

Community Policies Addendum

“EVERGREEN COMMUNITIES” built before 2010

THESE ADDENDUMS/POLICIES shall become a part of the Lease or Rental Agreement (“Agreement”) for Apartment Number _____ (“unit”), at _____, as Owner (Owner) and _____ the resident(s) (“you”), whether one or more.

COMMUNITY POLICIES:

1. Smoking is **prohibited** in the halls/corridors of the buildings, stairwells, elevators, common areas, clubhouse, or front patio of the clubhouse.
2. If you have oxygen in your apartment, it is your responsibility to use a door hanger on the outside of your door for other residents and the emergency units to be aware.
3. Maximum speed on the property is 15 mph.
4. Hallways and patio areas may not be used as storage areas, clotheslines, television antennas, etc. Management considers any of these a violation of your lease contract. For apartments with alcoves, no items may protrude outside of the alcove. For apartments without alcoves one item is allowed to be hung or placed on each side of the door. Any items placed in common areas must have management’s written approval.
5. Sidewalks, hallways and stairs should not be obstructed for any reason.
6. Car washing and car repairs are prohibited on the property.
7. Door to door solicitation is prohibited.
8. If offered, door to door trash pickup is provided on the following days circled: Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, between the hours of 7:00 – 9:00 a.m. The trash needs to be tightly closed in plastic bags with no holes. Please no loose trash including newspaper will be picked up. Trash outside of any door at any other time or on any other day is prohibited and considered a violation of your lease contract. Violations are subject to a \$25 fine.
9. All audio equipment must be played at a reasonable level. Excessive noise will not be tolerated inside or outside the dwelling. Please be mindful of others when entering or exiting buildings and walking down hallways.
10. Residents must accompany any guest of any age, while visiting the pool area, clubhouse, computer room, or any other common area. No skateboards, roller skates, or roller blades may be used on property.
11. For those properties that have assigned parking, all residents need stickers on their vehicles and must park in their assigned space.
12. If you have a satellite dish you are required to pay \$100 deposit & have proof of insurance. The location and installation of a satellite dish must be approved by management prior to installation. Please see office for further details.
13. No gas or charcoal grills are allowed on the patios. There is a grill(s) in the common area for residents use. Please use the drip pan to keep from spotting the concrete. Please allow charcoal to cool & dispose of after each use.
14. After hours maintenance emergencies are reported by calling the management office. The after hours voice message system will prompt you to forward your telephone number to the property technician. Please make sure it is a maintenance emergency and cannot wait until the regular office hours. As always for personal emergencies call 911.
15. Residents will be charged \$25 for a lockout after hours.
16. If you lose your keys and need your locks changed you will be charged \$25. Any additional keys will be \$2 per key.
17. Residents may not use electricity in any area outside of their apartment home.
18. Garages and storage units can only be used for parking and storage, respectively.

BUSINESS CENTER POLICIES:

1. Documents are to be saved on resident’s own disk and not on the hard drive.
2. Documents saved on the hard drive will be deleted.
3. Complimentary copy and local fax services are available; however, a calling card must be used for long distance fax services.
4. Owner and management are not responsible for any lost or damaged documents.
5. Resident will be held responsible for any equipment damaged while using the Business Center.
6. For resident use only: resident I.D may be requested.
7. **IN CASE OF EMERGENCY, DIAL 911.**

COMMUNITY GARDENS

1. The community garden is for the enjoyment of all residents. Please note that unless otherwise specified the garden is first come first serve.
2. Residents are limited to one spot unless permission is granted from the office for additional space. Consideration should be given to other residents which may want to garden as well.
3. Management is not responsible for damage to plants, missing or removed plants, fruits, vegetables, personal items, etc.
4. Residents should not take plants, vegetables, or fruits that are not their own. Please respect the labor and gardening of your neighbor.

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FITNESS CENTER POLICIES:

1. The fitness center is provided for the use of residents and their guests only.
2. No person under 16 years of age is allowed without adult supervision.
3. Owners, management or personnel of this community are not responsible for any accident or injury resulting from the use of this facility or the equipment.
4. Please report any malfunctions of the equipment to management immediately.
5. This apartment community is not responsible for any lost or stolen personal items.
6. No alcoholic beverages or smoking allowed in the fitness center.
7. Please consult a physician prior to starting on any exercise program.
8. **IN CASE OF EMERGENCY, DIAL 911**
9. Refer to instructions posted in fitness center.
10. Doors to fitness center must remain closed at all times.
11. Do not remove or change the location of equipment.
12. Do not monopolize equipment.
13. All guests must be accompanied by a resident.
14. No more than two guests allowed per resident.

SWIMMING POOL POLICIES:

1. Pool hours are from 10:00 a.m. to 10:00 p.m. daily.
2. Children under the age of 16 must be accompanied by an adult at all times.
3. No glass objects allowed in the pool area.
4. Safety equipment is to be used only in the event of an emergency.
5. No running or horseplay in the pool area.
6. The pool is restricted to use by community residents and their guests. Only two (2) guests allowed per resident. Resident must accompany guest(s).
7. Music is to be played softly so as not to disturb others.
8. Drunkenness or obscene language will not be tolerated.
9. Swimmers with open sores or wounds are not allowed in the pool.
10. Swimmers should shower before entering the pool.
11. All swimmers must wear proper swimwear. Cut-offs are not permitted.
12. No pets allowed in the pool area.
13. Management may deny the use of the pool to anyone without notice.
14. **IN CASE OF EMERGENCY, CALL 911.**
15. No lifeguard on duty.
16. Private parties or cookouts will not be permitted at any time unless approved by management.
17. Management may at their discretion set specific hours that minors are allowed to use the pool or other common areas. Management also reserves the right to insist that anyone leave the pool or other common areas if their behavior is deemed unsuitable or potentially harmful to others.

COMMUNITY ROOM POLICIES:

The Community/Multi-Purpose/Dining Room, coffee shop, arts and crafts room and business center cannot be reserved for money-making events or private events to the benefit of one resident while excluding others and should remain open to all residents. No functions that profit an individual resident will be sponsored, promoted or advertised by us in the newsletter, bulletin boards, etc. This does not apply to functions that benefit all; such as, outside vendors or community garage sales. Outside vendors must be present at any event they are sponsoring. Resident-led activities may be on the calendar/newsletter if the event does not in any way profit the resident or promote any business to which the resident is affiliated.

ACCESS GATE:

1. **Report damage or malfunction:** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.
2. **Gate Damage:** If you or your family, guest or invitees through negligence or misuse damage the gates, you are liable for the damages under your lease, and collection of damage amounts will be pursued.
3. **Personal injury and/or personal property damage:** Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100% successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees of crime is the sole responsibility of residents,

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occupants and law enforcement agencies. You should first call the police (911) if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death, damage or loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right modify or eliminate security systems other than those statutorily required.

Precautions when using the vehicle gates:

1. Always approach entry and exit gates with caution and at a very slow rate of speed.
2. Never stop your vehicle where the gate can hit your vehicle as the gate opens or closes.
3. Never follow another vehicle into an open gate. Always use your remote to gain entry.
4. Never get out of your vehicle while the gates are opening or closing.
5. Never force the gate open with your vehicle.
6. If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
7. Do not operate the gate if there are small children nearby who might get caught in it while it opens or closes.
8. If you lose your remote, please contact the office immediately.
9. Do not give your remote to a non-resident/occupant.
10. If your telephone number changes, please contact the office prior to the change.

CRIME DISCLOSURE AND SECURITY SYSTEM: Owner may have provided alarm systems, emergency alert buttons, courtesy patrols, pedestrian gates, controlled-access, vehicle gates, cameras, etc., if applicable. Such systems are not a guarantee of your personal safety and are not a guarantee against criminal activity. Owner assumes no duties of security except to proceed with reasonable diligence to repair such systems after written notice from the resident. Courtesy patrols and Owner’s representatives cannot physically be every place at every time at every moment of the day. Also, courtesy patrol personnel are independent contractors; they are not employees of the Owner. The system referred to above must not be relied upon by the resident as working all the time or for personal security. There will invariably be breakdowns of anything mechanical or electronic in nature; and criminals can circumvent almost any system(s) designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may malfunction and that the person(s) responsible for them are not infallible. **REMEMBER, Owner DOES NOT OFFER SECURITY OF ANY TYPE. CRIME IS EVERYWHERE. WE DO NOT GUARANTEE YOUR SAFETY. NO AGENT OR MANAGER OF Owner MAY ALTER OR MODIFY THIS AGREEMENT.**

ELECTRIC COMPANY: If applicable at my property, I agree that I have transferred the electric service into my name. I further agree to pay Owner any electric service charges incurred to the property after my move-in date. I also understand that keys will not be issued for the apartment until I have provided written documentation to management that the electric service has been turned on in my name with account number and the date service will begin. Account # _____ . Date service will begin: _____.

HEALTH RELEASE: In the event the resident becomes incapacitated to where it prohibits their return to live at the subject property, the resident can request from the Owner to terminate their lease. The early termination fee due to death is a paid thirty day written notice. In the event of death, the proper person to give notice of termination would be the emergency contact person (s) listed on the TAA Lease Application. In the event of incapacitation or suffers from severe illness, documentation of such illness and written proof that the resident is moving to an assisted living or skilled nursing facility must be provided and approved by the Owner prior to early termination of the apartment lease contract. The early termination fee due to incapacitation or severe illness is thirty (30) days written notice and a reletting fee equal to 85% of one month’s rent. In the event of death or incapacitation if there are damages to the apartment that exceed the amount of the security deposit, the Owner will also seek payment for the difference. Resident agrees to reimburse Owner for all concessions received for move-in if apartment lease contract is not fulfilled.

LEGAL DESCRIPTION:

PACKAGE RELEASE: It is our pleasure to accept your packages under the following conditions:

1. We do not accept C.O.D. deliveries.
2. We will not be responsible for perishable items left in the office.
3. We will not be responsible for packages delivered to our office for any reason including damage or loss.
4. It may be necessary for you to provide I.D. when picking up a package.

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The office has limited space available for storing packages. Please pick up your packages within five (5) business days of delivery. Due to the liability involved, the management office will only be able to accept packages from commercial delivery services such as UPS, Federal Express, etc. By accepting a delivery, neither the apartment community nor its employees accept responsibility or liability for the delivery. By initialing this addendum you release the apartment community from all liability for accepting and storing packages.

PARKING REQUIREMENTS AND OWNER'S AUTHORITY TO REMOVE UNAUTHORIZED VEHICLES: The Owner reserves the right to limit the number of vehicles permitted per apartment home. All resident vehicles must be registered with the management office. A vehicle must be a passenger vehicle and limited to a car, SUV, and standard pick-up truck. Motorcycles will also be permitted. Boats, jet skis, campers, recreation vehicles (RV), and trailers are prohibited. Residents must have a parking permit that will be issued by the management office and displayed in the vehicles low rear window on the driver's side. The management office may also issue temporary guest parking permits during regular business hours. The guest permits will be valid for one twenty-four hour period. The guest permit must be displayed by hanging it from the interior rear view mirror of the vehicle and immediately returned to the management office after use. No more than three guest parking permits will be issued per week per apartment home. In regards to properties that have assigned parking, residents will only be allowed to park in their assigned parking space or in the guest/general parking area. All guest vehicles will only be allowed to park in the guest/general parking area. Any violation of these policies will result in either the vehicle being removed from the property by the management office or its agents or ticketed by the local police department without notice and at the vehicle Owner's expense.

PETS: Resident agrees if they decide to bring a pet with them at move-in or at any time during their lease they must sign a Pet Addendum at that time. There is a 2 pet maximum per unit and a 30 pound maximum weight per pet. Resident must pay a required pet deposit of \$150.00 per pet and monthly pet rent of \$10.00 per pet. All pets must fall within the Owner pet guidelines and be approved by management. No more than two pets (dog or cat) per apartment. They need to be registered with the city and have all required shots. Pets are required, by city ordinance, to be on a leash and attended by the Owner at all times while outside the dwelling. No dog or cat shall be staked and left unattended at any time. No pets allowed in the pool area or the community center. Pets are to be walked within the designated areas of the property. Pet Owners are required to pick up all pet defecation. Please deposit animal waste and/or litter in the receptacles provided and located throughout the property. If management determines that any pet Owner is in violation, a \$25.00 fine will be charged to their account after the first warning. Thereafter, the fine will be \$50.00, which will be charged to your account for each offense.

REMOTE GATE OPENER: Each lease holder listed on the lease agreement shall be provided one remote gate opener for a deposit of \$30.00 each. Should additional remote(s) be requested a deposit of \$30.00 will be required before an additional remote can be issued. The deposit is general for all purposes and is refundable upon move-out if no outstanding charges are owed. Should a remote be lost, stolen, or damaged in any way (sun, heat & etc.) or not returned at move-out, resident(s) will be charged \$30.00 for each replacement remote. Resident(s) understand that the remote they are receiving is in good working condition. It is understood that we expect it to be returned in the same manner or your deposit will be charged. Gate Remote #: _____ & _____ . Vehicle Sticker # _____ .

SCHEDULED TRANSPORTATION SERVICES:

Transportation is offered as a matter of convenience for the residents residing in this apartment community and/or their guests who have been authorized to ride with them (hereinafter collectively referred to as “Passenger”).

While the property and the driver will make every effort to accommodate the needs of the Passengers, no guarantee is made regarding transporting the resident to or from any intended destination. The Passenger understands that the driver has a responsibility to all other Passengers and the property such that the driver cannot guarantee a particular schedule. If the resident is not in the designated location at the agreed-upon time, the driver may wait, but has discretion to continue without the passenger if the driver believes it to be necessary for scheduling purposes.

Passengers of the transport vehicle are expected to follow safety rules and regulations in order for Passengers to arrive to and from their destinations safely. Transportation is a privilege and this privilege may be revoked if any Passenger chooses not to follow the safety guidelines.

I, the undersigned resident, agree that I have read all of the foregoing rules and regulations regarding travel on the property's bus or vehicle. I believe they are a good idea and further agree to comply with them and any amended or subsequent rules or procedures as may be adopted by the Property from time-to-time

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WATER COMPANY: If applicable at this property (refer to lease) I agree that I have transferred the water service into my name. I further agree to pay Owner any water service charges incurred to the property after my move-in date. I also understand that keys will not be issued for the apartment until I have provided written documentation to management that the water service has been turned on in my name with account number and the date service will begin. Account #_____. Date service will begin: _____.

RELEASE, CONSENT AND INDEMNITY:

Liability: Owner, their respective successors and former and present affiliates, parent or controlling entities, subsidiaries, predecessors, insurers, employees, agents, representatives, officers, directors, partners and contractors will not be liable for and shall be released from all losses or claims known or unknown caused by but not limited to any and all activities, services and/or transportation, liability damages (including actual, consequential, and punitive), deficiencies or penalties of any nature or description arising from harm to, impairment or loss of property or its use, injury to or death of the resident or personal injury other than gross negligence of Owner, their respective successors and former and present affiliates, parent or controlling entities, subsidiaries, predecessors, insurers, employees, agents, representatives, officers, directors, partners and contractors acting in the course and scope of their employment by or affiliation to the Owner. You the resident will indemnify, defend and hold harmless the Owner, their respective successors and former and present affiliates, parent or controlling entities, subsidiaries, predecessors, insurers, employees, agents, representatives, officers, directors, partners and contractors from any liability, including costs and attorney’s fees, due to death, loss or damage to the person or property of you, your guest, invitee or others present in your unit or at the Evergreen community with your consent attributable to any cause other than Owner’s gross negligence or the gross negligence of Owner, their respective successors and former and present affiliates, parent or controlling entities, subsidiaries, predecessors, insurers, employees, agents, representatives, officers, directors, partners and contractors acting in the course and scope of employment.

YOU, THE RESIDENT, ACKNOWLEDGE THAT THIS LEASE AND LEASE ADDENDUM CONTAINS PROVISIONS RELEASING OWNER FROM LIABILITY AND/OR INDEMNIFYING AND HOLDING HARMLESS OWNER FOR, AMONG OTHER THINGS, OWNER’S OWN NEGLIGENCE.

COMMUNITY POLICIES ACKNOWLEDGEMENT:

These community policies apply to all residents, occupants, and guests. A violation of these policies entitles the Owner to terminate residents and all occupants right to occupancy.

I have read and understand the above policies. I also understand per the lease contract that I have signed, these policies can be changed, amended, or added to at the “Owner’s” discretion, and will become part of the lease. I agree to abide by such alterations, amendments or modifications. It is further understood, that signature of this acknowledgement will be authorization to make the provisions specified within the policies as a permanent part of this lease. I have read and agree to all conditions, addendums or requirements above.

We are committed to maintaining the highest standards of living for all of our residents and their guests. Thank you for your cooperation in helping us achieve this goal for your community.

Resident or Residents

(All residents must sign here)

Owner or Owner’s Representative

(Signs here)

Date of Lease Contract Apt No.

You are entitled to receive an original of this Lease File Paperwork Addendum after it is fully signed. Keep it in a safe place.