

The Woodlands Senior Village Community Rules and Policies

The Community Rules are an attachment to the lease and are a legal attachment of the lease. These rules are designed with the Residents' safety and comfort in mind. Please become familiar with these rules. Specific policies referenced within this document are available upon request.

Residents (hereinafter called "Resident"), members of Resident's household and visitors agree to obey and comply with all laws and city ordinances and shall abide by all rules and regulations adopted by Management.

ABANDONMENT OF APARTMENT: If Management does not receive notice from a household of an extended absence, Management shall consider the household to have abandoned the unit if:

- a. Management believes the unit has been unoccupied for more than 30 consecutive days without notice
- b. The household's rent is past due and the household has not acknowledged or responded to demands for payment.

If Management considers a unit to be abandoned, Management will:

- a) Enter the unit to conduct an emergency inspection; and
- b) Attempt to notify household members that it considers the unit abandoned by sending notice to the household's address at the site and to the addresses of any emergency contacts the household gave to Management.
- c) If household members do not respond to Management's written notice within 15 days of the date of the notice, Management will take appropriate legal action.

Once Management has received an eviction order, we will take written and photographic inventory of any abandoned property in the unit and store it for 30 days or whatever amount of time dictated by local laws. If the household does not claim the property during that period or refuses to take the property, Management will dispose of the property or consolidate it as defined by local law.

ALCOHOL: Management maintains a strict **No Public Consumption of Alcohol** policy in all common areas of the community. This includes offices, laundry, common stairwells, community rooms and parking lots. Consumption of alcohol is permitted only in Resident apartments. Residents and visitors are expected to behave responsibly with respect to the use of alcoholic beverages. Residents who engage in disruptive behavior as a result of their use of alcohol, or who fail to prevent such behavior by their visitors, will be considered to have breached the community standards of conduct, a violation of the lease. An individual whose behavior disturbs the quiet enjoyment of others; poses a threat to the health, safety, welfare or property of others; or interferes with the efficient Management of the community are in violation of their lease and, accordingly, may face lease termination.

APPLIANCES: Appliances should be kept clean and used safely. No additional appliances may be installed in an apartment without written permission from Management. This includes but is not limited to portable heating devices, window air conditioners and freezers.

BALCONIES, PORCHES, PATIOS, ENTRYWAYS AND SIDEWALKS: Balconies, porches, patios, entryways and sidewalks are to be kept free of all obstacles, personal belongings and debris. These areas are not to be used for storage of any kind. This includes, but is not limited to, bicycles, toys, motorized scooters, furniture, sporting equipment, tarpaulins and cleaning supplies. Clotheslines are not permitted. No alterations in landscaping may be made without written permission from Management. The Woodlands is not liable for the damage or theft of any personal property left outside of the Resident's apartment. Patio furniture and plant stands are acceptable.

BARBECUE GRILLS: Personal barbecue grills are not allowed on the property. Barbeques seen on balconies will be removed immediately.

BICYCLES / RIDING TOYS: At no time may bicycles be left or stored on the lawn, in driveways, in parking areas, or in the landscaped area of the complex. Residents are responsible for the safe and courteous operation of bicycles and riding toys in common areas. Residents are also prohibited from parking these items in hallways, sidewalks or parking lots where they could obstruct in an emergency situation or present a danger to others. Management encourages Residents to use bicycle locks. Management assumes no responsibility for damage to or theft of these items.

BUILDING ENTRIES: No window shall be used as an entryway. Building entries are to be kept secure and not blocked open without supervision.

CABLE AND TELEVISION SERVICE: The apartment is pre-wired for cable television. Basic service is provided within the rental structure and cannot be omitted for the purpose of lowering the rent. Additional cable services are available directly from Time Warner or any replacement cable provider. Installation of additional cable is prohibited without written permission of Management. The running of cable across flooring or along walls in or about the apartment is prohibited. No radio or television aerials or wires shall be erected in or about any part of the premises. Rabbit-ear antennas are excluded from this prohibition.

CHRISTMAS TREES: No live or cut Christmas trees or other live seasonal greens are permitted in the apartments or common areas of the building for fire safety reasons.

COMMUNITY ROOM: A community room is available for the use of Residents. Use of the community room is intended for all Residents and may be reserved for personal gatherings. Smoking and/or consumption of alcoholic beverages in the community room and all common spaces is prohibited. Contact Management for further information on use of the community room. Decoration of community rooms may only be done by management.

COMMUNITY STANDARDS OF CONDUCT: Management strives to maintain a pleasant, safe and comfortable environment for Residents. In consideration of this, all Residents and their visitors will refrain from any conduct that would conflict with the rights of other Residents to the peaceful enjoyment of the premises. Conduct considered disturbing shall include, but not be limited to, the playing of loud music outside or in apartments, loud televisions, and public consumption of alcoholic beverages, abusive, offensive or foul language, or lewdness. Quiet hours are between 10 p.m. and 7 a.m. should be observed by all Residents and visitors of the property. Disturbances after Quiet Hours are not permitted if management considers them to be excessive or avoidable.

For health and safety reasons, Residents are expected to dress appropriately in common areas of the community including halls, laundry rooms, lobbies, and community rooms. Individuals in common areas must be fully clothed. Sleepwear, housecoats and bedroom slippers are not permitted to be worn in the common areas of the building. Sunbathing is only permitted in appropriate attire on private porches or balconies.

DAMAGES TO THE UNIT: Residents shall not damage or disturb any part of the ceiling, walls, doors or floor in an apartment in anyway, including, but not limited to:

- Installing hooks, nails, and/or other hardware into the ceiling, doors, cabinets, or windowsills;
- Drilling into the ceiling, walls, cabinets or doors;
- Hanging plants, mobiles, light fixtures, ceiling fans or other objects from the ceiling without written approval from Management;
- Allowing water to accumulate on the floor; or
- Painting, repairing, or making improvements with respect to the ceiling, walls, doors or floor.
- Attaching hooks, drilling holes, nailing or other attachments are not permitted on balconies, siding, or railings.

DAMAGES cont'd:

Residents shall immediately report any sagging, warping, leaking, cracking, staining, holes, or water accumulation related to the ceiling, walls, doors or floor to Management. Any damage the Resident causes to the ceiling, walls, doors or floor, including, but not limited to, damages caused by the Resident's violation of this rule, shall not constitute ordinary wear and tear. The Resident shall be responsible for reimbursing the Management for the cost of repairing damage to the ceiling, walls, doors or floor and for any damages that result as a consequence of the Resident's action.

DRUG-RELATED CRIMINAL ACTIVITY: Management maintains zero tolerance for drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. Residents are strictly responsible not only for themselves but also for any drug-related criminal activity by visitors and household members in and around the community regardless of whether the Resident knew, or should have known, of the drug-related criminal activity. **Even a single violation of the zero tolerance policy will constitute a material violation of the lease and will be grounds for eviction. A criminal conviction of a drug offense is not necessary to establish a material violation of the lease; a preponderance of the evidence is sufficient.**

EMERGENCY CALL SYSTEM: Where applicable, each apartment is equipped with an emergency call system. **THIS SYSTEM IS TO BE USED FOR HEALTH OR SAFETY EMERGENCIES ONLY!** This is not intended for maintenance emergencies. Please note that in some communities, emergency response organizations such as the local Fire Department or Emergency Medical Services may hold a Resident responsible for false alarms. Management cannot be held liable for any penalty assessed by an outside agency for the abuse or misuse of the emergency system caused by a Resident or guest of a Resident. If the building is equipped with the Emergency Pull Cord System, the pull cords will be located in the master bedroom and bathroom. Please keep the emergency pull cords loose and let them hang to the floor – when needed, they will be accessible at floor level.

EXTERMINATION: If you detect any pest problems in the apartment, please contact the Management office during normal business hours to schedule extermination on the next available date. Apartments scheduled for extermination should clear items from under sinks and closet floors. Residents are responsible for keeping their apartments clean and free from refuse. Contact Management in the event of allergies or sensitivities. Pest infestation resulting from poor housekeeping habits may result in action by Management to correct the situation. Any charges resulting are the responsibility of the tenant.

FIRE SAFETY INFORMATION: A copy of your community's fire plan will be provided. This information is vital and should be carefully reviewed with the entire household. Residents are encouraged to contact Management with questions regarding the fire plan. In multiple floor buildings, Management will conduct fire drills designed for Resident safety. Residents shall participate in these drills, if present. On scattered sites, Management will schedule Resident meetings to discuss fire safety and evacuation procedures. Residents shall take every precaution against fire.

FIREARMS: All firearms in the possession of Residents must be licensed and carried in accordance with state and local laws and must be registered with Management. All weapons must be stored in locked cabinets. If removed from the cabinet for legal use (i.e. target practice at a firing range or hunting), the firearm must be transported in an appropriate carrying case from apartment to vehicle and back to the locked cabinet. It is a violation of the Lease Agreement if a locally registered firearm is found on property and is not registered with Management. The discharge of any firearms, including but not limited to handguns, rifles, shotguns, and other weapons such as BB guns, pellet guns, slingshots, arrows, paint guns, fireworks and firecrackers is prohibited in the community. The possession of illegal weapons by a Resident or Resident's Visitor(s) is prohibited and constitutes a breach of the lease that can result in termination of tenancy.

GRIEVANCES / CONCERNS: Management strives to make this community to be a pleasant place for all to live. Excellence in maintenance and Management is a top priority. If Residents have a concern about this community, the apartment or the Management, or a suggestion on how needs can be better met, the steps are outlined in the next paragraph to help find a solution.

Speak to Management. Managers are trained to assist Residents and to carefully and thoughtfully consider all questions. Another Resident may have made a similar observation or Management may already be working toward a resolution. Please put comments and suggestions in writing. If Management is unable to solve the problem or answer the question, contact the Assistant Director at the Calamar Corporate office: 3949 Forest Parkway Wheatfield, NY 14120. (716) 693-0006 ext 243

HAZARDOUS / INFECTIOUS WASTE DISPOSAL: Hazardous waste, gasoline and any combustible items are not to be stored or disposed of within the apartment or apartment community. All hazardous waste must be disposed of in accordance with city code.

Infectious waste from the use of medical supplies should be handled properly. Needles and sharps should be packaged in a fashion that would minimize opportunity for contact injury. Needles and syringes should be discarded intact after use. Needles should never be bent, broken or manipulated. These items need to be then placed in a medical grade sharps container.

HEALTH SERVICES: Residents must be capable of meeting the terms of the lease, either with or without services. No provisions are available for long-term health, convalescent, or nursing care in the community. If a Resident requires services in order to comply with the terms of the lease, it is the responsibility of the Resident to make the necessary arrangements.

HEATING AND AIR CONDITIONING: Each apartment is equipped with heating and air-conditioning. New residents will be instructed on safe operation at move-in. Residents are not permitted to install personal air conditioners without written permission of Management. Any questions about heating or cooling should be directed to Management during normal business hours. Malfunctions of the heating/cooling system should be reported immediately to Management.

INSPECTIONS: Management will conduct a thorough inspection of each apartment at least annually. Residents will be notified at least 24 hours in advance of any scheduled inspection or in accordance with local Landlord/Tenant laws. Residents are encouraged, but not required, to attend inspections.

INSURANCE: Residents are strongly encouraged to carry their own Renter's Insurance for personal belongings and household effects. The Woodlands insurance policy does not provide this protection. Loss caused by neglect, misuse or accident on the part of the Resident that affects other units or Property are the responsibility of the Resident.

LAUNDRY ROOM: Use of the laundry room is restricted to the Resident and Resident's guest and/or aid and is for Resident's laundry only. Please do not leave machines unattended. Clothing must be removed immediately from machines when cycle is completed. Inoperable machines should be reported to the Management office so that timely repairs can be made. **Management is not liable for any lost or damaged clothing.**

LOCKS / KEYS: At move-in, Resident will be issued one set of keys/entry card for each adult member household. If the apartment key/entry card is lost, it is the responsibility of Resident to notify Management immediately. Any remote control device used to gain entry to a building or structure in the community is subject to the same policy. Management may charge for repair/replacement of lock or replacement of lost keys. Management will gladly assist Residents who are inadvertently locked out of their apartment. Proper identification must be shown. No person, other than those listed on the lease will be allowed access to an apartment. Residents may be charged for each lockout incident occurring after normal business hours. Residents may not add or change locks on the unit.

MAINTENANCE: It is the responsibility of each Resident to promptly report any maintenance problem. Charges for damages resulting from unreported maintenance problems can be assessed to Resident. Employees are not permitted to perform repairs on Resident's personal property or to perform any type of personal work for Residents.

Routine maintenance requests are made through Management office during normal business hours. Please do not request service orders directly to Maintenance staff. Emergency maintenance service is available 24 hours a day through Management office. After hours number(s) will be provided by Management.

Examples of maintenance emergencies include the following:

- Gas leak/smell
- No heat (in the winter) or air conditioning, if applicable (in the summer)
- No electricity
- Lockout
- Water coming into the unit
- No running water
- Exterior door, window or lock broken and unable to secure apartment
- Inoperable toilet (does not apply if second toilet available)
- Inoperable refrigerator

Should a maintenance emergency occur during regular office hours, call the office or report the emergency in person. In the event of a health, fire, or safety emergency, call 911 or your local emergency response agency immediately.

NON-SMOKING APARTMENTS: A percentage of the units within The Woodlands have been designated as non-smoking. These units are provided for the health and comfort of residents that desire to live in a smoke-free environment. In order to provide this service, a resident in a non-smoking unit agrees that they and their guests or other invites will not smoke within the apartment, including the patio. Residents or guests to these units agree to leave the building to smoke any substance that is burned and ingested. Residents that smoke, or that have guests that smoke are invited to reside in units designated as not restricted from smokers. Residents that smoke in designated non-smoking units agree to pay for all costs related to returning the apartment to a condition that can be considered as smoke-free. According to State and local law, no smoking is allowed in common areas, including but not limited to: laundry areas, community spaces, lobbies, offices, fitness rooms, trash rooms, and closets.

OXYGEN POLICY: Smoking is prohibited in any apartment if an oxygen tank or concentrator is present anywhere in the apartment. A Resident who uses oxygen in their unit must sign an Oxygen Use Affidavit and provide an insurance certificate from the company supplying the oxygen.

PARKING / PARKING LOTS: Parking spaces are available on a first-come, first-served basis. Only a limited number of marked handicapped spaces are available. These are public spaces. **Calamar and management of The Woodlands cannot assign the marked handicapped parking spaces.** Assigned parking is available to any persons with a placard issued from a Motor Vehicle Department.

Vehicles must be in **acceptable** condition as defined below in order to park within the community.

- Valid Registration and Plates
- Operable/Running
- Tires intact/inflated
- Windows in place
- Utilized on a regular basis (Cannot be parked for one month without use except in garages)
- Not used for storage purposes
- Not leaking fluids or oil

Any vehicle not meeting the above criteria will be considered abandoned and maybe subject to towing.

Vehicles parked improperly in loading or emergency zones and vehicles not abiding by the parking policy will be towed at vehicle owner's expense without notice. Commercial vehicles, recreational vehicles, boats, and trailers are prohibited.

PARKING cont'd:

Oil changes, vehicle repairs and washing of any vehicle are strictly prohibited. Parking lots are not to be used as a gathering place. Bicycles, skateboards, roller blades and/or any play equipment are prohibited on the sidewalks and parking spaces.

The Management office and Calamar assume no responsibility for damage, theft or destruction of any vehicle or its contents parked on or around the community.

Please observe and obey any posted speed limits within the community.

PETS: Residents may keep pets in accordance with the community's pet policy. For further details, please refer to the Pet Policy. **Visiting pets are not permitted.** Assistance Animals are not considered "pets" and are exempt from the Pet Policy. Please see the Assistive Animal policy for further information.

REASONABLE ACCOMMODATION/MODIFICATION: Upon written request from Resident, the management may consider modifications to the apartment or accommodations to policies in the case of disability or medical need. Resident agrees that such modifications are at their own expense and that modifications may be required to be removed or unit restored on a case by case basis.

REMOVAL OF PERSONAL PROPERTY IN THE EVENT OF DEATH: Upon discovery of the death of a sole Resident, personal belongings from the apartment must be removed within 30-days following the date of death. In order to allow your personal property to be removed from the apartment, evidence will be required by Management to establish that a legally authorized agent will be removing these items.

Examples of a legally authorized agent would be, but not limited to:

- The Executor of your will
- Permission from Probate Court
- Your Court-appointed Guardian

In the event that the apartment has not been cleared of personal items within 30 days following the death of the sole Resident, Management reserves the right to take legal possession of the apartment as specified by federal, state, or local Landlord/Tenant laws.

RENTAL PAYMENTS: Rent is due on or before the 1st day of the month and no later than the 6th day of the month. Payments may be made at the rental office during regular business hours. Methods of payment include personal check, a cashier's check, bank check or money order. **Cash is not accepted.** All payments received will be applied to the oldest balance of rent due. Rents tendered after the close of business on the 6th day of the month must be accompanied by the late fee as described in the lease to be accepted.

RETURNED CHECKS: Checks returned for non-sufficient funds are subject to a \$25 charge in addition to any applicable late fees. Returned checks must be replaced with money order, cashier's check or bank check only. Residents with 2 returned checks may be required to pay with cashier's check or money order. Returned checks must be submitted to Management within 5 days of notification by Management.

SATELLITE DISHES: No satellite dish may be installed without prior written permission of Management. Satellite dishes must be professionally installed in the presence of our property management staff. Satellite dishes may not be installed in ways that would enable them to fall and cause injury to others. Dishes must be mounted using clamp devices. No drilling, screwing or bolting into the building structure is permitted. The Woodlands prohibits the placement of satellite dishes on rooftops, window sills, common-use balconies or stairwells, entry ways, or outside walls. Dishes may be placed only inside the unit or on Resident's leased patio or balcony. The satellite dish can not be larger than 39.37 inches in diameter. The height of the satellite can not extend over four feet from the floor of the unit or patio. It cannot extend beyond the patio.

SINKS AND DRAINS: Residents are responsible for keeping objects that may cause clogs including but not limited to: hair, grease, large food items, personal hygiene items, toys and diapers out of the drains and toilets. Charges for damages that result from objects in the drain lines may be assessed to the Resident. Please try to plunge all clogged drains. If this fails, contact the Management office department. "DRANO" and similar caustic substances should not be used as they can damage pipes and/or cause personal injury. Residents may not remove plumbing fixtures, drain pipes or supply lines for any reason, but should be aware as to how to turn off water supply to fixtures.

SOLICITATION / SALES: For reasons of both security and respect for privacy, solicitations and sales are limited in the Community.

1. Sale of items by Residents: Residents are permitted to sell home products, such as cleaning or beauty products, to other Residents by posting the availability of those products on the Resident bulletin board. Under no circumstances may Residents make calls on other Residents to sell products without having been specifically requested to call. Residents may sponsor house wares, home decorating and other parties in their apartments as they wish. Other Residents may be invited, but not pressured, to attend. Residents are responsible for the behavior of guests at any event sponsored by the Resident. Garage and yard sales are prohibited unless approved by Management.
2. Solicitation by persons who do not reside at the property: The Community does not permit sales persons who are not Residents of the property to call on Residents unless a Resident has specifically invited the individual to call.

SMOKE DETECTORS: Each apartment is equipped with at least one smoke detector. Residents are prohibited from removing or tampering with smoke detectors. If the smoke detector "beeps" periodically or seems overly sensitive, please contact Management immediately. Do not disable the smoke detector by disconnecting or removing batteries or wiring from the device. A damaged or disabled detector is a violation of the Lease Agreement and the State Property Code, and is subject to lease termination.

SMOKING POLICY: Management maintains a strict No Smoking Policy in all common areas of the community. This includes offices, laundry, hallways, building entries, common stairwells and community rooms. Smoking of legal forms of tobacco is permitted only in designated Resident apartments or outside of the facility. Do not dispose of tobacco products on the grounds or parking area.

TELEPHONE SERVICE: Apartments have been wired for telephone service. Service may be obtained by calling the local Telephone Company. All telephone installation charges are the responsibility of Resident.

TRASH DISPOSAL: Management will not allow any accumulated trash or other material that will create a hazard or be in violation of any health, fire or safety ordinance. Where applicable, trash is to be deposited in dumpsters or trash receptacles located throughout the community. Trash must be properly bagged and securely tied before placing in dumpsters or containers. No glass, sharp items or those considered to be hazardous should be disposed of via a trash chute. Items of this nature need to be disposed of in one of the community dumpsters. Boxes should be flattened before disposal. If dumpster is full, please take the trash to another dumpster. Do not place trash outside apartment door, beside the dumpster or on the ground. Dumpsters are reserved for use by Residents only.

UTILITIES: Utilities must be kept in service to the apartment at all times during the lease term. Where applicable, service must be established in Resident’s name with the signing of the lease. Management will inform Resident of the utility companies in the area. Resident is responsible for contacting these companies. Said Resident is then responsible for paying the utility bills. Resident shall not use in any utilities furnished by Management in a wasteful or unreasonable manner. Management may terminate the lease and evict any Resident whose gas, water, or electric service(s) is terminated by any utility company for non-payment.

VISITORS / GUESTS: Visitors are welcome as long as they do not disturb the health and well-being of other Residents. Visitors/guests are defined as any person not on the lease. **Residents are responsible for all actions of their guests or visitors while on the property.** It is the Resident’s responsibility to inform Management of any planned overnight guests staying more than one night, and the length of time they will be visiting. Overnight guests may stay with the Resident on an occasional basis not to exceed 14 cumulative days in any 12-month period. Certain exceptions will be made by Management, such as cases of custody and visitation. Guests will not be issued keys or entry cards to the building or apartment. The number of overnight guests is limited to the local occupancy standards for the unit size. Unauthorized persons are subject to arrest for trespassing and/or loitering pursuant to the local penal code. Whenever possible, Residents of secured buildings should accompany any guest inside the building at all times, for purposes other than entry and exit to the Resident’s apartment. Staff will not open apartments for guests in a “locked out” situation. **Please do not open the security door for an unfamiliar person.**

WHEELCHAIRS, WALKERS AND CARTS: Residents are responsible for the safe and courteous operation of their mobility aid(s) in common areas. Residents are also prohibited from parking these aids in hallways, sidewalks or parking lots where they could obstruct in an emergency situation or present a danger to others. **Residents with carts or motorized wheelchairs are liable for any and all damages created by the cart/wheelchair operation.** Where applicable, communities may create a parking area for mobility aids. Management is not responsible for theft or damage to Resident’s property when left outside the Resident’s apartment.

WINDOWS AND WINDOW COVERINGS: Where applicable, Management has equipped the apartment with window treatments, which must remain in their installed condition. Residents must receive prior written approval from Management before installing drapes and/or window coverings in the apartment. All window coverings are to be white-backed so that the exterior of the building will present a uniform image. Residents may install additional curtain rods. However, proper-mounting screws must be utilized. Residents are responsible for any wall damage resulting from improper installation of drapery hardware. Residents are responsible for keeping their apartment windows clean.

RESIDENT CERTIFICATION

I have read and received a copy of the House Rules. I understand that these rules are an extension of my lease and that any violation of these rules may be grounds for lease termination.

Resident Signature Date

Resident Signature Date

Resident Signature Date

Address

Management Representative Date

Apartment Community Name