### THE COMMONS

### MEMBER HANDBOOK

### Member Hotline 256-361-0600

### MemberService@CommonsYourWay.com

February 24, 2015

Welcome, New Member!
Commons Map5
Arrival and Departing
Traffic Direction on Premises6
Transportation
The Foyer
Portico, Drive-up Entrance
Your Commons Management and Staff7
Business Telephone Hours7
Member Services Director and Coordinator7
Billing, Monthly Statements7
Cancelling Services7
Suggestions7
Relationships between Members and Staff7
Tips, Gifts, or Gratuities7
Consent to Photo
Emergency Info9
Emergency Alert System Providers9
Emergency Procedures9
Maintenance Service Requests10
Key, Locked Out of Apartment11
Your Apartment12
Member Conduct12
Moving In and Out of the Building12
Security13
Door Opening, Door Propping13
Alteration, Improvement of Your Apartment13
Corridor, Door, Balcony, Patio Decorations of Apartment14
Plants, Gardens, Birdfeeders and Yard Art14
Care and Disposition of Apartment Personal Property14
Condition of Apartment17
Damage to Apartment
Safety17
Entry of Apartment17
Maintenance17

Pest Control	18
Housekeeping and Laundry Services	18
Trash Room and Trash Disposal Chute	19
Utilities	19
Mail and Parcel Delivery	20
Pet Fees and Regulations	20
Motorized Ambulatory Device	21
My Personal Assistant	22
Independent Contractors	22
Guests	22
Going on Vacation?	23
Your Community	24
Commons Happenings	24
Member Council	24
Catering	24
Club Room	24
Crossroads Room	24
Outdoor Living Area	24
Garden Area	25
Commons Your Way	26
Dining Service	26
Medical and Health Care	26
Walking Paths	28
Fitness Center	28
Beauty and Barber Shop	28
Concierge Services	28
Index of Additional Cost Services	29

# Welcome, New Member!

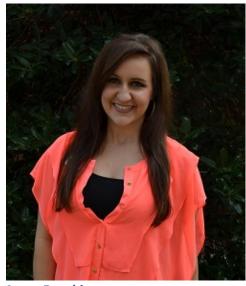
The Management of The Commons would like to welcome you to our family and your new home.

This brief booklet should answer your questions about The Commons and help orient you to your new lifestyle. Please read it and refer back to it often.

One thing to note in this handbook is our variety of services that you can opt into during your residency at The Commons. These are all customizable packages, designed to cater to your own independent and active lifestyle. For a list of facilities and services, please see the index, and for prices, Exhibit A.

If you have any questions, please do not hesitate to contact me. You c can call me on the Member Hotline: (256) 361-0600, or email me at MemberService@CommonsYourWay.com. The Member Services Staff is always happy to be of assistance.

Thank you for the privilege of serving you.



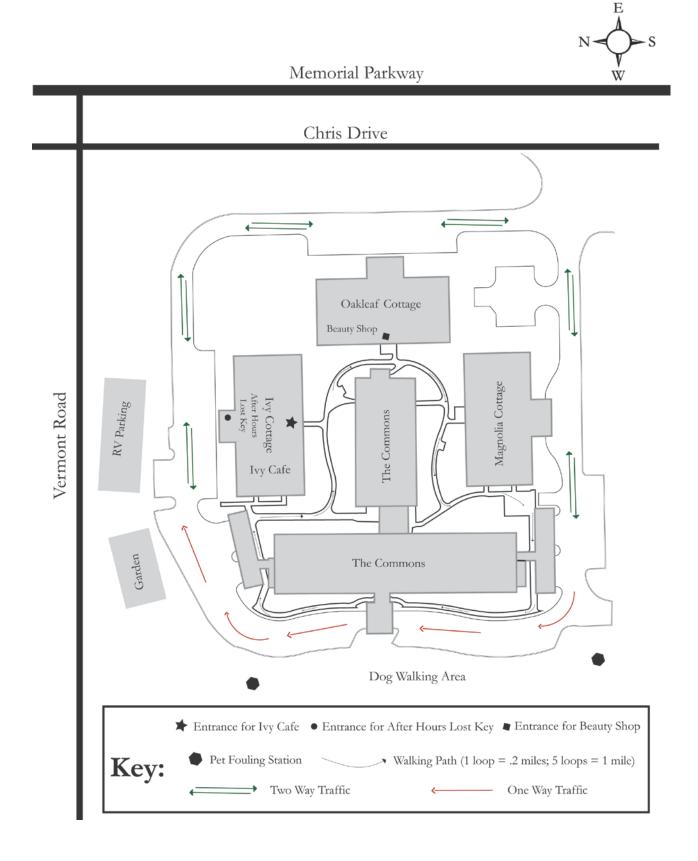
Anna Brackin Member Services Director



Monique Cartwright Member Services Coordinator

#### Sincerely,

# **Commons Map**



# **Arrival and Departing**

# **Traffic Direction on Premises**

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

# **Transportation**

We have a van for scheduled transportation to shops, grocery stores, banks, and doctors within a 10 mile radius. A schedule is posted on the Member web site. Private transportation is available at an additional charge (see prices in Exhibit A).

# The Foyer

The Foyer is the main entrance to The Commons and the perfect area to wait for your visitors and/or deliveries. Member mailboxes, the Member Services Desk, community messages, and the central security camera feed are located here. Please do not leave any personal items in The Foyer, including shopping carts and ambulatory devices. Please note that Member Services Staff are frequently away from the Foyer and may not be available to buzz your visitors or deliveries in for you, so when you are expecting guests, please be prepared to let them in.

# **Portico, Drive-up Entrance**

The drive-up portico entrance is for member pick-up and comfortable loading and unloading. You may leave your automobile in the portico for loading and unloading purposes.

Please be respectful of the needs of other members. To expedite your time in the portico entrance, please place all of your parcels in The Foyer 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

# Your Commons Management and Staff

# **Business Telephone Hours**

Members' primary service contact person is The Commons Member Services Director or Member Services Coordinator, who can be reached through the Member Hotline. Member Services work hours are posted at the desk in The Foyer. 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.

# **Member Services Director and Coordinator**

A resource person is in The Commons building during daily scheduled hours, which are posted at the Member Services Desk and on our web site. The Coordinator's workstation is in The Foyer; however, he or she frequently works in other sections of The Commons during their work shift. When Member Services is away from the service desk, he or she carries a cell phone to which all calls placed by a Member will be forwarded. Member Services staff will be your contact for coordinating all Member Services.

# **Billing, Monthly Statements**

The Commons processes your ACH Debit (Automatic Bank Draft) on the 5<sup>th</sup> of the month, except when the 5<sup>th</sup> 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, please request a printed copy of your invoice from Member Services.

All 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.

# **Cancelling Services**

Service plans must be cancelled with Member Services by the 20<sup>th</sup> day of the month to be discontinued the following month. Please contact Member Services to complete and sign the document needed to turn services off or on.

# Suggestions

Our only purpose is to serve you well. Please speak to the Member Services Director if any service is unsatisfactory. Written suggestions should be given to the Member Services Director. You may also email suggestions to MemberService@CommonsYourWay.com or call the Member Hotline.

# **Relationships between Members and Staff**

Our staff prides itself on being cordial and helpful to Members. The relationship between Members and staff should remain professional and at arm's length. Members 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 Members in the performance of their duties. Our staff shall be supervised solely by The Commons management, not by Members. All requests for services must be made through the Member Services Staff, never directly to housekeeping or maintenance staff. Any complaints about staff must be made to the Member Services Director or by email to MemberService@CommonsYourWay.com.

The Commons is an active adult community and all communication about your life here will be between yourself and Commons Management.

# Tips, Gifts, or Gratuities

Our staff policies do not allow individual staff members to accept tips, gifts, gratuities, furniture, clothing, any personal property, etc. from a Member or their family. Staff accepting tips or gifts will be immediately terminated. Please do

not embarrass the staff or put their jobs in jeopardy by offering tips or gifts. The Commons has a staff fund to which you can contribute. Ask Member Services to learn about the staff fund.

# **Consent to Photo**

As a Commons Member, 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:

- 1. 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
- 2. 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.

# **Emergency Info**

In the event of a medical or security emergency, dial 911 to reach these services. THE STAFF OF COUNTRY COTTAGE IS NOT AVAILABLE TO HELP YOU IN SUCH EMERGENCIES.

### **Emergency Alert System Providers**

For added peace of mind, please contact Member Services for recommended emergency alert systems.

### **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 and common areas.

#### Fire

Upon sound of the fire alarm, the Fire Department will be notified by our alarm monitoring company. **THE FIRE DEPARTMENT WILL TURN OFF ALARM.** In case of fire, follow these procedures:

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

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:

- 1. Do not use extension cords.
- 2. Do not overload the outlets.
- 3. Have appliances repaired if they are not working properly.
- 4. 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:

- 1. "TORNADO WATCH," which means that tornadoes are expected in or near your area.
- 2. **"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:

- 1. Go to the stairway at the end of each corridor. Remain inside the stairway for the duration of the tornado warning.
- 2. You may wish to take a pillow and blanket with you just in case there is a long wait.

- 3. Stay away from glass windows.
- 4. When the tornado warning is cancelled, you may return to your apartment.

# **Maintenance Service Requests**

Members should contact 911 for all of the following emergencies:

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

For all other maintenance requests, Members may contact the Member hotline at 256-361-0600. When calling the hotline, you will be prompted to leave a message describing your request/issue. Please include any and all details that will be helpful in isolating or troubleshooting the issue (i.e., location, affected appliances, etc.). Note that the maintenance hotline is an automated system and will not be answered in real time by Commons personnel.

Member Services Staff will provide a verbal response to your request the same day (or beginning of the next day if left after hours). At that time Member Services will inform you as to the status of your request including the scheduled service date and time.

Standard priority levels and expected response time:

- High Priority Verbal response to Member within 4 business hours and personnel onsite within 24 business hours:
  - Flood or leak of any type (clogged toilet, broken water line, water leak)
  - No functioning toilet (all toilets or only toilet is clogged or will not flush)
  - No water (hot or cold)
  - o No air conditioning in summer months or heat in winter months
  - Power failure (not related to general area outage)
  - Refrigerator / freezer not working
  - o Suspected mold
  - Phone / cable / internet out
- Medium Priority Verbal response to Member within 4 business hours and personnel onsite within 5 business days:
  - No air conditioning or heat during mild months
  - Door off hinges (room & cabinet)
  - o Clogged toilet / drain / running but have at least 1 functioning toilet
  - o Bulb out in Commons provided fixture
  - o Appliance (other than refrigerator / freezer) not working
  - Shelf and or fixture coming off the wall
- Low Priority Verbal response to Member within 24 business hours and personnel onsite within 10 business days:
  - o Slow drain
  - Dripping faucet
  - Broken light cover switch
  - Personal fixture bulb replacement
  - Damaged window / door screen
  - Appliance making noise
- Fee Based Maintenance Service Requests Verbal response to Member within 24 business hours and personnel onsite within 10 business days; 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

# Key, Locked Out of Apartment

If you accidently lock yourself out of your apartment during Member Services work hours, call the Member Hotline or find him or her in The Foyer.

However, if you accidentally lock yourself out of your apartment outside of normal Member Services work hours, you must go to the Ivy Cottage and find the staff on duty. After the Ivy Cottage 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 the Cottage; therefore, you must take the key to your apartment, open your apartment door and immediately return the key to the Ivy Cottage staff. Please do not fail to immediately return the key to the Ivy Cottage staff, or you will be charged a fee for failure to return the temporary key. (See Exhibit A for replacement key prices.)

# **Your Apartment**

### **Member 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 Members and the Commons staff.

#### **Quiet Hours**

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

#### Smoking

The entire interior of The Commons building is "Smoke Free," including your apartment. Smoking is only permitted on third floor apartment balconies or outside the building. Smoking is not allowed on 2nd floor balconies or 1st floor patios. All smokers are required to use appropriate smoking material disposal containers. The smoker Security Deposit shall be returned only if no smoke damage is done to the apartment and the Member adheres to smoker policies.

### Moving In and Out of the Building

Please schedule your move-in and -out with the Member Services Director. For Members moving to or from our 2<sup>nd</sup> and 3<sup>rd</sup> floors, Member Services will install and remove padding from the elevator before and after your move to protect the elevator. The Member Services Director will inspect elevator and corridors before and after move-in and - out. Please note that each Member is responsible for damage and will be billed for repairs.

For an added cost, housekeeping can help with your move-in or -out. See the Housekeeping and Laundry Services section for more information.

#### 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 <u>not</u> the result of normal wear and tear (see: Damage to Apartment).

#### **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 Early Lease Termination Fee associated with the current lease. Please contact the Member Services Director to coordinate changing your apartment.

#### **Priority Access to Country Cottage Assisted Living**

Commons Members receive the following benefits should you ever need the 24-hour service of our neighboring Country Cottage Assisted Living:

- 1. Immediate processing of application and assessment of need by Cottage staff.
- 2. Choice of Cottage apartment including priority placement on the Cottage wait list.
- 3. Temporary residency at another Cottage assisted living location at the Country Cottage-Huntsville rate if immediate need outweighs availability.

4. Application of certain deposits and fees towards Cottage residency. (For specifics, see your <u>LEASE</u> <u>AGREEMENT</u>, section <u>PARTIES RIGHTS TO TERMINATE AGREEMENT</u>.)

Please contact the Member Services Director about Priority Access to Country Cottage.

### Security

For Member and building security, all building entry doors are locked at all times. Access is only granted by entering a valid four digit code at numerical keypad at the main Foyer door or by swiping the Member key fob at all other entrances. Each Member will select their unique four digit code at move-in. For everyone's security, code cannot be "0000", "1234", or contain the same number consecutively more than twice.

It is critical for everyone's safety and security that you do not share your code with anyone. Also, please do not be offended if a staff member asks your family or visitors for identification.

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

Remember: security is a team effort, and common sense is the best deterrent to crime.

#### Keys/Key Fob

Each Member will receive an apartment entry key and a building entrance key fob. Additional keys and fobs may be purchased through Member Services. (See Exhibit A for key and fob prices.)

If you find yourself accidentally locked out of your apartment, please follow the instructions given in the Emergency Info section.

#### Soliciting

No door-to-door soliciting is permitted by outsiders, staff, or Members. Please report any solicitors to Member Services.

# Door Opening, Door Propping

Fire department regulations prohibit Members from propping open their apartment entry doors and leaving entry doors open.

### **Alteration, Improvement of Your Apartment**

You are welcome to decorate your new home. Alterations must have prior written approval of the Member Services Director, and be done at your own expense. Alterations include:

- 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. See Exhibit A for current cost. Wireless door bells are not permitted.
- Screen/Storm doors can be ordered, purchased, and installed only by the Commons. See Exhibit A for current cost. No other alternate door covering is permitted.
- Ceiling fans, patio door blinds, and patio railings, including installation of all, must be ordered and purchased only from the Commons. The cost of these will be added to monthly Rent as an amenity to the apartment. See Exhibit A for current cost.
- Cutting, sawing or any interior renovations.

• Alarm systems are not permitted.

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 Member responsible for the placement will be charged for the cost of this restoration.

# Corridor, Door, Balcony, Patio Decorations of Apartment

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.

# Plants, Gardens, Birdfeeders and Yard Art

Members 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.

Birdfeeders are strictly 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.

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

# **Care and Disposition of Apartment Personal Property**

As a Member, 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.

### Storage Unit, Remote Extra Storage Unit

We have available for rent 38 remote extra storage units located on the 2<sup>nd</sup> and 3<sup>rd</sup> floor near the elevator. 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'.

Contact Member Services to rent a unit or to be placed on the waiting list.

No chemicals, liquids, flammable materials (gasoline, motor oils, turpentine, acetone, paints, and paint thinners), pets, or food may be stored in the unit. Members 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.

#### Valuables

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

# Insurance for Apartment, Motorized Ambulatory Devices, Personal Property, Pets Release and Indemnity

Members are responsible for insuring their own personal property. Purchasing a Renter's Insurance Policy would insure all of 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

According to your Lease Agreement, should you bring a motorized ambulatory device to The Commons, you must maintain liability insurance which provides for a minimum liability limit of \$300,000. Please be prepared to show proof of this insurance prior to bringing devise into The Commons. See Motorized Ambulatory Device for additional requirements.

#### **Insurance for Pets**

Please provide us with proof that your Renter's Insurance Policy provides property and liability coverage for your pets and those of any guests. Pet insurance coverage may require a special endorsement to your Renter's Insurance Policy. For the safety of all Members, this coverage will be required throughout your occupancy, and we will ask for verification of this coverage annually.

Please note that insurance companies will not insure some pets, so please check with your insurer prior to bringing a pet to The Commons. Please see Pet Fees and Regulations for additional requirements.

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.

#### **Barbecue Grills on Patios and Balconies**

The Fire Department prohibits use of electric, charcoal, or wood burning grills on the apartment balconies of Commons  $2^{nd}$  and  $3^{rd}$  floor apartments. Members living on the  $1^{st}$  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 Members' use. However, you must provide your own grilling tools. For more information, see the Outdoor Living Area section.

### Waterbeds

Waterbeds are not permitted for use in The Commons.

#### **Space Heaters and Electric Faux Fireplaces**

Space heaters and electric faux fireplaces are permitted provided that they are rated for and operate on standard 110V power outlet. For the safety of all Members, use of these devices requires special care and precautions. Precautions and safety tips can be found at:

http://www.ul.com/global/eng/pages/corporate/newsroom/storyideas/homeheating/spaceheater/

#### **Firearms and Other Weapons**

Firearms, as defined below, are prohibited at The Commons because of the danger posed to Members, 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.

#### 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 (see Exhibit A), Members may reserve specific spots, including:

- Covered carports
- Standard reserved parking spaces

There are also 6 spaces for recreational vehicles. These do not have electrical power and may only be occupied by RVs, or by commercial vehicles as approved by Member Services Director. Use of these spaces by any vehicle must be coordinated with Member Services.

Due to limited numbers of spaces, there is a waiting list for any reserved spaces (including RV spots), which is maintained by Member Services.

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. Members may park commercial vehicles on Commons property with prior written approval from the Member Services Director, 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.

# **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 The Commons receives 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.

# Damage to Apartment

Normal wear and tear in your apartment is expected, but 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.
- 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 smoker policy and smoking only outside or on your 3<sup>rd</sup> floor balcony and keeping the door to your apartment closed. Smoking is not allowed on 2<sup>nd</sup> floor balconies or 1<sup>st</sup> floor patios.

# Safety

Although The Commons has no responsibility to examine your furniture, furnishings or personal effects for possible 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 Member or other Members.

# **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 Member Services.

# 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. If you need maintenance, please call the Member Hotline to schedule service. Member Services will inform you of the estimated day and time that your maintenance request will be fulfilled. Maintenance services are available for personal needs at an extra cost (see Exhibit A). All requests for services must be made through the Member Services Staff, never directly to housekeeping or maintenance 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.

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

For after hours maintenance requests, please call the Member Hotline. For any emergencies that threaten your health or safety, or the health and safety of others, please call 911.

### **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 Member Services or maintenance.

If you find any pests in your apartment, please notify Member Services immediately to schedule extermination.

### **Housekeeping and Laundry Services**

Housekeeping and laundry services are available at an extra change (see Exhibit A for pricing), and can be scheduled through Member Services with a minimum of one week's notice. The Member 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/laundering 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 Member.

#### Move In, Move Out

- Unpacking boxes and placing items as directed by Member and removing trash.
- Assisting the Member in packing and sealing boxes and removing trash.

# **Trash Room and Trash Disposal Chute**

First floor Members, please deposit your trash in the trash room receptacle, located on the West side of the Elevator Foyer. All 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 all put in the trash room receptacle.

For Second and Third floor Members, a trash chute is located on the second and third floors. All 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 all put in the trash room receptacle on the first floor.

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

#### **Trash Removal Service**

Trash removal services can be purchased for your apartment on a daily, twice weekly, weekly, or bi-weekly basis. (See Exhibit A for prices.) Contact Member Services to schedule this add-on.

Trash removal services include:

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

### 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.

Television, cable, and internet service are not included in your rent. If their service is interrupted, The Commons cannot reimburse you with reduced rent, nor shall we be liable for any loss or damage that may occur.

#### Telephone

Each apartment is wired for telephone. The Commons provides telephone service at a discounted rate as an extra charge (see Exhibit A for pricing) that must be arranged with Member Services.

The Commons does not provide phones, so please bring either a corded phone or a 900 megahertz or DECT 6.0 cordless phone. 2.4 gigahertz phones are prohibited as these disrupt other Members' phone service.

#### **Television**

Each apartment is pre-wired for cable television, but access must be arranged with Member Services. For an added cost (see Exhibit A), The Commons provides basic cable. The Commons will supply all equipment needed for basic cable.

Premium service, such as movie packages, sports, and high definition channels, must be ordered directly from Comcast by calling 256-859-7800. When ordering, you will need to inform the customer service representative that you are part of the Country Cottage Huntsville Bulk Account. Comcast will bill you directly for this extra cable service.

#### Internet

Free, limited internet access is available for all members and guests on computer terminals in the Common's Club Room and the Crossroads Room. Please be courteous and limit your time on the terminal when other Members are waiting.

The Commons will provide both hard wired and wireless internet access to each apartment. See Exhibit A for pricing of the below internet service options.

<u>The Commons Wireless</u> – Designed for the Member that has only handheld wireless devices and wants to access the internet anywhere in the Commons. Each device will connect to the internet separately, not on a shared network. Examples of devices that can be used with this plan include laptop computers, tablet, cell phones, and e-readers. *Smart TV's <u>are not</u> eligible for this plan, but can be connected using the Apartment Wired or Apartment Wired/Wireless plan.* 

<u>Apartment Wired</u> – Designed for the Member that has one or more hard-wired devices and/or plans to use streaming media to a Smart TV. This plan allows you to create a private network inside your apartment, connecting multiple computers and other hard-wired devices together. Up to 16 wired devices can be connected to your private network. Examples of devices that can be used with this plan include Smart TV's, PC's, and hard-wired network printers.

<u>Apartment Wired/Wireless</u> – Designed for the Member that has one or more hard-wired devices and one or more wireless devices. This plan allows you to create a private network inside your apartment, connecting multiple computers and other devices together. Up to 16 devices can be connected to your private network. Examples of devices that can be used with this plan include Smart TV's, PC's, wireless printers, laptop computers, tablets, cell phones, and e-readers.

# **Mail and Parcel Delivery**

You will be provided a personal mail box and key at the time of your move-in. The mail box is located in The Foyer.

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

Please do not place signs, stickers, or name tags on your mail box. We will remove them and reserve the right to charge you for their removal. An outgoing mail depository is located near your mail box.

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, Member Services may hold the package in the locked closet adjacent to the Member Services Desk 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: <u>https://moversguide.usps.com</u>.

#### Newspapers

Newspapers will be delivered to The Portico and/or The Foyer. Members 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.

### **Pet Fees and Regulations**

<u>Members with apartments on the second and third floor</u> 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. <u>Members with apartments on the first floor</u> 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.

### **General Regulations Applicable to all Pets**

Members 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 – or your guests' 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. Please see the handbook section, "Insurance for Apartment, Motorized Ambulatory Devices, Personal Property, Pets Release and Indemnity," for more information and requirements.

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 Member being required to permanently remove the pet from Commons property within 30 days of notice. Complaints about your pet's infringement on other Members 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 Members, 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.

### Pet Care and Walking Services

We also offer Pet Care & Walking services. On a scheduled basis, our staff will walk your pet once, twice, or three times a day. And, if you opt into the "My Personal Assistant" service, a staff member can accompany you with the pet to veterinarian and grooming appointments.

Both of these services are available at an added cost (see Exhibit A). Contact Member Services to schedule either one. *Please note the time restrictions for Pet Walking noted on Exhibit A.* 

# **Motorized Ambulatory Device**

You must obtain prior written approval from the Member Services Director before operating a motorized ambulatory device, such as wheelchair, scooter, or cart.

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.

If at any time a determination is made that a Member is not safely operating the motorized ambulatory device, The Commons reserves the right to require removal of the motorized ambulatory device from the property.

Motorized ambulatory devices may not be parked in corridors or left unattended in The Foyer. 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.

Any Member operating a motorized ambulatory device agrees to maintain liability insurance, which provides coverage for a minimum of \$300,000 limit of liability. See the section on Insurance for Apartment, Motorized Ambulatory Devices, Personal Property, Pets Release and Indemnity for more information and requirements.

As a Member, 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 Member might in the future have or assert that are or may be used upon, connected with or arising from Member'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 Member's ownership, possession or use of the motorized ambulatory device.

# **My Personal Assistant**

The "My Personal Assistant" service program makes a Commons staff member available to you on an hourly basis. Your 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 your 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 Member Services to determine how the "My Personal Assistant" service can help you maintain the active lifestyle you desire. Scheduling a personal assistant must be done through Member Services and is available at an extra cost (see Exhibit A).

# Independent Contractors

If you employ an individual for any purpose and that individual will come on to The Commons or Country Cottage property or into our building, you must inform Member Services. For your protection and the protection of all Members, we require all such persons be background checked by The Commons prior to coming to work for you. The Member agrees to pay the costs for a background check (see Exhibit A for pricing), and the contractor must complete an application to enable the background check. Please provide Member Services 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.

Members may not under any circumstances make contractual arrangements with, or employ, Commons or Country Cottage staff. Any staff member who makes a contractual agreement with or accepts employment by a Member will be terminated. Please do not put staff's job in jeopardy by employing them. 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. Staff members who have been involuntarily terminated by the Commons or Cottage may not return to the premises.

# Guests

### **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.

#### **Guests in Apartment**

Each apartment is entitled to thirty (30) guest(s) nights each calendar year. All guests must be registered with Member Services, which you can do by calling the Member 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 Members. Guests must be accompanied by a Member when visiting common areas. Please inform your guests that they must go to a Member's apartment, by using the most direct path, and that they are expected to leave the apartment the same way. Please be sure that your guests wear acceptable street attire while on Commons property.

#### **Guest pet**

Your guests may only bring 1 pet into the building. This pet is only allowed in apartments, corridors, stairwells, and the elevator leading to and from your apartment, and only when entering or exiting the building. Guest's pet must be on a leash or in a suitable crate/cage when outside your apartment and are subject to the general regulations for all pets. If we receive any complaints about a guest's pet, you and your guest agree to remove the pet from the premises immediately.

### **Going on Vacation?**

Please notify Member Services 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 Member Services develop to do things such as: check all windows and patio door, waters plants, flushes toilets, and check for water leaks. Upon return from Vacation of Member, Member Services reports any problems and returns the Vacation Check list to the Member. If maintenance work or housekeeping service is required during your absence, Member Services schedules the work and informs the Member upon return from vacation. Please see Member Services to arrange for either of these services. The Vacation Check service is available at an extra cost (see Exhibit A).

#### **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 Member Services.

# **Your Community**

# **Commons Happenings**

Commons Members enjoy a unique and vibrant array of events and recreation. The events offered include planned social, cultural, educational, recreational, spiritual activities with an emphasis on social and physical programs. Sometimes an event will require reservation or may be provided at an extra charge, and if this is the case, the calendar will notify Member of such and then a sign-up sheet will be located at the Member Services desk.

The recreation calendar, *Commons Happenings,* is available on our web site. At your request, the recreation calendar may also be emailed to relatives and friends. If a Member does not have email services, then you can view it on the Club Room or Foyer computers or alternatively pick up a copy from Member Services.

### **Member Council**

To facilitate communications between Members and management, a Member Council has been established.

Meetings are open to all Members and are scheduled in the monthly *Commons Happenings*. The meeting is a place for Members to plan social activities, and to brainstorm suggestions for changes. Any suggestions or concerns should be documented and provided to the Member Services Director for consideration.

# Catering

Please discuss your catering needs with Member Services or call the Member Hotline.

### **Club Room**

The Club Room is available at all times for Members' 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 Members 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 Member Services through the Member Hotline. Member Services 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 Members 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 Member Services prior to your event. If the staff must clean up after your use, then appropriate charges will be included on your monthly invoice.

### **Crossroads Room**

The Crossroads Room is located on the first floor west side of the elevator Foyer. Members are welcome to use the computer here, and to help themselves to any partner collaterals (coupons, brochures, business cards, etc.) on display.

# **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 Member Services. Member Services will place appropriate notice outside and inside The Club Room. Member Services will place appropriate notice outside of the area. Once reserved, other Members 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 Member Services 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.

# 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 Members are limited to the designated garden area.

# **Commons Your Way**

### **Dining Service**

The Ivy Café is located in Ivy Cottage. At additional cost to you and your guests, we provide home-style dining service for up to three meals a day, five days a week. Meal times, additional charges, and credits can be found in Exhibit A. Members may not take any food from the Ivy Café, except meals ordered through pick up plan.

#### **Weekly Menus**

Weekly menus are posted in the corridor adjacent to Ivy Café.

Our menus meet the special dietarian requirements of low salt and no concentrated sweets. We also offer a selection of sugar-free desserts.

#### **Portion Size**

Our portion sizes are established for our Cottage residents, which may not meet a heartier appetite. Feel free to request an additional portion of any menu item during a meal. However in order to keep Ivy Café costs at reasonable levels, Members may not remove food items from the Café.

#### **Meal Plan**

The Meal Plan allows you to purchase meals at discounted monthly rate. Cancelation of one of our Meal Plans must be done with Member Services. When you are planning a vacation, please discuss discontinuing your Meal Plan with Member Services, because there are no credits available for vacations or missed meals.

#### A la Carte

You may purchase meals on an a la carte basis, and you are encouraged to invite guests to join you in the Ivy Café with our a la carte program. 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. Reservations ensure that we have sufficient food and staff on hand to serve you. Call the Member Hotline, **256-361-0600** to make a reservation.

Charges for non-meal plan a la carte and guest meals 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 meal time. Call the Member Hotline, **256-361-0600** to make a reservation.

#### **Pickup of Meals**

Pickup of meals is also available for purchase. Times of pickup 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 meals, you may request pickup service with a minimum of 2 hours notice prior to the scheduled meal time. Meal pickup is at the side door of the Ivy Café kitchen. Call the Member Hotline to make a reservation.

#### **Private Dining Rooms**

See also: Club Room.

#### 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.

While your health and personal care needs are your responsibility, The Commons offers these services to make the Twenty Healthiest Years of your life more easily attainable.

### Member 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 Member 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 Members who do not meet these criteria will not be accepted.

#### **Certified Registered Nurse Practitioner In-home Visits**

The Commons partners with Accountability Healthcare (AHC) to provide in-home access to a Certified Registered Nurse Practitioner (CRNP) who works directly under AHC's licensed physicians. Members can choose to use AHC physicians/practitioners as their source for primary geriatric care or they can use AHC on an as needed basis.

AHC is the state's largest provider of medical services to the elderly. They have specialized in the care of older adults for the past 20 years. Their physicians and nurse practitioners have over 100 years of combined experience. AHC's holistic approach to elderly care is founded on three guiding principles; communication, collaboration and coordination. Their mission is to improve the functional health and quality of life for all of Alabama's seniors.

AHC's physicians and/or practitioners will make on site visits at the Commons monthly (or more frequently depending on Member demand) to see their patients and will perform a variety of services including:

- Evaluate the functional health and well being of Members who choose to utilize AHC
- 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 AHC and are made available to Members through our Commons' partner network. The Commons will not be responsible for the actual treatment provided by AHC representatives nor the outcomes of treatment. Payment for services is handled directly by AHC. Insurance/Medicare coverage for services is dependent on age, insurance coverage, and the types of treatment rendered. ACH, once engaged, can help Members determine eligibility for coverage and applicable out-of-pocket costs, if any.

Members interested in AHCs services should contact AHC at (334) 213-8803.

#### Mobile Lab and X-Ray Services

The Commons partners with Regional Biomedical Laboratory (RBL) to provide in-home access to laboratory testing (i.e., urine cultures, blood work, etc.) and MobileX for mobile, in-home X-ray services.

Members 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 RBL/MobileX and are made available to Members through our Commons' partner network. The Commons will not be responsible for the actual treatment provided by RBL/MobileX representatives nor the outcomes of treatment. Payment for services is handled directly by RBL/MobileX. Insurance/Medicare coverage for services is dependent on age, insurance coverage, and the types of treatment rendered. If engaged, RBL/MobileX can help Members 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 Member and/or the Member's physician.

Members interested in these services should contact Member Services to obtain the request forms and contact information needed to initiate service.

# 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!

### **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 Member at all times. No-one under the age of 18 is allowed in the Fitness Center.

Please be kind to your fellow Members by wiping down machines after your use with the provided cleaning supplies. Do not remove any equipment from The Fitness Center.

Filtered drinking water is available in the refrigerator in the adjacent kitchen.

### **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.

### **Concierge Services**

The Commons offers concierge services Monday through Friday 8:00am to 5:00pm. These services are provided by Member Services Staff and can be requested by calling the Member Service hotline at 256-361-0600.

# **Index of Additional Cost Services**

Beauty and Barber Shop, 28 Damage to Apartment, 17 Smoker's Damage, 17 Dining Service, 26 Apartment Delivery, 26 Meal Plan, 26 Pickup of Meals, 26 Housekeeping and Laundry Services, 18 Daily Tidy Up, 18 Housekeeping and Laundry (joint package), 18 Laundry, 18 Move-in and Move-out, 18 Spring, Fall, Deep Cleaning, 18 Independent Contractors Background Check, 22 Keys/Key Fob Additional, Replacement of, 13 Maintenance Personal Needs, 17 My Personal Assistant, 22 Pet Care and Walking Services, 21 Pet Fees and Regulations, 20 **Reserving Parking Spaces**, 16 Reserving RV Parking, 16 Storage Unit, Remote Extra Storage Unit Rental, 14 Transportation, 6 Trash Removal Service, 19 Utilities Telephone, 19 Television, 19 Vacation Checks, 23

#### EXHIBIT A - SERVICES AND AMENITIES

#### **Dining and Delivery Times**

The Ivy Café is open to Commons Members Monday through Friday each week. Dining, delivery and pick-up times are as follows:

	Ivy Café Service Times	Meal Delivery Times	Meal Pickup Times
Breakfast	9:00 - 9:15	8:45 - 9:00	9:15
Dinner	1:00 - 1:15	1:30 - 1:45	1:15
Supper	6:00 - 6:15	4:45 - 5:00	6:15

#### **Meal Plans and Pricing**

	Monthly Plan (Note 1)	A la carte & Guest
Breakfast	\$110	\$6
Dinner	\$165	\$9
Supper	\$130	\$7
First Meal Delivery	\$100	\$5
Additional Meal Delivery	\$40	\$2
Meal Pick-up	\$35	\$2

#### Cable TV, Telephone and Internet

	Monthly Pricing (Note 1)
Extended Basic Cable	\$49
Telephone:	
- Unlimited Local Calling	\$21
- Unlimited Local and Domestic Long Distance Calling	\$36
Internet Service	
- Apartment Wired (Internet Plan 1)	\$30
- Apartment Wired and Wireless Service (Internet Plan 2)	\$35
- The Commons Wireless (Internet Plan 3)	\$10 per device

#### **Other Monthly Amenities**

	Monthly Pricing (Note 1)	Notes
Storage Units		
- Unit 4'x4'x3.75'	\$10	No limit on number of units; top and bottom units can be combined to create larger unit for price of 2 units
- Unit 4.75'x3.75'x6'	\$25	No limit on number of units; Units cannot be combined to create larger unit
Parking		Commons members may reserve a maximum of 2 parking spaces
- Carports	\$75	
- Standard Reserved	\$50	
- RV Parking	\$50	

*Note 1.* Your account will be charged monthly. Participation in these service programs may be started or discontinued by completing the "Service On / Off" form by the  $20^{th}$  of the month prior to the month in which you wish for services to be started or discontinued.

#### Housekeeping, Maintenance, Trash and Personal Services

The Commons offers a wide array of housekeeping and personal services both on pre-paid scheduled plans and on an a la carte basis. A la carte services are not available on the following holidays: New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

	Monthly Plan (Note 1)	A la Cart	Notes
Housekeeping & Laundry Services			For all Housekeeping and/or Laundry Options, the Member may choose what services they want performed.
- Daily Tidy Up	\$243	N/A	Scheduled for 25 minutes, 7 days a week
<ul> <li>Weekly Housekeeping and/or Laundry</li> </ul>	\$63	N/A	Scheduled for 55 minutes one time weekly
- Biweekly Housekeeping and/or Laundry	\$32	N/A	Scheduled for 55 minutes one time every other week
<ul> <li>Monthly Housekeeping and/or Laundry</li> </ul>	\$17.50	N/A	Scheduled for 55 minutes one time monthly
- Spring Cleaning or As Needed Housekeeping and/or Laundry	N/A	\$20/hr	Billed in hourly increments with a one hour minimum
My Personal Assistant	N/A	\$20/hr	Billed in hourly increments with a one hour minimum (Limited to Mon-Fri 8am-5pm)
Maintenance	N/A	\$37/hr	Billed in 15 minute increments, with a half hour minimum
Pet Care or Walking			Scheduled for 25 minutes per instance and can be scheduled once, twice, or three times daily (Limited to Mon-Fri 8am-5pm)
- Once Daily	N/A	\$9.25	Scheduled for 25 minutes one time per day
- Twice Daily	N/A	\$18.50	Scheduled for 25 minutes two times per day
- Three Times Daily	N/A	\$27.75	Scheduled for 25 minutes three times per day
Trash Disposal			
- Daily	\$127	N/A	Scheduled once daily
- Twice Weekly	\$37	N/A	Scheduled two days per week
- Weekly	\$18.50	N/A	Scheduled once weekly
- Bi-weekly	\$9.25	N/A	Scheduled once every two weeks
Vacation Checks	N/A	\$8.25	20 minutes each check as scheduled (Member can choose frequency)

#### Scheduled and Private-Use Van Transportation

Members can enjoy free scheduled transportation two days every week within a ten mile radius and on other Commons sponsored outings.

Private use van service is available at a rate of \$12.50 per mile to destination when the Member only goes one-way, \$6.25 per mile round trip, with a \$25 minimum. On scheduled transportation days, transportation beyond a ten mile radius is billed to Member. For example, if we drive you 14 miles one way, round trip would be 28 miles, you would be billed for 28 miles less 20 mile maximum, equals 8 miles x \$6.25 per mile = \$50.

Members may also request a staff to accompany them to and stay with them for shopping, doctor visits, or other errands. Staff time is charged at the same rate as My Personal Assistant outlined above for all time spent while not driving.

*Note 1.* Your account will be charged monthly. Participation in these service programs may be started or discontinued by completing the "Service On / Off" form by the 20<sup>th</sup> of the month prior to the month in which you wish for services to be started or discontinued.

	Fee	Notes
Application Fee (1 <sup>st</sup> Tenant)	\$100	Non-refundable
Application Fee (Each Additional Tenant)	\$25	Non-refundable
Apartment Customization Packages		
- Patio/Balcony Screen Door	\$500	Includes materials & labor for both install and reverting to original condition at move-out; screen door is the property of Member; repair and maintenance is Member's responsibility
- Door Bell (Hardwired)	\$160	Includes materials & labor for both install and reverting to original condition at move-out; button and chimes are the property of Member; repair and maintenance is Member's responsibility
- Ceiling Fans, One Bedroom Apartment, monthly rent increase	\$8/mo	Fans installed in Living Room and Bedroom; fans are the property of Commons; repair and maintenance is Commons responsibility
<ul> <li>Ceiling Fans, One Bedroom</li> <li>&amp; Den Apartment, monthly rent increase</li> </ul>	\$11/mo	Fans installed in Living Room, Bedroom and Den; fans are the property of Commons; repair and maintenance is Commons responsibility
- Ceiling Fans, Two Bedroom Apartment, monthly rent increase	\$11/mo	Fans installed in Living Room and both Bedrooms; fans are the property of Commons; repair and maintenance is Commons responsibility
<ul> <li>Ceiling Fans, Two Bedroom &amp; Den Apartment, monthly rent increase</li> </ul>	\$15/mo	Fans installed in Living Room, both Bedrooms and Den; fans are the property of Commons; repair and maintenance is Commons responsibility
- Patio/Balcony Door Blinds	\$3/mo	Blinds installed on patio/balcony door; blinds are the property of Commons; repair and maintenance is Commons responsibility
- Patio Railings (1 <sup>st</sup> floor only)	\$40/mo	Railings installed on patio; railings are the property of Commons; repair and maintenance is Commons responsibility
Background Check for Independent Contractor	\$25	Required for all outside service providers; non- refundable
Copy Service	\$0.20	Per page; charges may only be applied to monthly invoice
Faxing Service	\$2	Per page; charges may only be applied to monthly invoice
Delinquency Charge	2%	2% on late payments; minimum \$50
Returned ACH Debit or Check (NSF)	\$50	
Key Replacement, Duplicate Key or Key Fob	\$21	
Failure to Return Temporary Key	\$250	Payable if not returned within 30 minutes
Pet Fee	\$500	Each pet; non-refundable; payable prior to bringing pet on premises
Motorized Wheelchair Fee	\$750	Each motorized wheelchair; non-refundable; payable prior to bringing device on premises
Security Deposits		Payable at lease execution; refundable per terms and conditions stipulated in lease
- 12 and 24 Month Lease	One Month's Rent	
- 60 Month Lease	Two Month's Rent	
- Smoker (1 <sup>st</sup> Tenant)	\$1,500	
- Smoker (Additional Tenant)	\$1,000	