

INTRODUCTION

Welcome to your new home! This Resident Guide and Operating Policy was created to acquaint you with your new home and answer questions you might have. It sets a standard of operations for your information and understanding. Please, read the operating policy and keep this brochure handy for future reference.

The management of your home is by Ed Baur Management, Inc., and we take pride in working hard to make your stay as pleasant as possible. We hope that this booklet will cover all situations that may arise during your tenancy.

The office address is: **Ed Baur Management, Inc., 4611 NW 53rd Avenue.**

The mailing address is: **Ed Baur Management, Inc., P.O. Box 15688, Gainesville, Florida 32604.**

Deposit moneys, including damage deposit, security deposits, advance rent deposits, pet fees, and others are held in SunTrust of Gainesville in a non-interest bearing escrow account. Therefore, no interest is paid to you on your deposits. Your amount on deposit is itemized on your Lease Agreement.

Office hours are normally **9:00 AM - 5:00 PM Monday through Friday.**

The telephone number is **(352) 375-7104**

UTILITIES - FOR YOUR INFORMATION:

Electric and Gas service are arranged at Gainesville Regional Utilities, 301 SE 4th Avenue. 334-3434. Some properties are served by Clay Electric at 372-8543.

LP gas service is negotiated on an individual property basis, and the Yellow Pages has a list of vendors who can provide both the tank and the gas. Ed Baur Management, Inc. does not provide LP gas.

Telephone Service is arranged through Bell South 780-2355, 800-753-2909 outside Florida.

Cable T.V. is arranged at Cox Cable, 6020 NW 43rd Street. 377-2123

Any applicable deposits are the tenant's responsibility.

**SECTION A--RULES AND REGULATIONS TO HAVE GOOD NEIGHBORS
BE A GOOD NEIGHBOR**

1. PETS: The number of pets and the type of pets is determined at the discretion of management. Permission for a pet must be obtained in writing prior to leasing. A "Pet Lease" must be signed describing the pet. An additional non-refundable fee must be posted (\$150-300 DEPENDING UPON THE PET AND THE RENTAL UNIT). The monthly Pet Lease Fee is \$10.00 per pet per month.

No bird breeding is allowed. Birds must be caged.
No large breed dogs, puppies or exotic animals are allowed.
Dogs and cats must be at least one year old.

PET RULES:

- a. Pets must be on a leash at all times
- b. Pets are to be curbed
- c. Pet owners are responsible for damage to residence and/or landscaping
- d. No keeping of pets temporarily.

2. PARKING SPACES are not reserved. No parking on the grass. Do not park in front of dumpsters. Parking spaces are reserved for transportation vehicles. Vehicles used for storage which do not move frequently are not permitted. Boat and recreational vehicle storage are not permitted without prior approval. Violations of this rule could result in your vehicle being towed at your expense.

3. WATERBEDS: Permission for a waterbed must be obtained in writing and is available only in certain downstairs apartments with concrete floors. You must obtain waterbed insurance at your expense. WATERBEDS EXCEED UPSTAIRS LOAD LIMITS.

4. MOTORCYCLES: Only one motorcycle per apartment is permitted. Competition or dirt bikes are not allowed. Motorcycles, like gasoline, in accordance with the Florida Fire Laws may not be kept inside the apartment.

5. VEHICLES: ALL VEHICLES parked on the site must be PROPERTY OF A RESIDENT and MUST BE OPERABLE AND LICENSED. AUTO OR MACHINERY REPAIRS ARE NOT ALLOWED. Vehicles which may damage property through oil leaks or kick stands which dig into and ruin asphalt can be prohibited if the resident does not take measures to protect the property. Vehicles which leak fluids that damage parking surfaces must be removed from the property. A \$5.00 per day fee will be applied for those who choose to work on vehicles in violation of this code or do not remove leaking automobiles after notification.

6. INSURANCE: The landlord's property insurance does not cover a resident's belongings. **MANAGEMENT STRONGLY ENCOURAGES RESIDENTS TO PURCHASE RENTER'S INSURANCE THROUGH AN INSURANCE AGENT OF YOUR CHOICE.**

7. BE CONSIDERATE of others when entertaining. No loud parties or music after 11:00 p.m. If you live upstairs, please be considerate of your neighbor.

8. PICTURE HANGING: Small diameter finish nails are allowed. In wood paneling, apply only in grooves of wood. No boring of holes for wall units is permitted. See management for assistance with large pictures or mirrors, especially in concrete walls.

9. MAILBOX: Tag your mailbox with your last name.

10. TELEPHONE AND CABLE T.V. are usually pre-wired. Please use the existing outlets.

11. KEYS: You will be furnished with two sets of keys. You must return all keys, including those you made and paid for, at the end of your lease. MANAGEMENT WILL NOT PROVIDE LOCK OUT SERVICE IF YOUR KEY IS LOST.

MAILBOX KEYS: If your home has a locking mailbox, Management will furnish one mailbox key at the time of leasing. If there is no key--contact Management, and one will be made. They will need a copy of your lease. We expect the return of the key when you vacate. All matters concerning the delivery of mail are between the Postal Service and residents. We cannot accept delivery of your mail. MANAGEMENT DOES NOT ALWAYS RETAIN A COPY OF YOUR MAILBOX KEY, SO WE ENCOURAGE YOU TO MAKE EXTRA COPIES.

12. FIRE LAWS: NO COOKING OR FIRES ON BALCONIES or porches or within fifteen (15) feet of a building. If you like outside BBQ, do it far enough away from the building for safety's sake.

13. WEIGHTS: Weight lifting equipment is not to be maintained or used on the premises WITHOUT PRIOR PERMISSION of the landlord.

SECTION C---SAFETY AND SECURITY

THIS IS NOT AN ABSOLUTELY SAFE WORLD. ALWAYS USE COMMON SENSE AND GOOD JUDGEMENT. THE FOLLOWING SUGGESTIONS AND GUIDELINES ARE NO GUARANTEE OF SAFETY AND SECURITY. MANAGEMENT MAKES NO GUARANTEES OF PERSONAL OR PROPERTY SAFETY.

FIRE PREVENTION

- Make sure your smoke detector is in place and the battery is good.
- Test the battery regularly by pushing the "test" button.
- Make sure the fire extinguisher registers that it is charged.
- Check all electrical cords -- frayed cords can cause fires.
- Don't overload electrical outlets. If a breaker is popping regularly, check the outlets to see if they are overloaded. If it is not overloaded, contact management immediately.
- Provide smokers with deep ashtrays so cigarettes don't fall out accidentally. Don't smoke in bed.
- Kitchen Fire Prevention:
 - Keep your stove and oven clean. Grease accumulations will help spread a fire.
 - Keep flammable items away from stove burners.
 - Heat cooking oil slowly -- don't get water or ice near hot oil.
 - DON'T LEAVE COOKING UNATTENDED!**
 - Put handles out of reach of children.
 - Have a fire escape plan for the entire family.

IF A FIRE OCCURS:

- Leave the home and call 911 immediately. Then call Ed Baur Management, Inc. as soon as possible.
- Kitchen Fires:
 - in a pot, put its lid on and turn the burner off.
 - in the oven, keep the door closed and turn it off.
 - in the microwave, leave the door closed and turn it off.

PERSONAL SAFETY ADVICE

- Make sure to keep your doors and windows locked at all times.
- Make sure your window locks work and that you have a secondary lock: a pin or a thumbscrew lock. If you have any question about these locks, call Management.
- Leave your exterior front door light on when you will be arriving home after dark.
- If someone you do not know comes to your door, ask the person to step back and show you some identification before opening the deadbolt. Maintenance and Repair people from Ed Baur Management, Inc. will have a work request number which you can request in advance from the Property Supervisor when you file the work request.
- Don't let anyone borrow your key.
- It is wise to purchase Renter's Insurance.
- If you see suspicious people on the property, call 911; then call Management.

SECTION D---EMERGENCY PROCEDURES

What constitutes an emergency?

1. Flooding caused by plumbing breakdown, leaks from the roof, or frozen pipes
2. Damage caused by wind, storm, or fire
3. A breach of security: burglary, vandalism, suspicious car in the subdivision, other disturbance
4. A natural disaster
5. Heater, Refrigerator not working.

What should the resident do?

On 1, flooding, turn off water if possible and contact Management immediately.

On 2, for fire, call 911. Storm and wind damage to the building will be handled by Management. Management will contact maintenance personnel to secure the dwelling from further damage and will then arrange for the repairs to be made.

On 3, breaches of security, contact the Gainesville Police Department or the Alachua County Sheriff's Department immediately: Dial 911. Then contact Management. The Police will handle the incident.

On 4, a natural disaster (Hurricane, Tornado), contact Management immediately.

On 5, Heating, or Refrigerator, call 375-7104. Follow the voice mail prompts and leave a message on the emergency maintenance mail box, you must include your name, phone number, and address. A representative from our office will then be paged, and will call you with directions on what to do. If you leave the message in any mailbox other than the emergency mailbox, you will receive no response to your call until the following work day. Please call, and identify yourself by name and address. They will contact the appropriate repair person. Remember, when a refrigerator goes out, the Landlord is not responsible for any lost food.

What if your home is uninhabitable due to fire or natural disaster?

During a disaster period, the Landlord will be attempting to protect the buildings against further damage and will begin making contacts for repairs. The Landlord's obligation will be to secure whatever is left, including boarding-up windows, covering roofs, arranging temporary power, and doing everything else it can to safeguard the property. **THE OWNER'S INSURANCE DOES NOT COVER YOUR POSSESSIONS. THE LANDLORD WILL NOT PAY FOR ALTERNATIVE HOUSING. YOU WILL NOT BE CHARGED RENT FOR THE PERIOD THAT THE PROPERTY IS UNINHABITABLE.** We strongly recommend that you obtain RENTER'S INSURANCE.

IMPORTANT NOTE: Do not feel hesitant about calling the police. If you ever have a question about calling the police about a suspicious car or person walking through the property, CALL THE POLICE!! They would rather check out something than not get the call. CALL 911 immediately. There are many free fire safety and Crime Prevention books available from the local Law

Enforcement Agencies. Please give them a call at: POLICE-334-2400, SHERIFF 336-2500

SECTION E---MAINTENANCE

1. REFRIGERATOR: Shelves are removable. Pull shelf toward you until it stops, then lift the front edge slightly and pull completely out. When cleaning, wash both inside and outside with mild soap and water. Do not use abrasive powder or cleaner. If your refrigerator is not frost-free, to defrost, turn temperature control to OFF. Remove food. Place pans of hot water in freezer. Scrape off loosened frost with PLASTIC SCRAPER. Very important: **NEVER USE AN ICE PICK, KNIFE OR METAL WHEN DEFROSTING**. Do not use salt or salt solutions of any kind. Empty the freezer drawer when defrost water stops dripping into it.

2. RANGE: Be careful not to lay cloth or plastic items on top of the range. All pot and pan handles should be pointed to the center of the range so that they are not easily bumped causing spills. Do not cover the top of the broiler pan with foil or broil without the bottom part of broiler pan. When cleaning the oven, the oven racks may be removed. Follow label directions on oven cleaner. Clean your stove immediately after all spills, don't wait until grime is "baked on". The most frequent cause of extinguishing pilot lights in stoves is due to spillage and grease overflows. Clean your stove with soap and water regularly and especially before requesting a service call.

3. CARPET CARE: Carpet should be vacuumed at least once a week.

CARPET CLEANING TECHNIQUES:

- a.) Scrape, blot, or absorb the excess immediately, using a spoon or the back of a knife for semi-solids or greasy substances and absorbent cloth or paper towels for liquids.
- b.) Apply dry cleaning solvent and continue blotting.
- c.) Prepare a solution of three parts lukewarm water and one part vinegar and blot.
- d.) Avoid excessive wetting and rubbing of the carpet and never put furniture on wet carpet.
- e.) Carpet must be kept dry. Carpet has a rubber backing. If thoroughly wet, it will rot and smell. Call management for assistance.

4. DRAINS: Shower and bathroom drains can be kept free by use of a drain additive used according to directions. **DO NOT PUT THE FOLLOWING IN THE TOILET**: bones, hard seed pits, paper, metal, cat litter, Sanitary Napkins, or Tampons. Normal plumbing systems cannot accept these items.

5. AIR CONDITIONER: Don't be a thermostat jiggler! Move your thermostat switch to "cool", your fan switch to "automatic", and set your thermostat indicator for the desired temperature. Thermostat jiggling may cause damage to the equipment and also is more expensive when the electricity bill comes in. Don't turn off the air conditioner for short periods. The catch up load is more load than maintaining the temperature. It is recommended that you keep your air conditioner at 80 degrees when you are gone all day or night. **Air conditioner filters should be changed or cleaned once a month.**

6. SERVICE - WORK REQUESTS: Work orders are handled in a timely fashion in the order they are received with the exception of emergencies.

Do not expect twenty-four hour or weekend service unless there is an emergency. The emergencies are defined earlier in the Operating Policy, and management expects you to call if it is an emergency.

The initial condition of the property is a part of your original agreement to accept a unit as part of the rental bargain. After you have moved into your home, use the work order system to request repairs in your dwelling.

- a. Work requests are made either in person, in writing at the office, or by phone 375-7104.
- b. Usually, the repairman will call for an appointment.
- c. If you do not keep your appointment time, the cost of the trip by the repairman will be charged to you.
- d. The repairman will have a work request number. Do not hesitate to ask the Property Supervisor for the number and ask the repairman for the number when he arrives at your home.

SECTION F---RESPONSIBILITIES UNDER YOUR LEASE

Your lease and operating policy represent a meeting of the minds between consenting adults on the subject of leasing a home.

All communications between the residents and management must be between the parties involved or their attorney who is willing to signify in writing to management that he is their legal representative.

We can not discuss any aspect of a lease with anyone except our resident. Specifically, we can not discuss the lease with divorced or separated partners, girlfriends or boyfriends, employers, parents, grandparents, attorneys who will not state their professional positions in writing or any other persons not on the lease.

Management reserves the right to require that all residents on the lease be present in discussions concerning the lease.

Management will not rent a residential property to any corporation, trust, partnership or persons who do not themselves occupy the premises in a habitual fashion.

It is important that you understand that you are renting the home in the condition in which it was shown to you. If anything is to be improved, i.e. new curtains, new carpeting etc., it must be paid for in additional rent and agreed to **IN WRITING** before the beginning of the lease.

You take the property in the professionally cleaned condition which it is rented to you and you return it in professionally cleaned condition when you vacate. If you accept a rental which is less than clean for your convenience or because of a financial condition that is beneficial to you, that represents a condition of your bargain and sale and changes nothing concerning your obligation to leave the home in professionally cleaned condition.

Make arrangements for any improvements at the time of your lease or lease renewal. No mid-term improvements in a resident's lease will be performed. No work will be performed on a rental that was not agreed to in advance of the lease and agreed to by the management **IN WRITING.**

YOUR LEASE AND DEPOSIT:

1. Initial Inventory of Condition. Your home is given to you in professionally cleaned condition and good repair. You must notify management in writing immediately if found otherwise. When you pick up your keys, you will be given a blank Initial Inventory of Condition to document the condition of your home with management. You must submit it to the office for review before 10 days of occupancy have passed.
2. Termination Inventory of Condition. Move out instructions will be sent to tenants during the last month of the lease. When you vacate, management will note the condition of your home as you left it on a check list.
3. THE LAST DAY OF OCCUPANCY is (1) the date you turn in all your keys to the office during the normal office hours, (2) give your forwarding address according to the Landlord and Tenant Act. PLEASE NOTE THAT YOU ARE CHARGED DOUBLE YOUR NORMAL RATE FOR HOLD-OVER DAYS. This means that keeping the keys extra days to clean up could be more costly than the clean up charges. Sending keys and forwarding address through the mail will cost you double by the day until receipt of both.
4. Within fifteen (15) days of turning in your keys you will receive a certified letter stating deductions, if any, from deposits and why. A check for the full amount or a lesser amount if deductions were made will be enclosed. If you disagree, please reply by mail so that your request may be reviewed. A written objection is required. We have documented our deductions and we work hard to make sure we are being fair.
5. Your Security Deposit Refund: This is the single most frequent cause of misunderstandings between management and the resident. The following items concern your security deposit refund:
 - a.) You will receive your notice by certified letter. The law requires us to send it certified mail to establish the first fifteen-day period. Many people are uncomfortable receiving a certified letter. Please understand that we are not trying to start a legal process; we are only conforming to the law. If you choose to respond, you can use regular mail. We will continue to try to serve you even in the sometimes difficult business of security deposit refunds.
 - b.) It could take thirty (30) days. This means two weeks for your notification by certified mail plus a fifteen (15) day response period.
 - c.) Do not put yourself under financial pressure for your security deposit.
6. RE-LEASING is permitted by filling out the proper forms. An appointment with management and a fee EQUAL TO 10 DAYS RENT is required. In order to sublease or re-lease,

your rental contract must be current. NOBODY WHO IS NOT A SIGNED PARTY TO THE LEASE CAN OCCUPY THE PROPERTY.

7. If a roommate vacates the property before the lease has expired the remaining roommate will continue to be fully responsible for the lease. If a replacement roommate takes a vacated roommate's place the replacement tenant must be approved by management and all parties involved. Arrangements must be made for the continuation of the proper deposits and last month's rent. There is a \$25 PROCESSING FEE for roommate substitution.

8. Breaking your lease: If you are leaving, come in and discuss the procedures and consequences with your Property Manager. Otherwise, we are obliged to ask the court to terminate the lease for us. Our responsibility to the owner requires us to seek a judgment on those who do not return keys and make proper arrangements concerning deposits and rents. In the long run, those who choose to leave in the middle of the night may have to pay to change locks, to petition the court, and to pay attorney's fees.

TENANT OBLIGATIONS UNDER YOUR LEASE:

This section is a condensation of tenant requirements of the Florida and Landlord Tenant Act. Under the law, the tenant has at least the following obligation:

1. CENTRAL AIR/HEAT SYSTEM: Use and operate in a reasonable manner the heating and air conditioning systems.
 - a.) Your air conditioner and central heat and air system is an expensive mechanical device. It is entrusted to you for your care and, its use in "reasonable manner" means changing your A/C filter at least every two months.
 - b.) The cost of air conditioning filters is the tenant's responsibility. They are the "disposable type". Frequent changing of filters saves you money by keeping your heat and A/C energy charges low.
 - c.) Any service call due to a dirty A/C filter or any malfunction of the system due to neglect of the system is the responsibility of the tenant and the tenant shall pay. That is only fair.
 - d.) MOST IMPORTANT: Air conditioners, like automobiles, become defective when not used. An air conditioner must be started and run during the winter once a month for twenty minutes. Think of it like a car. The seals and washers shrink from non-use and the freon runs out.
2. PLUMBING: It is the responsibility of the tenant to keep all plumbing fixtures in the dwelling unit clean and sanitary and in repair. If you have a plumbing stoppage in your home in one of your fixtures, it is your responsibility. If the problem is in a feeder line, it is the landlord's responsibility.

3. LIGHT BULBS: Light bulbs are a tenant responsibility.
4. KEEP THAT PART OF THE PREMISES which you occupy and use, including porches and windows, clean, sanitary, and free of unsightly objects.
5. GARBAGE REMOVAL: At many properties, management has provided for a dumpster. At most properties, the tenant contracts directly with WASTE MANAGEMENT through GRU for garbage collection. The service starts automatically when your electric deposit is made. The collection cost is paid on your GRU bill. The Landlord and Tenant Act states that the "tenant must remove from the dwelling unit all garbage in a clean and sanitary manner". This means that you provide and care for your own garbage cans. It is your responsibility to pick up your own garbage after if it spills. If you have curbside pickup of garbage, you must move your garbage to the curb on the "pick up day", and carry your trash can back to the dwelling that same day. If you need a black bin or recycle bin, contact management.
6. COMPLY WITH ALL OBLIGATIONS imposed upon tenants by applicable provisions of building, housing and health codes.
7. THE TENANT DOES NOT HAVE THE RIGHT TO: PAINT, CHANGE, ALTER, DESTROY, DEFACE, DAMAGE, IMPAIR OR REMOVE any part of the premises or property therein belonging to the landlord, nor permit any person to do so without prior written consent of the landlord.
8. LOCK AND KEY may not be altered by the tenant. If for any reason you feel your home has a defective lock or is inadequate in its security, please report this to the office. It is FORBIDDEN BY THE LANDLORD-TENANT LAW FOR THE RESIDENT TO CHANGE LOCKS OR ALTER PROPERTY HE DOES NOT OWN.
9. TENANT SHALL GIVE ACCESS to the rental unit for purposes of showing to a prospective new tenant, and to maintain equipment. Tenant may not deny the landlord access during reasonable hours.
10. RESIDENTS DO NOT HAVE THE RIGHT TO ORDER REPAIRS or improvements to the property. Without prior approval by the Landlord tenants cannot submit bills to management for payment or reimbursement.
11. PILOT LIGHTS are a tenant responsibility unless the equipment is defective. Use a certified gas company. We recommend the GRU Gas if it is on their service or if it is LP gas, a certified LP gas provider.

LANDLORD OBLIGATIONS UNDER YOUR LEASE:

This section is a condensation of landlord requirements under the Florida Landlord Tenant Act.

1. RIGHT OF ACCESS: Management will not abuse the right of access. However, we do reserve the right to make whatever repairs and improvements we deem necessary during the course of the lease. Management also reserves the right of inspection and to show the unit to prospective tenants and buyers upon reasonable notice. Work will be done during regular office hours.
2. MAINTENANCE: The landlord shall maintain:
 - a. Roofs in good repair
 - b. Floors in good repair
 - c. Steps in safe repair
 - d. Porches in safe repair
 - e. All structural components in good repair
3. SCREENS AND GLASS: Management will provide screens and glass for all windows at the beginning of the tenancy. Once provided, screens and glass are the responsibility of the tenant. Very Important: Sliding glass door screens shall not be provided, although they may be in place when you move in.
4. LOCK AND KEY: The landlord shall provide functioning locks at all times. Anytime you have any problem with your lock, contact management immediately.
5. EXTERMINATION: Extermination is provided by management monthly on all 3-plex units or larger. The tenant is responsible for extermination on single family homes, and duplexes.
6. EXTERIOR MAINTENANCE: Yard and lawn maintenance is provided for apartments. Single family home residents must make provisions to maintain their own lawns.
7. INTERIOR MAINTENANCE: After initial rendering of the property into acceptable condition, no interior maintenance is provided except mechanical equipment whose failure is not due to abuse or misuse.
8. GARBAGE REMOVAL: SEE SECTION E, PARAGRAPH 5
9. HEAT: Management will provide a functioning heater. The resident pays for the energy.
10. HOT WATER: Management will provide a functioning hot water heater. The resident pays for the energy.

From all of us at Ed Baur Management
WELCOME TO YOUR NEW HOME!

Resident guide 4-5-02