

**THE RETREAT OF CLEMSON  
RULES AND REGULATIONS**

The following Rules and Regulations are a binding part of your lease agreement with The Retreat of Clemson. We provide these Rules and Regulations for your benefit and the benefit of the other tenants of The Retreat of Clemson. By abiding by these Rules and Regulations, we expect that all tenants will better enjoy living at The Retreat of Clemson. Please understand that any violation of any of these Rules causes increased operating expenses, including, but not limited to, clean-up costs, increased management and labor costs, and increased utility costs. Please understand that any violation of one of these Rules and Regulations constitutes a default in the lease agreement and The Retreat of Clemson may proceed with an eviction action or other legal proceedings provided for under the Lease Agreement and provided by law. In accordance with your Agreement of Lease, and security deposit hereunder, you will be charged for violation of these Rules in order to offset those increased costs. Such charges are due and payable at the same time as the succeeding month's rent. Renters insurance is strongly suggested for all residents. Renters insurance protects your belongings in cases of theft, fire, flood, etc.

**The Retreat of Clemson is not responsible for the replacement or repair of stolen or damaged belongings. Tenant is encouraged to secure apartment-dwellers, renters or similar insurance to cover any loss or damage to personal property.**

1. Pets are not allowed on the premises. The following shall apply to a violation of this policy:

**FIRST:** A written warning will be issued to the Tenant specifying the complaint, a \$100.00 charge per pet will be assessed against the Tenant and Landlord may, in its discretion, declare the Lease to be in default. Tenant will also be responsible for cleaning and replacement of carpet due to any damage.

**SECOND:** Upon a second violation, a \$200.00 charge will be assessed the Tenant. The Landlord may in its discretion declare the leases to be in default which shall not amount to a release from the obligations of the lease to the tenant but shall in addition make the tenant responsible for any damages the landlord is unable to mitigate. This is to say, upon a second violation, you may be assessed a \$200 charge, your lease declared in default, and if the landlord is unable to rent the same for the balance of the semester, you will continue to be liable for rent. Of course, this is in the discretion of the landlord.

2. The Landlord acknowledges the right of Tenant to entertain friends and to have parties and guests. Tenant, members of Tenant's family and guests shall at all times maintain order in the apartment and at all places on the grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents. All radios, television sets, phonographs, or any other appliances or items which may cause noise, etc. must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the premises at any time.. Accordingly, the following shall apply to complaints concerning a Tenant's violation of this rule.

**FIRST:** A written warning will be issued to the Tenant, specifying the complaint that was filed.

**SECOND:** Upon a second complaint, which is not refuted by Tenant, a \$25.00 charge will be assessed against Tenant.

**THIRD:** Upon a third complaint, which is not refuted by a Tenant, a \$50.00 charge will be assessed and the parent or sponsor signing the Guaranty will be notified.

**FOURTH:** A charge shall be imposed in the amount of \$100.00 and Landlord may, in its discretion, declare the Lease to be in default.

In order for a Tenant to refute a complaint, it is understood that the burden of proof is upon the Tenant who must refute such charge with clear, convincing and undisputable evidence. Landlord expressly retains the right to increase the charges set forth herein if the initial charges fail to cover costs and expenses. Such charges are expressly included as an item guaranteed in the Parental or Sponsor Guaranty form. Landlord retains the right to summon law enforcement officers, who may impose additional charges as determined by local laws.

3. No charcoal or gas grills are allowed on property. No grill of any kind is allowed in the units. Grills are provided in designated areas by Management.
4. No incense or other odor producing items shall be used on the premises. Because of the nature of the apartments, it is understood that offensive noises and/or odors are expressly prohibited.
5. The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed, used for bicycles, motorcycles and other vehicles or any purpose other than ingress and egress.
6. Recreational vehicles, boats, jet skis, etc., are prohibited from being parked on the premises. Parking of tenant vehicles in other than designated parking area is strictly prohibited. Landlord reserves the right to refuse parking of any vehicle which may endanger life or property. Although guest parking is provided, these spaces may prove inadequate at certain times, such as when tenants may be entertaining or on football or other sports or college activity weekends. Tenant agrees to abide by all normal parking regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited area, park on landscaped areas or otherwise violate parking provisions in force from time to time. In the event parking decals shall be required, Tenant agrees to display such decal as instructed. Tenant agrees that for such violation of any parking regulations in force from time to time, including failure to display decal, Tenant's vehicle and the vehicle of Tenant's guests may be subject to being towed at Tenant's expense or to charges put in force by the Landlord from time to time. Only one vehicle is allowed per tenant.
7. Use of the pools shall be governed by the rules and regulations posted in the pool areas and shall be at the risk of Tenant and Tenant's family and guests. No guest shall be permitted at the pool or other facilities provided by Landlord except in the accompaniment of a Tenant. Tenant does hereby indemnify Landlord and Agent, and hold Landlord and Agent harmless against all claims for personal injury sustained by Tenant and Tenant's family and guest in their use and enjoyment of the pool or other provided facilities. This section does not exculpate or limit the liability or cost of the Landlord or Agent arising as a result of the Landlord's or Agent's willful misconduct.

8. Use of foil and other similar unsightly materials, including but not limited to, neon or flashing signs, advertising etc., over windows is strictly prohibited. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds will not be removed. If Tenant installs draperies over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the premises caused by leaving windows or doors open during inclement weather will be responsibility of the Tenant.
9. Locks may NOT be changed or added without prior written permission of Landlord. Locks and the appropriate keys, and/or chains added must be left in place upon vacating the Premises. All keys must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge.
10. Tenant, at Tenant's expense, shall be responsible for replacement of all interior light bulbs and tubes. All bulbs and tubes must be operational at the time the Tenant vacates the Premises. Colored bulbs are not allowed in balcony lights. Tenant may not remove balcony light or globe. Landlord reserves the right to impose a reasonable charge for replacement of balcony light or globe if removed.
11. Solicitation shall not be permitted on the apartment complex, either by Tenants or outside solicitors, without the prior written permission of the Resident Manager.
12. Tenant must keep utilities (electricity, gas, etc.) turned on as long as the apartment is leased by Tenant in order to maintain appliances in operating order and to provide a minimum temperature of 60 degrees in cold months. From the date utilities are turned off by cancellation or otherwise, it is presumed that the Tenant has abandoned the apartment and the Landlord may enter and take possession. Any damages from the utilities being turned off until Landlord gains possession shall be paid by Tenant. If disconnected utilities are turned over to the account of Landlord, Landlord has the right to bill an equal share of such charges, plus reasonable management overhead, to Tenant.
13. All trash and garbage will be placed in receptacles in locations designated by Landlord. Tenant agrees to cause trash and refuse to be deposited directly into such dumpsters and not left in the units or in the common area, hallways or similar places. Landlord reserves the right to impose a reasonable charge for violation of this provision as well as for any littering by Tenant. Tenant agrees to place trash inside of dumpster, not outside the dumpster or surrounding area.
14. Washing vehicles and performing mechanical work thereon is strictly prohibited unless special areas are designated at Landlord's sole discretion.
15. Storage of any flammable or explosive items is strictly prohibited on or about the Premises or apartment complex.
16. No satellites, radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.
17. The use of halogen lamps is strictly prohibited.
18. Balcony areas are to be kept in a clean and orderly manner. They are not to be used as storage areas and articles are not to be hung over railings. Outdoor furniture only is allowed on patio/balcony. A reasonable charge will be assessed if furniture belonging inside the apartment unit is found on the patio. A reasonable charge for replacement will be assessed, if said furniture is damaged and belongs to The Retreat of Clemson.
19. Water beds are prohibited.

#### THE RETREAT OF CLEMSON PARTY RULES AND REGULATIONS

1. All parties must be registered with the office. If they are not, they will be shut down immediately.
2. The maximum number of allowed guest at a registered party is 25. Parties with more than 25 guests will be shut down.
3. Residents and guests of parties are not allowed to gather on balconies. Parties must remain indoors.
4. Any apartment receiving more than one noise complaint will have the party shut down.
5. Open parties are not allowed. This means that all guests must be invited. Flyers inviting the general public are not allowed. If you are caught distributing this type of invitation, you and your Guarantor will be contacted and discussion of eviction proceedings will be initiated.
6. There is a limit of one keg per party.
7. All parties will be shut down at 2:00 a.m.
8. All illegally parked vehicles will be towed. No warning will be given. Instruct your guests to park in designated areas.
9. You are responsible for your guests' behavior. The cost of repairing any damage caused by you or your guest will be your financial responsibility.

MANAGEMENTS DEFINITION OF A PARTY IS ONE APARTMENT HAVING TEN OR MORE GUEST

**Landlord reserves the right at any time to make changes to these Rules and Regulations as Landlord shall in its judgment determine to be necessary for the safety, care and cleanliness of the premises and for the preservation of good order, comfort and benefit of tenants in general and for the efficient operation of the apartment community.**

TENANT \_\_\_\_\_

DATE \_\_\_\_\_