



RESIDENT APARTMENT MANUAL

(352) 331-4000
WWW.TIOGATOWNCENTER.COM

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1. WELCOME

Welcome to the Flats at Tioga Town Center. We are pleased that you've chosen the location that makes the everyday seem extraordinary. Our team has gone to great lengths to ensure your Apartment provides the comfort, convenience, safety and privacy that lead you to choose our community. This manual is intended to answer any questions that you may have while living with us at Tioga Town Center as well as provide the rules and regulations of the property. Our goal is to assure you that we will always maintain a high-end dwelling where your comfort and safety are our first concern. In order to better serve you and provide the highest standard of living, all Residents must comply with the rules and regulations of Tioga Town Center. Failure to do so can result in eviction and termination of the lease. The rules and regulations are based on County ordinances, and State and Federal law and they are not meant to annoy or inconvenience our Residents. Of course feel free to call us if you have questions or require assistance at 352-331-4000 and we will help you as promptly as we can. The Landlord reserves the right to modify rules and regulations in accordance with governing statutes at any time.

The following terms are consistent throughout this manual: "Resident" is the financially responsible party(ies) named on the lease. "Landlord" is Tioga Town Center, LLC. "Management" is Tioga Community Management, Inc. "Apartment" is the actual unit that is occupied by the Resident(s) and named on the lease. "Premises" is the building that the Apartment is located in at the address that is indicated on the lease and includes the building, the lobby, all common areas, the storage areas, hallways and elevators.

2. IMPORTANT PHONE NUMBERS AND CONTACTS

<p>Property Management & Building Operations</p> <p>Tioga Community Management Dorothy Cayce, Property Manager</p> <p>O: (352) 331-7451 F: (352) 331-7452</p> <p>In case of an emergency (352) 494-7342</p>	<p>Tioga Town Center Commercial Marketing & Leasing</p> <p>Grace W. Lambert</p> <p>O: (352) 331-4000 f: (352) 331-4201 www.tiogatowncenter.com</p>
<p>Electric Services</p> <p>Clay Electric (352) 372-8543 www.clayelectric.com</p>	<p>Cable & Internet Service</p> <p>Cox Communications Support Resident Issues (<i>cable</i>) (888) 269-9693 Resident Issues (<i>internet</i>) (352) 491-9001</p>
<p>Water , Recycle & Waste</p> <p>Ista (866) 737-4943 www.ista-na.com</p>	<p>Other Important Numbers</p> <p>USPS – Newberry 352-472-2649</p> <p>Mobile Locksmith (352) 378-0870</p>

3. THE APARTMENT

A) Moving in

Moving in hours are 7 days a week from 8:00 AM to 8:00 PM. The Apartment should be clean and everything in working order as verified upon signature of the lease. Any items found not working properly within 48 hours should be reported to Landlord immediately at **352-331-4000** or by e-mail at tcmmail@townoftioga.com and we will accommodate you as soon as we can. Please refer to Move In/ Move Out checklist that you received upon signature of Lease.

B) Moving Out

The Apartment should be returned without damages and in original condition. Residents must go through check out procedure with Landlord before receiving your deposit refund.

When vacating the Apartment, it should be left "broom clean".

"Broom clean" includes but is not limited to the following:

- ✓ Leave balcony swept
- ✓ Remove and clean all stove knobs
- ✓ Clean blinds
- ✓ Clean the exterior of all kitchen appliances
- ✓ Clean vent hood, interior of oven and microwave
- ✓ Clean cabinets (inside and out) & countertops
- ✓ Clean bathroom tub, sink, toilet & vanity
- ✓ Remove all food & clean the interior of refrigerator
- ✓ Wipe all dirt from walls and doors
- ✓ Wash the interior of all windows and windowsills
- ✓ Sweep and mop all tile and/or wood flooring
- ✓ Vacuum carpeted floors
- ✓ Pet owner's carpets professionally cleaned
- ✓ Clean all mirrors with glass cleaner
- ✓ Remove all belongings and trash from Apartment & Premises
- ✓ Repair any holes in walls as closely as possible to original condition
- ✓ Clean all ceiling fans
- ✓ Clean all baseboards

C) Keys

Extra measures have been taken to provide our Residents with a secure home. The building has both a keyless and a keyed system to the lobby entrance. Your Apartment has an individual key. Each Apartment will be provided with two (2) keys to the Apartment, two (2) keyless entryway fobs, and two (2) lobby keys and 2 mail box keys at no cost. Additional keys may be purchased. There is a refundable *per key* deposit. Lobby access keys may not be copied by anyone other than Landlord. Lost keys and any related costs are the responsibility of the tenant. We do not have additional keys available for lockouts. Landlord has no responsibility for mechanical or power failure of any entry systems to the building. We recommend you have your manual lobby entrance key with you at all times.

If Resident, any member of Resident's family, Resident's guests, or any agents or employees of Resident, entrust any key or keys to the Premises or the Apartment, to an unregistered individual, the acceptance of the key shall be at the sole risk of the Resident. The Landlord shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, as a result of a Resident giving possession of the key to an unregistered individual.

Residents should notify Landlord immediately of lost door keys.

If the tenant shall lose the keys to the lobby or the Apartment, then he shall be responsible for a fee of \$ 50.00 in addition to the cost of replacement keys or locksmith charges.

Landlord **WILL NOT** be available after hours to allow Residents or anyone else into the property.

D) Interior Upkeep of Apartment

The Apartment must be kept clean, sanitary and free from objectionable odors. No trash or other materials may be accumulated in the Apartment, balcony and hallways, which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation. If for any reason Management needs to enter the Apartment to identify the source of bad odors, Resident will be given 24 hours notice and be advised in writing on how to come to compliance. Remedies to these violations will be at Resident's expense. Management reserves the right at its discretion to identify and restrict any source of odor deemed objectionable and demand that it be cured.

A/C Filters Residents are responsible for changing the A/C filter in their Apartment. Filters are free in the office, and should be replaced every 45-60 days. If you are unsure of how to change the filter, please contact Management at 352-332-8424 or email tcmmail@townoftioga.com and maintenance personnel will stop by to demonstrate.

Dirty A/C filters are the #1 cause of breakdown. **Residents will be charged for any expenses incurred as a result of a/c repair necessitated due to a dirty filter.**

Dryer Vents By recommendation of the manufacturer, dryer vents must be cleaned once every year. Management will provide no less than 24 hours written notice to the Resident of this annual maintenance to the dryer.

Energy and Water Conversation Water should not be left running unattended in the kitchen, bathroom, laundry or elsewhere in the Apartment.

Appliances Copies of the manuals are provided for each appliance in the Apartment. Please refer to manuals for proper use of the appliance. Residents are responsible for their appropriate use and care. Please call Management immediately at 352-332-8424 or email tcmmail@townoftioga.com if appliances are not working properly for a service call.

Plumbing Sanitary napkins, disposable diapers, cooking grease, or any other objects or materials not specifically designed for such disposal, shall not be placed in the toilet. Residents will be required to pay for any repair or damage to plumbing due to any misuse or neglect. Plumbing problems including overflowing or blockage

should be reported to Management immediately at 352-332-8424 or email tcmmail@townoftioga.com .

Smoke detectors Each Apartment is equipped with a smoke detection device. Disabling or obstruction in any manner of these devices is strictly prohibited. Failure to comply can result in a fine of \$200. Management will check smoke detectors each November and May. Please notify Management if smoke detection device emits any noise that could indicate low battery backup. False alarm or non-emergency fees incurred as a result of alarm activation may be charged by the Fire Department and are the responsibility of the Resident.

Waterbeds Waterbeds are permissible with additional deposit and with written authorization of Landlord.

E) Service request

Resident should notify Management immediately of any items that require work of any type within the Apartment or in the Premises at 352-332-8424 or email tcm@townoftioga.com. Management's goal is to respond to all non-emergency maintenance issues as soon as possible.

F) Mail/ Mailboxes, Packages and Deliveries

Each Apartment is provided with a mailbox outside the lobby of the building for handling regular mail delivery and outgoing mail by the United States Postal Service. Landlord will not accept or receive any mail or parcel on behalf of the Resident.

Federal Express, DHL, UPS or any parcel pick-up/delivery service should call Resident for access to the lobby. Resident's phone can remotely activate lobby entrance when not at home and packages may then be delivered directly to Resident's door. Landlord does not hold any responsibility for any packages left anywhere in the Premises.

For complete mail & package services, we suggest that Residents use Aim Mail Center® located in the Tioga Town Center directly next to Starbucks® for your mail and package needs.

G) Trash Facility & Recycling

All trash and recycling should be placed inside the bins provided for trash removal on the first floor. No trash or recycling may be left outside the bins or in common areas. Resident should make arrangements for the disposal of any trash or recycling that will not fit into the appropriate bin. Cardboard boxes or similar items must be broken down before deposit into the recycle bins.

H) Windows & Blinds

Windows and doors should not be obstructed at any time or left open during inclement weather. Blinds may not be removed or replaced. The use of foil and other similar unsightly materials or objects, including neon or flashing signs, or advertisements over windows is strictly prohibited. Nothing may be thrown out of the

windows or doors. Please use caution with small children & pets around blind cords. Landlord reserves the right to require any items which may detract from appearance of the facility to be removed from windows or doors immediately.

I) Balconies

Balconies should be kept clean and no dirt or any other substance may be thrown or swept from them. Please use a dust pan or vacuum and dispose of debris in the interior trash receptacle.

NO type of grill or personal fireplace may be used. Lit candles should not be left unattended on balconies at any time.

No items, including brooms, mops, laundry, laundry lines, towels, banners, or other unsightly articles or trash, may be placed, stored or displayed on the balcony except for outdoor furniture that is in good condition and appearance. Landlord reserves the right to determine if outdoor furniture that is visible from outside the Apartment is acceptable. PVC furniture, hammocks, inflatable furniture, beanbags, and umbrellas are not allowed. No radio or television aerial may be attached to or hung from the exterior of the building or balcony.

Balcony surface may not be covered with any material or treatment such as, but not limited to, carpeting or ceramic or other tile.

Plants or any items that can be windblown must be securely placed so they will not fall. No planter is allowed on the railing at any time. Plants on the balconies must have a "catch-basin" for water run-off. Care should be taken when watering plants so water will not flow down onto the balcony or awning of downstairs Residents or first floor commercial tenants. Dead plants should be promptly replaced or removed.

Balcony doors have been equipped with a latch to prevent slamming that can cause severe damage to door and doorframe. Please use these latches at any time that balcony door will be left open for any amount of time. Resident will be responsible for any damage incurred as a result of not properly latching the door.

J) Burglar Alarm System (not monitored)

Each Apartment is equipped with an alarm system that is an Apartment interior-only siren. The alarm is not monitored by Management or local police. The Resident may choose to contract independently for monitoring services and is responsible for all charges associated with those services. The Landlord has no responsibility for the system inside of the Apartment or the contract for services. However, Landlord reserves the right to have system disabled if the Resident is unavailable or unable to return to the Premises within a reasonable amount of time. Resident must provide Landlord with a security system access code for acknowledgement or maintenance purposes. False alarm fees incurred as a result of alarm activation are the responsibility of the Resident.

K) Alterations to Premises and Apartment

No alterations, changes, modifications or painting may be done to the Apartment, to include without limitation, entry door lock, walls, ceilings, floors, woodwork, fixtures or wiring without the prior written permission of the Landlord.

No credit will be given for repair, painting, etc., made by Resident without prior written approval by Landlord. Approval must be obtained prior to hanging of any heavy object including TVs on the walls or from the ceiling. Use only picture hooks to hang pictures, mirrors, and decorative items on the walls. Do not use glue/paste backed or stick-on hanger hooks.

Resident may not mark, drill into, or in any way deface any part of the Apartment or the Premises. If the Resident should alter the Apartment or the Premises in any way without written consent of the Landlord, they will be responsible for the cost to return such to its original condition.

L) Damage to the Apartment and/or Premises

Resident will be liable for any damage to the Apartment or the Premises, including but not limited to paint, walls, cabinets, carpets, counters and floors resulting from failure to exercise reasonable care.

4. PEOPLE & PETS

A) Noise & Considerate Behavior

Extra measures have been taken in the soundproofing of all Apartments. However, it is impossible to do this with 100% effectiveness. In consideration of your neighbors, we ask that Resident, Resident's family and their guests be reasonable in determining the sound levels of stereos, televisions and audio equipment, as well as pets, gatherings, parties, or any such occasion where elevated noise levels may occur. Audio equipment should not be positioned directly against perimeter walls as this allows vibrations to transfer through. Please pay even closer attention to these levels from the hours between 10 p.m. and 8 a.m.

We understand that personal disputes arise from time to time and ask that such conflicts do not result in a violation of these policies. Should a problem arise with a neighbor regarding unreasonable noise disturbances, we ask that you politely consult with them first. Further complaints should then be reported to Landlord. After-hours noise violations should be referred to local law enforcement.

Three violations will grant Landlord the right to terminate this lease at any time by serving on the Resident seven (7) days notice of desire and intention to so terminate this lease. A Letter sent by registered or certified mail shall be sufficient notice under this provision.

B) Children

Children may not play in the common areas of the building including the hallways, lobbies, storage areas, and fire equipment and mechanical closets. For the safety of your children, playing in the parking/driving areas is strictly prohibited. These areas were not designed for the use of bicycles, skateboards, ball playing, etc. It is simply

much too dangerous with the volume of traffic continuously coming in and out of the town center.

Parent(s) and/or guardians shall be responsible for the conduct and actions of children and will be held liable for any damage and enforcement of these rules and regulations.

C) Guests

Resident is responsible for their guests and visitors to the Apartment. All guests must comply with the Rules and Regulations. ResidentApartmentLandlord

All guests and visitors should enter the Premises through the main lobby of the building. A keypad/ phone box is located directly outside the lobby entrance. ResidentResidentResidentResident can activate the lobby door from inside their unit or remotely if programmed to another number or cell phone. Separate instructions on remote door access are provided upon moving in. ***At no time will the Landlord grant access to the Premises or Apartment to anyone other than Residents. Landlord reserves the right to issue a No Trespassing at its sole discretion to any non-Resident violating the rules and regulations of Tioga Town Center.***

Long-term Guests Resident should notify the Landlord ***by advance written notice*** of the arrival and departure dates of long-term guests (guests that will reside longer than 72 hours), including family members. Long term guests residing in the Apartment must register with the Landlord and receive a temporary parking pass for residency. Guests have a maximum stay of 90 days.

Guests during Resident absence Resident should notify the Landlord ***by advance written notice*** of the arrival and departure dates of guests, including family members, who have their permission to occupy the Apartment in their absence. ***No guests under 18 years of age are permitted to occupy the Apartment without the presence of the Resident or a parent or guardian.***

Residents are fully responsible for their guests. Guests or visitors may not bring pets into the Premises. Residents will be responsible for any vandalism or damages caused by their guests. Resident may also pay any fines levied by Landlord as a result of guest's noncompliance with rules & regulations.

OPEN PARTIES OR KEG PARTIES ARE NOT ALLOWED. UNAUTHORIZED PARTIES MAY RESULT IN TERMINATION OF THE LEASE.

D) Pets/leash laws/clean up

All pets must be approved in writing on the Pet Disclosure form by Landlord and registered prior to occupancy. If you acquire a pet or an additional pet during the term of your lease, registration and deposits will be applicable at that time. Pets are allowed up to 30 lbs. There is a maximum of 2 pets per Apartment. Each cage or tank (limit 30 gal.) equals one (1) pet. Minimum non-refundable pet fee is \$300.00 per pet. In addition, each pet is subject to a \$100 refundable deposit that may be applied to wear & tear, damages, offenses or violations of pet rules caused as a result of the pet(s). No mice, rats, gerbils, hamsters or ferrets. Pets are subject to

noise rules. Pets may not be left unattended or tied up outside including on balcony. If pets are walked outside, animal waste must be picked up, bagged, and properly disposed of in the trash receptacle provided throughout Tioga Town Center.

According to Alachua County ordinance, all pets outside must be on leash control at all times.

Fish tanks or other liquid containers over 30 gallons in capacity shall not be allowed in the Apartment without prior written consent of the Landlord. If consent is provided, Resident shall be fully responsible for any water damage that may occur to the premises.

5. THE BUILDING AND THE PREMISES

A) Parking and Vehicles

Residents are provided one reserved parking space per Apartment. You will receive one parking pass upon signature of lease for an assigned reserved parking space. All other cars belonging to additional Residents of the Apartment shall be given open parking passes to ensure your vehicle can be identified as a Tioga Town Center Resident's vehicle. The pass must be prominently displayed from the rear view mirror. Towing will be strictly enforced and Landlord will have no responsibility for towing or any charges or damages incurred as a result of towing for not properly displaying of parking pass. Lost passes will be replaced at a charge of \$25.00. Please notify Landlord immediately for lost passes to avoid inconvenience and possible towing of your vehicle. Additional vehicles may be parked in the public parking areas of Tioga Town Center except for spaces immediately adjacent to store fronts. All unreserved parking is available on a first come, first serve basis. Any vehicle belonging to a Resident or to a member of the family or a guest, or employees of a Resident shall be parked in such a manner that does not impede or prevent ready movement by another vehicle.

All vehicles must be registered with Landlord and must display the parking pass at all times. If Resident changes vehicles, the replacement vehicle must be registered. Motorcycles and mopeds must be registered and must be parked only in those spaces specified for motorcycles and mopeds. No trailers, mobile homes, boats, boat trailers, campers, tents or any other form or type of passenger, commercial or recreational vehicles shall be parked on the property. ***Unregistered vehicles parked in reserved spaces will be towed at the owner's expense.***

Any vehicles parked in or on fire and emergency vehicles zones, loading zones, grass, curves, pedestrian walkways, handicapped parking (without a valid handicap sticker), in front of disposal bins, or other unauthorized areas, will be towed or cited by Management and/or police at owner's expense. Tioga Town Center is not required to provide prior notification of the towing of any illegally parked vehicle and is not responsible for any charges or damage to a vehicle which is towed.

Motorcycles, mopeds and bicycles

Motorcycles, mopeds and bicycles may not be ridden on lawns or sidewalks. Bicycles shall be locked to the racks provided with a security lock. Motorcycles, mopeds and bicycles may not be locked to trees, light posts, hand rails, or other structures on the Premises nor parked on sidewalks or balconies. Motorcycles and

mopeds must be registered and parked in a designated space. NO MOTOR VEHICLE SHALL BE KEPT IN ANY APARTMENT EXCEPT FOR THOSE NEEDED TO ASSIST WITH DISABILITIES AND THE RESIDENT SHALL BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM TAKING A MOTOR VEHICLE INTO AN APARTMENT.

All wheeled apparatus, including bicycles, tricycles, baby carriages and motorcycles, will not be ridden across or parked on the grass or planted areas. These items must not be stored in halls, walkways, stairways, laundry rooms, balconies or other common areas, except as specified by Landlord.

All vehicles must be in operable condition. Inoperable vehicles must be removed from the Premises. Extensive vehicle repair is not permitted at any time in the parking areas, including oil changes or other routine maintenance. Any repairs with prior approval by Landlord (tire change, low fluid, etc.) may not exceed 2 hours. Resident should not dump ashtrays, litter bags or debris of any kind in the parking lots. **Loud automobile sound systems or excessive engine noise are strictly prohibited and will not be tolerated at any time.**

The speed limit in the parking areas of Tioga Town Center is 15 miles per hour and will be enforced. Resident and their guests shall not operate a vehicle in a manner which would be a violation of law or regulations if done on a public street. Tioga Town Center is not responsible for any damage caused to any parked or moving vehicles caused by violation of these rules.

A serious violation or repeated violations of these parking & vehicle rules will result in the loss of parking privileges within Tioga Town Center, and can result in termination of the lease.

B) Common areas

All walkways, passages, stairways, elevators and entryways of the Premises may not be obstructed in any manner or used for any purpose other than ingress to and egress from the building and Apartment. Please notify Landlord of exceptional circumstances such as deliveries of large items that may require temporary interruption of any pathway.

Walkways, passages, stairways and entryways of the Premises shall be kept clean at all times. Please clean up any accidents or spills that you may cause or contact Management if you need assistance or if you notice an accident or spill that needs attention.

Walkways, passages, stairways, elevators or entryways of the Premises may not be decorated or furnished by any Resident in any manner including doormats.

C) Storage

Storage units are available on a first come, first serve basis for an additional monthly charge. The approximate sizes of the units are 3' wide, 5' feet deep and 6' tall. Resident will provide their own lock for the unit. Any items placed in the storage areas not belonging to a registered Resident including but not limited to bicycles,

baby-carriages and strollers, storage containers or any other such items will be promptly removed. Landlord has no responsibility for any items placed in the storage areas.

D) Smoking

Smoking is prohibited in the apartments with the exception of the balcony. Smoking is not allowed in common areas of the Premises including lobbies and hallways, except for designated areas within the Tioga Town Center. Please do not light tobacco products until you are outside of the building. Smoking is prohibited by law in any elevator. Cigarette butts, cigars or any tobacco product must be disposed of properly and should not be thrown from the balcony.

Any damage to the Premises or the Apartment as a result of smoking shall be assessed against the deposit.

E) Fire safety

Safety regulations should be followed whenever a fire alarm sounds. Please familiarize yourself with the emergency exit plan of your Apartment. Avoid using elevators during a fire emergency. Do not consider any alarm a false alarm. When the alarm sounds, you must vacate the Premises immediately. If you see smoke in the hallways or rooms, keep low to the ground as you move to the nearest exit. Once you are out of the Premises, do not block emergency personnel and equipment. You may not re-enter the Premises until you receive notification from the local officials or the Management staff.

F) Garage sales

Yard or auction sales are prohibited within the property

G) Message board/ posting

A Tioga Town Center message board will be located in the lobby of each building. We encourage you to check these boards regularly as they will inform you of town center events including street closures and other activities that may impact your daily routine.

6. RESTRICTIONS

A) Illegal activities

Any illegal activity is strictly prohibited and conviction of any crime will be cause to terminate in advance an existing Lease by serving on the Resident notice of desire and intention to terminate the lease. Any activity such as acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, on or near the Premises will not be tolerated. Violation of any or all of these provisions shall be a material violation of the lease and cause for immediate termination of the lease. Landlord reserves the right in its sole discretion to not lease to a convicted felon or to allow a convicted felon as a guest as a long term guest at Tioga Town Center.

B) Prohibited activities

Loud and boisterous noise of any objectionable, abusive or threatening behavior by any Resident or guest towards Landlord, Management or other Residents or guests is not permitted.

No occupant of the Apartment shall utilize any employee of Tioga Town Center or of the Board of Directors or of the managing agent for any private business.

Mechanical rooms and other storage areas on the Premises not leased by the Resident are restricted to Management and maintenance personnel only.

Access to roof area is restricted to Management and maintenance personnel ONLY.

C) Prohibited items, devices and equipment

Storage of flammable, combustible or explosive fluid, material, chemical or substances anywhere in or on the Premises are strictly prohibited at any time.

Portable space heaters with open grill are strictly prohibited. Portable space heaters must be UL approved, meet current safety guidelines and be in good working condition.

Antennas or satellite dishes placed or attached on the roof or exterior walls of the Premises are not allowed.

D) Solicitations

Soliciting is not permitted in Tioga Town Center or the Apartments. Please notify the Landlord or Management immediately if a solicitor is seen on the Premises.

E) Exterior decorations

No exterior decorations for any holiday, seasons or events are allowed outside of the Apartment, or on balconies and windows.

F) Signs

No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the outside or inside of the Apartment or the Premises without prior written consent of the Landlord.

G) Skateboards & motorized vehicles

Skateboarding, mini-bikes, dirt-bikes, etc. are not allowed on the Premises at any time.

7. BUSINESS ITEMS

A) Deposit deductions/charges

Resident agrees to pay any deposits or any other charges for security, pets, storage units, etc. agreed upon in the Lease at the time of signature of the Lease. Additionally monthly payments should be paid as part of the rental payment at the time rent is due. Resident agrees to deductions from deposits described herein to cover any damages or loss due to misuse or neglect of the Apartment or any violation of these rules and regulations. In addition, Resident agrees to pay any fines

or charges incurred during the term of the lease for violations of the rules & regulations that require immediate repair.

B) Payment of Rent

Rent is due and payable on the first day of each month. Full rental amount must be paid in one check. Checks may be dropped in the marked box outside the Tioga Town Center office when the office is closed. Landlord does not accept cash. Money orders or cashier's checks may be given to the Landlord during office hours and a receipt obtained when paying with a money orders or a cashiers check. Checks must be made payable to **Tioga Town Center**. Any rent received after 5:00 PM the FIFTH (5th) day of the month is considered late and will be assessed a \$50.00 late fee. If rent is not received prior to the TENTH (10th) day of the month, Resident will pay an additional \$100.00. In the event the late fee is not paid by the Resident during the month in which it is assessed, it shall be reassessed as additional rent for the next succeeding month of the tenancy. Any late payment charge imposed upon the Resident is in addition to Landlord's right to evict Resident. Any failure by Resident to pay, when due, any sums required under the Lease will be declared a default of the rental agreement by the Resident.

C) Returned checks

A fee equal to the greater of \$25.00 or Five (5%) of the face amount of the check will be charged on any returned checks. Any returned check for any reason shall not be redeposited. Resident will be required to pay the amount of the check plus any accumulated fees by cashier's check or money order. A late payment fee will also be assessed if the returned check is not redeemed by the fifth (5th) of the month. In the event the returned check is the result of bank error, Resident can provide Landlord with a letter from the bank only supporting this and Resident will not be assessed the above charges. After receiving one (1) returned check from the Resident, Landlord reserves the right to accept only money order or cashier's check for the remainder of the Lease.

D) Gainesville Health & Fitness Center Membership Rebate

Tioga Town Center will reimburse one Resident per Apartment for the cost of a regular individual membership at Gainesville Health & Fitness Center not to exceed \$50.00 for the timely payment of rent. Timely payment shall be considered such if received on or before the due date and Resident will receive a rebate in the amount of GHFC membership within five (5) business days of receipt of rent. This offer good only for Gainesville Health & Fitness Center and will not be applied to membership of any other health club.

E) Subleasing

Resident is authorized to place his/her accommodations up for sublet by contacting the Landlord. Resident shall be responsible for advertising, showing and using the Landlord's approved rental applications in finding a potential sublessee. Essential items in the sublet agreement stipulate that (1) original lessee remains liable and responsible for rental payments on the due date and (2) lessee remains responsible for all items contained in the lease agreement and addendum. A designated rent payer must continue to make the monthly payments throughout the lease term. The Landlord must approve the completed sublessee rental application. A \$50.00 administrative fee will be charged to the original lessee at the time that the new

application is accepted. Any person of legal age who resides in the Apartment must be a signed party to the Lease. Lessees may not add Residents without the prior approval of the Landlord.

F) Inspections

Landlord and/or Management reserve the right to inspect the Premises in case of an emergency without the consent of the Resident. Landlord and/or Management reserve the right to periodically inspect Resident's Apartment with prior written notice.

G) Renters insurance

Resident is strongly advised to carry his/her own insurance. The Landlord's insurance DOES NOT cover the Resident's belongings. Additionally, items in designated or undesignated storage areas of the Premises ARE NOT covered by the Landlord's insurance against fire, water, storm, theft, or damage of any other nature.

H) TTC Events

The apartments at Tioga Town Center are part of an award winning mixed-use center. As part of our designed use, the center combines residential, business and retail components. Tioga Town Center is designed for the convenience of urban style living and intended to become a center of activity for the surrounding community. The center is host to regular events ranging from festivals to private affairs that will cause Landlord to close the streets and/or limit access to the center from time to time. At no time will reserved parking be inaccessible; however, public parking may be blocked or limited from time to time.

Public events in general are held during normal hours and most times not beyond 10:00 PM. We will always try to minimize any inconvenience due to street closings and noise; however, it is important you recognize the elements of a true mixed-use center that will differ from living in a private, exclusively residential community. We have gone to great lengths to attenuate sound within the Apartments for maximum privacy and plan events with our residents' quiet-use as a priority, but from time to time you may experience the elevated noise and activity levels that are part of a commercial setting. If at any time you experience noise or circumstances that you find unreasonable, please inform the Landlord of your complaint and we will strive to resolve the disturbance for the future events.

I) Referrals

Should you refer someone to one of our apartments and the referral results in a signed Lease, you will receive a discount from the next month's rent of \$100.00.

J) Suggestions

Suggestions or requests to Management or the Landlord should be submitted in writing and delivered or mailed to the office located at 105 SW 128th Street, Suite 200, Tioga, FL 32669, Attn: Director of Marketing & Leasing.