

The Commons
Tenant Handbook
Hotline (256) 361-0600
Commons@HickorySeniorLiving.com

Welcome, New Tenant!

Welcome to your new home. This Tenant Handbook should answer most of your questions about the Commons and help orient you to the community. Please read it and refer back to it as needed. When changes to the handbook occur, I will notify you and you will be offered a copy of the revised handbook.

One thing to note in this handbook is the variety of services that you can opt into during your residency at the Commons. For a list of services and prices, please refer to Exhibit A. Like the handbook, when changes to Exhibit A occur, you will be notified and offered a copy of the revised document.

If you have any questions, please contact me. You can stop by my desk in the lobby, or if I'm not there, you can reach me by calling the Tenant Hotline or by emailing me. The telephone number and email address are printed on the front of this document for easy access.

Sincerely,
Property Manager

Activities. Sometimes an activity will require reservation or may be provided at an extra charge, and if this is the case, a sign-up sheet will be located in the lobby.

Age and Self-Care Requirements at Application and Acceptance. At the time of acceptance for residency one tenant must be age 55 or older and other tenants must be age 35 or older. At the time of acceptance for residency, each tenants must not currently, in the opinion of Commons, use or require assistance with any of the Activities of Daily Living (ADLs) (bathing, dressing, ambulation, toileting or eating) and must not currently, in the opinion of Commons, use or require assistance with the Instruments of Activities of Daily Living (IADLs) (managing finances, handling/arranging transportation, shopping, preparing / acquiring meals, use of telephone, managing medications, housework and basic home maintenance). Applications from individuals interested in becoming Commons tenants who do not meet these criteria will not be accepted.

Alteration, Improvement of Your Apartment. Alterations are defined as any change to the unit other than instillation of furniture that is not attached to the walls, floor, or ceiling. Alterations must have prior written approval of the Property Manager and be done at your own expense. If approval is granted, examples of alterations include some but not all of the following:

- Drilling holes in walls, floors, or woodwork.
- Painting.
- Changing floor coverings.
- Installing antenna, wall telephones, alternative wall covering, or ceiling mounted light fixtures, etc.
- Wired doorbells can be ordered, purchased, and installed only by the Commons. Tenant may purchase and install (or pay us to install) their own wireless doorbells, but they must be 900MHz systems. 2.4MHz wireless doorbells are not permitted at all as they interfere with Commons RF and Wi-Fi signals. See Exhibit A for current cost.
- Patio/Balcony Screen/Storm doors can be ordered, purchased, and installed only by the Commons. No other alternate door covering is permitted. See Exhibit A for current cost.
- Ceiling fans, patio/balcony door blinds, patio railings, wired doorbells, screen/storm doors (including installation of all) must be ordered and purchased only from the Commons. See Exhibit A for current cost.
- Cutting, sawing or any interior renovations.

Unless doing the work yourself, approved alterations must be performed by Commons maintenance staff and may not be performed by an independent contractor. You will be charged for the work and materials at the time of alteration, as well as for the cost of restoring the apartment to its original condition after you leave.

Additions, alterations, improvements, and anything permanently affixed to the walls, floor, ceiling, or doors will become part of the realty and belong to the Commons. Due to safety and maintenance requirements, you may not change apartment locks. Changing or installing additional lock(s) is prohibited.

Please do not place personal property, personal memorabilia, or wall-hanging(s) in the corridors, so that we can maintain a pleasing, neutral environment in these common areas. If such placement occurs, the Commons will restore the corridors to their original finishes, and the tenant responsible for the placement will be charged for the cost of this restoration.

Barbecue Grills on Patios and Balconies. The Fire Department prohibits use of electric, charcoal, or wood burning grills on the apartment balconies of Commons 2nd and 3rd floor apartments. Tenants living on the 1st floor may keep and use grills on their patios, but not on the lawn. There is also a grill in the Outdoor Living

Area that is available for tenant use. However, you must provide your own grilling tools. For more information, see the Outdoor Living Area section.

Beauty and Barber Shop. There is a beauty and barber shop in Oakleaf Cottage. Stop by the shop to make an appointment. The beautician is an independent contractor, so arrangements for payment should be made with the operator.

Billing, Monthly Statements. ACH Debit (Automatic Bank Draft) is processed on the 5th of the month, except when the 5th falls on a holiday or weekend, in which case it will be processed the next business day. Your monthly customer statement will be emailed to you. If you do not have email services, it will be mailed to you. One-time or ancillary services rendered will appear on the statement once the transaction has been processed in our accounting system. Please call the telephone number listed on your invoice with any questions about your invoice.

Business Telephone Hours. Tenants contact person is the Property Manager who can be reached through the Tenant Hotline. Property Manager work hours are posted in the lobby. The Commons is not staffed during the following holidays: New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Care and Disposition of Apartment Personal Property. As a tenant, you are responsible for the care and maintenance of your personal property in your Commons apartment. In the event of your permanent transfer for health reasons or in the event of your death, the Commons will make every reasonable effort to safeguard your personal property until disposition instructions are received from you or your authorized representative. We will arrange for the transfer or storage of your property if you or your authorized representative informs us of your need for this service, and we require payment in advance for these arrangements. Estate or garage sales are not allowed on Commons property.

If your personal property is not claimed or disposition instructions are not given within thirty (30) days after permanent transfer or death, we reserve the right, but are not obligated to place the property in a commercial warehouse at your or your estate's expense and to release the apartment. Any personal property not claimed by you or your authorized representative within sixty (60) days after such transfer or death shall be considered abandoned and may be disposed of by us, and the proceeds from disposal will be applied to your account with us. Please understand that your apartment rent will continue to be due until your property is removed from the apartment.

Catering. Please discuss your catering needs with the Property Manager or call the Tenant Hotline.

Certified Registered Nurse Practitioner In-home Visits. The Commons partners with Alpha & Omega Health Care Providers (AOHCP) to provide in-home access to a Certified Registered Nurse Practitioner (CRNP) who works directly under a licensed physician. Tenants can choose to use AOHCP as their source for primary geriatric care or they can use AOHCP on an as needed basis. AOHCP's CRNP will make on site visits at the Commons monthly (or more frequently depending on tenant demand) to see their patients and will perform a variety of services including:

- Evaluate the functional health and well-being of tenants who choose to utilize AOHCP.
- Prescribe orders for medications and/or lab work.
- Perform routine medical exams.
- Recommend or refer to other specialists for complex conditions.

These services are provisioned and managed by AOHCP and made available to tenants. The Commons will not be responsible for the actual treatment provided by AOHCP representatives nor the outcomes of treatment. Payment for services is handled directly by AOHCP. Insurance/Medicare coverage for services is dependent on age, insurance coverage, and the types of treatment rendered. AOHCP, once engaged, can help tenants determine eligibility for coverage and applicable out-of-pocket costs, if any.

Tenants interested in AOHCP services should contact the Property Manager.

Club Room. The club room is available at all times for tenants' enjoyment. It has comfortable seating, fireplace, wide screen television, and kitchen. Coffee is provided every morning, and you can enjoy popcorn, or another snack every afternoon. Come join other tenants and visit. If you feel like cooking, the club room is equipped with a full kitchen, including a refrigerator, dishwasher, garbage disposal, pots, pans, cooking utensils, flatware, and eating utensils. Adjacent to the club room and kitchen is a private dining room. When you wish to entertain guests and use the kitchen and/or private dining room, you may reserve it for your private use for a maximum of 4 hours by contacting the Property Manager through the Tenant Hotline. The Property Manager will place appropriate notice in the reserved room(s). Reservation is free, but costs may be incurred if you request food delivery (see: Catering). Once reserved, other tenants are requested to respect the privacy of such gatherings.

After use, please clean up and return the kitchen and private dining room to the condition in which it was provided to you. Commons staff can provide this cleaning service for you at an additional charge, but only if arranged with the Property Manager prior to your event. If the staff must clean up after your use, then appropriate charges will be included on your monthly invoice.

Condition of Apartment. All apartments must be maintained in a clean, healthy, and orderly condition, and the Commons reserves the right to inspect apartments to ensure such condition. If we receive a report that your apartment is unsanitary or has unsafe conditions, we will remedy such conditions for you and the cost of the remedy will be charged to your account.

Consent to Photo. As a Commons tenant, you authorize the Commons, any affiliated companies and businesses, assigns, and designee, herein referred to collectively as the Commons, the absolute and irrevocable right and permission, with respect to your image, voice, and name in any film, videotape, or photography, that Commons has taken of you:

- To use, publish, during and after your residency in the Commons, in whole or in part, individually or in conjunction with other photographs or images, in unlimited broadcast, sales, and distribution and for any purpose whatsoever, and
- To use your name in connection therewith if Commons so chooses. You also release and discharge the Commons, from any and all claims arising out of or in connection with the use of my image, voice, name in any film, videotape, or photography, including but not limited to any claims for defamation or invasion of privacy.

Damage to Apartment. Please understand that a reasonable charge for labor and materials will be made if the following repairs are necessary:

- Replacement carpet or kitchen and bathroom floor coverings damaged by urine or stains. Pets frequently damage flooring, so if you have a pet, please be sure to take extra care that they are taken out for potty breaks frequently enough that this doesn't happen to you.
- Structural repair or replacement of walls, windows, or doors.
- Patching and painting of walls and trim; Removal of customized paint or wall coverings.

- Replacement of stove top due to excessive scratches. We recommend the use of Magic Glass Cooktop Cleaner & Polish for cleaning. More abrasive cleaners as well as excessive sliding of pots/pans on stove top and boil overs lead to excessive scratches.
- Smoker's damage to an apartment is not considered normal wear and tear on the use of the apartment, and you will be expected to reimburse the Commons for repairs. The removal of smoker's damage from an apartment is costly and can be in excess of \$10,000. Avoid this expense by adhering to our smoking policy.

Fitness Center. The fitness center is located adjacent to the club room. It is well-equipped and available for your good health and enjoyment. The fitness center is open 24 hours a day, 7 days a week. Guests must not be left unattended in the fitness center and must be accompanied by the tenant at all times. No-one under the age of 18 is allowed in the fitness center. Please be kind to your fellow tenants by wiping down machines after your use with the provided cleaning supplies. Do not remove any equipment from the fitness center.

Decoration of Corridor, Door, Balcony, Patio. You are welcome to hang a tasteful door treatment limited in size to 4 square feet, such as a wreath, on your apartment entry door. Seasonal or permanent decorations may not be placed in the corridors or on the apartment balcony, except for holiday decorations, including lights, which may be displayed on the balcony from December 1 to December 31. Please do not allow anything to protrude or overhang your balcony, like laundry or throw rugs. Apartment entry floor mats may not be placed in the corridor as these are foot hazards.

Dining Service. At additional cost to you and your guests, dining services may be available. Mealtimes, additional charges, and credits can be found in Exhibit A. No substitutions are available to the menu as published.

Meal Plan. The meal plan allows you to purchase meals at discounted monthly rate. Cancellation of one of our meal plans must be done with the Property Manager. When you are planning a vacation, please discuss discontinuing your meal plan with the Property Manager, because there are no credits available for vacations or missed meals.

A la Carte. You may purchase meals on an a la carte basis. Reservations for a la carte meals are only accepted Monday through Friday. Reservations for Monday meals must be made on Friday. We require advance reservation notice by 12:00pm the day prior to when you plan to take a meal or when you are bringing guests for a meal. Call the Tenant Hotline to make a reservation. Charges for dining services will appear on your monthly invoice.

Apartment Delivery. Apartment delivery of meals is also available for purchase. Times of delivery and charges are as published in Exhibit A of the Handbook. If you have purchased meals through one of our meal plans or provided the required advance reservation notice for a la carte or guest meal, you may request apartment delivery with a minimum of 2 hours' notice prior to the scheduled mealtime. Call the Tenant Hotline to make a reservation.

Emergencies. In the event of a medical or security emergency, dial 911 to reach these services. THE STAFF OF THE COMMUNITY IS NOT AVAILABLE TO HELP YOU IN SUCH EMERGENCIES. For a non-emergency, such as a wellness check on another tenant, you may call the police department's non-emergency line at 256-722-7100. This is a number you should also provide to your family if you want them to be able to call for a wellness check on you in the event that they have a difficult time reaching you. If you ever feel unsafe for any reason, including noise or disturbances from other tenants or their guests, call 911.

Emergency Procedures. When we are required by Huntsville Fire Department or other State and Federal agencies to conduct fire and tornadoes drills, your participation is required. Please review the following procedures in the event of such a drill or an actual emergency. For your convenience and safety, evacuation maps are located in all hallways.

Fire. Upon sound of the fire alarm, the Fire Department will be notified by our alarm monitoring company. MANAGEMENT OR TRAINED ON-SITE MAINTENANCE PERSON WILL TURN OFF ALARM. In case of fire, follow these procedures:

- Do not use the elevator.
- The greatest danger in a fire is panic. REMAIN CALM. Speak in a normal tone, and do not run.
- Never try to fight a fire without a fire extinguisher.
- Do not try to evacuate other tenants.
- Do not take time to dress. Take a blanket, SAVE YOURSELF.
- Close your home door as you exit to prevent the spread of fire and smoke.
- There is a designated escape route for each apartment. Escape routes are posted in corridors. Learn and know your escape route.
- Tenants requiring assistance in a fire emergency must go to the closest stairwell and wait for assistance from fire department personnel.
- After leaving the building, proceed away from the building.

The Fire Marshall prohibits motorized ambulatory devices, wheelchairs, and walkers from being left in the corridors. These are an obstruction during an emergency.

Fire Prevention Tips

- Do not use extension cords.
- Do not overload the outlets.
- Have appliances repaired if they are not working properly.
- We suggest that you purchase a 3-pound ABC Dry Chemical fire extinguisher for your apartment. These are available from Wal-Mart and Home Depot. Learn how to use it in accordance with the directions on the bottle. For small electrical and kitchen fires, they can help avoid much greater damage.

Tornadoes. There are two types of notices issued by the National Weather Service:

- "TORNADO WATCH," which means that tornadoes are expected in or near your area.
- "TORNADO WARNING," which means that a tornado has been sighted, and this or other tornadoes may strike in your area.
- It is during a "TORNADO WARNING" that you must take action. Please do the following in an orderly manner:
- Go to the stairway at the end of each corridor. Remain inside the stairway for the duration of the tornado warning.
- You may wish to take a pillow and blanket, or even a folding chair, with you just in case there is a long wait.
- Stay away from glass windows.
- When the tornado warning is cancelled, you may return to your apartment.

Entry of Apartment. We must be able to enter your home at any time to respond to emergencies and perform maintenance or other scheduled services. Changing or installing additional locks, chains, etc., on your doors is prohibited. Should you wish us to allow someone to enter your apartment in your absence, written authorization must be provided to the Property Manager.

Keypad codes cannot be “0000”, “1234”, or contain the same number consecutively more than twice. You may change your code at no cost by completing the change on your original registration form with the Property Manager.

Do not share your code or fob with anyone other than trusted family or friends that you register with the Property Manager as “trusted visitors.” Delivery personnel, such as pizza delivery, furniture deliveries, etc. cannot be registered as trusted visitors and therefore are not eligible for fob or code sharing. You must meet these delivery people at the exterior door to accept your delivery or make arrangements for someone else to accept your delivery for you using the same guidelines. Also, please do not be offended if an employee asks your family or visitors for identification.

The Commons will not let delivery people into your home. While the Property Manager may admit approved service providers into your apartment, we do not give keys to anyone.

Lost or stolen key fobs should be reported to the Property Manager immediately so they can be deactivated. Additional keys and fobs may be purchased through the Property Manager.

Door Opening, Door Propping. Fire department regulations prohibit propping open apartment entry doors and leaving entry doors open.

Key, Locked Out of Apartment. If you accidentally lock yourself out of your apartment during Property Manager’s work hours, call the Tenant Hotline or find him or her in the lobby. However, if you accidentally lock yourself out of your apartment outside of Property Manager’s work hours, you must go to Ivy Cottage and find the staff on duty. After the Ivy staff verifies your identification, he or she will provide you with a temporary key to your apartment. The staff will require you to sign a receipt. The staff will not be allowed to leave their building; therefore, you must take the key to your apartment, open your apartment door, and immediately return the key to the Ivy staff. Please do not fail to immediately return the key to the Ivy staff, or you will be charged a fee for failure to return the temporary key.

Firearms and Other Weapons. Firearms, as defined below, are prohibited at the Commons because of the danger posed to tenants, guests, and staff. The Commons considers the following as part of our ban on firearms:

- Any pistol, rifle, shotgun, flare gun, or starter gun that will, or is designed to, expel a projectile using an explosive charge as propellant.
- Fireworks.
- Flammable or combustible agents.
- The frame or receiver of any such weapon.
- Any firearm muffler or silencer.
- Ammunition and propellant.
- Any other similarly destructive device.

We also prohibit instrumentalities sold as weapons including, but not limited to:

- Swords
- Grenades
- Archery equipment
- Tear gas
- Stun guns

Only security or law enforcement personnel engaged in official duties may carry weapons in the Commons. Violating this policy will result in immediate termination of your Lease Agreement.

Garden Area. We have a designated plot of ground for gardening. Each spring we will till this ground for planting. Flower planting, shrubbery planting, vegetable gardening by tenants are limited to the designated garden area.

Guests. Tenants are responsible for the behavior of their guests.

Guests in Apartment. Each apartment is entitled to thirty (30) guest(s) nights each calendar year. All guests must be registered with the Property Manager, which you can do by calling the Tenant Hotline. You shall be responsible for the conduct of your guests and their abiding by the terms of the Lease Agreement and all other rules of this Handbook.

Guests in Common Areas. Common areas of the Commons are for the exclusive use of the tenants. Guests must be accompanied by tenant when visiting common areas. Please inform your guests that they must go to a tenant's apartment, by using the most direct path, and that they are expected to leave the apartment the same way.

Guest Parking. Guests may park their vehicle in any non-reserved parking space, or they may park in a handicap space, but only with appropriately displayed tags.

Guest Pets. Guests' pets are not allowed on the premises.

Housekeeping and Laundry Services. Housekeeping and laundry services are available at an extra charge and can be scheduled through the Property Manager. The tenant must provide specific cleaning and/or laundering instructions to staff and must supply all equipment and cleaning supplies. The Commons will not be responsible for items damaged during the cleaning/laundry process.

Daily Tidy Up

- Making beds.
- Emptying trash from all receptacles and removing it to trash chute/trash room.
- Laundry
- Folding or hanging clothes.
- Ironing.
- Cleaning the interior and exterior of washer and dryer.

Housekeeping and Laundry

- Sanitizing all bathroom and kitchen surfaces, including floors.
- Changing out bed linens and towels.
- Dusting/cleaning furniture, woodwork, blinds, pictures, light fixtures, and switch plates.
- Spot cleaning carpets and vacuuming and mopping floors.
- Washing windows.
- Sweeping patio or balcony, wiping down patio furniture.
- Removing trash to chute/room.
- Laundry service.

Spring, Fall, Deep Cleaning

- These services are provided by our housekeeping staff as directed by the tenant.
- Move In, Move Out.
- Unpacking boxes and placing items as directed by tenant and removing trash.
- Assisting the tenant in packing and sealing boxes and removing trash.

Independent Contractors. If you employ an individual for any purpose and that individual will come on to the Commons or Community property or into our building, you must inform the Property Manager. For your protection and the protection of all tenants, we require all such persons be background checked by the Commons prior to coming to work for you. The tenant agrees to pay the costs for a background check, and the contractor must complete an application to enable the background check. Please provide the Property Manager with 5 days advance notice of your intent to hire a contractor to allow enough time for approval. You will be informed whether he or she may work on our property.

Tenants may not under any circumstances make contractual arrangements with, or employ, Commons or community staff. You may not solicit our staff to resign from working for us in order to work for you without our prior written consent to such arrangement. Employees who have been involuntarily terminated by the Commons or community may not return to the premises.

Insurance for Apartment, Motorized Ambulatory Devices, Personal Property, Pets Release, and Indemnity. Tenants are responsible for insuring their own personal property. Purchasing a Renter's Insurance Policy would insure your personal property located in the apartment or stored elsewhere in the Commons. A Renter's Insurance Policy should have your possessions covered and can be tailored to include coverage for theft, flood, fire, accident, and personal liability.

Insurance for Motorized Ambulatory Devices. If you use a motorized ambulatory device in the Commons, we recommend that you maintain liability insurance which provides for a minimum liability limit of \$300,000. The repair of any damage you cause to the Commons or Community will be billed to you. You can also cause injury to yourself or another tenant with an ambulatory device. Carrying insurance for this device would allow you to file a claim and have your insurance company pay for that damage or injury for you should such an incident occurs.

Insurance for Pets. Please provide us with proof that your Renter's Insurance Policy provides property and liability coverage for your pets. Pet insurance coverage may require a special endorsement to your Renter's Insurance Policy. For the protection of all tenants, this coverage will be required throughout your occupancy. Please note that insurance companies will not insure some pets, so please check with your insurer prior to bringing a pet to the Commons.

You are responsible for your personal property (and that of your guests) whether you secure and maintain such insurance or not. The Commons is not responsible for the destruction, damage, loss, or disappearance of your property except when caused by the gross negligence or intentional acts of the Commons or its staff. Additionally, your personal safety (and that of your guests) is also your responsibility. The Commons cannot be held liable for injuries or death resulting from your negligence, intentional acts, or participation in any of the Commons activities, recreation, or excursions.

Internet. Internet access is available for all tenants on computer terminals in the Common's Club Room. Please be courteous and limit your time on the terminal when other tenants are waiting. Wi-Fi is available for basic usage throughout many areas of the building. Continual coverage of Wi-Fi in a specific area is not guaranteed. Basic usage does not include streaming or any high bandwidth usage.

Lobby. The lobby is the main entrance to the Commons and the perfect area to wait for your visitors or deliveries. Mailboxes, the Property Manager's desk, community messages, and the Commons camera viewing tv are located here. Please do not leave personal items in the lobby, including shopping carts and ambulatory devices. Also, the Property Manager is not always in the lobby and may not be available to buzz your visitors or deliveries in for you, so when you are expecting guests, please be prepared to come to the lobby and let them in yourself.

Mail and Parcel Delivery. You will be provided a personal mailbox and key at the time of your move-in. The mailbox is located in the lobby. Please do not place signs, stickers, or name tags on your mailbox. We will remove them and reserve the right to charge you for their removal. An outgoing mail depository is located near your mailbox.

For larger boxes or packages delivered by the USPS, these will be placed in a larger box located under the bank of tenant mailboxes. When you receive a large package, the postal carrier will leave a key in your personal mailbox, and you use that key to access the larger mailbox. After retrieving your package, leave the key in the larger mailbox, not in your own mailbox. There is a fee charged by the post office for replacement of the key.

Your mailing address is:

4300 Chris Dr. SW, Apt _____ (the number on your apartment door)
Huntsville, AL 35802

When parcels are delivered by other common carriers, we will allow them to deliver them directly to your apartment. If you are expecting a package when you are not at home, the Property Manager may hold the package in the locked lobby closet for a maximum of 24 hours. Oversized packages that do not fit in the closet or large items like furniture cannot be held, so please make arrangements for such deliveries in advance.

When on vacation, please arrange with the USPS for forwarding or holding of mail delivery. Changes in mail service can be done on the internet at <https://moversguide.usps.com>.

Maintenance. Maintenance of the lawns, landscaping, interior, and exterior of the apartment – including appliances and light fixtures furnished by the Commons – is provided by our staff. The Commons maintenance staff will provide and replace light bulbs in all permanent wall and ceiling light fixtures (i.e., lighting provided by the Commons).

Maintenance can change light bulbs in personal lighting fixtures, but you will be subject to maintenance service fees for time and materials. If you need maintenance, please call the Tenant Hotline to schedule service. Services are available for personal maintenance needs at an extra cost and will be scheduled at a lower priority than property maintenance. All requests for services must be made through the Property Manager, never directly to housekeeping or maintenance staff.

Refurbishment of your apartment may be performed, at our sole discretion, from time to time. When such refurbishment is scheduled, the Property Manager will inform you.

For afterhours maintenance reporting, please call the Tenant Hotline. For any emergencies that threaten your health or safety, or the health and safety of others, please call 911.

Tenants should contact 911 for the following emergencies:

- Fire

- Smoke
- Sprinkler head is releasing water
- Health/Medical Issue
- Any event that causes immediate concern for health or safety

Fee Based Maintenance Service Requests are handled on a first come first serve basis; maintenance rates listed in Exhibit A:

- Personal fixture bulb replacement, fixture repair
- Approved apartment customizations (painting, screen door, ceiling fan, etc.)
- Personal furnishings repair
- Other personal requests requiring skilled maintenance labor

Medical and Health Care. It is your personal responsibility to provide for your own health care and personal care needs so long as you reside with us. You hereby indemnify, hold harmless and release Commons, its owners, agents, and staff, from any and all liability, cost, and responsibility for injury and damage, including attorneys' fees, arising from your failure to obtain, or from the failure of others to furnish, appropriate health care or personal care services, and from all injury and damage which could have been avoided or reduced if such services had been obtained or furnished.

Mobile Lab and X-Ray Services. The Commons partners with Madison Core Laboratories (MCL) to provide in-home access to laboratory testing (i.e., urine cultures, blood work, etc.) and MobileX for mobile, in-home X-ray services. Tenants can take advantage of these services to have routine or as needed laboratory testing (i.e., cultures, blood work, etc.) and X-rays without leaving their home.

These services are provisioned and managed by MCL/MobileX and made available to tenants. The Commons will not be responsible for the actual treatment provided by MCL/MobileX representatives nor the outcomes of treatment. Payment for services is handled directly by MCL/MobileX. Insurance/Medicare coverage for services is dependent on age, insurance coverage, and the types of treatment rendered. If engaged, MCL/MobileX can help tenants determine eligibility for coverage and applicable out-of-pocket costs, if any. Results of any and all tests will always be provided directly to the tenant and/or the tenant's physician.

Tenants interested in these services should contact the Property Manager to obtain the request forms and contact information needed to initiate service.

Motorized Ambulatory Device. You will be solely responsible for any damages caused by your motorized ambulatory device in the apartment, the building, or on our grounds, including reimbursement of repairs. This damage is not considered normal wear and tear under the Lease Agreement. Motorized ambulatory devices may not be parked in corridors or left unattended in the lobby. You may arrange with a friend to remove and retrieve the device if you are leaving the building and will need it in order to return to your apartment.

As a tenant, you agree to fully release, discharge and acquit the Commons, their operators, managers and insurers and their predecessors, successors, assigns, agents, staff, representatives/surrogates, attorneys, affiliates, and agents of and from any and all claims, demands, actions, rights or cause of actions, obligations and liabilities of any kind whatsoever, at law or in equity, which tenant might in the future have or assert that are or may be used upon, connected with or arising from tenant's ownership, possession or use of the motorized ambulatory device. You agree to indemnify and hold harmless Commons and all entities and persons listed hereinabove from liability or threatened as a result of, in connection with, or arising out of tenant's ownership, possession or use of the motorized ambulatory device.

Moving In and Out of the Building. Please schedule your move-in and -out with the Property Manager. For tenants moving to or from the 2nd and 3rd floors, the Property Manager will install and remove padding from the elevator before and after your move to protect the elevator. The Property Manager will inspect elevator and corridors before and after move-in and -out. Please note that each tenant is responsible for damage and will be billed for repairs. For an added cost, housekeeping can help with your move-in or -out.

Vacating of Apartment Property. If your Lease Agreement is terminated for any reason, you must remove your property before end of lease termination period; otherwise, you will be expected to pay the next month's rent. Upon termination of the Lease Agreement and the vacating of your apartment, you agree to return all keys and key fobs issued to you. You also agree to leave the apartment clean and in the same condition as when you first moved in, reasonable wear and tear excepted. Finally, you agree to be responsible for reimbursing the Commons for the cost of any repairs to your apartment that are not the result of normal wear and tear.

Change of Apartment. If you request a change of apartment, you must sign a new lease and pay the applicable monthly rent for the new residence. Please note that you will be responsible for all costs associated with the move, including costs for restoring your old apartment to its original condition, and any applicable costs associated with the current lease. Please contact the Property Manager to coordinate changing your apartment.

Priority Access to Community Assisted Living. Commons tenants receive the following benefits should you ever need the 24-hour service of our neighboring Assisted Living:

- Immediate processing of application and assessment of need by Community staff.
- Choice of Community apartment including priority placement on the Community wait list.
- Temporary residency at another Community assisted living location at this Community's rate if immediate need outweighs availability.
- Application of certain deposits and fees towards Community residency.

Newspapers. Newspapers will be delivered to the Portico and/or the lobby. Tenants should pick up their newspaper from these locations or arrange for a friend to pick up for them. To arrange for delivery and payment of The Huntsville Times, please call their Customer Service Department: 256-532-4444.

Outdoor Living Area. A patio, screened porch and gas grill are located on the north side of the Commons, outside the fitness center and club room. This area can be reserved at no cost in four-hour blocks for private by contacting the Property Manager. The Property Manager will place appropriate notice outside and inside the club room. The Property Manager will place appropriate notice outside of the area. Once reserved, other tenants are requested to respect the privacy of such gatherings. Please provide your own grilling tools. After use, please clean up the patio, screened porch, and gas grill. You may request from the Property Manager that Commons housekeeping staff provide this service for you at an additional charge. If staff must clean up after your use, then appropriate charges will be included on your monthly invoice.

Parking and Recreational Vehicle Storage. Each apartment may use two parking spaces. Please provide us with evidence of current insurance and registration for any automobile and recreational vehicle you wish to park on the property. You may not use your parking space to garage automobiles that do not belong to you. All automobiles you park on the property must be in proper working condition. For an added cost, tenants may reserve specific spots, including:

- Covered carports

- Standard reserved parking spaces
- There are also spaces for recreational vehicles. These do not have electrical power and may only be occupied by RVs, or by commercial vehicles as approved by the Property Manager. Use of these spaces by any vehicle must be coordinated with the Property Manager.

Guests may park their vehicle in any non-reserved parking space, or they may park in a handicap space, but only with appropriately displayed tags. Tenants may park commercial vehicles on Commons property with prior written approval from the Property Manager, and only in RV parking area.

The Commons reserves the right to control the method, manner, and time of usage of general parking areas and of entry to the building by agents, furniture moves, and delivery personnel.

Personal Assistant. The Personal Assistant service program may be available and makes a Commons employee available to you on an hourly basis. Personal assistant can help you in a variety of ways, including:

- Reorganizing your apartment.
- Vacation preparations.
- Party set up.
- Accompanying you to outside appointments and errands.
- Performing errands.

Please note that the personal assistant may not assist you with financial or banking matters. While they may accompany you on errands or appointments, they may not drive a personal vehicle to perform their duties. They may, however, accompany you on the Commons' scheduled transportation or use this to perform errands.

Contact the Property Manager to determine how the Personal Assistant service can help you maintain the active lifestyle you desire. Scheduling a personal assistant must be done through the Property Manager and is available at an extra cost.

Pest Control. The Commons has contracted a pest control service to perform routine and periodic treatments in all apartments and Commons areas. It is mandatory for all apartments to be treated on a regular basis with non-harmful pesticides. If you are not at home during treatments, the contractor may only enter your apartment accompanied by the Property Manager or maintenance. If you find any pests in your apartment, please notify the Property Manager immediately to schedule extermination.

Pet Care and Walking Services. We also may from time to time offer pet care & walking services as available. On a scheduled basis, our staff will walk your pet once, twice, or three times a day. Contact the Property Manager to schedule either one. Please note there are time restrictions for pet walking, and it can only be purchased as available.

Pet Fees and Regulations. Tenants with apartments on the second and third floor may have no more than 2 pets, limited to 40 pounds each. Pets will be allowed only in apartments, corridors, stairwells, and the elevator, but only when going to and from building exits. Please keep any animals other than cats and dogs in a suitable crate or cage when they are outside your apartment. Dogs and cats must be on a leash when out of your apartment.

Tenants with apartments on the first floor may have no more than 2 pets, limited to 80 pounds each. These pets are allowed only in your apartment, and they must exit and enter the apartment through the apartment

patio door. These pets are not allowed in the interior of the building. Pets must be on a leash when they are outside your apartment.

All pets are subject to pre-approval by Commons Management with denial allowed in the sole discretion of Commons Management. No aggressive breeds or loud pets will be allowed in the sole discretion of Commons Management.

General Regulations Applicable to all Pets

- Tenants may have only cats, birds, fish, or dogs. Pets are not allowed at any time in common areas of the building, except when exiting or entering the building to access higher floors. You are solely responsible for feeding, exercising, and the general welfare of your pet, as well as for any damages caused by your pet to your apartment, the building, or our grounds.
- You must obtain prior written approval from us to keep a pet in your apartment. You must comply with applicable City of Huntsville pet license and immunization requirements. A non-refundable pet fee for each pet will be collected upon issuing you approval. The pet fee is payable to us at or prior to occupancy of the apartment or before you obtain a pet.
- Your pet must be covered on your renters' insurance policy at all times during your occupancy.
- Our property has a designated "Dog Walking Area," and use of this area is mandatory for all dog walking and servicing. Please pick up all your pet's – or your guest's pet's – fouling/waste in plastic bags and dispose of it in the dog waste station waste can or your personal trash. You may not place plastic bags containing pet fouling/waste in common area trash receptacles. The Commons has conveniently placed pet fouling bags in a container at the "Dog Walking Area."
- Failure to remove pet fouling/waste, or violation of any other pet regulation, will result in a warning on the first offense, and increasing fines for the second through the fourth offenses. Fifth offense will result in tenant being required to permanently remove the pet from Commons property within 30 days of notice. Complaints about your pet's infringement on other tenants or staff rights (incessant barking, jumping up on person, etc.) also constitute violations of the pet regulation and are subject to the same penalties.
- For the comfort of our tenants, pet policies are strictly enforced. We reserve the right to issue additional rules and regulations regarding the keeping of pets as may be reasonable and necessary.

Plants, Gardens, Birdfeeders, Wind Chimes, and Yard Art. Tenants are welcome to maintain potted plantings and hanging baskets on their patio or balcony. Plantings must be maintained alive and must fit completely within the covered patio/balcony space. Plants, flowers and/or garden items may not be planted on the grounds, except in the garden. Please hang planters, wind chimes, etc. in a way that does not damage the siding. If you do damage any part of the building in this manner, you will be billed for repair as part of your apartment rehab fee upon move out.

Birdfeeders are prohibited because they draw other pests (squirrels, chipmunks, rats, etc.). However, hummingbird feeders are allowed as long as they are the liquid fed type and no seed is used.

Wind chimes should be small and quiet enough that they do not disturb your neighbors. If other tenants complain about your wind chimes, you will be asked to remove them.

Yard art or signs are not permitted anywhere on the Commons grounds.

Portico, Drive-up Entrance. The drive-up portico entrance is for pick-up, drop-off, loading, and unloading. You may leave your automobile in the portico for loading and unloading purposes. To expedite your time in the portico entrance, please place all of your parcels in the lobby prior to your vehicle's arrival. We suggest

purchasing a small lightweight rolling cart to make loading, unloading, and transporting shopping items easier. This rolling cart must be stored in your apartment or personal vehicle and may not be left in the hallway or on your patio or balcony.

Quiet Hours. Please observe Commons quiet hours between 10:00 pm – 7:00 am.

Relationships between Tenants and Staff. Our staff prides itself on being cordial and helpful to tenants. The relationship between tenants and staff should remain professional. Tenants that are disruptive or physically or verbally abusive to other tenants, visitors or staff will be issued only one written warning before lease is terminated according to terms of Lease Agreement. Staff must not be delayed or deterred by tenants in the performance of their duties. Our staff shall be supervised solely by Commons management, not by tenants. All requests for services must be made through the Property Manager, never directly to housekeeping or maintenance staff. Any complaints about staff must be made to the Property Manager. The Commons is an age-restricted community, not an independent living or assisted living community, and all communication about your tenancy here should be between yourself and Commons Management.

Safety. Although the Commons has no responsibility to examine your furniture, furnishings, or personal effects for hazards, we do reserve the right to require removal, repair, or relocation of furniture, furnishings, or personal effects if we believe their condition, location, or retention is a danger to the tenant or other tenants.

Smoking. The Commons is a smoke free building, including your apartment. This includes vaping. No smoking or vaping is permitted inside any portion of the building or any patio or balcony. Smoking is only allowed in specifically designated areas which are located sufficiently away from the building in order not to disturb other residents. All smokers are required to use appropriate smoking material disposal containers which are placed in specific smoking designated areas outside for your convenience.

Soliciting. No door-to-door soliciting is permitted by outsiders, staff, or tenants. Please report any solicitors to the Property Manager.

Space Heaters and Electric Faux Fireplaces. Space heaters and electric faux fireplaces are not permitted.

Storage Unit, Remote Extra Storage Unit. We have available for rent 38 remote extra storage units located on the 2nd and 3rd floor near the elevator. Contact the Property Manager to rent a unit or to be placed on the waiting list. These units include:

- 32 units at 4' x 4' x 3.75'.
- 4 units at 4.75' x 3.75' x 6'.
- If two adjacent 4' x 4' x 3.75' units are available; a partition can be removed, making a bigger, single unit at 4' x 4' x 7.5'.

No chemicals, liquids, flammable materials (gasoline, motor oils, turpentine, acetone, paints, and paint thinners), pets, or food may be stored in the unit. Tenants must supply their own padlocks and are responsible for any fees associated with lost keys or malfunctioning locks. The Commons is not responsible for personal property stored in these units.

At termination of your Lease, you must also remove property from the storage unit. You are responsible for maintaining the storage unit in good condition and for surrendering it in the same condition at Lease termination. The storage unit is considered part of the apartment and, therefore, all Lease Agreement provisions are also applicable to your storage unit.

Suggestions. Please speak to the Property Manager for any suggestions you may have. Written suggestions should also be given to the Property Manager. You may email suggestions, call the Tenant Hotline, or stop by the Property Manager's desk.

Tenant Conduct. Fire, safety standards, and additional local ordinances must always be observed. You must be able to respond to fire and emergency warnings systems as directed in this handbook. You agree to comply – and ensure the compliance of guests, independent contractors, and pets – with the guidelines in this handbook. Additionally, you agree to refrain from objectionable or improper conduct, including, but not limited to, noise, nuisances, and strong odors. You are expected not to cause any harm to yourself and others or to inconvenience your fellow tenants and the Commons staff.

Tenant Services. The Property Manager will be your contact for coordinating all Commons services, turning them on or off. You may contact him/her at the workstation in the lobby, via the Tenant Hotline, or email.

Tips, Gifts, or Gratuities. Our staff policies do not allow individual employees to accept tips, gifts, gratuities, furniture, clothing, any personal property, etc. from a tenant. The Commons has a staff fund to which you can contribute. Ask the Property Manager to learn about the staff fund.

Traffic Direction on Premises. The flow of vehicular traffic at the Commons follows directional signage in a clockwise direction around the buildings.

Transportation. The Cottage van is available to us for scheduled transportation to shops, grocery stores, banks, and doctors within the nearby vicinity. Private transportation can be scheduled as available at an additional charge (see prices in Exhibit A).

Trash Removal Service. Trash removal services can be purchased for your apartment on a daily, twice weekly, weekly, or bi-weekly basis. Contact the Property Manager to schedule this add-on. Trash removal services include:

- Emptying trash from all receptacles.
- Sorting glass containers and boxes.
- Bagging and removing trash.

Trash Room and Trash Disposal Chute. First floor tenants, please deposit your trash in the trash room receptacle, located on the West side of the elevator landing. Garbage must be placed in heavy duty sturdy plastic trash bags no larger than 13 gallons with a draw string securely fastened at the bag opening. Boxes must be disassembled, liquids bagged and sealed, and glass bagged, and put in the trash room receptacle.

For Second and Third floor tenants, a trash chute is located on the second and third floors. Garbage must be placed in heavy duty sturdy plastic trash bags no larger than 13 gallons with a draw string securely fastened at the bag opening. Please do not dispose of boxes, liquids, or glass containers down the trash chute. Boxes must be disassembled and carried downstairs, liquids bagged and sealed and carried downstairs, and glass bagged and carried downstairs, and put in the trash room receptacle on the first floor.

As a courtesy to tenants on the first floor, please only use the trash chute between 8am – 8pm.

Utilities. Electricity, heat, and air conditioning are included in your rent. Your cooperation in reasonable energy conservation measures is appreciated. Please replace all of your personal light fixtures' bulbs with

energy efficient compact fluorescent 15-watt light bulbs. If any utility service is interrupted, the Commons will not reimburse you with reduced rent, nor shall we be liable for any loss or damage that may occur.

Vacation. Please notify the Property Manager when you will be away overnight or for longer periods of time.

Vacation Checks. We offer a Vacation Check service. Our staff enters your apartment and uses a vacation check list that you and the Property Manager develop to do things such as: check all windows and patio door, waters plants, flushes toilets, and check for water leaks. Upon your return from vacation, the Property Manager will report any problems and return the vacation check list to the tenant. If maintenance work or housekeeping service is required during your absence, the Property Manager schedules the work and informs the tenant upon return from vacation. Please see the Property Manager to arrange for either of these services. The vacation check service is available at an extra cost.

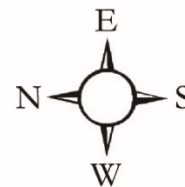
Mail Forwarding. Do not forget to arrange with the USPS for forwarding or holding of mail delivery during the time you are away. See the section on Mail and Parcel Delivery for instruction on how to arrange for this.

Meal Plan. Missed meals are not credited to your account, so be sure to put a hold for the length of your vacation on your meal plan with the Property Manager.

Valuables. If you choose to store valuables in your apartment or storage unit, you are encouraged to use a personal safe. These are available from stores like Wal-Mart, Office Depot, and Home Depot.

Walking Paths. Beautifully landscaped walking paths surround the campus. Enjoy the campus grounds as walking is the best form of exercise. All of the walking paths are well lighted for evening walking. Walking the walking path in an entire loop is .2 miles and 5 loops equals 1 mile. Don't feel like walking outside? The entire Commons building can be used for walking, especially in bad weather – 7 laps around the first floor equals 1 mile!

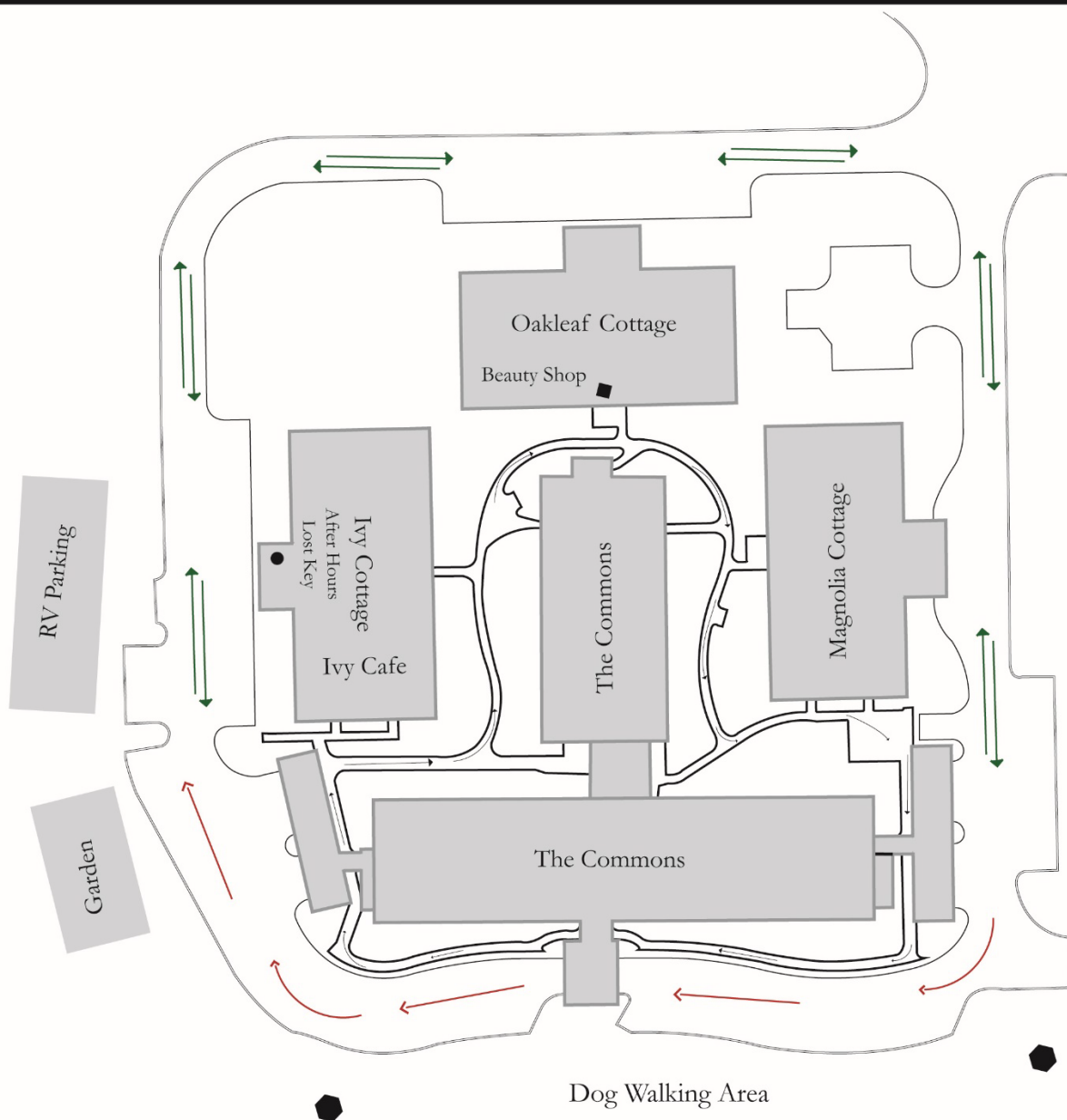
Waterbeds. Waterbeds are not permitted.



Memorial Parkway

Chris Drive

Vermont Road



Key:



Pet Fouling Station



Walking Path (1 loop = .2 miles; 5 loops = 1 mile)



Two Way Traffic



One Way Traffic

● Entrance for After Hours Lost Key ◆ Entrance for Beauty Shop