

COMMUNITY POLICIES

by University Heights HOA “Management”

The following Community Policies (hereinafter referred to as “Rules”) are binding to all Residents who reside in the Community. The term “community” refers to the University Heights subdivision also referred to as the Premises. We provide these Rules for your benefit and the benefit of the other Residents of this community. Please understand that any violation of any of these Rules causes increased operating expenses, including, but not limited to, clean-up cost, increased management and labor cost, and increased utility cost. Please further understand that any violation of one of these Rules constitutes a fine and shall be due and payable immediately upon receipt.

1. MOTOR VEHICLES AND PARKING. When entering or leaving a designated Parking area, any Vehicle shall be operated carefully and at a speed not in excess of thirty (20) miles per hour. ***The usage of the designated parking area or any other space for storage of boats, trailers, trucks, large vans, buses, motor homes or any item other than vehicle is prohibited. BOATS, TRAILERS, & RECREATIONAL ALL TERRAIN A VEHICLES ARE NOT ALLOWED ON THE PREMISES.*** Resident agrees to park in designated parking areas and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on yards and landscaped areas, park on the wrong side of the road, block trash receptacles or otherwise violate parking provisions in force from time to time. Resident shall not allow any Vehicle to be parked in the Community in an area other than in a designated parking area, or any non-operative Vehicle to be placed in the designated parking space or elsewhere in the Community. Resident agrees to not move any landscaping boulders on the property. In the event of non-compliance, the Vehicle shall be towed at the expense of the Resident. All parking shall be entirely at Resident's risk. In the event parking decals shall be required, Resident agrees to display such decals as instructed. Resident agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display decal, Resident's vehicle and the vehicles of Resident's guests may be subject to being towed at Resident's expense or to fines put in force by Management from time to time.

Performing mechanical work thereon is strictly prohibited. Due to the chemicals in the city water and the continued problem of Resident(s)/Guest(s) breaking sprinkler heads in landscaped areas, neither Landlord nor Management will be held responsible for streaking or water spots caused by water hitting Resident('s)/Guest('s) vehicles. If Resident(s)/Guest(s) break sprinkler heads by driving on landscaping, Resident(s) will be responsible for sprinkler head repairs.

2. TRASH AND GARBAGE. All trash and garbage shall be bagged and placed into provided trash bins. Residents shall not place any trash on top of or beside the trash bin. A \$40 fine will be charged if the trash bin is not put away by Tuesday morning, after trash pick up on Monday's. Management reserves the right to impose reasonable fines for the violation of this provision as well as for littering by Residents (including, not limited to, cigarette butts, beverage bottles/cans in Common Areas). No rubbish, garbage or debris or any kind shall be dumped, placed or permitted to accumulate upon any portion of the Unit or Community so as to render any portion unsanitary, unsightly, offensive or detrimental to other Residents. Should Resident fail to keep the yard of the Unit free from trash and garbage, Resident will be fined a \$25.00 fee per bag (daily). This fee will also be charged if Resident:

- leaves trash or garbage by any entrance,
- does not clean the Unit (including the parking lot) by 9:00 a.m. the day after a party
- or (c) does not clean Resident's litter in and around the pool areas.

*Management reserves the right to increase fines according to severity of violation.

3. CIGARETTE BUTTS. All cigarette butts should be placed in designated containers. A fine of \$25.00 will be assessed for excess littering of cigarette butts outside of an Unit. **THERE IS NO SMOKING WITHIN 200 FEET ON ANY STRUCTURE ON PROPERTY.** CIGARETTE BUTTS DISCARDED IN LANDSCAPED AREAS ARE A FIRE HAZARD.

4. SAFETY. Resident shall notify Management of any burned-out community exterior lights, faulty locks (including windows) or lost keys. Resident shall immediately report any suspicious persons, storage vehicles or unusual activities in or about the Community. Prior to allowing entry into the Unit, Resident shall demand credentials from all maintenance personnel.

5. STORAGE. Storage of any flammable or explosive items is strictly prohibited in, on or about the Unit and the Community.

6. SOUND AND COMMON AREAS. Quiet hours are from 11:00pm to 8:00pm. Resident shall respect the privacy of all other Residents in the Community, and no televisions, stereos, radios, or noisy parties or other uses, which emit noise, which is audible outside the Unit is permitted. No band instruments shall be played in the Unit or in the Community. Accordingly, no obnoxious, boisterous or offensive activity shall be carried on, in or around any Unit or upon the Community. Each Resident, his family and guests shall refrain from any act or use of the Unit or Community which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other Resident of the Community. Should the Resident entertain friends and/or have parties (inside only), Management requires that order and tranquility prevail. No obscene,

indecent or lascivious conduct shall be permitted whatsoever within the Community or with the Unit when such conduct can be seen or overheard by persons adjacent to or in the Community outside the Unit. **BLOCK PARTIES ARE STRICTLY PROHIBITED.** No reckless or dangerous conduct shall be permitted within the Community, in the parking lots, or at the entrances to the Community. No motor vehicle of any type or description and no bicycle shall be permitted upon the Community except upon impervious surfaces such as concrete or asphalt, which were intended for such purposes. No motorcycles shall be permitted within the parking lots except in the areas designated for it. Unless specifically provided elsewhere, the following shall apply to complaints concerning Resident's violation of the Community Rules and Regulation of this Exhibit "A":

First: A written warning will be issued to the Resident, specifying the complaint that was filed.

Second: Upon a second complaint, which is not disproved by the Resident, a \$50.00 fine will be assessed against the Resident.

Third: Upon a third complaint, which is not disproved by the Resident, a \$100.00 fine will be assessed and the parent or sponsor signing the Guaranty will be notified.

Fourth: A fine shall be imposed in the amount of \$200.00 and Landlord may deem this a violation of your lease.

7. AMENITIES. Use of the pool shall be governed by the Rules and Regulations posted in the pool area and shall be at the risk of Resident and Resident's family and guests. No guest shall be permitted at the pool, basketball/volleyball court or dog park facilities except in the accompaniment of a Resident. Resident does hereby indemnify Landlord, their agent and University Heights Management, and hold Landlord, their Agent and University Heights Management harmless against all claims for personal injury sustained by Resident and Resident's family and guest in their use and enjoyment of the pool or other provided facilities within the Community. ***GLASS CONTAINERS ARE NOT ALLOWED AT OR AROUND THE POOL AREAS. THERE WILL BE A FINE FOR THOSE RESIDENTS FOUND TO HAVE GLASS AROUND THE POOL.***

8. NUMBER OF RESIDENTS PER UNIT. The number of Residents per Unit cannot exceed the number of bedrooms in the Unit, unless stated otherwise per your Lease.

9. NUISANCE. Resident shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Unit, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of any of the other occupants of the Community or the guests and invitees or any others lawfully in or around the Community. Upon notice by Landlord or Management or occupants to

Resident that any of the aforesaid is occurring, Resident agrees to forthwith remove or control the same. Management does allow parties, but expects Resident to be responsible. Resident or Resident's Guest(s) shall not damage the Unit or surrounding Community including landscaping. Any garbage or trash is to be picked up the following day by 12:00 noon (this includes the parking lot). Keep the noise level down.

10. RESIDENT COMMUNICATION. You consent to our use of your cell number for texting and your email addresses to communicate with you regarding this Lease, the community, the Premises and your residency. Except for notices to vacate and any other legal notices which specify a particular method of delivery, we may send you any notices or information via text or email. You may send us information via text or email except for your intent to move out and notice of our default.

11. BASKETBALL AND/OR VOLLEYBALL COURT POLICIES.

The basketball and volleyball court hours are available in the Office and are subject to change at sole discretion of Management.

Rubber soled shoes are required on the basketball court.

No food or beverages are allowed on the courts.

No bikes, rollerblades, or skates are allowed on the courts.

Do not hang or climb on rims, nets and posts.

12. CABLE AND INTERNET AGREEMENT.

In general, the Policy prohibits uses and activities involving services that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or your community's Equipment, either individually or in combination with one another, to:

undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;

post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;

upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission;

transmit unsolicited bulk or commercial messages commonly known as "spam";

send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, newsgroup, or chat service;

initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme; participate in the collection of very large numbers of email addresses, screen names, or other identifiers of others

(without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
collect responses from unsolicited bulk messages;
falsify, alter, or remove message headers;
falsify references to your community or its network, by name or other identifier, in messages;
impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access;

Technical Restrictions

access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;

use and installation of any unauthorized wireless access device or router is prohibited unless authorized by management. If any device is found it must be removed and failure to do so within 48 hours could result in a \$100 fine. Management also reserves the right to remove any such devices if the Resident does not do so within the time period prescribed.

use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet snipers, encryption circumvention devices or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;

distribute programs that make unauthorized changes to software (cracks);

use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;

use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial Residential use;

service, alter, modify, or tamper with the your community's Equipment or Service or permit any other person to do the same who is not authorized by your community;

Network and usage restrictions

restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;

restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any property (or property supplier) host, server, backbone network, node

or service, or otherwise cause a performance degradation to any property (or property supplier) facilities used to deliver the Service;

resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and noncommercial Residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose

(whether or not for profit); connect the property equipment to any computer outside of your Premises;
interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so. PLEASE NOTE: By signing this agreement Resident agrees that Resident shall not engage in a course of conduct that materially interferes with our right under this Lease to provide cable and internet to Community and/or inhibit bandwidth or otherwise provided to the Community. Resident agrees to abide by all terms listed in the Cable and Internet Agreement and agrees not to violate any usage restrictions or other unacceptable activities. Resident will be liable for all actions and/or inactions, as well as those of invitees and guests, which hinder Management's right to provide cable and internet to Community and/or inhibit bandwidth or otherwise provided to the Community. Management reserves the right to charge back reasonable costs associated with vendors and/or actions required to trace violations of cable and internet agreement back to Resident and/or invitees and guests of Resident.

MANAGEMENT RESERVES THE RIGHT AT ANY TIME TO MAKE CHANGES TO THESE RULES AS IN ITS JUDGMENT DETERMINE TO BE NECESSARY FOR THE SAFETY, CARE AND CLEANLINESS OF THE COMMUNITY AND FOR THE PRESERVATION OF GOOD ORDER, COMFORT AND BENEFIT OF RESIDENTS IN GENERAL AND FOR THE EFFICIENT OPERATION OF THE COMMUNITY.

Resident Signature

University Heights HOA Management Representative
