

MARK APARTMENTS RULES AND REGULATIONS

This document sets forth the rules and regulations concerning residency at The Mark Apartments. These rules and regulations are part of the Lease Agreement and Contract. Unlike the terms and provisions set forth in the Lease Agreement and Contract, these rules and regulations are subject to being amended at any time without affecting the remainder of the Lease.

1. Fairchild Management Co., LLC is designated as the Owner's representative to supervise and manage the apartment properties and to speak for the Owner on all issues concerning the Lease Agreement and Contract.
2. Office hours of The Mark Apartments are 8:00 A.M. to 5:00 P.M. Monday through Friday. Emergency calls (any problem that is considered threatening to life or property) can be made after hours to The Mark Apartments emergency number: 601-466-7872.
3. Maintenance policy: Please report all maintenance requests to the office within office hours, if possible. Maintenance personnel will make an effort to respond to your request same day as reported, but no later than twenty-four hours afterward, if possible. Management asks that you restrict all after hours maintenance calls and weekend maintenance calls to **EMERGENCIES ONLY**.
4. Keys: We provide you with up to three (3) door keys and two (2) mailbox keys upon move-in; if you misplace a key, management will make a new key for a charge of \$2.00 per key.
5. **Appliances:** The following information is provided to help you get the best possible service out of your appliances. If you find that you do not understand how to operate an appliance, please notify management. Our maintenance personnel are proficient with appliance operation and do not mind assisting our residents with maintenance-related needs or questions. No appliance may be left in operation while the apartment is unoccupied. Do not leave home with any appliance operating.
 - Disposal:** Please use the garbage disposal ONLY for small amounts of food. Paper, plastic, metal, glass, bones, wax, or any solid items will cause the disposal to malfunction. One of the kitchen wall switches located near the sink operates the disposal. Run cold water into the disposal before and during the process. If the disposal will not start, please notify management.
 - Dishwasher:** Please use detergent designed for dishwashers only. Do not let any items (food items included) collect in the bottom of the dishwasher. Please run the dishwasher only when you are in the apartment.
 - Microwave:** Do not put any type(s) of metal in the microwave. If your microwave is not working properly notify management immediately.
 - Stove/Oven:** The stove in your apartment should be self-cleaning. Please do not use any type of oven cleaner in the oven. If you do not know how to operate the self-cleaning oven, please notify management. If your range DOES NOT have the self-cleaning feature, please use standard oven cleaner.
 - Washer:** Use detergent designed for washing machines only. Do not overload the washer and remember to balance each load of laundry before starting the wash to insure a proper spin cycle.
 - Dryer:** Empty the lint filter located in the front or top of the dryer after each use. A dirty filter can cause the dryer to overheat and malfunction. It will also take longer for your clothes to dry because of reduced airflow, which in turn uses more electricity.
 - Toilets:** Please do not place anything in the toilet that could cause the sewage line to be clogged. If the line becomes clogged and the toilet has to be pulled as a result of something being dropped in the toilet, the Resident will be held responsible for the charges. Resident is responsible for keeping a plunger inside of apartment.
6. A/C Filters: Maintenance changes the filters on your central A/C / Heater unit(s), usually two times per year. This preventative maintenance task is performed during normal business hours. If you would like them to replace your filter(s) more frequently, please notify the office and they will replace the filter(s) at no extra charge.
7. Pest extermination: Each apartment complex is treated every thirty (30) days. Notify management if the extermination is not working in your apartment or if you have a specific problem. Resident must follow pertinent instructions given by exterminator to ensure that the pest control/extermination procedure(s) work as quickly and thoroughly as possible.
8. Countertops: The countertops in your kitchen are made of high-grade laminated Formica. While Formica is very durable, severe heat or excess water can damage or stain this surface. Do not place hot pots and pans directly on the countertop. Always clean/dry any residual water or other liquids from countertop. Always use a cutting board for slicing.
9. Windows/Blinds: Blinds are provided for all windows and no alterations will be allowed. The Owner's policy is that all windows have uniform appearance.

10. Painting & carpet cleaning: All painting services and carpet cleaning are completed before move-in. In some instances (i.e., water damage not caused by negligence of Resident or guest(s)) your apartment may require some touch-up paint and/or carpet drying at no extra expense to the resident. It is the Resident's responsibility to keep the carpet and walls clean during the lease term. With the signing of a one-year lease renewal, we will have the carpet and/or flooring cleaned (One cleaning per renewal) at no extra charge if Resident so desires.
11. Solicitors: Solicitors are not allowed on the premises; if you see or encounter any solicitors, please notify management as soon as possible.
12. Motor vehicles: Residents and guests must park all motor vehicles in the parking lot. Please do not park motor cycles in the stairwells, near the front door, or the sidewalk. Please do not make any major repairs to your vehicle in the parking lot and be sure to clean up excessive oil spills as well as prevent excessive oil leaks. Do not leave inoperable vehicles or vehicles with flat tires in the parking lot for an extended period of time. Motor vehicles deemed inoperable by management shall be towed at no expense to Owner.
13. Parking: We have numbered parking spaces on property reserved for Residents and unnumbered spaces for guests. If you have additional vehicles, please park at the end of the building. Please do not park in another Resident's parking space and advise your guests to use the unnumbered spaces. Do not park in the fire lanes. Vehicles that are in violation of our parking rules are likewise subject to be towed at no expense to Owner.
14. Noise: Please be considerate of your neighbors when using televisions, radios, stereos, or when entertaining guests. Residents living on the second floor should be careful about running, jumping, or using appliances late at night. Please avoid loitering in stairwells and on the grounds. Profane speech and/or harassment toward other residents or Mark Apartments personnel will not be tolerated.
15. Apartment grounds: Please help us keep the grounds attractive by doing your part. Please do not place and leave items such as mops, brooms, toys, dead plants, potting soil, trash, etc. outside of your apartment, on the balcony/patio, or around the building. Please do not place anything on the steps or in the stairwells, as it is a safety hazard and an eye-sore. Please sweep up dirt and other debris to dispose of accordingly and maintain the outer appearance of your home. Please do not clutter balconies/patios with excessive plants or decoration. **Please do not leave garbage, trash, or rubbish outside of your apartment.** While the Mark Apartments **do not** allow pets, we are happy to accommodate residents with service animals. If you have a service animal, please properly dispose of your animal's waste in the designated areas. If you are unable to reach the designated relief areas, please discuss it with our office. We will gladly work toward a solution that respects both your needs and Owner's/other residents' expectation for cleanliness. Animal waste left on the grounds will incur a fine of \$50.00 for the first occurrence, \$75.00 for the second, and \$150.00 for the third and any subsequent occurrences. Frequent violations may result in eviction proceedings.
16. Deliveries: The office will accept deliveries but only on the conditions stated in this paragraph. Please pick up packages promptly to avoid hold over in the office. Any packages that are not picked up within four (4) days will be sent back unless management has been notified that you will be out of town. By signing this document, Resident releases the Owner and any of the Owner's representatives for all responsibility for deliveries accepted on Resident's behalf.
17. Personal property: As stated on your Lease Agreement, management is not responsible for damages to personal property; therefore, we require you to secure the appropriate insurance on your personal property.
18. Grills/Smokers: No open flame grills or charcoal grills are allowed. Keep grills on balconies/patios, on outer edge, away from vinyl siding and NEVER keep a gas grill's fuel tank chained, locked, or secured to any part of the patio, building, or property. failure to comply will result in your being charged for any damages.
19. Swimming pool rules:
 - (1) Pool hours are from 8:00 a.m. to 9:00 p.m. Monday – Sunday.
 - (2) Pool is for Residents only and no more than two invited guests! You must accompany your guest(s).
 - (3) Please bring your identification with you to the pool, as a member of management may ask to see it.
 - (4) Management reserves the right to regulate pool use.
 - (5) Use the pool at your own risk; management is not responsible for accidents, or lost or stolen items.
 - (6) Proper swim attire must be worn; children wearing diapers are not allowed

- in the pool without proper swim attire.
- (7) No glass containers are allowed within the pool area.
 - (8) No drinks or food are allowed within the pool.
 - (9) Children under the age of 12 must be accompanied by an adult.
- (cont.)
- (10) If you are a smoker, you are responsible for proper disposal of cigarette butts. They are not to be left on the deck or snuffed out on the deck.
 - (11) No grills or pool parties allowed at the pool.
 - (12) There are garbage cans located in the pool area for your convenience; please deposit trash in the garbage cans provided.

20. Fitness room rules (Mark VI):

- (1) Open 24 hours. Code: _____
- (2) No profanity, no excessive shouting or screaming while working out.
- (3) No tobacco products or alcohol of any kind permitted within the building.
- (4) Shirts and shoes must be worn at all times. No swimsuits or wet clothing allowed.
- (5) No leaning against mirrors.
- (6) No children permitted in fitness room, must be at least eighteen (18) years of age.
- (7) Please discard all waste in garbage cans.
- (8) **No guests allowed;** fitness room is for the use of Mark VI Residents only; persons not following rules will have privileges revoked.
- (9) Management/Owners are not responsible for accidents, or injuries due to misuse of equipment.
- (10) It is the Resident's responsibility to seek physician approval concerning ability to use fitness room equipment or facilities or before beginning any new exercise routine.
- (11) Resident acknowledges and understands there is a possibility of accidental injury while utilizing the Mark Apartments' equipment and facility and assumes all risk and cost from such injuries.
- (12) By signing these rules and regulations, Resident accepts full responsibility for use of any and all apparatus, appliances, facility privilege or service whatsoever, owned and operated by Mark VI Apartments, LLC, at Resident's own risk and shall hold Mark VI Apartments, its shareholders, directors, employees, representatives and agents harmless from any and all loss, claim, injury, damage or liability sustained or incurred by the Resident due to use of the fitness room.

21. Tennis Court (Mark IV/V)**: Tennis Court will be removed due to lack of use.

By signing below, Resident acknowledges agreement to these rules and regulations and understands they are part of the Lease Agreement and Contract governing the apartment leased by Resident.

Owner

Resident

Resident