

COMMUNITY POLICIES, RULES AND REGULATIONS SPECIAL PROVISIONS

The following are special provisions added to the Community Policies, Rules and Regulations Addendum:

1. **CONTACT INFORMATION:** Resident(s) shall keep the landlord/manager informed of current contact information at all times, including phone numbers, emails, and emergency contacts.
2. **OCCUPANCY:** Occupancy is limited to those listed on the Lease Agreement. Any additional person(s) staying in the home for a period of more than 14 days must complete an application and be approved for tenancy. Unapproved occupants staying in the home for more than 14 days will result in termination of tenancy for all occupants.
 - For emergency purposes, please inform the landlord/manager of the name and license plate number of **any** person staying in the home for any amount of time.
3. **INSPECTIONS:** Routine inspections of the premises will be conducted with proper notice every _____ months.
4. **COOKING:**
 - Cooking is only allowed in the kitchen area. No cooking equipment of any kind is allowed in the living areas of the apartment.
 - Ranges and microwaves must be kept clean and free of grease. Burner drip pans should never be covered with aluminum foil or any other materials.
 - Do not store or place newspapers, paper bags, mail and other combustible materials in or near the range. Do not place any electrical cords close to the range.
5. **HOUSEKEEPING:** Resident(s) shall keep the premises clean, sanitary, and neat by performing routine housekeeping at regular intervals, including keeping clutter to a minimum, disposing of trash and garbage in a proper manner, sweeping, vacuuming and wiping down all surfaces.
 - Resident(s) may not have excessive piles of belongings in or around the premises.
 - Resident(s) may not make any permanent changes to the dwelling (including painting) without written permission from the landlord/manager.
 - Resident(s) is responsible for keeping light bulbs and detectors in working order for the duration of tenancy.
6. **APPLIANCES:** Appliances must be used carefully and by following the instructions / manual for the specific appliance. Resident is responsible for damage to appliance. Please see Appliances addendum.
7. **CLOTHES DRYERS:** Lint from clothes dryers should be removed before each use for fire safety and to keep appliance in good working order. Please see appliance addendum.
8. **CLOTHING IRONS:** Should never be left unattended at any time and should only be used in accordance with manufacturers operating instructions.
9. **LUXURY VINYL PLANK FLOOR:** All furniture to have felt pads installed on all feet to avoid scratching, scraping, and other damage to floors. Please see the floor care addendum.
10. **WINDOW SCREENS:** The landlord/manager is not obligated to provide screens for windows or doors. Screens can be provided at Resident(s) expense.
11. **WINDOW COVERINGS:** Resident(s) may not use bed sheets, blankets, or other similar materials for window coverings. Blinds must remain in the down position. Resident(s)'s personal curtains and window coverings cannot be visible from the outside. Damaged blinds must be replaced immediately (within 24 hours).
12. **ATTIC ACCESS:** Resident(s) shall not be permitted to enter their unit's attic or any attic on the property at any time. Going into the Attic is prohibited.
 - If resident(s), resident(s) guest, and any resident/guest under the age of access the attic (which is prohibited), all of the aforementioned parties waive any liability against the Owner, Magnolia Tree Apartments, etc.
13. **SPACE HEATERS:** Kerosene and propane space heaters, as well as space heaters with exposed heating elements, are strictly prohibited. Space heaters must be kept away from curtains, upholstered furniture and other combustibles.
14. **EMERGENCY MAINTENANCE:** A maintenance emergency is something that, if it isn't repaired immediately, could cause injury, threaten your health, or cause serious property damage. These things could include:
 - A broken water line or flooding
 - Fire (call 911 first, then maintenance)
 - A broken gas line or leak (natural gas smells like rotten eggs)
 - A broken lock on your door
 - No air conditioning in hot weather
 - No heat in freezing weather
 - A sewer back-up that is flooding your apartment
 - Washer machine overflowing
15. **PLUMBING AND REPORTING WATER LEAKS:** Resident(s) shall report all drips and leaks immediately to the landlord/manager.
 - Resident(s) is liable for all expenses or repairs resulting from resident(s) stopping of waste pipes or overflow from sinks, tubs, toilets, showers, washbasins or containers.
 - Resident(s) are responsible for plunging toilet and drains - if still backed up then resident(s) would contact maintenance.
16. **ROUTINE MAINTENANCE:** Maintenance requests must be made in writing (digitally). Resident(s) is liable for all expenses incurred that are a result of resident(s) misuse or neglect, including that done by guests and visitors. Any maintenance issues that are not reported that result in further avoidable damage will be billed to the resident(s).
 - Not every maintenance issue is an emergency. If, for example, you have a minor drip under your kitchen sink that can be contained with a bucket, you'll definitely want maintenance to take a look at so it doesn't become a bigger problem, but it isn't an emergency. Here are some other situations that would typically be a routine maintenance request that where we can have someone out within 24 – 72 hours:
 - i. A broken air conditioner (when the temperature outside is below 90 degrees)
 - ii. A broken heater (when the temperature outside is above 50 degrees)
 - iii. Ice maker stopped working
 - iv. A stove burner isn't heating up
 - v. There is no hot water (when the temperature outside is above 50 degrees)
 - vi. Dryer not working

- vii. A lightbulb went out
17. **RESIDENT MAINTENANCE:** Below outlines some of the resident maintenance, residents must also review home care addendum. Resident(s) is responsible for:
 - Changing interior light bulbs
 - Changing batteries
 - Filters
 - Cleaning portico, porch, patio, sun room attached to or in front of resident(s) specific apartment
 - Cleaning windows attached to resident(s) specific apartment
 - Unclogging toilets - unless an emergency maintenance situation where water is overflowing
 18. **MOLD/MILDEW:** Resident(s) is responsible for remove any mold/mildew using appropriate cleaning supplies such as bleach.
 19. **ANIMALS:** No animals shall be permitted inside the rental or on the premises *at any time* unless the resident has authorization for the animal in writing from the landlord/manager. Please see the Animal Addendum for more information.
 20. **PEST:** We are in close proximity to a wooded area and the waterfront. You might see or encounter small creatures in your apartment, on the property or neighborhood, including, but not limited to: bees, wasps, mosquitoes, spiders, ants, crickets, palmetto bugs, tree roaches, roly pollies (pill bugs), silver fish, raccoon, opossums, birds, to name a few. These creatures reside in nature, and we have no control over them.
 - Pest control service sprays the perimeter of the property and apartments regularly, for preventative maintenance, to reduce the incidence of pest.
 - Between every resident we also spray; and during routine inspections we can also spray if asked.
 - Still, occasionally, residents may find bug bodies, usually dead, but they can't cross the extermination line before passing on.
 - We make every effort to keep our flying and crawling friends outside where they belong, but there are no guarantees.
 - We cannot control mother nature, and therefore, do not offer rent concessions if you encounter her business during your time as a resident.
 - Maintaining a clean apartment and not leaving food, waste, or other organic materials out can help prevent insects from wanting to enter your apartment.
 - All resident must follow the Housekeeping line item number six (#6) above to prevent pest.
 - Please see the Home Care Addendum
 - Please see the Community Policies, Rules and Regulations Addendum for more information on Extermination.
 21. **FIRE PROTECTION EQUIPMENT:** Do not tamper or remove any fire protection equipment including fire extinguishers, sprinklers, and stovetop fire suppressors (Range Queens).
 22. **SMOKE OR CARBON MONOXIDE DETECTORS:** Tampering with or disabling smoke or carbon monoxide detectors is prohibited.
 23. **SUN ROOM, BALCONIES, PORCHES, AND/OR PATIOS:** All balconies, porches, and/or patios must be kept clean and free of debris. Furniture allowed on balconies, porches, and/or patios is limited to furniture manufactured for outdoor use. Objects of any kind are not to be set on balcony ledges. Alterations or attachments of any kind are not to be affixed to any part of the balconies or overhang. Lawn furniture and plants are the only acceptable items allowed on decks, balconies, porches and patios. The use of tiki torches, propane heaters, and open flames are prohibited, unless in accordance with local fire codes/laws.
 24. **STORAGE:** Goods of any kind of description which are combustible, flammable, or which would increase fire risk shall not be placed in storage areas. Storage is strictly prohibited in mechanical equipment closets including those housing furnaces, HVAC equipment, hot water heaters, and electrical equipment.
 25. **COMMON AREAS:** Resident(s) shall not keep personal belongings in common areas or obstruct halls, stairways, elevators, laundry rooms, or other common areas.
 26. **WATERFRONT:** This property is a waterfront property, which can create a risk of personal injury or property damage. Resident(s) is responsible for using precaution when using the waterfront access and waive any liability against the Owner, Magnolia Tree Apartments, etc. Resident(s) and guest under the age of 18 are not allowed access the waterfront for their safety. Parents/guardians are responsible if residents and guest under the age of 18, or pets, access the waterfront and waive any liability against the Owner, Magnolia Tree Apartments, etc. Please see the Waterfront Property addendum for further resident(s) responsibilities.
 27. **FIRE PIT/ GRILLING STATION:** This property has firepit and grilling station, which can create a risk of personal injury or property damage. Resident is responsible for using precaution when using the firepit and/or grilling station and waive any liability against the Owner, Magnolia Tree Apartments, etc. Residents and guest under the age of 18 are not allowed to use the firepit nor grilling station for their safety. Parents/guardians are responsible if residents and guest under the age of 18 use the firepit and grilling station and waive any liability against the Owner, Magnolia Tree Apartments, etc.
 28. **PRIVATE EVENTS/BOOKING AMENITIES:** Communal areas are for all resident(s) and their guest(s) to enjoy. Multiple residents are permitted to use communal spaces at the same time and we ask that all residents respect each other. If a resident(s) desires to reserve a communal space for a private event, resident(s) will go through the Event Space Rental process to be approved for a private event. Once the resident(s) receive approval for their private event then other residents are not permitted to use the designated space for the designate amount of time. If, however, a resident(s) does not go through the Event Space Rental process and/or is not approved the resident(s) may not reserve any communal space for a private event and other residents are permitted to continue using communal spaces.
 29. **CIGARETTE DISPOSAL:** Cigarettes are to be extinguished and disposed of properly. Discarding cigarette butts off the balcony and/or porch is prohibited. Residents will be charged a clean-up fee of \$25.00 for improperly discarded cigarette butts.
 30. **SMOKING:** All residents must be non-smokers. No residents shall smoke, nor permit anyone to smoke, in the Residents' apartment. Smoking in the home or within 25 feet of the building is prohibited. Resident(s) will be held liable for any smoke-related damage, including odor or stains in the walls, ceilings, carpets, flooring, and other damage caused by smoking. Residents are responsible and liable for the actions of their guests and visitors.
 31. **WALKWAYS:** All walkways and stairs (especially if attached to your specific apartment) are to be kept clear and free of debris at all times. Absolutely no storage or accumulation of any items on or near walkways or interior or exterior stairs. All brooms, mops, waste receptacles, etc. must be stored inside the rental.
 32. **LAWN:** Residents and their guest will only use designated walkways and not use lawn areas as walkways. Using lawn areas as walkways will lead to grass breaking down and dying.
 33. **COMMUNAL FURNITURE AND EQUIPMENT:** Residents and their guest(s) will use any communal furniture and/or equipment with great care. Residents and their guest will be held liable for damaging communal furniture and/or equipment.

34. **LOITERING AND USE OF COMMON AREAS:** No person(s) shall congregate within any common area resulting in disorderly conduct, consuming alcoholic beverages, interfering with pedestrian or vehicular traffic or walkway traffic, or disturbing the peace and quiet enjoyment of residents.
35. **NOISE:** Residents and their guest(s) shall respect their neighbor's and the community's rights to peace and quiet and shall keep all noise to a minimum, including keeping voices, music, stereos, vehicles, and television levels to a minimum. Residents shall use the premises in a way as to not disturb neighbors, including not slamming doors, knocking on walls, stomping on floors, honking, revving engines, or in other ways being disruptive. **Any** noise between the hours of 10:00pm – 9:00am Sun-F and 11:00pm – 9:00am on Saturday, will not be tolerated.
36. **RECREATIONAL VEHICLES:** Bicycles may not be stored in any common area and may not be chained to trees, signs, or fencing. Management reserves the right to remove improperly stored bicycles and discard after thirty (30) days. No recreational vehicles such as ATV's, 3 or 4-wheelers, go-karts, dirt bikes, or mini-bikes may be driven on the property except for the property's maintenance vehicles.
37. **PARKING:** Vehicles shall only be parked in designated parking spaces. Parking spaces are for residents only. Vehicles must be operational. Absolutely no obstructing other vehicles, parking on the lawn, sidewalk, or walkways. Trailers, boats, and recreational vehicles shall not be parked on the premises. Vehicles in violation may be towed without further notice.
38. **VEHICLE MAINTENANCE:** Vehicle washing and repair shall not be conducted on the premises.
39. **USE OF DRIVEWAYS/PARKING LOT:** Driveways and parking lots shall be used solely for vehicles. No skateboarding, skating, bicycling or playing is allowed in these areas.
40. **TRASH DISPOSAL:** Each unit has its own trash and recycling bin. Residents are responsible for placing all trash into their trash and recycling. Residents will be charged a disposal fee of \$25.00 per trash bag/item improperly disposed of or left outside of their apartment on a porch, patio, balcony, entrance or walkway. Residents shall adhere to the City of Chesapeake's pick-up schedule.
41. **TRASH/GARBAGE RECEPTACLES:** All trash and garbage shall be in tied plastic bags and placed in the proper receptacles. Receptacle lids must close completely after every use. Trash and garbage shall never be placed beside or behind the receptacles. The trash and garbage receptacle are for resident(s) use only. Absolutely no furniture is to be placed or disposed of in or near the receptacles. The cost of disposal of such large items will be charged to the owner of the items. Recycling bins are for the proper disposal of recyclable trash only. Flatten all boxes before putting them in the recycle bin. Each Resident is responsible for keeping the area directly surrounding their home clean.
42. **HOME BUSINESSES:** Home business such as day cares or other businesses where customers visit the property is prohibited.
43. **WEAPONS:** Residents and their guest(s) shall not possess, use, or store deadly weapons in the rental or elsewhere on the premises, including firearms.
44. **VANDALISM/ILLEGAL ACTIVITIES:** Vandalism of any kind will not be tolerated. Any Resident(s) or guest who vandalizes the rental or grounds in any way is liable for criminal prosecution. Resident(s) is liable for all expenses associated with returning the premises to their proper condition. Illegal activity of any sort will not be tolerated. All illegal activities will be reported to the proper authorities and will result in immediate eviction.
45. **FIREWORKS:** Fireworks are strictly prohibited anywhere on the property.
46. **SATELLITE DISHES/ANTENNAS:** Satellite dishes and antennas may not be installed or attached to the building. Satellite dishes must be free-standing and require prior written landlord/manager approval. Please see Addendum.
47. **TREES:** Residents and their guest(s) shall not be permitted to climb on any of the trees on the property at any time. Going on the trees is prohibited for health, safety and structural integrity.
48. **ROOF:** Residents and their guest(s) shall not be permitted on the roof of the property at any time. Going on the roof is prohibited for health, safety and structural integrity.
49. **LOCKOUT/LOST KEY:** Lockout service may be requested between 10am-4pm, Monday – Friday for a \$35.00 Lockout Fee.
 - After-hours lockouts will require the use of an independent locksmith.
 - Resident(s) shall not change or add to the locks of the rental at any time.
 - Lock changes shall be conducted only by the landlord/manager.
 - New locks may be requested for a fee.

I have read, understand and agree to comply with the preceding provisions.

Resident		Date
Resident		Date
Owner Representative		Date