

LUDLAM POINT RESIDENT HANDBOOK

In order to provide you with the maximum amount of enjoyment from your community and to ensure the safety of residents and the appearance of the community, the following rules and regulations will be enforced:

UNIT KEY(S)

Ludlam Point will provide you with the key(s) to your apartment and to your mailbox. All keys must be returned upon your final move-out. We strongly suggest that duplicates be made for your own benefit. In the event that you misplace your key(s), please notify the office for a replacement. Any duplicate keys made by Ludlam Point will result in a \$25.00 fee charged to your account. For security reasons, we do not provide “after hour” lock-out services.

In the event that you install any lock or closure other than the one provided to you, a duplicate key must be submitted to the leasing office. The original closure must be replaced prior to the termination of the lease term. If a closure, other than the one provided to remains installed at the termination of the lease term, a \$150.00 replacement charge will be deducted from the security deposit. If the mailbox lock must be replaced, there will be a \$75.00 fee added to the following month’s rent.

RENT PAYMENTS

Rent payments are due and must be received on the first of each month by 5:00 pm and may be mailed or dropped off at 6880 SW 44 Street, #100, Miami, FL 33155. After 5:00 pm on the first of the month, a \$60.00 late fee shall be added to the amount due, plus \$1.00 per day for each day thereafter until the rent is received. These additional charges will be referred to as “Late Fees” and are included as additional rent.

Rent payments can be made via money order, cashiers check, or personal check. You may use your credit card online for an additional fee or you may call our processing office at 305-232-4400 call to make a payment by phone using your bank account. We do not accept credit card payments or pay by phone payments in the office and we do not accept cash under any circumstances. All personal checks must be drawn from a local bank and must name the tenant who signed the lease agreement. To insure proper allocation, the address and unit number must be shown on the check.

Any checks returned due to non-sufficient funds will result in a fee equal to \$50.00 or 7% of the amount of the check (whichever is greater). If rent is paid with a non-sufficient funds check more than two (2) times, during the term of your lease, you will be required to make all future payments by money order or cashiers check. Personal checks are also not acceptable after the 10th of each month.

UTILITIES

Unless your lease agreement includes a corporate unit charge, you are responsible for all utility connections and payments. Please refer to the welcome sheet that will provide you with further information.

CONTACT INFORMATION

Please provide the leasing office with all current telephone numbers and email addresses.

WINDOW TREATMENTS

In order to maintain a pleasant living environment, window treatments are included in all the apartments. Items such as newspaper, sheets, blankets, aluminum foil, etc. are not acceptable.

FACILITIES

The facilities of the community are for the exclusive use of residents, their immediate family members, and guests when accompanied by a resident. Residents are responsible for their guests and will be held liable for damages caused by their guests.

- Landscaping is a valuable component of the community, and residents are liable for damages to the trees, shrubbery, grass, and plants if they mutilate or deface it.
- No immoral, improper, offensive or unlawful use shall be permitted in any apartment. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.
- Unless Ludlam Point grants prior written consent in each instance, residents shall not install or operate in their apartment any machinery, refrigeration or heating devices, use any illumination other than electric lights; or use or permit to be brought onto the premises or into the complex any flammable oils or fluids.
- Each resident shall not permit or suffer anything to be done or kept in his apartment which will increase the rate of insurance on the property, or will obstruct or interfere with the rights of other residents or annoy them by unreasonable noises, smells or otherwise, nor shall the resident commit or permit any nuisance, immoral or illegal action on or about the property.
- No business, trade, or profession of any type whatsoever shall be conducted from within any apartment (other than units occupied by management).
- Common areas shall only be used for the purposes intended, and shall not be used for the hanging or cleaning of garments, rugs, household furnishings, or any other item. Any unauthorized storage of items on the balconies, landings, patios or common areas will be removed by the office and disposed of at the cost of each Resident.

SWIMMING POOL

- No food or beverages are permitted in the pool or surrounding pool deck area.
- The swimming pool will remain open from 9:00 am to 6:00 p.m. Monday through Sunday.
- There is no lifeguard on duty, using this facility is at your own risk; management is not responsible for any mishaps or accidents.
- Children are not allowed in pool or on pool deck area without an adult.
- Guests must be accompanied by a resident.

NOTICE TO VACATE

In the event that you decide not to renew your lease, we require at least 60 days prior to the expiration of the lease term a written notice of your intention to vacate the premises. Residents should visit the manager's office or e-mail leasing@ludlampointapartments.com to obtain the proper form. Residents who fail to give proper notice may face possible forfeiture of their security deposit.

Move-out inspections will only take place upon removal of all furniture and personal belongings from the apartment. All unit, mailbox keys and gate entrance clickers and cards must also be returned.

HANGING OBJECTS ON WALLS

Residents may not in any manner deface or damage walls, or drive nails, screws, hooks, or other objects into woodwork or sheetrock, except that Resident may use small nails or hooks to hang pictures, provided the pictures weigh less than 1 pound and the nails are less than 1 ½ inches long. For heavier pictures or objects or longer nails, Residents must obtain the prior consent of Management.

Residents must remove all nails, screws, hooks, and other objects from walls before vacating. If Residents cause damage to walls or to the pipes or electrical equipment therein, or causes what Lessor, in its sole discretion, believes to be an excessive number of nails holes, Resident shall be responsible for reimbursing the Lessor for the cost of repairing the damage and for any damage that results as a consequence of Residents' action.

UNIT ACCESS

Management requires written authorization to provide others not included in the lease agreement access to your apartment. In the event the request is honored, Lessor shall not be required to remain in the apartment during the time of access. Providing residents with access into their apartments is defined as a service, not an obligation, and Lessor shall not be held responsible for any occurrences which result from this service.

ALARM MONITORING SERVICES

Ludlam Point has contracted with Network Alarm Monitoring Services to provide 24 hour alarm monitoring for each apartment. This service is included with your monthly rental payment and we encourage you to take advantage of this service. The service requires a permit with the Miami-Dade Police Department. You may pick up the appropriate forms in the Leasing Office. We will be happy to assist you in filling out the forms and in teaching you how the alarms work. Residents will be responsible for the \$25 permit fee charged by the Miami-Dade Police Department.

GARBAGE CONTAINERS:

To improve the appearance of the property we have installed doors in front of all of the trash containers. Please unlatch and open the door of the containers before attempting to dispose of your trash, and close and re-latch the doors to prevent swinging doors from damaging cars, bikes, etc. Please do not leave your trash on your balcony or toss your trash over the doors to the garbage area. Any violation of this rule will result in a \$ 50.00 fine per offense.

All garbage shall be properly placed in plastic containers intended for such purposes, sealed or tied and deposited inside trash bins provided.

No large items such as furniture, boxes, or mattresses shall be left at the trash bins or within the community. Residents are responsible for the disposal of large items. Violation of this rule will result in a \$150 fine per item. The local trash transfer station is located at Sunset Kendall 8000 SW 107 Avenue or Snapper Creek 2200 SW 117 Avenue.

During the summer months we will provide a large debris trash container to the northwest corner of the property. Please take advantage of these containers. Furniture and bulky items left in the apartment or other unapproved area after move-out will result in a \$150 disposal fee per item.

VEHICLE ENTRANCE GATE:

The entrance gates were installed at your request and for your benefit to help control the parking situation, provide privacy, and help deter unauthorized persons from the community.

- Use your clicker or card for your own entrance and do not allow others to enter with your device.
- Enter one car at a time through the gate and do not allow other cars to sneak in behind you.
- Surveillance cameras at the entrance are used to document vandalism and unauthorized entry.
- Gate Clickers/cards are recorded with each use to identify individuals entering the property.
- Residents vandalizing the entrance gate will be charged a \$100.00 fine and the cost of repair. Residents are responsible for their guest's actions.
- Gate Access devices will only be provided to named individuals on the lease agreement.
- Additional gate clickers or those that are lost, damaged, stolen, or not returned at the end of your lease term are charged \$100.00 each.
- Large trucks may not be able to exit on their own so we provide exit via the entrance side. In order to protect the entrance gate and the vehicles, all moving trucks, Ryder trucks, U-Haul trucks, vans and other large vehicles must schedule a time with the leasing office during normal working hours. Any violation of this will result in a fine of \$100.00 per vehicle.
- All guests must use the tele-entry directory to telephone the Resident they are visiting in order to gain access to the property. We have reserved Channel 5 for your convenience to verify who is at the gate. Press 9 on your telephone keypad to provide access to your guests

PEDESTRIAN GATE

The pedestrian gate is located on the west side of the vehicle entrance. It operates with your gate clicker or gate card by passing it over the black pad. Please remember to carry your clicker and/or card with you at all times when you leave the property.

PETS

Please ask our leasing staff for our Pet Policy listed separately. You may also read the policy online at www.ludlampointapartments.com.

APPARATUS OR ALTERATIONS

- No clotheslines or any other similar device shall be allowed on any portion of the complex or exterior of the apartment.
- Residents shall not affix, attach, hang, display, or place on the exterior walls, fences, loggia, balconies, terraces, patios, slabs, porches, or windows of any unit any device, article, or apparatus.
- No residents shall cause improvements or changes to the interior or exterior of the unit, including, but not limited to walls, screenings, fencing enclosing any patio, balcony, loggia, terrace, slab, porch, or painting or other extensive decoration of any aesthetic nature, installing electrical wiring, television antennae or air conditioning units.
- Residents shall not install television, radio, musical instruments and other instrumentalities of sound reproduction or amplification without Lessor's approval and must use such times in a manner that will not cause a disturbance to other residents.
- No garbage cans, supplies, or other articles shall be placed in the pathways, stairways, walkways, landings, common areas, or parking areas.
- Outdoor grills are not permitted. We have provided common grilling facilities by the pool for your use.

PATIO AREAS

Patio areas and landings are to be kept free of trash and debris at all times. Only one white chair, one door mat and one small plant no larger than 2 feet high are allowed on all landings or entrance to the apartments. Any other items will be removed by the office or its staff and disposed of and a violation fee of \$50 will be charged to your account.

RESPONSIBILITIES FOR DELIVERIES

Residents shall be liable for damages to the Ludlam Point property caused by receiving deliveries or moving or removing furniture or other articles to or from their respective apartment.

OPEN DOORS

No resident shall allow the front entrance to his or her apartment to remain open for any purposes other than immediate ingress or egress.

PARKING

Parking is reserved foremost for Residents primary vehicles. Guests may park only if spaces allow. Recreational vehicles, secondary vehicles, RV's, golf carts, boats, trailers, and the like are not permitted and will be subject to tow at owner's risk and expense.

We have retained the services of CHIRINO TOWING SERVICE to remove vehicles parked:

1. Without parking decals/permits
2. In unauthorized zones
3. In more than one parking space
4. Unauthorized use of handicapped spaces
5. Unauthorized use of motorcycle spaces
6. Unauthorized use of car wash spaces
7. Basketball court parking is permitted only during overnight hours as posted
8. Vehicles blocking garbage bin enclosures
9. Vehicles blocking fire hydrants
10. Vehicles blocking other parked cars
11. Cars in inappropriate condition, missing or expired tags, flat tires, unsightly condition, etc.

Please adhere to the signs posted throughout the community. For those of you who choose to park in the handicapped parking spaces without authorization risk fines and towing by the Miami-Dade Police with a maximum of \$250 fine.

Please notify your guests of the policy to avoid problems or embarrassment.

REMEMBER ALL CARS ARE TO BE PARKED IN A MARKED PARKING SPACE!

ODORS

No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to other lessees, or otherwise deadly. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed a violation of this regulation.

MAINTENANCE & REPAIRS

Ludlam Point is anxious in seeing that all problems dealing with maintenance be resolved as quickly as possible. If any problem arises with any equipment, fixtures, or appliances that are the property of Ludlam Point, Inc. please notify the maintenance office immediately by telephone (305-661-7911) email (maintenance@ludlampointapartments.com) or fill out a service request online at www.ludlampointapartments.com, or you may fill out a form located outside of the maintenance office by the pool.

Toilets and other plumbing shall not be used for other purposes than for those for which they are constructed. No sweepings, rubbish, rags, wet naps, feminine products, or other foreign substances shall be thrown in them. Residents shall be responsible for unclogging toilets and any primary or secondary damages caused by their misuse.

Lessor is not responsible for items owned or installed by Resident, resident's family, guests, or acquaintances. It is the duty of the resident to inform the Lessor of any component failure or other damage within the apartment. The resident shall not make such repairs; however, the resident will bear the cost of any repairs due to damage caused by negligence or fault.

COMPLIANCE BY RESIDENTS:

Residents shall comply with the foregoing rules and regulations and any further rules and regulations, which may from time to time be adapted by the Lessor.

- Violations should be reported to the Leasing Office in writing.
- Violations will be brought to the attention of the violating resident.
- Failure of resident to comply with the foregoing rules and regulations shall be subject to fines and possible eviction.
- Lessor reserves the right to be the sole judge in disagreements concerning violations and will thereafter take appropriate action.
- Residents are responsible for compliance by their guests with these rules and regulations