



REGENCY
MULTIFAMILY

RESIDENT HANDBOOK

Welcome

We are pleased that you have chosen a Regency Multifamily community as your new home. This Resident Handbook is for the benefit of all residents. Many questions you may have are answered in this handbook. As management and staff, it is our job to ensure your apartment home is an enjoyable one. We take pride in maintaining a pleasant environment for all our residents. If you have questions after referencing this handbook, please contact the community office.

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NEW MOVE-IN INFORMATION

1. Move-In Utility Requirements

All utility services that are not paid by Regency should be in your name the date your lease starts. A fee will be assessed if the utility service is not in your name. If at any point during the lease term the resident paid utility service either becomes inactive or is placed onto Regency's account, you will be in violation of the lease. At that point, you may be subject to eviction or other legal proceedings.

2. Contact Information

Regency will initially acquire all necessary contact information via the application and leasing processes. From that point on, please keep us informed of any and all changes or updates to that information in your resident portal available at <https://rmf.mriresidentconnect.com/>. This includes, but is not limited to, phone number(s), email address(s), vehicle(s), license plate(s), forwarding address(s), and emergency contact(s).

3. Required Liability Insurance

WE REQUIRE you to have liability insurance as a lease and move-in requirement. You will be required to provide proof of coverage, updated annually. You can find further details in your lease or by contacting the community office. Your policy must list Regency Management Service as an "Interested Party" with the following address:

**Regency Management Service
PO BOX 757
Pickerington OH 43147-0757**

WE STRONGLY RECOMMEND THAT YOU SECURE ADDITIONAL RENTER'S INSURANCE for losses to your personal property or personal injuries due to theft or other criminal activity, fire, water damage, etc. Regency shall not be liable for injuries or damages to persons or property sustained by you, your family, employees, agents, visitors, or other persons.

The required liability coverage and optional renter's insurance coverage are available to you through Multifamily Insurance Partners, a renter's insurance specialist. All residents are **automatically approved** for coverage by our preferred provider and these policies have our "interested party" lease requirement automatically included.

Residents can enroll by calling (855) 846-9278 or going online at www.MfipLiving.com.

COMMUNITY GUIDE

4. Move-In and Move-Out Procedures

- a) **Move-In Procedure:** Upon request, you will be provided a Move-In Check List to itemize the apartment condition and any deficiencies. This checklist will serve as a permanent record of apartment condition and will be utilized in assessing apartment damage, if any, when you vacate the apartment. If requested, a joint inspection will be conducted with you and a management representative on the day that you move in. If you notice any additional items within 10 days of initial move-in, please contact the community office to have these items added to the inspection.
- b) **Move-Out Procedure:** Please let us know as soon as you have decided to move. We require that:
- All rent and fees be paid in full.
 - The apartment is returned in good and clean condition except for normal wear and tear.
 - All apartment and supplemental keys, key fobs, or garage openers be returned to the office on or before the specified move-out date scheduled with the office.
 - A forwarding address must be provided for all residents.
 - All your personal property is removed upon vacating the apartment. All personal property that you leave upon vacating the community shall be deemed abandoned and Regency will have the right to remove and dispose of such items. Fees may be assessed for disposal and/or storage of your property.
 - Upon request, a joint move-out inspection (you and a Regency representative) can take place on the date of move-out.

Any cleaning and/or damage repair fees will be charged at our cost plus a \$30/hour labor fee with a one hour minimum.

5. Smoke-Free Apartment (if applicable)

Apartments leased in a smoke-free building must adhere to the following policies and rules:

- **Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, lighted cigarette, e-cigarette, vaping device, or other tobacco, marijuana, or hazardous product in any manner or in any form.
- **Smoke-Free.** You agree and acknowledge that the apartment has been designated a smoke-free living environment. You and members of your household shall not smoke anywhere in the apartment, and you will not permit any of your guests or visitors to do so.
- **You will Promote No-Smoking Policy and Alert Us of Violations.** Please inform your guests of the no-smoking policy. Further, we encourage you to give Regency a written statement of any incident where you have knowledge of the smoke-free policy being violated.

- **Regency Not a Guarantor of Smoke-Free Environment.** You acknowledge that Regency's adoption of a smoke-free living environment, and the efforts to designate the premises as smoke-free, do not make us a guarantor of your health or of the smoke-free condition of the your apartment and premises. We reserve the right to amend the smoke-free policy in breezeway areas and apartments at any time. However, we shall use our best efforts to enforce the smoke-free terms of leases and to make the premises smoke-free. Regency is not required to take steps in response to alleged smoking unless we have actual knowledge or written notice of smoking violations.
- **Other Residents are Third-Party Beneficiaries of Your Agreement.** You agree that the other Residents of the community are third-party beneficiaries of your smoke-free lease with Regency.
- **Material Breach.** A material breach of this policy shall constitute a material breach of the lease and grounds for immediate termination of the lease by Regency. You will be responsible for all damages and costs associated with termination of lease due to material breach.
- **Disclaimer by Regency.** You acknowledge that Regency's adoption of a smoke-free living environment, and the efforts to designate the premises as smoke-free does not in any way change the standard of care that Regency would have to a resident's household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Regency cannot and does not promise that the community or apartment will be free from secondhand smoke. You acknowledge that our ability to police, monitor, or enforce this lease clause is dependent in significant part on voluntary compliance by Residents guests.

6. Guests

You are responsible for the safety and actions of your guests, family, and friends. You must always supervise your guests while they are at the community and while they are using any community amenities. Any violation by your guests will be considered a violation by you. Regency retains the right to exclude guests or others who, in our sole judgment, are violating the law, your lease or any of these or other rules of the community. We may also exclude a person who refuses to or cannot identify himself or herself as your guest. Guests are not allowed to spend more than 14 consecutive days without Regency's approval. Please notify us of any anticipated extended stay by a guest. Guests should park in designated visitor parking areas.

7. Signage

No banners, signs, advertisements, or notices shall be exhibited, inscribed, painted, or affixed on any part of the outside of your apartment or any building. There shall be no signs placed or visible in any window.

8. Away/Vacation

If you are on vacation or away from the apartment for more than 14 consecutive days, then:

- Please notify us of the dates that the apartment will be unoccupied.
- Mail should be put on hold with the United States Postal Service or redirected to an appropriate address.
- Newspaper subscriptions should be suspended until the date of return.
- The heat should be left on and the thermostat kept at a minimum of 55 degrees between the months of October through March.
- In months April through September, we recommend that the air conditioning be left on to a maximum setting of 80 degrees to reduce humidity levels in the apartment and reduce the risk of mold growth.

9. Redecorating

Your apartment has been cleaned and painted prior to move-in. Alterations or painting made without written permission will be chargeable to you. Please do not use the sticker type hangers since the adhesive is difficult to remove from the wall without leaving a mark and damaging the wallboard itself. We prefer that you use finishing nails. No wallpaper may be used. Walls must be returned to their original condition prior to move out. No “contact paper” may be used in the cabinets. Please use rubberized shelf liner.

10. Balcony/Patio/Porch

Only outdoor or patio approved furniture may be placed on balconies and patios. All porches, patios, and balconies must be kept neat and clean. Please do not hang laundry outside. For safety reasons, do not hang or place plants directly on top of balcony railings. Catch basins must be used underneath all potted plants kept on the patios. Decks or patios may not be used for the storage of trash, vehicle parts, boxes, coolers, recyclables, mops/brooms, or other items that may be deemed unsightly by the property management. Tarps may not be used to cover items on decks or patios. Violations to this policy may result in fines of \$30 per day and potential added charges to remove unapproved items.

11. Grills

Your local laws will dictate your community's grill policy. Contact your community office for details.

12. Solicitors

Your apartment community does not allow door-to-door solicitors of any type. If you are approached by solicitors, please contact the community office.

13. Package Acceptance

It is our pleasure to accept your packages from the postal service, UPS, or any other delivery service under the following conditions:

- We will not accept Cash on Delivery items or certified mail.
- We cannot be responsible for packages delivered in damaged condition or perishable items left in the office.
- Our staff will ask for identification before releasing packages to residents or occupants unless your property has an automated package room.
- You will be asked to sign a package log at the time of pick up.
- Packages not picked up within 14 days of delivery will be subject to return or disposal.

14. Disturbances and Resident Complaints

As stated in your lease, you will not operate a radio, stereo equipment, television, or musical instrument in any manner which might disturb other residents. Social gatherings of residents and their guests are welcomed provided they do not disturb their neighbors or property. Nothing should be done in or about the building which will interfere with the rights, comfort, or convenience of other residents. Repeated violations of this policy will result in a \$200 fine and possible eviction.

Resident complaints are considered an opportunity to solve problems and retain satisfied residents. To register a complaint after regular office hours, please call the after-hour service. Your name, apartment, and telephone number are required when reporting. Appropriate action will be taken according to our company policy to help rectify the complaint.

15. Apartment Upkeep

The apartment must be maintained by the residents in a clean, sanitary manner and be free from objectionable odors. No trash or other materials may be accumulated which may cause a nuisance, hazard or be in violation of any health, fire or safety ordinance or regulation.

Residents should not leave waste or litter, including papers, cigarette butts, and trash in the common areas except in designated containers. Do not store household trash outside of the apartments or on patios. If items are found and disposed of by community staff, then you will be charged a \$30/hour labor fee with a one hour minimum.

Personal items may not be stored outside of the apartment front door or in any other common areas. Management or maintenance personnel may dispose of items left in the common areas without notification or liability.

16. Fire Extinguishers and Smoke Alarms

All smoke detectors and fire extinguishers (if applicable) have been checked to ensure that they are working before you move in. Residents agree to notify management in the event there is any problem with smoke detectors, emergency lighting in the common areas, or fire extinguishers. Smoke detectors and other fire safety equipment are provided for your safety as well as the safety of others. If you damage or inactivate a smoke detector or fire alarm, then you will be charged for its repair or replacement.

In the event of a fire, leave the apartment immediately and call 911.

LEASING AND RENT

17. Payment of Rent

a) Methods

- Electronic Check or ACH debit: Via our Resident Portal website at <https://rmf.mriresidentconnect.com/>. An automatic payment option is available.
- Personal Check, Money Order, Cashier's Check: You may pay in person at the community office or through the mail.
- Credit Card: Via the Resident Portal website, a Convenience Fee will be charged.

b) Due and Delinquent Dates

- Rent is due on or before the 1st day of each month.
- If we have not received your rent by the 3rd day of the month, then a \$40.00 late fee will be charged. There are no exceptions to this timeline. Weekends or holidays do not extend your time to pay. The online payment system is generally available 24 hours a day and 7 days a week.
- Rent is not considered received if the payment is returned for non-sufficient funds, rejected, does not clear, is stopped, or is uncollectible for any reason.
- For any balance remaining unpaid by the 9th day of the month, a second late fee of \$20.00 will be charged and a Landlord's 5 Day Rent Demand served.
- Any balances not paid by the 15th of the month will be subject to IMMEDIATE legal proceedings and eviction as outlined by your lease agreement. All associated attorney and court filing fees will be added to the amount due. At that point, no partial payments will be accepted.

18. NSF (Non-Sufficient Funds)

If any form of payment is returned unpaid by the issuing financial institution due to insufficient funds, then you will be charged an NSF fee of \$50 in addition to the late fee up to \$60. After two NSF checks are received, all future payments must be in the form of cashier's check or money order.

19. Apartment Transfer

In certain circumstances, when approved by Regency, apartment transfers within a property are possible. Specific terms governing such a transfer are available in the office.

20. Subletting

You shall not sublet the premises or any part thereof during the term of the lease, without the express written consent of Regency.

21. Assignment

In the case of an assignment, you surrender all legal rights to the apartment. All current resident(s) surrender the total sum of all deposits to the new resident(s). The assignment term must fall within the limits of the current lease term. It is your responsibility to find the individual(s) intending to take over the lease to the apartment. The incoming individual(s) must meet all Regency application selection process and lease requirements. A new lease must be signed by Regency and the new residents. An assignment or lease administration fee will be required. The apartment will be left in an as-is condition for the new resident(s), although it is expected that you will complete basic cleaning and deliver the premises in a good condition. Failure to do so may result in additional cleaning fees. We may, at our choosing, inspect the unit for damage at the time of assignment.

22. Vacation Rentals

Per your lease, you are not allowed to keep any roomers, lodgers, or boarders through such services as Airbnb, Vrbo, or otherwise.

23. Pets

If the community allows pets, you must contact the community office for specific restrictions and guidelines. Pets are not permitted without the express written consent of Regency. Any unregistered pet will result in a \$500 fine (per pet) and may result in eviction. Additional fees and pet rent will apply.

a) Pet Rules

- You must immediately pick up pet's waste and dispose of same or a fine per occurrence will be assessed to you and may result in termination of your lease.
- If your community has a DNA pet waste management policy:
 - All dogs are required to submit a DNA sample.
 - Fines range up to \$300 per occurrence and may result in termination of your lease.
- Pets are not allowed outside of your apartment unless they are on a leash and under the control of a responsible person. Failure to follow this rule will result in a \$50.00 fine per occurrence and may also result in termination of your lease.
- Pets must not disturb the rights, comforts, and convenience of other residents in the apartment community. This applies whether a pet is inside or outside of the apartment.
- Pets must not be tied to any fixed object including walkways, stairs, stairwells, parking lots, grassy areas, shrubbery, flowers, small trees, or any other place within the apartment community.
- You must not leave a pet unattended on a patio or balcony.
- All dogs and cats must be housebroken. Pets may not be fed or given water, or allowed to urinate or defecate, on any unprotected flooring inside the apartment including on the

patio and balconies. For cats, you must always provide and maintain an appropriate litter box.

- You acknowledge and agree that Regency may revise these pet rules at any time, and you will abide by any such reasonable changes.

b) Liability

- You agree to put pets out for board or otherwise remove them from the apartment for the balance of the lease term if:
 - The pet is a nuisance or annoyance, including any excessive noises or odor emanating from the pet;
 - The pet interferes with the rights or enjoyment of other residents;
 - The pet causes any damage.
- Residents are jointly and severally liable and will be responsible to pay for any damage caused by pets to the leased premises, any furnishings, or other property of Regency.
- You will be liable for the entire amount of any injury to any person or property caused by the pet and you will indemnify Regency for all cost of litigation and attorney's fees resulting from same.

24. Garage/Carport/Storage

Residents agree to the following conditions:

- You will not store any article dangerous or detrimental to life or the health of the occupants of the apartment community; nor may there be stored, kept or handled any straw, excelsior, cotton, paper stock, rags, junk or any other flammable material that may create a fire hazard.
- No other locks, keys or other security devices may be added to a storage facility.
- No improvements or alterations shall be made without the prior written consent of Regency and you agree to protect the walls of said storage facility and not to place any nails, screws or hooks upon the doors, floors, cabinets, and walls.
- Any stored goods are not insured by Regency.
- Regency has no liability whatsoever for loss or damage to resident's property whether by fire, theft, vandalism, mysterious disappearance or otherwise while the goods are stored within the storage facility.
- Any stored items shall be deemed abandoned if not removed upon termination of your occupancy of the apartment.
- You must return all garage door openers and/or keys at the end of lease term or lock changing fees will apply.
- Smoking is not permitted in garage or storage facilities.

COMMUNITY APPEARANCE

We strive to maintain an attractive community appearance for which the residents can be proud. We ask that you help maintain our high standards by following some basic rules:

- Dispose of cigarette butts in an appropriate container and not on the ground.
- Dispose of trash in dumpsters provided throughout the property.
- Pick up all personal items from common areas prior to leaving.

25. Satellite Guidelines

The Federal Communications Commission (FCC) has ruled that residents of apartment communities have the right, with certain restrictions, to install a digital broadcasting signal (DBS) satellite dish. Please check with the community office for the following requirements:

- Qualifying address
- Check for reception
- Regency approval
- Installation location
- Mounting requirements
- Dish size and color

26. Bicycles

Bicycles must be parked and stored in designated areas provided or within your rented space including any balcony or patio. If left in public view, bicycles must be kept in an upright position. Bicycles are not to be stored in common breezeways or attached to the exterior of the apartment building. Regency may remove and dispose of bicycles that are stored improperly.

27. Trash Removal

Each resident is responsible for keeping the area around their apartment clean. Litter and trash must be disposed of in the trash containers provided and nowhere else. Please put all trash in closed plastic bags or other secured containers to keep the trash areas neat, clean, and odor-free and dispose of immediately. Large electronic devices, furniture, hazardous materials such as automotive fluids, batteries, tires, or other are not allowed.

Please contact your leasing office for details.

28. Recycling (if applicable)

Please check with the community office if the community offers recycling and for instructions to participate.

29. Windows

Since this apartment community is your home, we ask that you treat it that way. We are proud of our community and want you to have pride in the community as well. We want your home to be an attractive place in which to live and to entertain your guests. We ask that you abide by the following policies to maintain an attractive community, a safe environment, and for the protection of the property.

- If we provided mini-blinds, then you are responsible for replacement or damage during the term of your lease.
- Window coverings must have white or off-white backings so that we see uniformity throughout the community.
- Keep exterior windowsills free of all personal property. Regency must approve of any additions, such as screens, prior to installation.

30. Sidewalks

Regency will take all reasonable efforts to clear parking areas and sidewalks during the snow season. You must take proper precaution when venturing out on to sidewalks and in the parking areas where slick spots may be present. Please keep the bumper of your car from going over the edge of the sidewalks, thereby making it possible to clear the snow from the entire walkway. All sidewalks must be kept completely clear of toys, seasonal decorations, lawn furniture, hoses, plants, and other items.

31. Parking

Except for personal automobiles, minivans, motorcycles, sport utility vehicles, and light-duty pickup trucks, no vehicles (including, without limitation, boats and boat trailers, campers, travel trailers, utility trailers, commercial vehicles, and motor homes) may be parked on the property without Regency's prior written consent. All vehicles must be currently licensed and in good operating condition and must be parked only in the spaces provided for parking. No vehicle repair work may be performed on the property. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, or in entrances or exits. Any violations of the foregoing rules will subject the vehicle to being towed without notice at the vehicle owner's expense. Regency will not be liable for any damage arising because of towing. We may impose parking regulations, including limiting the number of vehicles, requiring the use of parking decals on vehicles, and/or assigning parking spaces. We allow no more than one vehicle for each resident without our prior written consent. Additional parking may be available at additional cost.

MAINTENANCE AND SERVICE

32. Keys and Locks

Please return all keys or fobs to the community office upon vacating the apartment. Do not alter any lock or install a new lock, knocker, or other attachment on the door. Please be sure to take your door key with you whenever you leave your apartment. If you cannot enter your apartment, our maintenance or leasing team may be able to let you into your apartment during office hours. We require photo identification of an individual listed on the lease to gain entry to the apartment or to request a lockout key.

Residents who lock themselves out of their apartment after office hours will be charged a fee of \$50 per occurrence and billed to the apartment account. Only residents listed on the lease who present a picture ID will be allowed access to the apartment. If you attempt to obtain entry without a key, then you will be charged for any resulting damage.

Keys may not be duplicated by any person other than the property staff. All duplicate requests must be given to the community office. There may be a fee associated with the duplicate key request.

Lost keys will result in a lock change fee plus a \$30/hour labor fee with a one hour minimum.

33. Pest Control

We provide pest control service as needed to the entire community. Please contact the community office if you have a specific problem. Please do not leave any food open or dirty dishes in your apartment. These attract insects. Please rinse bottles and cans after use. Never leave garbage and waste in the apartment. Residents will be charged for any pest control problems as a result of the household's negligence.

Bed bugs, cockroaches, and fleas are especially invasive insect species and may pose a health risk to you and those in neighboring units. Left untreated, these insects can get out of control quickly. Do not treat yourself. If you believe there is an issue with any of these insects, please contact the community office immediately.

Upon move-out, if bed bugs, cockroaches, or fleas are found, the resident will be responsible for the cost to mitigate the pest control problem.

34. Service Request Procedure

During office hours, you may request service by phoning the community office, emailing, stopping in, or online using our resident portal. The explanation of the needed service should be as clear and complete as possible. This will help us to give better service and ensure that we fully

understand your request. Our goal is to satisfy your request within 24 hours. If this is not possible, either a leasing team member or maintenance person will let you know as to the reason and the expected date of completion of the service. In some cases, a part may not be immediately available. Every effort will be made to satisfy your request as soon as possible. Please notify us promptly of any needed repairs to equipment or fixtures. If you telephone at other times, when the office is closed, you will be instructed by the answering service the procedure to report an emergency maintenance request. If you do not have an emergency, please refrain from calling after hours and instead call or email the office during normal business hours. Prior to making a service request, we ask that you read the relevant pages of this handbook. These outline a few simple checks which you can make to potentially correct the problem.

In the case of a maintenance emergency, please telephone the community office immediately. If the emergency occurs after the office is closed, then please telephone the emergency service number. Examples of emergencies are:

- No heat in the winter if the temperature inside your apartment is below 60 degrees
- No air conditioning in the summer if the temperature in your apartment is 80 degrees or above
- A plumbing leak or sewer stoppage which might damage personal belongings or the property
- No electricity
- Any condition which might cause a flood or fire (call 911 first)
- No water
- No hot water
- Refrigeration failure
- An odor of gas comparable to rotten eggs (leave the apartment at once and call 911)
- Clogged toilet if you only have one in your apartment
- Property damage such as broken locks, windows, or doors

We ask that you be considerate of our employees during their off hours and only call upon them for service in an emergency. We hope that our service request procedure will provide fast, courteous, and efficient service. If you have any questions about our service request policy, then please contact the community office.

35. Plumbing

If the water is not hot, please report it to the community office immediately. If there are any leaking water pipes, dripping faucets or continually running toilet tanks, please report. You may not use portable laundry washers as they add considerable strain on the building plumbing. We provide laundry areas for your convenience, if applicable.

Please do not waste water by leaving the faucet open for an unreasonable length of time. The sewer system is sufficient to handle all normal drainage. The following items will result in

damage: paper towels, disposable diapers, sanitary napkins, swabs or Q-tips, cat litter, etc. These and similar items must not be flushed. Care should be taken to avoid dropping foreign objects into the toilet. Please do not dispose of grease in the sinks or toilets. All grease should be disposed of with garbage in the proper receptacle. Damage caused by negligence will be charged to you. Should your toilet overflow, immediately stop the flow of water by turning the handle located under the tank in a clockwise direction and then please call the office.

HELPFUL HINTS

36. Electrical Circuit Breakers

During your original move-in please familiarize yourself with the location of the electrical circuit breaker box. Let us know if you are unable to locate it. If the lights go out, please check this circuit breaker box. A tripped breaker must be set to the OFF position and then back to RESET. However, only reset the breaker once before calling the office. If there is a problem with the appliance circuit, repeated attempts may risk damage to the wiring and breaker box or potentially cause a fire. Please check for any condition that may be overloading the circuit. For example, too many appliances on the same circuit may cause an overload. If at any point you feel uncomfortable checking or working with this system, STOP and call the office or after-hours emergency maintenance line for assistance.

37. Water Shutoff Location

During your original move-in inspection, if a joint inspection is completed, work with the community office to familiarize yourself with the location of the water shutoff locations for the plumbing appliances (i.e. toilets) and the apartment unit as a whole. In case of a substantial leak, shutting off the water will reduce damage to both your personal and our property.

38. Flooring

It is your responsibility to care for the flooring in the apartment. Carpeting must be vacuumed often. The vinyl and tile flooring must be swept often and cleaned with non-abrasive cleaning solution. Any stains, rips, gouges, burns, scratches, or tears in the flooring will be charged to you.

39. Heating and Air Conditioning

When changing a thermostat from HEAT to COOL or vice versa, always begin by putting the switch on the OFF position first and then pause five seconds. Then move the lever to the HEAT or COOL setting. Otherwise, permanent damage may result. If the HEAT or COOL cycle does not respond to the thermostat setting, then please check the circuit breakers in the electrical wall panel. Make sure they are ON.

Do not obstruct the furnace or place any items in the furnace closet. You may check the air filter visually to see that it is clean. We replace filters on a regular schedule. Please call the office if it appears that the filter is dirty and needs replacing. Clean air filters aid in energy conservation and result in a more efficient operation of the heating and air conditioning system. Registers are balanced to provide efficient heating and cooling. During seasonal changes they may be adjusted open or closed based on your preferences. Please keep in mind that warm air rises while cool air falls. Please keep all windows, doors, and storm doors closed while the heating or air conditioning is running. Please keep all materials clear of outside condensing units. Check for papers or plastics that may blow against the air intake. Please try to seek a desirable thermostat

setting, then leave it set without frequent changes. If your apartment is unoccupied for a given period, such as a working day or weekend, allow the system to run in your absence. You should not allow the room temperature to fall below 55 degrees or to rise above 85. Otherwise, damage to your personal property and apartment may occur. Do not turn the heat completely off during the cold weather when you are on vacation or otherwise out of your apartment for more than a day. Water pipes may freeze and burst. If this occurs because of your negligence, you will be responsible for any resulting damage.

40. Appliances

Dishwasher - Make sure you do not over-fill the dishwasher. Be careful not to slam the door or push the buttons too firmly. Be sure to use dishwasher detergent only. Even if you do not plan to use the dishwasher it is a good idea to run through a cycle once each month. When the dishwasher is not in use, leave the dishwasher unlocked and cracked open. No portable dishwashers are allowed.

Range - Whether your range is electric or gas, regular cleaning will make things easier for you when you move out. When broiling, reduce excessive grease splatter by covering the bottom of the broiler tray with foil before use. Keep the oven door opened a few inches when broiling. Never place aluminum foil under the burners. Doing so may cause the electric heating elements to short out.

Refrigerator - Clean your refrigerator monthly. Use soap and water (never bleach.) Never leave your refrigerator turned off with the door closed for more than a few hours as mold and mildew may develop. Refrigerators must be left on even when you leave for an extended period or at the conclusion of your lease. If your refrigerator is left off for a long period of time and thereby damaged, you will be responsible for all repairs. Never use screwdrivers, knives, or other sharp items to pick ice away from the freezer compartment when manually defrosting as this may puncture the coolant lines. If this occurs, the refrigerator will be replaced at your expense.

Garbage Disposal - The garbage disposal must not be loaded too heavily. The safety overload on the motor will shut off the unit if it is overloaded. To reset the safety overload, wait at least four minutes for the motor to cool and then push the red button on the motor (in the cabinet under the sink.) Any time the disposal is being used, the COLD water should be running as fast as possible. Even after the disposal is empty let the water run for several seconds to clear the line. If the motor will not start, check the reset, and then call the community office for service. NEVER PUT YOUR HAND DOWN THE DISPOSAL!

How to run your food waste disposal:

1. Turn COLD WATER on to full flow.
2. Push only soft food refuse through the splash guard into the disposal.
3. Flip start switch to ON. Allow disposal to run until shredding sound ceases.
4. Flip switch to OFF.

5. Run COLD water for another minute, and then turn off. Water is necessary to wash the food waste down the drain. Cold water, besides being economical, is necessary because it prevents overheating of the disposal motor.

PLEASE DO NOT DISCARD THE FOLLOWING ITEMS IN YOUR DISPOSAL: metal, glass, plastic, grease, paper, cigarettes, tobacco, bones, banana peels, oyster or clam shells, tea bags (metal staple), dish rags, celery, corn husks, potato peels, onions, rice, coffee grounds, etc. If you cannot chew it, neither can your disposal. If a spoon, bottle cap or other foreign item should be lodged in the disposal, try to retrieve it, but not when the disposal is on. You will be charged if damage is caused by these objects. The disposal is self-cleaning. Please do not use caustic drain cleaners at any time. A lemon or orange rind or baking soda will keep it odor free. Keep the cover on the drain when not in use to prevent foreign material from accidentally dropping into the waste disposal unit.

41. Light Bulbs

All lights have working bulbs and are functional when you move in. Replacement is your responsibility, including appliance bulbs. All lights will need to have working bulbs and be functional when you vacate your apartment as well.

42. Lost and Found

Lost and found is in the community office. Please check the office for any lost items.

43. Resident Referrals

Current residents may be compensated for referring any new resident who signs a new lease. Your referral must give your name on their first visit or contact. Once the new resident has signed their lease, they are also eligible for referral bonuses. The fee may be paid for each apartment referral—not per resident. Please check with our leasing staff to learn about any current program and bonus rate.

44. Waiver

Waiver, Release of Liability, and Indemnification Agreement for Fitness Centers, Pools, Dog Parks, Playgrounds, and other Community Amenities

In consideration of any use of the amenities and other facilities provided by Regency and Lessor (hereinafter "Property Owner"), Lessees, individually and on behalf of their authorized occupants and guests (hereinafter "Resident"), expressly agree to and voluntarily accept the terms of this Waiver, Release of Liability, and Indemnification Agreement ("Agreement"). Amenities and other facilities are defined as pools, fitness centers, playgrounds, dog parks, or other common areas.

Assumption of Risk. Resident understands and acknowledges that serious accidents and death may occur during participation in any fitness activity or in the use of any exercise equipment. Resident further understands that Property Owner does not provide supervision, instruction, or assistance for the use of the facilities and equipment. By the execution of the lease, Resident accepts and assumes all risk and responsibility for any and all personal injury, disability, death, sickness or disease (including a defined "communicable" disease and/or within an epidemic/pandemic environment, as determined by federal, state, and local health authorities), property damage (both economic and non-economic), and losses of any type, that may occur to Resident in connection with using the equipment or facilities. Resident also understands and agrees that Property Owner and its insurers, employees, officers, directors, agents, associates, subsidiaries, and other related entities (collectively "Releasees") are not responsible for any injuries, damage, or loss that Residents or others sustain or any property that is lost, stolen, or damaged while in, on, or about the premises.

Release and Waiver. Resident hereby fully and forever releases and discharges Releasees from any and all liability, claims, demands, damages, rights of action, or causes of action, present or future, whether known or unknown, anticipated or unanticipated, and whether or not caused in whole or in part by the negligence or gross negligence of the Releasees, in any way connected with the use of Property Owner's equipment or facilities (a "Claim"); provided, however, that a Claim will not be released or waived to the extent that, and only to the extent that, (a) the Claim is covered by a policy of insurance under which Property Owner is a named insured, (b) the insurance company issuing the policy does not deny, reserve its rights to deny, or otherwise dispute (i) coverage of the Claim or (ii) its duty to defend the Releasees against the Claim, and (c) any recovery on the Claim is paid exclusively out of the proceeds of such policy (and not by any of the Releasees as a deductible, a self-insured retention, or in any other manner). This Agreement does not impose any duty on Property Owner (a) to obtain or to maintain any such policy of insurance, or (b) to attempt to influence such insurance company regarding its decision relating to its duties under such policy. Resident acknowledges that no one has stated, implied, or promised that Property Owner has presently or will have at any time in the future any such policy of insurance and, further, that this Agreement makes no such statement, implication, or promise.

Indemnification. Residents expressly agree to indemnify and hold Releasees harmless (in other words, to reimburse and to be solely responsible for) from any Claim, or any expense, including attorneys' fees, in any way connected with a Claim. Resident's agreement to indemnify and hold Releasees harmless specifically includes indemnifying Releasees from attorneys' fees and expenses incurred in defending against any Claim that Resident might make or that might be made on my behalf that is released or waived under this Agreement.

Personal Conduct. Residents agree to follow all rules imposed by Property Owner regarding the use of the facilities and equipment. Residents agree to conduct themselves in a controlled and reasonable manner at all times and to refrain from using any equipment in a manner inconsistent with its intended design or purpose.

Consent to Medical Treatment. Residents authorize the Releasees to provide, through personnel of their choice, medical assistance, including but not limited to emergency medical services and transportation ("Medical Treatment") as the Releasees determine necessary in the exercise of their sole discretion. Residents agree to pay all expenses resulting from the Medical Treatment. This consent does not impose a duty upon Releasees to provide such assistance, transportation, or services. Residents also release and agree to hold Releasees harmless for any such Medical Treatment provided.

Action to Enforce Agreement. Should it become necessary for the Property Owner or someone acting on the Property Owner's behalf to incur costs and expenses to enforce this Agreement or any portion thereof, Residents agree to pay the Property Owner's reasonable costs and attorneys' fees expended in enforcing this Agreement.

Severability. If any provision (or portion of any provision) of this Agreement is held to be invalid or unenforceable, that provision will be enforceable, in part, to the fullest extent permitted by law, and such invalidity or unenforceability will not otherwise affect any other provision of this Agreement.

Binding Effect. This instrument will be binding upon me and upon all relatives, personal representatives, heirs, beneficiaries, and next of kin and will inure to the benefit of the Releasees. This instrument will be governed, construed, and enforced in accordance with the law of the jurisdiction where the property is located.