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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 maintaining a pleasant environment for all of 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 before you take possession of the apartment. 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. 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. Renter's Insurance

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 the Lessee, his family, employees, servants, agents, visitors, or other persons, whether or not due to the building or any of the appurtenances becoming out of repair or arising from leakage of gas, steam, water or sewer pipes, or from defective wiring.

We require you to have liability insurance as a lease requirement. You will be required to provide proof, updated annually. Further details can be found in your lease or by contacting the community office.

IN THE EVENT LESSEE DOES NOT PROVIDE DOCUMENTATION AT TIME OF MOVE-IN, OR IN THE EVENT LESSEE DOES NOT MAINTAIN DOCUMENTATION AT ANY TIME DURING THE LEASE TERM, LESSEE WILL BE CHARGED TWELVE DOLLARS (\$12.00) PER MONTH WHICH WILL BE DUE IN ADDITION TO AND AT THE TIME AS RENT, UNTIL PROPER DOCUMENTATION IS PROVIDED. IN CONSIDERATION FOR THE CHARGE OF TWELVE DOLLARS (\$12.00), LESSOR WILL ARRANGE FOR THE LESSEE'S REQUIRED LIABILITY COVERAGE THROUGH A THIRD-PARTY COMPANY'S PROPERTY DAMAGE LOSS WAIVER PROGRAM.

COMMUNITY GUIDE

4. Move-In and Move-Out Procedures

- a) **Move-in Procedure:** You are 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:** In accord with your Apartment Lease, a move-out notice must be given or sent to us at the community office. We require that:
- All rent and fees be paid in full.
 - The apartment is returned in good and clean condition with the exception of normal wear and tear.
 - All apartment and supplemental keys or garage openers be returned to the office on or before the specified move-out date scheduled with the office.
 - A forwarding address for all residents is provided to the office.
 - All of 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.

A list of our standard cleaning and repair charges is be provided within the lease agreement for further reference.

5. Smoke Free Apartment

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, cigarette, or other tobacco or similar lighted product in any manner or in any form.
- **Smoke-Free.** Resident agrees and acknowledges that the apartment has been designated a smoke-free living environment. Resident and members of Resident’s household shall not smoke anywhere in the apartment, nor shall Resident permit any guest or visitor of Resident to do so.
- **Resident to Promote No-Smoking Policy and to Alert Owner of Violations.** Resident shall inform Resident’s 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 policy being violated.

- **Owner to Promote No-Smoking Policy.** Regency shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places “in close proximity to” any smoke free breezeway.
- **Owner Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Regency’s adoption of a smoke-free living environment, and the efforts to designate the premises as smoke-free, do not make Regency or any of its managing agents the guarantor of Resident’s health or of the smoke-free condition of the Resident’s 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 its leases and to make the premises smoke-free. Regency is not required to take steps in response to smoking unless we have actual knowledge of said smoking or has been given written notice of said smoking.
- **Other Residents are Third-Party Beneficiaries of Resident’s Agreement.** Resident agrees that the other Residents of the premises are third-party beneficiaries of Resident’s smoke-free lease with Regency. A Resident may seek an injunction against another Resident to prohibit smoking or for damages, but a Resident does not have the right to evict another Resident.
- **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. Resident shall be responsible for all damages and costs associated with termination of lease due to material breach.
- **Disclaimer by Regency.** Resident acknowledges 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 specifically disclaims any implied or express warranties that the building, premises or Resident’s apartment will have any higher or improved air quality standards than any other rental property. Regency cannot and does not warrant or promise that the premises or apartment will be free from secondhand smoke. Resident acknowledges that our ability to police, monitor, or enforce this lease addendum is dependent in significant part on voluntary compliance by Resident and Resident’s guests.

6. Guests

You are responsible for the safety and actions of your guests, family, and friends. You must supervise your guests at all times while they are on the Premises 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, the 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, or in an area further from the residential building so as not to inconvenience actual residents of the community.

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 seven consecutive days, then:

- 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, it is recommended 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 possible mold growth.
- Please notify us of the dates that the apartment will be unoccupied.

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.

11. Grills

Residents shall not store nor use any gas or charcoal grill, nor any other open flame cooking or heating device, on any balcony, porch, or common area. Violation of this regulation is a breach of your Lease and could result in eviction.

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:

- Will not accept C.O.D. deliveries 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 property has a dedicated 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 could be subject to return.

14. Disturbances and Resident Complaints

- a) As stated in your Lease, you shall not operate or permit to be operated a radio, stereo equipment, television, or musical instrument in any manner which might disturb other residents. Social gathering 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. Regency will enforce this rule and repeated violations shall result in eviction and/or fines.
- b) Resident complaints are considered an opportunity to solve problems and retain satisfied residents. If a resident registers a complaint about another resident, then it must be in writing and brought to the community office. If the complaint is after regular office hours, the resident needs to call the after hour service to report. Your name, apartment and telephone number is required when reporting. Appropriate action will be taken according to our company policy to help rectify the complaint.

15. Apartment Upkeep

- a) 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.
- b) Residents should not leave waste or litter, including papers, cigarette butts, and trash in the common areas. Household trash may not be stored outside of the apartments or on patios.
- c) 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

- a) 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. In the event that we find a smoke detector vandalized, or removed, the resident will be charged \$50.00 plus the cost of materials for putting the smoke detector back into working order.

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

LEASING AND RENT

17. Payment of Rent

a) Methods

- Personal Check, Money Order, Cashier's Check: You may pay in person at the community office, through the mail, or via the office drop box.
- Credit or Debit Card: Via our Regency website, a Convenience Fee will be charged.

b) Dates

- Rent is due on or before the 1st of the month
- You have through the 3rd day of the month to pay without penalty.
- A \$40.00 late fee is assessed on the 4th of the month: There are no exceptions to this timeline, no matter what day the 1st through the 3rd fall on (weekends and holidays, included). The office drop box is open 24 hours a day and 7 days a week, along with the online payment system.
- A second late fee will be charged and a Landlord's 5 Day Rent Demand served for unpaid balance on the 10th.
- 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.
- No partial payments will be accepted.
- If you are going to be late, we ask that you contact the community office prior to the 3rd of the month. The office staff will continue to contact you daily until we receive a date confirmation of when rent is expected to be paid.

18. NSF Checks (Non-Sufficient Funds)

If any form of payment is returned unpaid by the issuing financial institution due to insufficient funds then your account will be charged an NSF fee of \$50 and a late fee of \$40. If two NSF checks are received, then future payment 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, the current resident(s) surrender all legal rights to the apartment. The current resident(s) surrenders the total sum of any and all deposits to the new resident(s). The assignment term must fall within the limits of the current lease term. It is the responsibility of the current resident(s) 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 incoming party, although it is expected that the outgoing resident complete basic cleaning and deliver the premises in a reasonably good condition. Failure to do so may result in additional cleaning fees .

22. 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. Additional fees and pet rent will apply.

a) Pet Rules

- Pets shall not be allowed out of the leased premises unless they are in the custody of a responsible person and on a leash or a \$50.00 fine per occurrence will be assessed to Lessee and may result in possible termination of lease.
- Pets shall not be curbed on shrubbery, flowers, or small trees and Resident will immediately pick up pet's waste and dispose of same or a \$50.00 fine per occurrence will be assessed to lessee and may result in possible termination of lease.
- Resident agrees that the pet will not disturb the rights, comforts, and convenience of other residents in the apartment community. This applies whether the pet is inside or outside of the leased premises.
- Pets shall not be tied to any fixed object anywhere on the apartment community, including walkways, stairs, stairwells, parking lots, grassy areas or any other place within the apartment community.
- Pets shall not be left 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, resident must provide and maintain an appropriate litter box at all times.
- Resident acknowledges and agrees that Regency may revise these pet rules at any time, and Resident shall abide by any such reasonable changes.

b) Liability

- Resident agrees to put pets out for board or otherwise remove them from the apartment for the balance of the lease term if the pet is or becomes a nuisance or annoyance or interferes with the rights or enjoyment of other residents, or because of any noises or smells emanating from the pet, or damage by the pet.

- Residents shall be 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.
- Resident shall be strictly liable for the entire amount of any injury to any person or property caused by the pet and shall indemnify Regency for all cost of litigation and attorney's fees resulting from same.

23. 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 within ten (10) days after termination of your occupancy of the apartment. Upon such abandonment, we may remove all personal property therein and sell it at public sale and the proceeds from the sale thereof may be applied to all delinquent rent, including all reasonable charges and expenses for notice and advertisement of sale of the property.
- All garage door openers and/or keys shall be returned at the end of lease term.
- 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.

24. 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

25. Bicycles

All bicycles should be registered with the community office. Bicycles must be parked and stored in designated areas provided or inside the rented space. Bicycles are not to be stored on porches, patios, balconies, in the common breezeways, or attached to the exterior of the apartment building. Regency reserves the right to remove and dispose of bicycles that are stored improperly.

26. 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 relatively odor-free and dispose of immediately. Large electronic devices, furniture, hazardous materials such as automotive fluids, batteries, tires, or other are not permitted.

27. Recycling (if applicable)

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

28. Windows

Since this apartment community is your home, we ask that you treat it that way. We are proud of our community and want and need your pride in the community as well. In this way, it will 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.
- Do not place anything over the windows.
- Exterior window sills must be kept free of all personal property. Any additions, such as screens, must be approved by Regency prior to installation.

29. Sidewalks

Regency will take all reasonable efforts to clear parking areas and sidewalks during the snow season. During such, residents are expected to take proper precaution when venturing out on to sidewalks and in the parking areas where slick spots may be present. All residents are urged to keep the bumper of their cars from going over the edge of the sidewalks, thereby making it possible to clear the snow from the entire walkway. All sidewalks must be clear of toys, seasonal decorations, lawn furniture, hoses, and plants.

30. Parking

Except for automobiles, motorcycles, sport utility vehicles, and pick-up 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 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 as a result of towing. We may impose additional parking regulations, including limiting the number of vehicles, requiring the use of parking decals on vehicles, and/or assigning parking spaces. No more than one vehicle is allowed for each resident without our prior written consent.

MAINTENANCE AND SERVICE

31. Keys and Locks

- a) We supply keys to the apartment, unless it is equipped with a keyless entry system. Please return all keys or fobs to the rental office upon vacating the apartment. Do not alter any lock or install a new lock or knocker or other attachment on the door. Please be sure, when leaving your apartment, to take your door key with you at all times. If you cannot gain entry into your apartment, our maintenance or leasing team personnel will let you into your apartment during office hours. Photo identification is required of an individual listed on the lease to gain entry to the apartment or to request a lockout key.
- b) Residents who lock themselves out of their apartment after office hours will be charged a fee of \$35 per occurrence and billed to the apartment account. Only residents listed on the lease and with a picture ID will be allowed access to the apartment. Any damages caused by a resident attempting to obtain entry without a key will be charged for those damages.
- c) 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.

32. Pest Control

We provide pest control services. Please contact the community office if you have a specific problem. Please do not leave any food open or dirty dishes lying around your apartment. These attract insects. Bottles and cans should be rinsed after use. Garbage and waste should never be left in the apartment. Residents will be charged for any pest control problems as a result of the household's negligence.

Bed bugs and cockroaches 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 attempt to treat yourself. If you believe there is an issue with either of these insects, please contact the community office immediately.

33. Service Request Procedure

- a) During office hours, you may request service by phoning the community office, stopping in, or by submitting it electronically via our resident web site. 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 the 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 notify you 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 your emergency maintenance request. If you do not have an emergency, please refrain from contacting the office after hours for non-emergency service requests and call

or email the office during normal business hours. Prior to making a service request, we ask that you read the appropriate pages of this handbook. These outline a few simple checks which you can make to possibly correct the problem.

b) **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 items which are considered an emergency are:

- No heat in the winter or air conditioning in the summer if the temperature 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
- Clogged toilet (if you only have one in your apartment) after use of a plunger
- Property damage such as break-ins, 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 situation. We sincerely hope that our service request procedure will provide fast, courteous and efficient service. If you have any questions regarding our service request policy then please contact the community office.

34. 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 it and we will have it repaired. Portable washers place considerable strain on the plumbing. Extensive repairs usually must be made, which are chargeable to the resident. Therefore, these appliances should not be placed in the apartment. We provide laundry areas for your convenience. 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 chargeable damage: paper towels, facial tissue, disposable diapers, sanitary napkins, etc. These and similar items must not be flushed. Care should be taken to avoid dropping foreign objects into the toilet. Please don't 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, and then please call the office.

HELPFUL HINTS

35. 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 tripped 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. 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.

36. 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 the event of a substantial leak, shutting off the water will reduce damage to both personal and landlord owned property.

37. Flooring

The apartment has carpet and vinyl or hardwood tile 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, or tears in the flooring will be charged to the resident.

38. 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 two 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. 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. Registers are balanced to provide efficient heating and cooling. During seasonal changes they may be adjusted. 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 unit. 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 operate 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. Don't turn the heat completely off during the cold weather when you are on vacation or otherwise out of your apartment for a period of time. Water pipes may freeze and burst. If this occurs because of your negligence, you will be responsible for any resulting damage.

39. Appliances

Dishwasher - Make sure you do not over-fill this appliance. Be careful not to slam the door or punch 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 one time per 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 shiny side up 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 of time 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 three or 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 operate your food waste disposal:

1. Turn COLD WATER on to full flow.
2. Push food refuse through the splash guard into the disposal
3. Flip start switch to ON. Allow disposal to operate 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, etc. If you can't chew it, neither can

your disposal. If a spoon, bottle cap or other foreign item should be lodged in the disposal, make an attempt 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.

40. 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.

41. Lost & Found

Lost & found is located in the community office. Please check the office for any items that have been misplaced.

42. Resident Referrals

Current residents may be compensated for referring any new resident who signs a new 12-month lease. Your friend 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.

43. 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 injuries and damages (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 I 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. I acknowledge 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 comply with 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.