

## **APARTMENT HANDBOOK**

### **Move-In and Move-Out Inspections**

An inspection of your apartment (the “Premises”) will be conducted by you and a representative of the Landlord before you move in. At that time, you will have the opportunity to look at the Premises with the Landlord and make sure the Premises are in good condition and repair. You will be asked to sign an Apartment Condition Checklist noting any existing damages or problems as of your move in date. This is your assurance that you will not be held responsible for any pre-existing damage. Major problems noted will be taken care of by the Landlord in a timely manner.

When you move out, you are expected to clean and restore the Premises to the condition existing at the commencement of your lease as evidenced by the Move-In portion of the Apartment Condition Checklist which you signed, normal wear and tear excepted. Soilage is not normal wear and tear. Upon check-in, the Landlord will provide you with a check-in letter to guide you through check-in and provide awareness of check-out list items when that time arrives.

It is your obligation to remove all of your personal property at the end of the lease term or earlier termination of your Apartment Lease Agreement. Should you fail or neglect for any reason to remove all of your personal property or the personal property of others left in the Premises, the Landlord shall have no responsibility to store or protect that property and may sell or dispose of it as the Landlord shall determine, without notice or payment to you, unless any landlord-tenant act prohibits such disposition or requires the Landlord to comply with any specific procedure.

### **Security Deposit**

The Security Deposit is due at date of your submission of signed Lease. Only Tenants that have submitted a signed lease and Security Deposit will be considered for contracted tenancy by Landlord. Only after Landlord confirms availability and approves Tenant for tenancy is the Security Deposit cashed/deposited into Landlord banking institution. Thereafter, Landlord will send to Tenant a signed copy of the Lease with Landlord signature and assignment of Apartment (Apartment number will be provided at that time). When you move out, the Security Deposit will be refunded to you subject to the terms of your Apartment Lease Agreement and the following provisions:

- A written notice to vacate must be delivered to the Landlord to the extent required by your Apartment Lease Agreement and/or by state law. Full payment for all outstanding charges, including rent in full, must accompany the notice.
- There is no damage to the Premises beyond ordinary wear and tear.
- The entire Premises, including all appliances, fixtures, floor coverings, and private spaces, must be clean.

- All keys are returned to the Landlord.
- A forwarding address is left with the Landlord.

### **Keys**

You will be issued a set of all necessary keys. Lost keys will be replaced at a charge to the resident of \$15.00 per key.

You may not alter any lock or install any new lock on any door without the prior written consent of the Landlord. For safety purposes, keys to all locks installed by you, if any, must be on file with the Landlord at all times.

### **Mail**

A mailbox and a mailbox key will be provided to you at check-in. Please use your full name, address, apartment number, and zip code as your mailing address. This full address should also be used as a return address on your mail. There will be a letter drop located near the mailboxes for your convenience.

### **Utilities**

You are responsible for all utility charges (electricity, phone, cable/satellite TV) as specified in your Apartment Lease Agreement. Payments must be made directly to the appropriate utility company. Non-payment of utility bills, which may cause service to be disconnected, is considered to be a violation of your Apartment Lease Agreement.

### **Rent Payments**

Your rent is due on or before the first day of each month. Please make all checks or money orders payable to Temple View LLC. All payments should be delivered to the Landlord as detailed in the Apartment Lease Agreement. A charge, as specified in your Apartment Lease Agreement, will be assessed on all NSF checks returned, and on all late rent payments.

### **Renter's Insurance and Liability**

You should protect yourself and your property by carrying apartment resident's insurance, which includes liability coverage. Generally speaking, such policies indemnify renters against loss of personal property by theft, fire, or natural disaster, as well as personal liability.

### **Smoke Detectors**

Your apartment has been equipped with one or more smoke detectors. Smoke detectors are required by law and may not be deactivated by you for any reason whatsoever. It is your responsibility to frequently test and inspect the smoke detector(s) in the Premises. You must replace all smoke-detector batteries when necessary. You must immediately report any smoke detector malfunction or failure to the Landlord.

### **In Case of Fire**

If you have an occasion to use a fire extinguisher, report the incident to the Landlord immediately. The following general guidelines should be adhered to in case of a fire emergency.

- Remain calm. Don't panic.
- Go to the nearest phone and dial 911. Ask for the fire department and provide them with complete information (e.g., name, address, etc.).
- Notify the Landlord immediately.

Prevention is the best form of fire protection. Please:

- Smoking is NEVER allowed in or on the Premises.
- Warn children of the hazards of matches, cigarettes, etc.
- Replace old or frayed electrical cords and plugs.
- Remember to turn off irons, heating pads, electric blankets, stove burners, curling irons, etc.
- Take care in the use and disposal of cleaning materials.
- Do not allow grease build up in your ovens, on the stovetop, or on the range hood. (This is the most common cause of fire).
- Do not place furniture or other items against baseboard heaters.
- Test all smoke detectors regularly.

### **Security Hints**

- Keep your doors and windows locked.
- Don't hide an extra key outside the Premises.
- Be careful who you loan keys to.

- Do not allow anyone to enter your apartment unless you have verified that he or she is authorized to enter.
- Develop a close relationship with your neighbors so that you can look out for each other.
- Notify the Landlord of any unlawful entries, thefts, illegal (or potentially illegal) conduct, and other suspicious situations.

### **Pets**

Unless authorized by the Landlord in writing, absolutely no dogs, cats, birds, hamsters, fish or other pets or animals of any kind are allowed within the complex or within the Premises. Friends and relatives are not allowed to bring their pets and animals to visit.

### **Guests and Visitors**

You are welcome to have visitors stay with you temporarily. A temporary stay or visit is one which does not exceed a period of seven (3) days and does not happen on a recurring basis. Exceptions to this requirement can be made by obtaining the prior written approval of the Landlord. Occupancy by persons, other than as identified in your Apartment Lease Agreement, for longer periods is grounds for termination and eviction.

You are responsible for the conduct of your guests and visitors at all times, and conduct by such persons which disturbs the quiet use and enjoyment of the complex by other tenants or violates the terms of your Apartment Lease Agreement can be grounds for eviction.

### **Disturbances**

You have the right to expect that your neighbors will not disturb your quiet and orderly home, and they have the right to expect the same from you. The Premises have been built with the best possible sound proofing but such provisions for quiet via construction materials still requires that you, as Tenant, think of other people when you play the radio, stereo, television, entertain guests, and engage in other activities. We encourage that good relations exist among residents and that you do nothing in or about the complex which will interfere with the rights, comfort, or convenience of other residents.

### **Quiet Hours**

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

### **Noise**

No one should be subject to excessively loud noise at any time. If your neighbor is making excessive noise, please speak to your neighbor first. If noise continues, notify the Landlord. Loud and boisterous conduct anywhere within the complex that will disturb the comfort of others is strictly prohibited.

### **Threatening Actions**

Use of or threat to use a deadly weapon, assault, threat to do bodily harm, or any arson-related offense will be grounds for immediate eviction and involvement of local law enforcement. A display of firearms in or around your apartment or the complex is strictly prohibited.

### **Service Requests**

Maintenance problems are often less expensive to correct when they are dealt with promptly. We urge you to notify the Landlord as soon as possible when you have any maintenance that needs to be done in the Premises by using the Maintenance Repair Request form available to you from the Landlord (online reporting will be available).

If you have a maintenance emergency (e.g., no heat, burst pipes, etc.), please call the Landlord at any time. If the Landlord is unavailable, call the emergency number provided. If your maintenance issue is not an emergency, please confine your requests for maintenance to office hours so as to not unnecessarily disturb the Landlord.

In general, the upkeep of the Premises is your responsibility, while repairs to the apartment building are the responsibility of the Landlord. If repairs are due to normal wear and tear, there will be no charge to you. However, if repairs are necessitated by your conduct, or that of your guests or invitees, you will be charged for all labor and materials necessary to make such repairs, and you will be expected to pay for those charges within 20 days unless other arrangements have been made with the Landlord.

### **Exterminating**

Please call the Landlord immediately if you notice any pests. There will be no charge for this service unless the pests are present as a result of your conduct. If your neighbors have pests, the Landlord may wish to exterminate your apartment unit as a preventative measure.

### **Garbage Removal**

For your convenience, a trash receptacle(s) are located on Premises. Place all trash in plastic bags or other secure containers, and then place the bags or containers inside the designated trash receptacle(s).

### **Snow Removal**

During the winter months, snow will be plowed in the parking lot. All tenants who own motor vehicles must cooperate in this regard, and are expected to move their vehicles when snow removal equipment arrives as requested by Landlord/management.

### **Parking and Vehicles**

Ample parking is provided for each apartment and is available to tenants. Overnight visitors/guests must acquire a temporary parking pass so as to avoid towing. You may park only in designated parking areas, as other areas are reserved to provide adequate fire lanes, handicapped convenience, or to facilitate trash removal. Vehicles that are parked in restricted areas may be towed away at the owner's expense. Some additional parking lot regulations are as follows:

- All vehicles must be operable and licensed or shall be removed at the owner's expense.
- Washing vehicles is not permitted within the complex. Mechanical work, oil changes, and all other repair work is strictly prohibited.
- Trailers, campers, boats, and other recreational vehicles may not be stored in the parking lot without the prior written approval of the Landlord.
- Motorcycles, motorized scooters, minibikes, and the like are permitted to be parked and used on roadways only.
- Bicycles are not to be ridden on the sidewalks or lawn and must be parked in bike rack(s) when not in use.
- For safety reasons, bicycles, big wheels, and the like are not to be ridden in the parking lot, except when going to or from the Premises to or from an area outside the complex.

### **Exterior Property**

Trees, shrubbery, grass, and plants are a vital and valuable part of the complex. You are liable for damages, if you or any of your family, visitors, or guests mutilate, deface, or otherwise cause damage to the landscaping. The front lawns of all buildings should be kept clear of personal property. No signs, advertisements, notices, or other lettering may be exhibited, inscribed, painted, or affixed by you on any part of the outside or inside of your apartment or the apartment building. No awnings or other projections may be attached to or protrude beyond the outside walls of any buildings unless placed there by the Landlord. No radio or television aerials or wires, and no satellite dishes, may be erected in or about or attached to any part of the Premises or the apartment building absent the Landlord's prior written consent.

You should not allow anything whatsoever to fall from the windows, doors, or balconies of your apartment, nor should you sweep or throw from your apartment any dirt or other substance into corridors, halls, ventilators, or elsewhere in the apartment building. No clothing, rugs, or other items may be hung on or over patio fences or balcony railings.

No swing sets or clotheslines may be erected or installed. No wading pools or temporary pools may be utilized unless they are promptly drained and stored after each use. No wading pool or temporary pool may be left unattended for any period of time.

Expenses incurred by the Landlord as a result of mistreatment of the Premises or common areas through neglect or willful abuse by you or any of your family, visitors, or guests will be payable by you on Landlord's demand.

### **Common Areas**

A parent or a responsible adult must supervise children in common areas of the complex. Supervision requires that the parent or responsible adult be physically present at **ALL** times. Parents shall be responsible for safety of children and any willful damage to common areas caused by their children or other family members, visitors, or guests. Parents are responsible for the conduct of their children, their guests' children, and their children's friends. Please do not allow children to leave bicycles, tricycles, skates, skateboards, or toys in hallways or on sidewalks, stairways, or other common areas.

### **Laundries**

Coin-operated laundry facilities will be available to tenants. The Landlord is not responsible for any loss or damage caused by use of any such facility. The Landlord reserves the right to prohibit the use of any laundry facilities to any person who fails to comply with normal precautions and/or posted policies.

### **Decorations**

Decorating walls in the Premises may be accomplished through the use of wall hangings and pictures on Landlord provided screws in Premises walls. You may not use glue, tape, putty, or any other "sticky" substance to hang decorations as such substances will severely damage the walls when removed. Painting, wallpapering, and the use of contact paper and similar substances is not permitted at any time without the prior written approval of the Landlord.

### **Periodic Inspections**

Periodic inspection of your apartment is necessary to ensure an adequate preventative maintenance program, as well as decent, safe, and sanitary housing in general. Inspection of the complex and each apartment may also be necessary by insurance agents, appraisers, loan officers, or potential buyers in the general course of business. You have

authorized the entry into the Premises for the purpose of inspection and maintenance by signing your Apartment Lease Agreement. Please refer to your Apartment Lease Agreement for specific provisions pertaining to such inspections and access.

### **Evictions**

Eviction is a serious matter. No one wants this to happen to you. Therefore, careful consideration will be given to any problems which may cause you to lose your tenancy. However, final solutions for your problems must come from you. The following are some examples of items which, if not corrected, may cause you to be evicted:

- You fail to maintain the Premises in a decent, safe, and sanitary condition.
- You allow a situation to exist which could be considered a threat or dangerous to the health or safety of the complex, its tenants, or others.
- You or any of your family, visitors, or guests disturb the peace.
- You or any of your family, visitors, or guests cause damage to the Premises or to other property within the complex.
- You or any of your family, visitors, or guests display public drunkenness, use illegal drugs, or engage in other activities injurious to the reputation of the complex, including any unlawful conduct of any kind.
- You fail to pay, or pay late, rent and/or other charges.
- You violate or breach any provision of your Apartment Lease Agreement.
- You allow unauthorized persons to stay at the Premises.
- You or any of your family, visitors, or guests harass other tenants or the Landlord.

### **Amendment to Apartment Handbook**

The Landlord reserves the right to change or amend any provision of this Apartment Handbook at any time, with any such change or amendment taking immediate effect. Notice of any such change or amendment shall be provided to all tenants.