



time when Resident is gone away overnight. A minimum of \$25.00 fee will be charged against any Resident for removal of trash.

- (d) **Property:** Any furniture or property provided by The Pointe @ JSU is not to be moved outside of the apartment. Any damage done to the furniture, apartment, or other Pointe @ JSU property will result in a charge to the student(s) account.
- (e) **Aerials:** The Resident agrees that no satellite or TV dish, radio wires, or television aerials, or their appurtenances shall be placed on any building or structure in any way.
- (f) **Guests:** Each guest shall be the responsibility of the Resident so visited, including any damages done to the premises by any such guest.
- (g) **Occupancy Use:** The premises shall be occupied by the Resident(s) named on this contract ONLY. The premises shall be used as private residence only and no other person(s) shall occupy the said premises. Nothing may be attached to the building. No signs, flags, or political materials may be displayed from windows. Breezeways and walkways are common areas and must be kept clear of all personal belongings. Breezeways will be checked periodically and all items not permitted will be removed and disposed. Bicycles are permitted to be stored and locked on the racks provided in the stairwells. Doormats are permitted outside front doors, but carpet scraps may not be used for doormats. Any Resident or guests caught throwing cigarette butts on premises will be fined a minimum of \$25.00 and be expected to clean up what they have done.
- (h) **Disturbances:** No Resident(s) shall make, or permit to be made by their family or guest, any disturbances, noises or interfere in any way with the rights, comforts and conveniences of other Residents or the operation of the property by the HRL or its Agents. Because of the nature of the apartments, it is understood that offensive noises and/or odors are expressly prohibited. All Residents are expected to conduct their personal activities in a manner which does not infringe upon the rights of the other residents. Noise (music or otherwise) shall be maintained at a reasonable level at all times. Although loud music and parties are not permitted at any time, the following hours are considered absolute “quiet hours” and must be observed by all residents:  

**Sunday-Saturday 10:00 p.m. - 9:00 a.m.**

Residents are encouraged to work out noise problems by first talking with the Resident causing the problem. If he or she does not lower the noise, then please file a noise complaint with the University Police Department (UPD) and report it to HRL staff the next morning. **How do you know if you're too loud? If your neighbor can hear your stereo, TV, or party, you're too loud.**  
Accordingly, the following shall apply to complaints concerning a Resident's violation of this rule:  
FIRST: A written warning will be issued to the Resident, specifying the complaint.  
SECOND: Upon a second complaint which is not refuted by Resident, a fine of fifty (\$50) dollars will be assessed to the student account.  
THIRD: A fine will be imposed in the amount of one hundred (\$100) dollars and HRL may declare the entire lease to be in default.
- (i) **Designated Conduct:** All Residents are expected to respect the rights of others. Climbing or sunbathing on the roof is prohibited. **OUTDOOR PARTIES AND/OR KEG PARTIES ARE ABSOLUTELY NOT PERMITTED IN THE APARTMENT OR ON THE PREMISES.** Hosting a large party or keg party is grounds for eviction. The consumption of alcoholic beverages in the common areas is prohibited. The Pointe @ JSU does not condone or permit the consumption of alcoholic beverages by any persons under the legal drinking age. Violations of this policy will be reported to UPD.
- (j) **Flammables and Explosives:** Storage of kerosene, gasoline, butane or other bottled gasses, or other flammable or explosive agents is prohibited inside the premises. Kerosene heaters are not allowed to be used on the premises. **CALL 911 IN CASE OF ANY EMERGENCY!**
- (k) **Sales/Solicitations:** No yard or auction sales of any nature shall be permitted under any circumstances. Likewise solicitors are not permitted. Notify HRL immediately of any solicitation on premises or call UPD.
- (l) **Prohibited Property:** Waterbeds (full floatation) are not permitted in the premises. If a waterbed is found on the premises, the Resident will be fined one hundred (\$100) dollars and Resident must remove the waterbed within 24

hours. Pianos, amplifiers, electric guitars or other commercial sound equipment cannot be used on the premises. **NO ANIMALS ARE PERMITTED AT ANY PROPERTY**, without prior written approval from HRL personnel.

- (m) **Locks and Keys:** HRL will retain the pass key to each apartment. No Resident shall alter any lock or install a new lock on any door. Any changes in locks or keys must be installed by The Pointe @ JSU personnel. If a key is lost or stolen, or not returned for any reason at the termination of the lease, a charge for replacement of lock and keys will be made against the Resident(s) security deposit. No Resident may duplicate a key and a Resident living in a unit with other individuals shall not allow the use of their key by any person. Contact the RLC/RA immediately should you misplace or lose your key. You must also present a picture ID before you are allowed access into the unit. Resident(s) is not allowed to enter the property through a window, door, or to remove any window screens to gain access to property. Resident will be held liable for any damages caused by such.
- (n) **Neighbors:** Be respectful of your neighbors and their property. Do not sweep or throw debris from the leased premises into any of the corridors, halls, or into the yard area or on the porch area of any other Resident as well as any common area.
- (o) **Windows:** Cleaning, maintenance and cost of repairs due to damage or breakage of windows, glass doors, and window screens are the Resident's obligation. Foil, sheets, towels and other make shift coverings on windows and/or glass doors are forbidden. No window painting, signs, posters, or plaques or any other items, except curtains, blinds, or shades are permitted. Cans, bottles, or similar items shall not be placed on windows or windowsills; if they can be seen from the exterior of the unit. If window screens are provided, Resident is responsible for damages to them. Screen doors are not provided at The Pointe @ JSU. Mini blinds, which are furnished by The Pointe @ JSU, must be used.
- (p) **Appearance:** The hanging of rugs, laundry, towels, mops, or articles of clothing over the windowsills or balcony rails is forbidden. Outside garbage containers other than those provided by The Pointe @ JSU are forbidden on the demised premises. All trash and garbage will be placed in sanitary containers in locations designated by The Pointe @ JSU or its Agent. Resident agrees to deposit trash and refuse directly into the compactor and not leave it in the units or in the common areas, hallways, breezeways, or similar places. HRL reserves the right to impose reasonable fines for the violation of this provision as well as for any littering by Resident.
- (q) **Outdoor Cooking/Outdoor Lights:** Grills are not permitted at all and shall not be stored on balconies, patios, hallways or breezeways. If the charcoal grills located on the property are used, Residents are responsible for discarding their charcoals properly. They are not to be discarded on the grounds. Clean area after use and dispose of used coals in the appropriate bins. All grills must be maintained in a neat and clean manner. Grills must be attended at all times. Water must be available at all times to extinguish uncontrolled flames. Residents should douse charcoal with water to ensure fire is completely extinguished before leaving the area. No cooking is allowed on walkways or porches. Only clear or white standard light bulbs are permitted on the outside of the building. Outside decorative lighting is prohibited unless approved by HRL.
- (r) **Fire Extinguisher:** The fire extinguisher is to be use only in the event of a fire in the apartment, the building or on the grounds of the complex. The extinguisher is not to be removed from the premises. If the fire extinguisher is used at any time, it should be immediately reported to HRL so that the device can be "recharged" to assure continued protection. The Resident should periodically check the gauge of the fire extinguisher to assure that it remains "charged" and ready for use. If the gauge should indicate that the device needs to be "recharged", or if the Resident is uncertain as to condition, the situation must immediately be reported to HRL. Should the device need to be "recharged", it will be done at no cost to the Resident if the discharge is due to leakage or other malfunction. Discharge for unauthorized reasons will be charged to the Resident.
- (s) **Maintenance:** It is the responsibility of the Resident to report any maintenance requirements online through MyResCenter immediately. Any damages caused to property due to failure to report will be the responsibility of the Resident. Once every month, Resident Assistant (RA) personnel will conduct a health and safety inspection of your unit, which will include checking the smoke detectors. RAs will also check for any other maintenance issues which will be submitted as a work order at that time. In between inspections, please report any leaking faucets, running toilets, problems with smoke detectors, etc. through MyResCenter.

- (t) **Pest Control:** HRL contracts for monthly pest control spraying. This service is not optional and all residents are expected to cooperate with the pest control personnel.
- (u) **Rule Changes:** JSU reserves the right at any time to make changes to these Rules and Regulations as HRL shall in its judgment determine to be necessary for the safety, care, and cleanliness of the premises for the preservation of good order, comfort, and benefit of Residents in general and for the efficient operation of the apartment community. Residents are responsible for reading and knowing the policies and procedures included in the Guide to Residence Living, found online at <http://www.jsu.edu/housing/guide.html>. A notification of such changes shall be given to resident(s).
- (v) **Pool Rules and Regulations:** Our pool will remain open seven (7) days per week from 8:00 a.m. to 6:00 p.m. during the summer season (opening in May and closing in September) with the following stipulations:
- (1) All persons using the pool do so at their own risk. There is no lifeguard on duty. HRL shall not be held responsible for accidents resulting from the resident's negligence.
  - (2) The pool is for private use only.
  - (3) Each resident has a limit of two (2) guests per resident, and the resident must accompany each guest at all times.
  - (4) Children (under 17) are not allowed in the pool.
  - (5) Non-alcoholic drinks are permitted in the pool area in plastic containers only.
  - (6) PETS ARE NOT PERMITTED IN THE POOL AREA UNDER ANY CIRCUMSTANCES.
  - (7) Running and unnecessary noise is not permitted in the pool area.
  - (8) Food or glass of any type is not permitted in the pool area. Dispose of all litter and trash in trash containers. Smoking is not allowed in the pool area.
  - (9) Music from radios must be kept at a minimum volume to assure the quiet enjoyment of all residents and their guests.
  - (10) Emergency Life Saving Equipment is for emergencies only. Please do not tamper or play with this equipment.
  - (11) No diving under any circumstances.
  - (12) When wet, slippers and towels must be used before entering the club house.
  - (13) Proper swimming attire must be worn at all times.
  - (14) The entrance to the pool area must remain locked at all times. This is an important safety precaution.
  - (15) Use of suntan lotion and oil is permitted on the sun deck provided a soap shower is taken prior to entering the pool.
  - (16) Use of air mattresses, inner tubes, or large objects in the pool is not allowed.
  - (17) Spitting, spouting water from the mouth or blowing of the nose in the pool is not permitted.
  - (18) Any person with considerable exposed sub-epidermal tissue, open blisters or cuts is strongly advised not to use the pool. Any open wounds may become infected. People suspected of having infectious or communicable diseases may not use the pool.

- (19) No bicycles, roller blades, skateboards, hover boards, etc. are permitted in the pool area.
  - (20) Swimming is prohibited after stated pool hours.
  - (21) Pool will be closed after adding heavy doses of chemicals to the water as eye/skin damages could result.
  - (22) Staff members of The Pointe @ JSU are not responsible for loss of personal property.
  - (23) HRL reserves the right to refuse entrance to any person(s) who, in their judgement, is/are in violation of the rules and regulations.
  - (24) Every precaution is taken to ensure your safety. If, for any reason, the pool and patio are deemed unsafe for use, the facility will be closed immediately and will remain closed until the city, state, and/or HRL deem the area safe for use.
  - (25) Posted rules and regulations must be followed.
- (w) **Move-Out Charges:** Upon the Resident(s) vacating the premises, charges will be assessed for any work (cleaning, painting, shampooing, repairing, etc.) required.
  - (x) **Drug Free Housing:** The Pointe @ JSU does not tolerate the use of illegal drugs and is a drug free zone. It is a violation of the rules and regulations to have illegal drugs on any part of the property. This includes, but is not limited to inside of a unit, in a vehicle on the property, any common areas of the property, etc. Failure to comply may result in monetary fines and/or eviction. See JSU Student Code of Conduct for more information.
  - (y) **Security Notice:** The Pointe @JSU is protected by video surveillance. Residents should not tamper with any other security equipment, including, but not limited to, smoke detectors, cameras, access gate, etc. Residents found in violation will be fined accordingly.
  - (z) **Entrance/Exit Gates:** Residents will be issued a gate card to gain access into the property. Upon entering the property, Resident will tap the card on the reader to gain access to the property. To enter, Resident will wait for the arm to raise and the gates to open before moving forward through the property. When exiting the property, Resident will pull forward to the sensor and wait for the arm to raise and the gates to open before exiting the property. If Resident's guest needs to enter the property, the guest must use the key pad to locate the Resident's name. The guest will select the Resident's name and the Resident will be contacted via phone number provided to the Clubhouse. The Resident will press 9 to allow the guest entrance through the gate. If a Resident or Resident's guest damages the gate, the Resident and/or guest will be responsible for any costs associated with repairing the gate. Any and all damage caused by Resident/s and or Resident's guests will be directly charged to resident's account. The Resident will be charged \$10 for a replacement card if the card is lost, stolen, and/or broken. Pedestrians may not use car entrance as access to the premises and must use the intended gates for pedestrians. JSU and/or Owner shall not be liable to Resident(s) or Resident's guests for any damage or injury caused by misuse, abuse, carelessness or as a result of not abiding to the mentioned above.