



The Commons on Kinnear

RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these “**Rules and Regulations**” for the purpose of preserving the welfare, and convenience of tenants in **The Commons on Kinnear** for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Landlord reserves the right to make changes to these Rules and Regulations or add additional Rules and Regulations from time to time as needed in Landlord’s sole and absolute discretion.

Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

First: If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.

Second: If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.

Third: If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Community for any commercial business or purpose (including child-care services). You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. You will not erect any exterior wires, aerials, signs, etc., in your Bedroom or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
4. **No animals are allowed**, even temporarily, except for animals assisting disabled or handicapped persons and fish in an aquarium that can be no larger than 10 gallons, anywhere in the Premises or the Community without the prior written consent of Landlord. If Landlord allows an animal (a dog or cat), Resident must sign a separate animal addendum and pay all applicable Pet Fees. Landlord will authorize an assistance animal as a reasonable accommodation related to a disability, pursuant to applicable law. Landlord may require a written statement from a qualified professional verifying the need for the assistance animal. Resident must not feed stray or wild animals.

If an unauthorized animal is found anywhere in the Premises or the Community, the following will apply:

First: A written warning will be issued to you specifying the complaint and a **\$250.00** charge will be assessed against you. **The animal must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the animal (s) and for charges incurred for pest control treatment.

Second: Upon a second violation, a **\$500.00** charge will be assessed against you, and we may declare the Lease Agreement to be in default.

5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is

prohibited. Glass containers are prohibited in public Community areas. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.

10. Hazing by any club, group, organization or individual is strictly forbidden. Hazing includes "any act that injures, degrades, disgraces, any fellow student or person. Pledging activities are prohibited.
11. Residents are to treat all neighbors, apartment roommates, visitors, the Property staff, college officials and representatives of the Landlord with courtesy and respect. Verbal abuse will not be allowed including name-calling, swearing, derogatory comments or other language offensive or demeaning to another individual. Physical violence of any type will not be tolerated.
12. Due to the multi-tenant and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
13. You or your occupants or guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents and employees) in or near the community; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife or other weapon in the community in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the community including firecrackers or other combustible materials; using windows for entry or exit; heating the Unit with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others.
14. Resident and his/her guests will not engage in or permit the Unit to be used for criminal activity, including drug -related criminal activity and will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on, or near, the Community. It is YOUR responsibility, not **The Commons on Kinnear's** responsibility, to notify the proper authorities if you suspect a roommate or guest is engaged in illegal activities.
15. Use of vacant bedrooms within the Unit is strictly prohibited. All residents within the Unit will be equally billed monthly rent and charged for cleaning and repair of any vacant bedrooms used in violation of this provision. It is understood that Resident will be occupying the Unit jointly with other Residents, and Residents shall also be held liable for a pro rata share of any damages to the Unit Common Area including, but not limited to, its furnishings, fixtures, walls, ceiling, floor, windows, screens and doors unless the party solely responsible for such damages can be reasonable ascertained.
16. During the months of cold weather, Resident will see that the heat is not cut off and the thermostat shall not be set lower than 60 degrees Fahrenheit and Resident shall take any other necessary steps to prevent bursting of water pipes serving Apartment. Resident shall be liable for any and all damages caused by failure to take such reasonable precautions including damage to personal property of others. Residents must keep utilities (electricity, water, etc.) turned on throughout the term of the Lease to maintain the appliances in operating order and provide heat in cold months. During vacations, DO NOT TURN OFF POWER, power affects refrigerator – food spoilage, heat-water pipes and security systems (if applicable). Any damages from utilities being turned off until Landlord gains possession shall be paid by Resident. If Resident chooses not to live in the Apartment at any time during the term of this Lease, Resident is still responsible for his/her portion of all utilities until end of Lease Term.
17. In the event of power failure, Resident(s) shall check the circuit breaker inside the Apartment before reporting such power failure to Landlord.
18. Smoking or vaping of any form is not permitted in the Apartment, landing house/community building or other recreational areas. Smoking is not permitted within 15 feet of any Apartment or community building entrance/exit. All cigarette butts and e-cigarettes must be disposed of properly. Water pipes and other smoking apparatus such as Hookahs are strictly prohibited, you will be in default of your lease and your lease may be terminated immediately if you are found to be in violation of this rule.
If you are found smoking in the Apartment Community, the following will apply:
First: If there is a violation we will issue a written warning to you outlining the violation.
Second: If there is a second violation, you will be assessed a fine, commensurate with the offense in the amount of \$250.00, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease.
Third: If there is a third violation, you will be assessed an additional fine of \$500.00, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease.
Additionally, you will be responsible for all charges incurred due to smoke damage, including but not limited to: new paint throughout the entire apartment, new blinds where needed, cleaning and/or replacement of carpet and furniture, discoloration, etc.
17. Parking is by permit decal and only in specified areas. Resident will be charged for replacement of decal. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
18. All keys belong to us and must be returned to us by the end of the Lease Term. Keys will be given out in person to tenant only on or following Resident's lease start date as listed per the lease agreement, and Resident must show proof of identity with valid ID. Charges will be assessed to the Resident account for any key lost or not returned to us. Locks are changed at a cost per lock. A fee will be assessed for lock-outs to your Resident account.
19. You must comply with any Rules and Regulations posted within the Community.
20. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container.

21. The Apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. No trash or garbage accumulation is allowed in or around the Apartment including the patio/balcony. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to \$100 for each item that we must remove.
22. You will not remove any of our property including furniture or appliances from any public areas or from the Apartment, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Apartment without our prior written consent.
23. You must not keep any items on the patio other than patio furniture. It is a direct violation of the lease to keep any of the furniture provided to you by **The Commons on Kinnear** on the patio.
24. As a convenience, we may accept USPS/UPS/FedEx Packages on your behalf, however, we will not be held responsible for accepting the packages in the event of theft, damage, or other loss. You must show your valid picture ID to retrieve your package. All packages must be picked up within 72 hours or will be returned to the appropriate delivery company. Management approval is necessary prior to delivery and acceptance of all large packages, such as luggage, furniture, tires, etc. by the Leasing Office. All large items will need to be picked up within 24 hours of delivery to the Leasing Office.
25. Guests are allowed to visit but must abide by all rules and regulations stated within this lease and posted within the Community. Furthermore, no guest is allowed to stay overnight more than three days every 30 days.
26. Your guest must be accompanied at any time by you in the Apartment or on the premises including but not limited to pool, clubhouse and any other amenity area. Any guest found on property without a Resident will immediately be asked to leave the Community.