

# UNIVERSITY OAKS

## Community Policies

**WELCOME TO UNIVERSITY OAKS APARTMENTS**, a unique residential community for students, faculty, staff, and affiliates of The University of Texas at San Antonio (or "the University") and other institutions of higher education. This Property is for residents who appreciate a beautiful environment and the convenience of on-campus apartment living, and who will make a strong commitment to caring for the community in which they live. The cleanliness, beauty, and enjoyment of the Property will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or questionable person on the grounds. The community will be governed by the rules of common courtesy and common sense.

You must follow the **STUDENT CODE OF CONDUCT** of the University ([www.utsa.edu/osja/](http://www.utsa.edu/osja/)). While you must follow the entire Code, what follows is the first section of the Code that we present for your convenience: SEC. 101. GENERAL. By enrolling at the University, a student neither loses the rights nor escapes the responsibilities of citizenship. All students are expected to obey federal, state and local laws, the rules and regulations of the Board of Regents of The University of Texas System, the rules and regulations of The University of Texas at San Antonio and directives issued by an administrative official in the course of his/her duties. A student who enrolls at the University is charged with the obligation to conduct himself/herself in a manner compatible with the University's function as an educational institution; consequently, conduct which interferes with the use or utilization of University facilities by other persons may be punished regardless of whether such conduct is specifically proscribed by the provisions of the Student Code of Conduct.

Suspension for non-academic reasons from the current university you are attending will result in eviction. Regardless of whether you are currently enrolled at UTSA, you can be evicted for any violation of the Community Policies.

## **SAFETY**

**S1. SECURITY** - It is not possible for any apartment owner or manager to ensure "security" or "safety." For your convenience, many features, such as eight-foot perimeter fencing, and limited access gates are provided. The University Police Department provides police services in the community. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to the University Police and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call the University Police at 210-458-4242 to report any criminal activity. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

**ACCESS TO THE PROPERTY.** Your access card contains your personal electronic code and grants you access to the property gates and your apartment. Your acceptance and use of the access card is subject to your compliance with the following guidelines:

- A. Immediately report lost or stolen cards to us. Your number can then be programmed out of the computer to prevent unauthorized use of the card. Lost, stolen or damaged cards will be replaced for a \$50.00 charge. This charge offsets the cost of the card and the cost of reprogramming the computer.
- B. Your right to use the access card ends when your lease ends or is terminated. You must return all cards at that time. If you fail to return the access card when your lease ends or is terminated, you will be charged \$50.00.
- C. Do not let other people use your card. Do not duplicate any keys.
- D. Mere possession of a card does not necessarily confirm right of entry. Therefore, please do not assist someone who appears to be having difficulty gaining entry. Please do not let someone whose access privileges have been revoked, or guests of others, enter the property with your card.

To avoid damage to your vehicle and to the vehicle access gates, pass through the gates carefully. You may be sanctioned, incur a fee, and/or charged for the repair costs of any damage to gates caused by vehicles driven by you or your guests. People who vandalize the gates will incur a fee, will be required to pay the costs of repairs, and may face disciplinary action and/or criminal prosecution.

### **PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT**

- Lock your doors and windows, even while you're inside.
- Use deadbolt locks on the doors while you're inside.
- When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts*
- Don't put your name, address or phone number on your key ring.
- If you're concerned because you've lost your key or because someone you distrust has a key, ask us to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying.
- Dial UTSA Police at 210-458-4911 for emergencies. If any emergency arises call the appropriate emergency services first, and then call the University Police.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
- Immediately report the following to us in writing, dated and signed:
  - Any need of repairs of locks, latches, doors, windows, and smoke detectors
  - Any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds, and window shades at night.
- Mark or engrave identification on valuable personal property.

### **PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT**

- Lock your doors while you are gone. If you have them, lock your door handle lock, keyed dead bolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar.
- Close and latch your windows while you are gone, particularly when you are gone for an extended period.
- Tell your roommate where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Do not give entry codes or electronic gate cards to anyone.
- Use lamp timers when you go out in the evening or go away for an extended period. They can be purchased at most hardware stores.
- Let us and your friends know if you will be gone for an extended time. Ask your neighbors to watch your apartment since we cannot assume that responsibility.
- While away for an extended period, if applicable, have your newspaper delivery stopped, or have a friend pick up your newspaper daily.
- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

## PERSONAL SECURITY – WHILE USING YOUR CAR

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- Do not leave exposed items in your car, such as electronics, wrapped packages, briefcases, or purses.
- Do not leave your keys in the car.
- Carry your key ring in your hand while walking to your car, whether it is daylight or dark and whether you are at home, school, work or elsewhere.
- Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- Check the backseat before getting into your car.
- Do not stop at gas stations or automatic teller machines at night, or anytime when you suspect danger.

## PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

**S2. KEYS** – Apartment and Mailbox keys are property of University Oaks and must be returned at the termination of your lease. The charge will be \$50.00 for each key that is not returned, and for each replacement key that you request. The charge for any lost, stolen, or broken keys will be \$50.00. Any duplication of University Oaks keys is strictly prohibited and can result in disciplinary/judicial action.

- A. It is the responsibility of the resident to secure his/her apartment key and access card and not loan these items to anyone.
- B. If inadvertently locked out of his/her apartment, the resident may seek assistance at the Housing Office (when office is open), Monday through Friday from 8:00 a.m. to 7:00 p.m., Saturday 10:00 a.m. to 5:00 p.m., and Sunday 1:00 p.m. to 5:00 p.m. After hours and on weekends residents may call the on-duty staff member to gain assistance. The resident is entitled to three courtesy lockouts during normal business hours; a \$25.00 charge will be assessed for each subsequent lockout and all lockouts occurring outside of normal business hours, weekends and holidays.

**S3. VIDEO SURVEILLANCE** - Portions of the community are equipped with Closed Circuit TV cameras. These cameras have been installed for the purpose of recording events for later viewing. The cameras are NOT monitored and are NOT installed for the purpose of stopping an event in progress. You should always protect yourself by always being aware of your surroundings and by being alert for dangerous circumstances. Further, since the cameras and recording equipment are mechanical and require the involvement of humans, they may not always be working properly due to mechanical or operator problems. Do NOT rely upon these cameras in any way for any purpose.

## CHECK-IN/CHECK-OUT PROCEDURES

**P1. CHECK-IN PROCEDURES** – All residents **MUST** check in to the property in the following manner:

- Report to the University Oaks Office or designated area.
- Pay all required fees as described in the "Residence Hall Rate and Payment Schedule."
- Within 48 hours of moving in, complete an inventory of room and furnishings. Return the completed inventory form to the University Oaks Housing Office.

**P2. CHECK-OUT PROCEDURES** –

- Arrange an appointment with a professional staff member 48 hours prior to check out and departure.
- Complete final inventory of room and furnishings. Upon completion, return room key to University Oaks Office and sign required checkout forms.
- Students must remove their belongings out of their assigned spaces prior to officially checking out.
- As an option, a resident may do an express check-out by picking up an express check out envelope from the leasing office and returning the completed envelope, including their keys, through the drop box.

The fee assessed to students who fail to checkout of their room properly is \$30.00. This fee covers any of the following:

- Failure of student to sign the Unit Condition Form.
- Failure of student to vacate the property at closing time.
- Failure of student to check out with a staff member.
- Failure of student to clear belongings into newly assigned room (during hall/room change periods).

Students' living spaces shall be clean and in good condition at the time of check-out. Students who fail to clean their rooms or do not discard the trash properly will be charged a fee in addition to any damage assessments. An agreement should be reached to determine who is responsible for any damages or potential cleaning charges by completing a "Responsibility Form." If no agreement is reached or no documentation exists to guide the decision-making process, charges will be divided between all the residents of the area.

## COMMUNITY LIVING

**L1. FIREARMS / WEAPONS** – Subject to applicable law. Resident must comply with any University policy related to firearms and other weapons.

**L2. ALCOHOL** - Possession or consumption of alcoholic beverages by you and your guests at University Oaks must be in compliance with local, state and federal laws, and with the rules and regulations of the University. If you are under 21 years of age, you may not consume or possess alcohol. If you are of legal drinking age, alcohol may not be consumed in front of a minor roommate or resident. Large containers or volumes of alcohol, such as kegs, are not allowed on the premises. Alcohol may not be consumed or displayed in public areas, including balconies, patios, and walkways. Kegs of any type and other common source alcohol containers are not allowed. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable. Kegs of any type and other common source alcohol containers are not allowed. Beer bongos, trashcan punch, party balls, alcohol-soaked fruit, and any other items related to excessive alcohol consumption are prohibited. In addition, alcohol drinking games are not permitted.

**L3. DRUGS, DRUG PARAPHERNALIA AND ILLEGAL SUBSTANCES** – The use, manufacturing, possession and/or distribution of drugs, drug paraphernalia and/or illegal substances is strictly prohibited and will result in eviction and referral to the University judicial officer and law enforcement agencies.

**L4. VERBAL AND/OR PHYSICAL ABUSE** – Residents and guests are to treat all neighbors, apartment mates, visitors, University Oaks staff, and University officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name-calling or any other language offensive or demeaning to another person. Physical violence of any type will not be tolerated.

**L5. FAILURE TO COMPLY** – You must comply with all written and verbal requests and instructions from University Oaks staff and University officials. This includes requests to produce valid identification.

**L6. NOISE** - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. Quiet hours are set for 11:00 p.m. to 8:00 a.m. daily. Housing staff reserves the right to alter quiet hours as required. High volume sounds from home

and car stereos, televisions, musical instruments, and such are not permitted. While we may establish specific "quiet hours," you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos. Please respect the noise levels of the community; if your car stereo and bass can be heard outside your car, it is too loud. Beginning the last day of classes and until the end of finals, 24-hour quiet hours will be in effect to help with the successful completion of exams.

**L7. FIRE SAFETY** – The greatest threat to any community is that of a fire. Fire can produce deadly smoke, heat, and toxins. Therefore, it is imperative that you make all attempts to prevent a fire from starting and to protect the lives of your roommates and yourself should a fire occur. To assist you we have installed smoke detectors and a fire extinguisher in each unit.

- A. SMOKE DETECTORS – Prior to the start of your Lease, and on an ongoing monthly basis, we will test the smoke detector(s) in your unit for proper operation and working batteries. It is your responsibility to immediately report to us any malfunctioning smoke detector(s). Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Tampering with, dismantling, or disabling your smoke detector(s) or other fire safety equipment will result in a fee ranging from \$100.00 to \$500.00.
- B. FIRE EXTINGUISHERS – Fire extinguishers are inspected regularly and recertified by a fire safety company annually. Should it become necessary for you to discharge your fire extinguisher, you must notify the Housing Office, once the danger has passed, so that we can inspect the apartment for damages and replace your fire extinguisher. Should we discover that either your fire extinguisher has been discharged when there was no fire danger or you have had a fire and you did not report the event to the Housing Office, each resident of the apartment will in a \$250.00 fee for endangering the safety of others.
- C. LIGHTING SOURCES & OPEN FLAMES – you may not use halogen lamps, candles, incense, or any open flame in your Apartment. No candle-type products are permitted such as but not limited to any wax and hot plate items, candles with removed wicks, etc. If the power goes out, use flashlights only. Do not store flammable liquids in or around your Apartment.
- D. GENERATING FALSE ALARMS – Activation of the alarm system when no fire emergency exists is a FELONY. Those caught generating a False Alarm will be removed from on-campus housing, prosecuted to the full extent of the law, and, through the University judicial process, potentially face the loss of student status.
- E. BARBECUE GRILLS - The city fire code prohibits the use of barbecue grills within 10 feet of a residential building, including patios and balconies. Grilling on your patio or balcony presents a fire safety hazard and is prohibited. University policies also prohibit the use of barbecue grills except in designated locations. All grilling must occur where the community grills are located. After you use the community grills, please put out burning charcoal. After charcoals are no longer hot, dispose of charcoals safely and properly. After you use the community grills, please leave the equipment, grills, and area clean for the next person. Gas grills are not allowed. Personal charcoal grills, gas grills, or the like, are not permitted inside your apartment.

**L8. COMMON AREAS** - The common areas are for the intended use of University Oaks residents and their accompanied guests. You are expected to use common sense and consideration for others when using these facilities. Your use of the common areas is a privilege that we can withdraw for any reason. Do not make loud noise or play music in the courtyard, clubroom, pool area, sports courts, or other common areas. You and your and guests are required to follow the posted rules and regulations. Guests should not be left unattended.

**L9. SMOKING PROHIBITED** – Smoking is strictly prohibited within the confines of the apartment complex. You will be assessed a \$100 fee each time you are found in violation of this policy, in addition to any cleaning or damage costs associated with smoking in the apartment. Evidence of smoking may include, but is not limited to, ashes, odor, cigarette butts, smoke, and paraphernalia. Students caught smoking may face disciplinary sanctions and through the University judicial process, face the loss of student status.

**L10. NUMBER OF OCCUPANTS** - Other than co-residents or authorized occupants, no one else may occupy the Premises. Persons not listed in the Lease may not stay in the Premises for more than two (2) consecutive days without our prior written consent, and no more than twice that many days in any one month.

**L11. MINOR CHILDREN** - Inform all other occupants in your Premises, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense when outside the Premises.

**L12. GUESTS** - You are responsible for your guests' compliance with all of these Community Policies and parking regulations. Overnight guests are allowed only with the approval of all roommates. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying for 48 hours must be registered in our office. Overnight guests are allowed a maximum of two nights per week. Guests must be in the presence of the resident at all times. Guests should not be left unattended and should not be given apartment keys or access cards. Excessive amounts of stays by guests may result in suspension of guest privileges. Residents are responsible for the behavior of their guests and that behavior should never infringe on the rights of roommates. Guests staying more than 48 hours without our permission will be considered an unauthorized occupant. If you have an unauthorized occupant residing in the apartment, you will be in violation of the Lease. Guests under the age of eighteen (18) are not permitted to stay in the room overnight.

**L13. APARTMENT UNITS** – We recognize the importance of personalizing your Apartment. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the Apartment, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fee and costs.

- A. Hot plates, toaster ovens, toasters and open-faced electrical or heating appliances with exposed heating are not allowed.
- B. We do not allow multiple-outlet, "octopus," plugs in your Apartment unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.
- C. All electrical appliances must display a label indicating that such appliances have been tested by a Nationally Recognized Testing Laboratory such as the Underwriters Laboratory (U.L.) or Intertek ETL Mark acceptable to the state fire marshal and/or other authority having jurisdiction. Residents are responsible for keeping appliances turned off when not in use. Microwave ovens with more than 750 watts are prohibited.
- D. You may not use halogen lamps, candles, incense or any open flame in your Apartment. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your Apartment.
- E. You may not hang, stick, or erect anything in, on, or about any windows or anywhere else on the outside of any building.
- F. All decorations should be temporary in nature to not permanently deface or damage any of your Apartment's finishes. You can hang posters and other wall decorations with poster putty, thumbtacks, or any other method that will not damage painted wall surfaces. No wallpapering or painting is permitted in your Apartment.
- G. Do not use nails, stickers or tape on the Apartment entrance, bedroom and closet doors, or kitchen cabinet surfaces.
- H. We do not allow waterbeds.
- I. Do not hang anything from sprinkler heads. Damage to these may result in flood damage for which you will be responsible.
- J. Aluminum foil may not be placed in windows as insulation or decoration.

**L14. ROOMMATE AND NEIGHBOR COUNSELING** – Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

- A. The complaining resident discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.
- B. Our staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among roommates/neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
- C. Our staff will follow-up and revise the roommate/neighbor contract if needed.
- D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments be

considered. Failure to get along with roommates/neighbors is not grounds for lease termination.

**L15. TRANSFERS** - You may move from one apartment to another only if you have our approval. You may be required to pay a transfer fee of \$100.00. If you move to another apartment or bedroom within an apartment without our prior approval, you may be sanctioned and/or have to pay a \$150.00 fee. You may not intentionally abuse or ignore your roommate's rights so that you can get a private room or extra space in an apartment. If you do, you may be charged for the additional space and face disciplinary action. The following conditions apply:

1. No transfer requests are granted before the 10th day of classes.
2. All room transfers must be approved by Residence Life staff and will be considered on a space available basis.
3. Room transfers will be made only if all pertinent parties have met with the Residence Life Coordinator or designee.
4. Once a room transfer has been approved and a new key issued; you have 24 hours to complete the transfer process and surrender keys to previous room.

**L16. SATELLITE TELEVISION DISHES** - You may not install a satellite television dish.

**L17. CHRONIC MISBEHAVIOR** – If a resident establishes an unacceptable pattern of misconduct or is frequently in found to be in non-compliance with these Community Policies or the General Student Code, though individual offenses may be minor, a pattern of non-compliance, irresponsible conduct or manifest immaturity may be interpreted as a significant disciplinary problem. These patterns of misbehavior can lead to disciplinary action up to and including eviction.

**L18. FULL FAITH & CREDIT** - As a student living on campus you are responsible for your conduct and activities including those of your guests, in all campus housing facilities. If you violate State Law, the University Code of Conduct, or the Community Policies of any housing facility, you will be held responsible for the violation in the facility of your residence as if the violation took place in your facility of residence. Violations and sanctions are shared with appropriate campus housing officials, Student Judicial Affairs, and UTSA Police Department personnel; disciplinary sanctions up to and including eviction may be imposed and, through the University judicial process, face the loss of student status.

**L19.** Intentionally Left Blank.

**L20. BACTERIAL MENINGITIS** - In accordance with Texas HB 4189, UTSA requires all new and transferring students to receive the meningitis vaccine; or sign a waiver indicating their knowledge of the risks of bacterial meningitis and their refusal to be vaccinated. This requirement must be met 10 days prior to a student's move-in date; otherwise they will not be allowed into on-campus housing or given access to their unit.

A student is not required to comply with the meningitis vaccination requirement if an affidavit or a certificate is presented stating that the vaccination would be injurious to the health and well-being of the student; or stating that the vaccination has been declined for reasons of conscience. To receive a copy of the affidavit form, please visit: <https://webds.dshs.state.tx.us/immco/affidavit.shtm>.

Applicants not attending UTSA must meet the meningitis vaccination requirement as well. Prior to moving in, the applicant must provide documentation to University Oaks which demonstrates the vaccine was administered at least 10 days before the move-in date.

**L21. PARKING RULES AND REGULATIONS** – Parking at the property or on UTSA campuses is subject to UTSA's Parking and Traffic Rules and Regulations which can be found online at [utsa.edu/parking](http://utsa.edu/parking). Any questions relating to parking rules, regulations, or enforcement should be directed to Business Auxiliary Services at 210-458-PARK (7275). All resident vehicles, including motorcycles, that you or your guests park on the property or on campus must display a valid UTSA parking permit and be registered with Business Auxiliary Services. **Once checked in with University Oaks, please log into your MyParking account to purchase the appropriate residential parking permit for the University Oaks community. At the time you purchase your parking permit, you may print out a temporary permit to place on your dashboard while the official permit is mailed. To avoid a citation, only park where allowed by your parking permit.**

VISITORS – Visitors' vehicles must display a valid daily scratch-off permit at all times and park where allowed by that permit. Residents may visit a cashier in the Bauerle Road or Ximenes Avenue Garage to purchase daily scratch-off permits for use by their visitors. More information on scratch-off permits and additional visitor parking is available on the parking website: [utsa.edu/parking](http://utsa.edu/parking). Guests are not permitted to park in the University Oaks Visitor Parking Spaces as these spaces are reserved for visiting future residents.

MOTORCYCLES – Motorcycles and all other motorized two- or three-wheeled vehicles must be licensed for operation on public roadways and must be registered with Business Auxiliary Services. At our discretion, we may not allow you to use these types of vehicles on the property. However, if we do allow the use of these vehicles, the vehicle must be parked in an appropriate parking space and be in compliance with all parking regulations, including display of the required parking permit.

BICYCLES – Bicycles are required to be registered on UTSA campuses. Register your bicycle for free on the Business Auxiliary Services website: [www.utsa.edu/auxiliary/bike.html](http://www.utsa.edu/auxiliary/bike.html). Ride bicycles on the streets only. Do not chain or lock bicycles to trees, fences, staircases, or outside your first floor balcony railing. If you keep a bicycle on the property, you do so at your sole risk of loss or damage. Bicycles stored improperly may be removed and discarded without notice and in accordance with local laws.

**L22. OVERFLOW HOUSING** - Along with the outstanding growth of UTSA, comes the increased demand for on-campus housing. University Oaks strives to accommodate all students interested in living in our facility, so that no available bedspace is left unoccupied. In order to achieve maximum occupancy, additional lease contracts are accepted above maximum occupancy in order to accommodate any late cancellations and no-shows.

Overflow housing residents are provided with temporary, off-campus housing accommodations, until they are assigned to an on-campus unit. By accepting overflow housing, the resident agrees to make all scheduled housing payments as outlined in the lease contract, and to accept the first available on-campus assignment offered.

Overflow housing residents are officially **on-campus residents**, and subject to all University rules, regulations, policies and procedures, as well as all on-campus housing policies. Also, an overflow housing resident is subject to all terms and conditions of the lease contract.

**L23. HOVERBOARDS** - The use, possession or storage of hoverboards or similar electronic, self-balancing skateboards or scooters and their respective charging devices is prohibited in, on and around all areas of the property.

## **OFFICE AND MAINTENANCE SERVICES**

**M1. OFFICE HOURS AND SERVICE PROCEDURES** - Our business hours will vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, call the afterhours on-call staff member for assistance at the number posted at the office entrance. Security issues, power failures, losses of heat (if the outside temperature is below 40°F), losses of air conditioning (if the outside temperature is above 90°F), and water leaks are considered emergencies. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage. Fires and rising water are emergencies for which you should contact UTSA Police at 210-458-4242 or 911. A letter slot is available for messages and after-hours rental payments.

**M2. PAYMENTS THROUGH THE UTSA FISCAL SERVICES OFFICE:** if you are making any payment for University Oaks Housing Partnership I, LTD at the UTSA Fiscal Services office, you must present the original (white) copy of the Bursar's receipt. You must, without demand, deliver the Bursar receipt to our office within 48 hours of making payment in accordance with the Lease Contract.

**M3. EMAIL:** Email is the primary form of communication from University Oaks.

**M4. MAINTENANCE MANAGEMENT SYSTEM** - We take pride in providing you a well-maintained home. We demand high standards of service from our suppliers, subcontractors, and service personnel. **During emergencies and in the event that a security device in your Premises is in need of repair or replacement, you should immediately submit a written work request to Manager and immediately call the Resident Assistant that is on-call.** For non-emergencies, you should submit a written work request in accordance with the procedures established by Manager. **A written work order must be issued from our office for all service requests.** Verbal requests are not allowed. Your cooperation with this policy will help us provide you better service. In the event you ever fail to receive service within forty-eight (48) hours, after submitting a second written request to the General Manager, please address a letter to Campus Living Villages, to the attention of Vice President of Operations, University Oaks, 1001 Fannin Street, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is (713) 871-5100. Emergency maintenance such as, power failures, losses of heat (if the outside temperature is below 40 degrees F), losses of air conditioning (if the outside temperature is above 90 degrees F), and rising water may be reported by calling the on duty staff member. Please report water leaks and equipment malfunctions promptly to minimize your inconvenience and property damage. Non-emergency maintenance requests made after hours may be charged at renter's expense.

**M5. CARPET CARE** – To reduce damage and preserve the appearance of your carpet, you must vacuum frequently (at least weekly). Please call us immediately for special instructions and assistance in handling carpet stains or damage. Excessive wear and tear will result in additional charges up to and including replacement.

## **COMMUNITY CLEANLINESS**

**C1. APARTMENT CLEANLINESS** – You must maintain your Apartment in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for your roommates and/or your neighbors.

- A. When we must clean your apartment, you must reimburse us for all costs incurred.
- B. If one roommate of a shared apartment moves out, all roommates must satisfactorily clean the apartment. If the apartment is not cleaned, a \$100.00 cleaning charge will be assessed to each roommate.
- C. Your room and apartment must be reasonably clean at all times. If your room is not cleaned to the approval of the housing staff within 24 hours of notification of an unclean room, a \$25.00 fee will be assessed.
- D. The maintenance, professional, and student staff will conduct health and safety compliance inspections each semester. Inspections will be announced to residents at least 48 hours prior to inspection. Staff will be looking for possible leaks, checking HVAC units, apartment cleanliness, possible fire safety hazards, and any other community policy and student conduct violations. If candles, incense, or their implements are found, used or unused, they will be confiscated and disposed of immediately. These items are forbidden because of the extreme fire danger they cause. Students caught with these items will face disciplinary sanctions. For most health and safety violations, the resident will be given 48 hours to correct the violation before facing further disciplinary actions; however, more serious violations must be addressed right away.

**C2. TRASH** – Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash between the dumpsters and the fence. Do not put your trash in the trash cans in the courtyards or common areas. If the dumpster closest to your apartment is full, do not leave trash next to dumpster. Deposit trash in another dumpster nearby. We do not provide door-to-door trash pick-up. You will be charged a \$30.00 service charge if you place any trash outside your Apartment or anywhere else on the property (other than inside the dumpsters). Dumpsters are intended for the use of disposing of normal apartment trash. Large items, such as furniture, should not be disposed of in University Oaks dumpsters.

**C3. PATIOS & BALCONIES** – Keep patios and balconies clean and uncluttered at all times. Only appropriate patio furnishings should be used. Do not dry clothing or linens or store unsightly personal property on your patio or balcony.

## **AMENITIES**

**A1. LAUNDRY FACILITIES** - Laundry facilities are for our residents' use only. We are not responsible for unattended laundry. Problems with laundry machines should be reported to the laundry equipment provider posted in the laundry room.

**A2. CLUBHOUSE USE** - We will utilize the community's clubrooms and common facilities (clubhouses, courtyards, volleyball courts, pools, etc.) for a variety of educational, recreational, and social programs. The clubrooms and other common facilities are also available for your use (i.e., study groups, organization meetings, etc.). Residents must clean the facility after use and adhere to all posted policies and hours. For further information on utilization of the University Oaks common spaces, please contact the University Oaks Housing office. Priority will be given to functions sponsored by housing staff.

**A3. POSTING** - All signs and posters must be pre-approved by us before being posted. If approved, posters, signs, and other items can only be posted in designated areas.

### **A4. NETWORK ACCEPTABLE USE POLICY -**

As a condition of your continued access to Wi-Fi and/or wired network (the "Network") at the Property you acknowledge and agree to the terms of use set forth in this Network Acceptable Use Policy ("Policy"). Owner hereby grants you revocable permission to access and use the Network pursuant to the terms of this Policy. If you are found to have violated this Policy, Owner and/or Manager reserve the right to take any action that it, at its unilateral discretion, sees fit, including, but not limited to, revoking your network access and terminating your Lease. As a condition of accessing the Network, you hereby agree to indemnify, defend or otherwise hold harmless Owner and Manager from and against any and all claims, liabilities, obligations, damages, costs, expenses, fees, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by Owner and/or Manager as a result of any uses of the Network or breaches of this Policy by you. You acknowledge and agree that you shall be personally liable to Owner, Manager and/or any third parties for any harm, damages (monetary or otherwise), civil liability, criminal liability or the like resulting from and/or caused by your use of the Network or violation of this Policy. Neither Owner nor Manager shall be liable to you or any

third party for any claims, liabilities, obligations, damages, costs, expenses, fees, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by you as a result of your uses of the Network, and you hereby waive any and all claims against Owner and/or Manager regarding the same. Owner and Manager not responsible for your unofficial uses of Network resources, including, but not limited to, your use in connection with e-mail and/or personal Web pages.

If you are found to have violated this Policy, you may also be in violation of University policies, including the University's Code of Conduct. Owner and Manager reserve the right to report any violation of this Policy to appropriate University authorities, and you may be subject to separate disciplinary action by the University for any such violations. You will not take any adverse action against Owner and/or Manager for reporting any violation or suspected violation of this Policy by you to the University.

You agree to cooperate fully with any investigation or inquiry by Owner, Manager, the University or any other third party (including intellectual property rights holders) regarding a violation or suspected violation of this Policy by you or anyone else. Failure to cooperate will constitute a breach of this Policy and may result in disciplinary action, including, but not limited to revocation of Network access and/or termination of your lease with Owner.

Password sharing is strictly prohibited. Users shall be responsible for choosing safe passwords, ensuring their file and other account protections are set correctly, and for all use of accounts and user-IDs assigned to them.

#### **Prohibited Uses**

When using the Network, you will not:

- Seek to gain unauthorized access to information resources or enable unauthorized access to this Network or any other network or resources by others.
- Send, view, or download fraudulent, harassing, obscene (i.e., pornographic), threatening, or other messages or material that are a violation of applicable law.
- Violate copyright law, the intellectual property rights, or other rights of any third party.
- Use or otherwise exploit copyrighted materials in any way that breaches or violates the applicable license or purchase agreement.
- Use Network resources for any illegal or criminal purpose.
- Encroach, disrupt or otherwise interfere with access or use of the Network by others, including, but not limited to, sending bulk unsolicited emails or engaging in any other activities that vandalize, damage, or otherwise compromise the Network.
- Violate the terms of use of third-party websites, including, but not limited to social media websites, blogs, or chat rooms.
- Use Network resources for any for-profit or not for profit commercial purposes, including, but not limited to advertisements, solicitations, promotions, or other commercial messages.
- Attempt to gain root access or access to any account not belonging to you on any third-party property or University network system.
- Attempt to gain access or access to restricted databases.
- Violate any University rule or policy.
- Attempt to "hack," crack or otherwise gain access to third party networks or systems.
- Attempt to alter or delete or alter or delete software, hardware, communications and/or data belonging to any third party without authorization.
- Browse, access, copy or change private files without authorization.
- Attempt to modify or modify the Network or Network software in any unauthorized manner.
- Use, provide or otherwise supply or distribute invasive software, including "worms" and/or "viruses."
- Attempt to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.
- Take any action that adversely impacts the Network, including gratuitous consumption of system resources (disk space, CPU time, and bandwidth).

#### **Reporting Violations and Other Terms**

As a condition of your continued Network access, you agree:

- To adhere to all posted Network policies, procedures, or protocols as may be communicated and/or modified from time to time at Owner's sole discretion.
- To immediately report any known or suspected violations of this Policy to Owner and Manager at 6685 UTSA Blvd, San Antonio, TX 78249 Attention: General Manager and 1001 Fannin Street, Suite 1350, Houston, Texas 77002, Attention: General Counsel.

To immediately report any known or suspected defects in Network accounting, concerns with Network security, or suspected unlawful or improper Network activities to Owner and Manager at the addresses listed above.

#### **A5. SWIMMING POOL – The following rules shall apply to all residents and their guests.**

1. Commercial swim wear must be worn at all times.
2. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times.
3. Nudity is not allowed.
4. Please follow posted policies and hours of operation.
5. Running, horseplay, or loud noise is not allowed.
6. Glass containers are not permitted.
7. WARNING-NO LIFEGUARD ON DUTY. DIAL 911 FOR AN EMS OR POLICE EMERGENCY.
8. Persons using pool facilities do so at their own risk. Owner and Manager assume no responsibility for accident or injury.
9. Residents and guests must be responsible at all times for making sure that young children do not wander into the pool area alone. Remember to use keyless deadbolts, deadbolts, pinlocks and window latches when small children are inside a dwelling or room, to prevent them from wandering off undetected.
10. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.
11. No person who has a communicable disease may use the pool.
12. Any person who is, in the sole judgment of Owner or Manager, under the influence of alcoholic beverages may be excluded from the pool area.
13. No diving is permitted.
14. Residents and guests are requested to promptly notify Owner or Manager of any rule violations.

# UNIVERSITY OAKS

## BED BUG ADDENDUM

This Bed Bug Addendum (this "Addendum") is made and entered into as of the same date as the Lease Contract (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease. In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail.

1. **Purpose.** It is important that we work together to prevent the infestation of bed bugs. While the presence of bed bugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This Addendum contains important information for you and sets forth responsibilities for both of us.
2. **Inspection.** You agree that you will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any bed bugs or bed bug infestation.
3. **Representations.** We represent that we are not aware of a current infestation or presence of bed bugs in the apartment. You represent that: A) you are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous bed bug infestation which you may have experienced; and C) if you were previously living in an apartment or home that had a bed bug infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.
4. **Access for Bed Bug Treatment.** You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing, and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve.
5. **Duty to Report.** You must report any signs of bed bugs immediately and in writing. Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced.
6. **Cooperation & Responsibilities.** Successful treatment of a bed bug infestation is dependent on your full cooperation. If we confirm the presence of bed bugs, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow-up treatments or inspections may also be necessary. You shall not treat the apartment for a bed bug infestation on your own. You acknowledge that we have the full right to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If during the term of your tenancy: A) bed bugs appear in the apartment; and B) a pest control professional determines that the bed bugs originated in your apartment, you acknowledge and agree that all necessary treatments for your apartment and other units as well as all of our additional costs, expenses and losses will be at your expense. In addition, you acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with bed bugs. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to: A) terminate your right of occupancy; B) exercise all rights and remedies under the Lease; and C) obtain immediate possession of the Premises. If you fail to move out after your right of occupancy has been terminated, you will be liable for hold over rent under the Lease. You acknowledge and understand that you agree to follow all guidelines given to you by our licensed pest control professional.
7. **Indemnification.** Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.
8. **Default.** Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your Lease. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the Lease and/or this Addendum.
9. **Severability, Waiver and Survival.** The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be

construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease. The undersigned, intending to be legally bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.

You hereby acknowledge and agree that your representations in this Addendum are true and correct and that we are relying on the representations made to us herein.