condition at all times:

- a) Interior of Unit
- b) Interior of Unit screens and windows
- c) Hallway and entry area adjacent to Unit
- d) Storage locker, laundry room and other common areas or amenities during and after your use
- e) Garage and/or designated parking spaces, and areas surrounding garage and/or designated parking spaces
- f) Mailbox and newspaper boxes

4.2 It is your responsibility to maintain proper humidity levels and air circulation to prevent excessive moisture concentrations and condensation that can build up on wall, ceiling, flooring, and window surfaces that may encourage mold growth. Molds are forms of fungi that you are exposed to daily in the air you breathe within both interior and exterior spaces all year round. Molds, however, may grow to unhealthy concentrations if you allow moisture to accumulate within your apartment and/or restrict air circulation to dry out surfaces. Therefore, it is your responsibility to:

- a) Maintain proper humidity and circulation levels within your apartment using bath exhaust fans when bathing and range hood fans when cooking.
- b) Remove condensation from windows and windowsills. Moisture condensation on windows is an indication of either excessive humidity or poor circulation. It condensates on glass, as it has a higher rate of temperature transmission than surrounding surfaces. In extremely low temperatures, even normal humidity can condensate on windows.
- c) Open windows to permit excess moisture to escape.
- d) Raise blinds or open draperies to prevent trapping moisture.
- e) Use of an air conditioner both circulates air and acts as a dehumidifier.
- f) Furniture should not be placed in such a manner as to restrict air flow from both electric or gas forced air heat registers.
- g) Storage of boxes, books, clothes, or other moisture-absorbing materials shall not restrict air movement over and across floor, wall, and ceiling surfaces.
- h) Vaporizers should be used only when absolutely necessary due to illness with awareness that humidity introduced into your apartment must be eliminated.
- i) Humidifiers shall not be utilized.
- j) Fans and/or dehumidifiers should be utilized when and if excessive moisture is detected.
- k) Keep bathroom door open after bathing to allow air flow to ventilate moisture, and to keep condensation from accumulating around the toilet

In the event you suspect a higher concentration of mold spores than normal, the Center for Disease Control and the Environmental Protection Agency recommend a bleach/water or soap/water combination to clean affected surfaces; however, care must be taken to avoid damaging cleaned materials. Please report any condition that you believe exceeds your ability to manage to the Property Manager.

- 4.3** It is your responsibility to maintain a reasonable amount of heat in cold weather to prevent damages to the Property. If damage results from your failure to maintain a reasonable heat, you shall be held liable for this damage.
- 4.4** No personal property shall be stored in or on the common areas of the Property.
- 4.5** Please notify us immediately of maintenance or repair work needed to your apartment. Your submittal of a request for work authorizes us and our agents and contractors to enter your apartment to inspect and/or perform necessary repairs and maintenance. All maintenance requests must be submitted (whether in-person, in writing, via phone or email) to the Management Office so that a Work Order can be created. Maintenance repairs will not be completed without a Work Order.
- 4.6** You must not dispose of cloth, metal, wood, plastic or such articles in toilets and sinks. You are responsible for the cost of repairs resulting from improper use of plumbing facilities by you or your guests or invitees.
- 4.7** Waterbeds or beds containing any type of fluids or gels are not permitted.
- 4.8** Painting, varnishing, wallpapering, etc. is not permitted.
- 4.9** The use of open or enclosed flames, including but not limited to use in burning of candles, incense, or any other aromatic material, is prohibited. You acknowledge that the presence of flames, whether open or enclosed, creates an increased risk of fire damage to the unit and building.
- 4.10** Any appliances, equipment, or furnishings of yours that we believe pose a potential risk of damage to the Property are allowed only with our prior written consent and, if required, receipt of satisfactory evidence of renter's insurance covering perils associated with use or storage of the appliance, equipment, or furnishings.
- 4.11** Window air conditioning units are not permitted.
- 4.12** Should you desire telephone, television, cable, or electrical connections in addition to those already installed, we reserve the right to approve such improvements and to direct installers as to where and how the wires are to be introduced. No boring or cutting for wires shall be permitted without our prior written consent.
- 4.13** An intercom system is provided in each apartment for your convenience. Your guests may dial your apartment from the entrance and speak to you, at which point you are able to release the door to allow entry. Do not release the door unless you are able to identify the caller.
- 4.14** Hallways are to be free of litter, shoes, boots, etc. Doormats and scooters may be allowed in the hallway so long as it does not obstruct entering or exiting the apartment.
- 4.15** You may personalize the exterior of their apartment door/door area with the following exceptions:
- a) Any décor must be tasteful and inoffensive.
 - b) No items may be tacked, nailed or adhered to the door in a manner that will damage it.
 - c) Items must be kept to a minimum in order to keep hallways clear in case of an emergency.
 - d) Residents must remove any items at management's request if it is deemed that any of the above apply.
- Please note: We do not assume any responsibility whatsoever for damage to or loss of any of your personal property or the personal property of any guest of yours no matter where that property is stored in or on the Property.
- 4.16** No personal items or unwanted items are to be left in the common areas or otherwise "donated" to the Silvernail common areas. You are prohibited from placing personal items on or around any of the furniture at The Silvernail, including all tables, consoles, desks or any other furniture located in the common areas at The Silvernail. These items will be disposed of or donated.
- 4.17** No notices (fliers, memos, etc.) of any kind may be posted in the common areas and/or hallways, including on the exterior of their apartment doors without explicit permission to do so by the Property Manager.
- 4.18** Located on the wall outside your apartment door is a Resident Mailbox. These boxes are used by Management to distribute important information and/or documents to residents. Anything put in these boxes is intended for the occupant of that apartment ONLY. Residents are prohibited from taking and/or viewing the contents of another resident's box for any reason. Further, residents may not place unwanted items in other boxes. Use of these Resident Mailboxes is restricted solely to the box associated with your apartment.
- 4.19** You and your guests or invitees are prohibited from filming, videotaping or digital recording of any kind in all interior common areas of the Property as well as on the grounds of the Property without explicit permission in writing from the Property Manager.

4.20 The use of profanity and foul language by you and your guests or invitees is strictly prohibited in all Common Areas at The Silvernail.

5.0 Smoking

The Property wants to maintain a healthy and safe environment for all residents and preserve a clean environment for their enjoyment. We ask that you and your guests and invitees abide by the following policies regarding smoking on the Property.

5.1 The use or possession of burning cigars, cigarettes, or pipes containing tobacco or similar substances, or similar products containing the same, are prohibited in any area of the property not specifically designated as a smoking area.

5.2 Smoking is prohibited in any interior common area or living unit. Interior common areas include, but are not limited to, community rooms, community restrooms, reception areas, offices, stairways, elevators, and laundry rooms. Smoking is further prohibited in any building entry ways, porches, patios, balconies, and garages, whether attached or unattached to your building.

5.3 Smoking is permitted only in areas specifically designated by management and clearly marked by signage. Management is under no obligation to provide a designated smoking area; therefore, we may change or eliminate any designated smoking areas at any time. If you have any questions as to the designated area for smoking, they must be addressed to office staff.

5.4 When smoking in a designated smoking area, you are required to properly dispose of all cigar butts, cigarette butts, burnt loose tobacco, and like products.

5.5 You are responsible for ensuring that your guests and invitees do not smoke in any area of the property not specifically designated for smoking. A violation of this section by any occupants of your apartment or their guest or invitee will be considered a material breach of your lease and permits management to exercise all rights contained therein, including termination of the lease.

5.6 You are responsible for damages, cleaning, loss of rental income, and other economic damages related to the no-smoking policy in addition to any other damages or losses defined by the Lease or Non-Standard Rental Provision Agreement.

5.7 If you are made aware of another resident's violation of this section, you must give written notice of the incident to management. Management will not act to abate a violation of the no-smoking policy unless and until it has actual knowledge of the violation. Management is not a guarantor of a smoke-free property, nor is it a guarantor of your health or the health of your guests or invitees.

6.0 Use of Balconies and Patios

Balconies and patios are for the use and enjoyment of the occupants of the apartment units to which they are attached; however, they also serve as a fire code required secondary exit.

6.1 Furniture and other items located upon balconies shall be limited to the following:

Balconies

- 1 Small Table not to exceed 16 square feet
- 2 Non-folding, Hard-backed Chairs with fitted covers. Only fitted covers are acceptable.
- 1 Electric Grill with fitted cover. Only fitted covers are acceptable. (See 14.0)
- Planters and Pots are permitted during the months of May through October only if they are kept in good repair and water or other materials do not fall on, disturb the cleanliness of, or interfere with the use or maintenance of other balconies, patios, or other areas of the Property.
- Bird Feeders are not permitted. One hummingbird feeder is permitted so long as it does not interfere with the use or maintenance of other balconies, patios, or other areas of the Property.
- 1 3' x 4' Mat of appropriate exterior grade material, not to be adhered to the decking.
- Seasonal Decorations for a three (3)-week period commencing 2 weeks prior to the Fourth of July, Halloween, and Christmas and concluding 1 week later. Decorations shall be in good repair and not interfere with the use or maintenance of other balconies, patios, and other areas of the Property.

- Protective Screening of a neutral color shall only be allowed within the inside of balcony railing if your household includes children below the age of five (5) and the spacing between the railings allows free passage of a 4" sphere. Prior written authorization must be received from the Property Manager.

In no event shall umbrellas, bicycles, children's activity centers, chimes, flags, banners, or signage of any kind be located on Balconies.

6.2 Laundry or any other item, such as brooms, mops, rugs, or similar items, is prohibited upon any balcony, balcony rail, patio, patio wall, or fence.

6.3 Lighting, audio or visual equipment, or any other similar equipment is prohibited on a balcony or patio in any manner that disturbs neighbors or that we deem inappropriate in our sole discretion.

7.0 Use of Storage Areas

The Property has storage lockers or storage areas provided as part of the Lease, you agree to the policies outlined in this section. Management reserves the right to inspect storage areas to ensure compliance with these policies. In the event that Management intends to inspect storage areas, notice of the inspection will be given in compliance with the lease contract.

7.1 No hazardous, noxious, pressurized or dangerous materials shall be stored in any storage locker or area.

7.2 The storage area shall be maintained in an orderly fashion and in no event shall any item be placed outside of the area designated for your storage.

7.3 You will not display any sign or inappropriate material in or on said storage.

7.4 You understand that your use of any storage area is solely at your risk. We assume no responsibility for any loss or damage, regardless of the cause, to any personal possessions or other property owned by you, or your visitors or guests that is placed in the storage area. You are encouraged to secure coverage for any such damage through your renter's insurance policy.

7.5 We retain the right to change the assignment of storage lockers or storage areas at any time during the Lease and to restrict access to the storage areas to designated times.

7.6 The storage area is designed to accept locks and you are encouraged to provide your own lock. We have no obligation to provide locks. You understand however, that in case of an emergency or a violation of the rules for use of the storage, we may, without notice to you, remove said lock and take such corrective action as is reasonably necessary to protect our property and interests.

7.7 Any personal property left in the storage area after vacating the leased premises, will be removed, sold, disposed of in accordance with the lease contract which addresses disposition of property left after abandoned or surrender of leased premises.

8.0 Use of Lawn Areas, Grounds, and Other Common Areas

Lawn areas, grounds and other common areas are for the enjoyment of all residents of the Property. By "common areas," we mean any area of the Property outside of the apartment units and available for the use of all residents.

Vehicles are prohibited from parking or driving on grass or other landscaped areas.

Resident-erected basketball hoops and posts, volleyball posts and nets, other recreational equipment, portable pools, whirlpools/saunas, fire pits, tents, screened enclosures, pet houses or enclosures, cages or shelters, and fence enclosures are prohibited on the Property.

Any and all recreational activities are prohibited from parking lots, drives, and sidewalks. Skateboarding, rollerblading, and roller-skating are prohibited anywhere on the Property.

9.0 Use of Garages, Parking Areas, Vehicles and Bicycles

Municipal zoning and fire regulations as well as property insurance covenants require compliance with the following, and violations may result in civil fines.

9.1 Only those vehicles specified in the lease or subsequently approved in writing by us are permitted on the premises.

Resident is responsible for notifying management of any malfunction or damage to garage doors.

We cannot guaranty against any garage door malfunction and make no representation or guarantees to you concerning security of the garage. Any measures, activities, or devices taken by us are solely for the benefit of us and for the protection on our property and interests.

Parking and other use of designated spaces and garages shall be in conformity with the following:

- Personal property items shall not include any flammable or hazardous materials or anything that would violate a standard fire insurance policy or create a hazard or danger.
- The garage door must remain closed at all times.
- Kenneling of pets in the garage is prohibited.
- Parties, recreational activities, and grilling are prohibited in the garage.
 - a) If you are assigned a stall inside a common garage:
 1. Your vehicle must be stored in the garage at all times. In the case of the assignment of one stall, your primary vehicle is restricted from exterior assigned parking stalls, visitor parking stalls, drives, and street parking. In the case of the assignment of two stalls, your primary and secondary vehicles are restricted from exterior assigned parking stalls, visitor parking stalls, drives, and street parking.
 2. Storage of any item in or near your assigned stall(s) or any other part of the garage is prohibited.
 - b) If you are assigned one or more surface parking stalls:
 1. Your vehicles shall be parking only in the assigned surface stall(s).
 - c) Visitor Surface Parking Stalls:
 1. Visitor surface parking stalls are reserved for visitors of residents and invitees of ours.
 2. Parking by visitors of residents is limited to 24 hours unless prior written authorization is received from us.

9.2 Improperly parked vehicles or vehicles in violation of the rules are subject to towing at vehicle owner's expense.

9.3 For the purposes of this Section, vehicles shall mean any motorized device used for transportation including, but not limited to, cars, SUVs, trucks, vans, recreational vehicles, and motorcycles.

9.4 You are responsible for maintaining vehicle(s) on premises in acceptable working condition. Unsightly vehicles, such as vehicles with flat tires, broken windows, deteriorated body, rust, etc., or inoperable cars are not permitted on the premises. Vehicle(s) on premises must bear proper and current license plate(s) and property parking stickers.

9.5 Only those vehicles specified in writing on the lease, or subsequently approved in writing by us, are permitted on the premises. The parking or storage of boats, trailers, or recreational vehicles is strictly prohibited unless approved in writing by us.

9.6 Repair of vehicles on the Property or in any garage or other area of the Property is not permitted.

9.7 Company-identified vehicles or vehicles with logos, work vans with ladders, semi-trucks, and similar commercial vehicles are prohibited.

9.8 Designated parking for persons with disabilities is reserved for individuals with valid permits.

9.9 Washing of vehicles anywhere on the Property is prohibited except in a designated wash station.

9.10 One garage door transmitter per garage or per assigned underground parking stall will be provided. A charge will be assessed if transmitters are not returned upon move-out or for replacement transmitters required during the lease term.

9.11 You agree to carry proper vehicle insurance. We assume no liability in the event of vandalism or other damage to any vehicle of yours or your guests or invitees.

9.12 If requested, you shall move vehicles to accommodate snow and ice removal or maintenance of the Property.

9.13 Subletting, renting, or otherwise allowing the use by another person of any parking space, garage, or other facility of the Property is prohibited.

10.0 Use of Amenities (as applicable)

Please observe all posted rules and regulations concerning recreational amenities including, but not limited to, common areas, fitness centers, and laundry rooms. In addition, you are required to comply with the applicable rules below. Your use of any amenity is at your own risk, and use of said amenity is evidence of your agreement to release us and our agents, insurers,

officers, and employees from any liability for any injury or ill health you or your guests may suffer as a result the use of any amenity or participation in activity programs we offer. Proper dress and footwear are required to be worn in the common areas. Nightwear and slippers are prohibited in any and all common areas.

10.1 Fitness Center

The Fitness Center and its use is subject to all applicable laws and ordinances and the following rules and restrictions:

- a) Unless otherwise posted, you have 24-hour access to the Fitness Center.
- b) Use of the Fitness Center is restricted to residents only.
- c) When other users are waiting, use is limited to 30 minutes on each piece of equipment.
- d) Anyone under the age of 18 must be accompanied by an adult when using the Fitness Center.
- e) No glass is allowed in the Fitness Center.
- f) No food allowed in the Fitness Center.
- g) Shirts, athletic shoes, and proper fitness attire must be worn at all times in the Fitness Center.
- h) You and your guests are responsible for wiping down equipment with the provided disinfectant and towels after each use.
- i) No one under the influence of alcohol or drugs may use the Fitness Center.
- j) Tobacco use and smoking is prohibited in the Fitness Center.
- k) No one is permitted to use the Fitness Center if they have an infection, a communicable disease, or open cut.

10.2 Laundry Rooms

The Laundry Room and its use is subject to all applicable laws and ordinances and the following rules and restrictions:

- a) The Laundry Room hours are from 7:00 a.m. to 9:00 p.m.
- b) Use of the Laundry Rooms is restricted to residents only.
- c) Any machines not operating correctly must be reported to Management immediately.
- d) No rubber-backed rugs may be put in the dryers.
- e) You are responsible for cleaning the lint trap in the dryer after each use.
- f) Residents are responsible for cleaning up after themselves.

10.3 Common Areas

The Common Areas at The Silvernail are subject to all applicable laws and ordinances and the following rules and restrictions:

- a) Use of the Common Areas are restricted to residents and their guests. There must be an adult resident present at all times.
- b) Use of the Common Areas may require a reservation and a refundable damage deposit in the form of a personal check. The deposit check will be returned in full provided that no damage is identified during the required post-party walk-through inspection and the inspection occurs on a timely basis.
- c) Kegs are prohibited. Beverages that may stain the carpet (i.e. Kool-aid, wine, etc.) are prohibited.
- d) Tobacco use and smoking is prohibited in all Common Areas.
- e) You are responsible for any damage to the Common Areas or any other part of the Property including, but not limited to, stains in the carpet or on furniture caused by you, your agents, guests, and invitees.
- f) Furnishings are not to be removed from the Common Areas.
- g) Trash is to be recycled and bagged in plastic and left as instructed.
- h) The maximum capacity for the room shall be observed at all times.
- i) Pets are strictly prohibited.

11.0 Animals

Well trained and behaved animals are welcome; however, it is important to respect both the humane treatment and needs of the animals and your neighbors.

No animals of any kind are permitted unless an approved Pet Addendum or Assistance Animal Addendum is executed by both us and the resident.

11.1 Barking or loud noises created by animals at any time is prohibited.

11.2 No exotic animals shall be brought onto the Property at any time.

11.3 We reserve the right to limit the number of animals permitted in the unit.

12.0 Deliveries and Package Acceptance

While you are out, we offer the following as a convenience for you.

12.1 We may accept deliveries from the U.S. Post Office or other common carriers such as FedEx and UPS as a courtesy and convenience to you. You agree and understand that we may refuse to accept any deliveries or packages for any reason or no reason at all.

12.2 You agree that we shall not have any responsibility or liability for any lost, damaged, delayed, unordered, or missing items and agree to hold us harmless for same.

12.3 You agree that we have no duty whatsoever, to hold or store any packages for more than 3 days after receipt. You should notify us if you are going to be away from the apartment and expect to be receiving a package(s). Unless arrangements are made in writing, packages that have not been retrieved will be deemed abandoned and you authorize us to return the package to the original sender.

12.4 You understand and agree that we have no duty to notify you of receipt of any delivery or package that we have signed for.

12.5 You understand and agree that we have no duty to make deliveries or packages available to you outside of business hours.

12.6 You authorize us to throw away, or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled and waive any claim whatsoever resulting from such disposal.

13.0 Locks and Lockouts

In the event of an emergency, it is important for us and fire/safety and security personnel to maintain control of all lock keying.

13.1 Changing or re-keying of locks or the addition of locks is prohibited and a violation of the local fire codes. Should you desire locks to be changed or re-keyed, you will provide a written request to us specifying the reason for the request. We may, in our sole discretion, approve or deny the request. Should we approve the request, the locks will be changed or re-keyed by us and the cost of the work shall be paid in advance upon presentation of an invoice.

13.2 You may not make any copies of keys and/or distribute these keys to any person not listed as a Lessee on your Lease without prior written approval from Management. Upon vacating your apartment, all keys must be returned to the Property Manager. You will be charged for unreturned, lost or stolen keys.

13.3 You are responsible to utilize an authorized professional locksmith for unit access after-hours if the Resident Manager is unable to be reached. We will not respond to after-hours lockouts. After-hours is considered to be any time other than regularly scheduled office hours. Resident is prohibited from damaging doors, windows, or screens, or climbing buildings to gain access.

14.0 Grills and Similar Devices

Safety of our residents is our highest priority; consequently, we strictly enforce local fire prevention ordinances.

14.1 Charcoal grills, gas grills, wood or coal burning, smokers, all portable fireplaces, and heaters without automatic shut-offs may not be used anywhere on the Property.

14.2 Use of all gas grills is prohibited on balconies, inside of apartments, common areas, garages, and any overhang with the exception of the Community Grill. The following rules must be observed when using the Community Grill:

- a) The grill may not be moved from its location.
- b) All manufacturer's safety requirements and recommendations are followed, and caution is observed.
- c) You must be present the entire time while using the grill.
- d) You must make sure the gas is turned off after use.
- e) The grill and any utensils used must be cleaned after use and the cover replaced.
- f) You assume all liability for the use of your grill and will hold us and our agents harmless from any claims arising from your use.

15.0 Smoke Detectors, Fire Protection and Other Safety Equipment

The Fire Code requires the provision and testing of pull stations, smoke detectors, and related fire protection equipment in common areas and individual apartments.

15.1 Upon reasonable notice, we and our agents and contractors have the right to enter your apartment for the purposes of testing fire and other safety equipment. This testing will be performed by our staff or by our agents or contractors.

15.2 If during testing or any activation of fire protection systems, you do not hear or otherwise detect an alarm sound or if you believe the systems are malfunctioning, you will notify us.

15.3 Tampering with or disabling fire protection or other safety equipment can pose a serious risk to life and property and is prohibited. Tampering with or disabling safety equipment is a cause for eviction and a prosecutable violation of the law.

15.4 We maintain all smoke detectors in COMMON AREAS. It is YOUR responsibility to either maintain the smoke detectors inside your UNIT or immediately notify us if there is a smoke detector that is not functioning. Maintenance includes the replacement of batteries. It is your responsibility to change batteries twice yearly, and the switch from and to daylight saving time is a good occasion to do so. Please notify us in advance if you are unable to perform this maintenance.

15.5 An Emergency Pull Cord is located in the bedroom and bathroom of each unit. If engaged, an alarm is triggered at a station in the Property Manager's office. Please keep in mind that calling 911 saves valuable time in the event of an emergency. Additionally, if office staff have stepped away or are not currently in the office, the alarm will go unanswered. As with any electrical system, the Emergency Pull Cords can fail. This system should not be considered a life-saving device and should never take the place of dialing '911' in an emergency. You understand that we are not responsible for malfunctions that may lead to injury or death.

15.6 It is required by Fire Safety Codes the door to your apartment not be propped open. All apartment doors are fire rated.

16.0 Emergency Procedures

In the event of an emergency, please the following guidelines:

16.1 Fire

If a fire occurs in your apartment:

- a) Exit into the hallway.
- b) Close the door tight.
- c) Activate the fire alarm in your area.
- d) Evacuate the area.

16.2 Fire Alarm: When alarm sounds

- a) If the hallway is free of smoke:
- b) Exit your apartment.

- c) Close the door.
- d) Evacuate the area.

If the hallway is filled with smoke:

- a) Stay in your apartment.
- b) Make sure the door is closed.
- c) Place wet towels at the bottom of the door to keep smoke out.
- d) Stand by your window or exit to your patio/balcony.
- e) Wave something white.

16.3 Evacuation Procedure

- a) Always evacuate the building if the alarm is ringing.
- b) Do not use the elevator.
- c) Follow the evacuation route to the ground floor.
- d) Exit building as quickly as possible.
- e) Stay clear of the building to allow the Fire Department access, if necessary.

16.4 Tornado Safety

When the possibility of severe weather exists, stay tuned to a local radio or TV station for up-to-date reports. When a tornado warning is issued for this area, please stay in your bathroom.

Stay clear of windows. Remain in the bathroom until the threatening weather has passed or an 'all-clear' bulletin is given.

17.0 Trash Disposal and Mandatory Recycling

Respecting the environment and doing our part to responsibly protect its resources while minimizing our impact is important to us all.

17.1 We supply recycling dumpster in our underground parking garage. You agree to divide materials into two separations, if required by your municipality.

17.2 Newspapers, magazines, paper bags, phone books and catalogs bundled or bagged.

17.3 All boxes must be broken down before placing them in the recycling bin.

17.4 All other recyclables placed in recycling bin or container.

17.5 These items include glass bottles, plastic bottles, aluminum or bi-metal cans, steel, and tin cans.

17.6 All non-recyclable trash shall be placed in plastic bags and tied. You will deposit the trash into trash chutes only and agree not to accumulate trash in the apartment unit, hallways, or common areas of the Property. You must comply with all governmental laws and ordinances related to trash removal.

18.0 Bed Bugs and Pest Control

We have taken great care in attempting to integrate and maintain the Property within its natural setting, balancing environmentally sensitivity with convenience for all residents. As a result, creatures and other pests may sometimes become an issue within the Property. Additionally, invasive pests have become an increasing issue as society becomes more mobile, travelling from all parts of the world. We will act responsibly to address any type of unwanted intrusions; however, the cooperation of all residents of the Property is essential to the effectiveness of these efforts. Consequently, you are asked to comply with the following rules and standards:

18.1 You will keep your Unit clean and free of pests at all times. You agree to immediately notify the Management office if any of the following occur:

- a) Bed bugs are found in the apartment.
- b) You suspect that bed bugs may be present in the apartment, or

- c) You notice unexplained and reoccurring bites on your body.

Failure to immediately notify Management could result in bed bugs spreading to other rental units and common areas, which will cause the treatment and eradication of the bed bugs more difficult, time-consuming and expensive.

18.2 You agree that you will not attempt to treat any bed bug infestation yourself. Self-treating for bed bugs may result in injuries to yourself and/or causing the infestation to become worse.

18.3 Prior to moving into your apartment, you agree to take reasonable care so that no bed bugs or other invasive pests are on or in your belongings. After moving in, you will be on alert for such pests. If you bring bed bugs or other invasive pests onto the Property requiring treatment, we will arrange for the treatment by a professional exterminator. You agree to assist with the treatment, including, but not limited to, removing furniture, cleaning and storing clothes, and any means deemed necessary by our extermination professional. With respect to bed bugs, you may be required to do some or all of the following:

- a) Move all furniture three feet from walls in all rooms.
- b) Remove from the unit all personal/sensitive items (e.g. clothes, toys, plants, etc.), leaving furniture.
- c) Place all clothing, linens, and other personal effects, which are to be treated separately, into plastic bags. Such items should be cleaned and/or washed, dried or heat treated at 130 Degrees Fahrenheit for one hour or fumigated before returning to the treated unit.
- d) Remove bed coverings, blankets, comforters, sheets, etc., from mattresses and clean/wash according to above instructions for treating clothing and personal effects.
- e) Remove blankets, linens, pillows, and similar household goods from furniture and clean and/or wash according to above instructions for treating clothing, personal effects and bedding.
- f) Wrap infested mattresses, box springs, and furniture in plastic before removing from the unit so as to prevent the inadvertent spread of pests to other units and areas of the Property. Remove items from the Property and properly dispose of same.
- g) Unplug all electronics.
- h) Vacuum all surfaces (e.g. floors, carpets, upholstered furniture).
- i) Vacate the unit prior to the arrival of the pest management professional, planning to return no earlier than four hours following treatment.

18.4 You understand that used or second-hand furniture is one of the most frequent ways that pests such as bed bugs are introduced to rental properties. Therefore, you also agree to inspect any used or second-hand furniture prior to moving it into the rental unit. You understand and agree that unless you are certain any used or second-hand furniture is free from bed bugs, you will not move it into the apartment.

18.5 You will allow Management and/or our agents to inspect your apartment for bed bugs as allowed by law.

18.6 You agree that you may be required to reimburse us for any treatment costs incurred by us relating to bed bugs or other pests that you bring into the Property.

19.0 Displaying or Installing Personal Property or Other Items on the Property

We take pride in the aesthetics of our communities within their surrounding neighborhoods and therefore ask you to refrain from displays of personal property visible to the exterior of your apartment.

19.1 Please do not display personal property on the exterior of buildings or grounds. This includes flags, windsocks, laundry and laundry lines, signs, or placards.

19.2 Do not use any foil, sheets, blankets, or any type of coverings over the windows to darken rooms or for any other purpose.

19.3 Do not install any item on the Property unless it is approved in writing in advance.

19.4 Satellite dishes are prohibited unless a Satellite Dish Addendum is attached to the lease. Should you or an agent or contractor of yours install a satellite dish or similar equipment without our authorization, we retain the right to remove and dispose of it at your expense for all costs of the removal and the repair of any damage to the Property.

The Silvernail Senior Community
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(262) 896-2100

