

**Exhibit 1**  
**Nittany Village**  
**Rules and Regulations**

This document is incorporated by reference into the Lease Agreement between Tenant and Landlord. You agree to these “Rules and Regulations” for the purpose of preserving the welfare, safety, and convenience of tenants in Nittany Village, for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement.

We reserve the right to pursue our rights and remedies under the Lease for any single violation of these Rules and Regulations, if, in our sole discretions, we deem the violation to be of sufficient severity to warrant action under the Lease. Violations of these Rules and Regulations will be addressed generally in accordance with the following procedure:

First: If there is an initial complaint, referral or other information of possible violation of these Rules and Regulations of which we become aware, we will investigate, and if we conclude that there has been a violation but, in our judgment, not one of sufficient severity to warrant our taking action under the Lease, we will issue a written warning to you and your guarantor outlining the violation.

Second: if there is a second possible violation we will again investigate, and if we conclude that there has been a violation but not one, in our judgment, of sufficient severity to warrant our taking action under that Lease, you will be assessed an administrative fee not to exceed \$100.00 to cover our time and expenses in investigating the violation. You agree that this administrative fee is reasonable and that you will pay it immediately upon your request for payment. You and your guarantor will also receive a second written warning to you outlining the violation.

Third violation: If there is a third or subsequent possible violation, we will again investigate and if we conclude that there has been a violation, you and your guarantor will receive a third or subsequent written warning and will be assessed an administrative fee for each violation in an amount not to exceed \$100.00 to cover our additional time and expenses in investigating the matter. You agree that this administrative fee is reasonable and that you will pay immediately upon request for payment. For each violation of these Rules and Regulations for which we do not take action under the lease, you and your guarantor will be given additional warning letters.

### **Alcohol and Smoking:**

- There is no smoking inside the apartment including your bedroom. **Smoking in your unit will result in a \$100 fine for each violation. Additional charges will be charged for smoke removal services.**
- Consumption of alcoholic beverages by people who under the age of twenty one (21) years old is illegal. If any Tenant or Tenant guest who is under the age of twenty one (21) is found to be drinking on the property, staff may report the incidence of drinking to the police.
- No kegs or other beverage containers in excess of 4 gallons are permitted.
- Cigarette butts must be disposed of in a proper receptacle and not left on the ground. If you fail to comply, a fine may be imposed.

### **Cleaning:**

- Tenant must keep the apartment in a clean and sanitary condition. If Tenant fails to keep the apartment clean during the term of this Lease, Landlord may clean the apartment and charge the Tenant for the actual costs of the cleaning and an administration fee. Tenant must return the apartment in a clean condition (see move out section).

### **Decorating/Painting/Wall Hangings:**

- No structural changes or additions may be made to the exterior of the building, including the front entrance.
- You may not use nails, push pins, or any other hanging device that penetrates or otherwise creates a hole in a wall.
- On the interior of your apartment, you have the freedom to decorate by hanging pictures or other decorative objects. Stickers, including glow in the dark stars, double-sided adhesive foam or tape on walls, ceilings, windows, cabinets, exterior or interior doors are prohibited.
- All shelf paper, tub or shower decals, shelf brackets, hooks, towel holders must be removed at lease termination. If you put these on walls, ceilings, doors, etc., there will be a charge for removal and any damages.
- Windows shall not be used as clothing lines.
- No Painting or installing wallpaper in any part of the unit.

### **Guests of Tenants in Apartment:**

- The apartment is intended for use by Tenants of the building and their guests. A guest is defined as a person visiting a Tenant of the apartment at the Tenant's invitation.
- In order to ease the congestion of the move-in period and to allow roommates the opportunity to discuss what to do about overnight guests in the apartment, no overnight guests will be allowed until the first day of classes with the permission of the roommate(s).
- The following stipulations relate to all guests:

- It is the responsibility of the Tenant to ensure that their guests are aware of Nittany Village rules and regulations. Tenant will be held accountable for damages committed by their guests.
- Apartment keys will not be provided to guests. Tenants are not to give their keys to guests in order for them to gain entrances to the apartment or their bedroom.

**Keys:**

- The keys are the property of Nittany Village and must be returned to us at the end of the Lease term.
- A \$25 fee will be charged for lost keys or unreturned keys.
- Lost or unreturned keys will require rekeying of all locks in the unit and there will be a fee of \$150 per unit.
- Keys must not be duplicated.

**Lock-out:**

- If you inadvertently lock yourself out of your apartment or bedroom, you can call a Nittany Village Resident Ambassador at the numbers posted at each building entrance. You will be required to provide photo identification and the service personnel must be able to identify you by pulling your file or housing roster.
- A fee of \$50 will be assessed for after-hours lock-outs.

**Maintenance:**

- For emergency maintenance, please call (717) 344-5354.
- For non-emergency maintenance, work orders can be submitted through the tenant, or a form may be obtained at the Nittany Village management office.
- Tenants shall report any water leaks to Landlord immediately (i.e. running toilets, dripping faucets). If Tenant fails to report a leak, Tenant will be responsible for excessive water usage and/or damages.

**Move-in:**

- Tenant shall notify Landlord of any defects or damages in the apartment in writing within 48 hours from taking possession. If you fail to notify the Landlord, the premise, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you move-in. Except for damages and defects included on your Move-in Form, you accept the premises, fixtures, appliances, and furniture "as is" and with all faults. Landlord makes no express warranties and disclaims any and all implied warranties with regard to the premises, fixtures, appliances and furniture.

**Move-out:**

- All keys must be returned to the office by 12:00 pm on the ending date of your lease. Please do not leave keys at your apartment. If you do not return your key by the ending date and time, holdover charges will apply (see Holdover in your lease for specifics).
- **Apartments must be returned in a clean condition. See cleaning requirements at the end of this document for Tenant cleaning responsibilities.**
- Once all Tenants within an apartment have checked out, the apartment will be inspected for cleanliness and damages. Charges will be assessed and deposit refund checks will be processed accordingly.
- We reserve the right to charge for damages beyond ordinary wear and tear to the apartment including but not limited to furniture, appliances, carpet, blinds, walls, appliances, cabinets, and floor coverings.

**Pets:**

- No animals or reptiles of any kind may be kept in or about the apartments. **A \$100/day fine will be imposed for any pets found in your unit.**

**Prohibited Items and Activities:**

- Tenant owned or supplied refrigerators and freezers are not permitted.
- Absolutely no pools or hot tubs of any kind area allowed in or on the property.
- No fire pits and/or gas or charcoal grills are permitted on any of the ground near or in the property.
- No additional locks or hasps of any kind may be used or installed to the apartment.
- No waterbeds shall be permitted within the apartment.
- No radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof, structure or exterior of any building.
- Tenants are not permitted to go on any roofs or building areas indicated as restricted at Nittany Village.
- The use or possession of any open flame device (candles, burning incense) fireworks, or other explosives.
- Tenants will never use portable fuel- burning camping equipment in the apartment or on property.
- Portable space heaters, cooling units, fans, or other heating or cooling devices are not permitted.
- Darts and dartboards are not permitted.

**Security and Fire Safety:**

- You must take an active role in securing your apartment, property and most importantly, yourself. Nittany Village makes no representations, nor warranties that the premise is secure from theft or any other criminal activity perpetrated by a Tenant or others.

- For the safety of all our Tenants, Tenants agree to notify the landlord immediately if any fire warning devices, fire abatement device or carbon monoxide detectors are not functional. Tampering with fire alarm apparatus, either in your apartment or the common areas is in violation of the law. **A \$100 fine will be imposed on each tenant for tampering with a fire alarm.**
- Failure to evacuate according to designated procedures during a building alarm and/or failure to follow instruction of building staff or fire safety personnel is a violation of your lease.

**Solicitation:**

- Solicitation shall not be permitted at Nittany Village or surrounding premises, either by Tenants or outside solicitors. Please notify us of all solicitations.

**Trash and Recycling:**

- All trash and recycling should be bagged and placed inside the trash chutes in the trash room or the designated receptacles at the community and should not be left in an apartment, hallway, stairwell, or common area.
- Do not put hot ashes or coals, paint, chemicals, motor oil or other hazardous materials of any nature whatsoever in any trash receptacles, dumpsters or similar containers.
- Nittany Village has the right to impose reasonable fines for the violation of these provisions, as well as for any littering by you or your guests.

**Vehicles, Parking and Traffic Regulations:**

- Tenant vehicles must be registered with the Landlord.
- Tenants agree to abide by all parking regulations.
- Vehicles including bicycles, motorcycles and other motorized vehicles are not to be parked in any of the following areas: sidewalks, crosswalks, entry passage, dumpsters, stairs and halls, lawn areas, and any other unauthorized location. Parking of Tenant vehicles in any locations other than designated parking area is strictly prohibited.
- Tenants may not have more than one (1) vehicle at the apartment at one time.
- Tenant's vehicle and vehicles of Tenant's guests may be towed at the owner's expense if rules and regulations for parking are not followed. We are not responsible for towing, storage charges, and tickets Tenants may receive for parking violations within our community.
- Washing vehicles and performing mechanical work on vehicles is strictly prohibited.
- It is the Tenant's responsibility to inform their guests of parking rules and regulations.
- Bicycles are not allowed in the apartment building including but not limited to: bedrooms; apartment units; hallways; entrances; common areas; and stairwell.
- Bicycles may not be secured to any tree, shrub/plant, stairway or walkway handrail, light or sign post.

- NO motorcycles, scooters, or any other motorized vehicles are allowed inside the apartment building.
- Your guests are subject to all the provision in this section.

**End of Lease Cleaning Requirements:**

- All marks must be washed off walls.
- **Do not patch any holes.** We will assess a charge for hole repair.
- Mop all vinyl and tile floors.
- All carpeting is to be vacuumed.
- All trash and recycling must be removed from the premises and placed in the proper trash and recycling receptacles.
- Windows need to be cleaned to be free of streaks, to include window tracks and sills.
- Wash inside and outside of apartment door.
- All personal belongings must be removed from the premises. Items cannot be stored on premises after the term of the Lease.

**Kitchen:**

- Mop kitchen floor.
- Wash all walls and doors until free of dirt, grease, food, etc.
- Clean inside and outside of all appliances.
- Garbage Disposal should be clean of all food particles and odor free.
- Clean sink and counter tops.
- Wash cabinets and cupboards inside and out. Remove any shelf paper.
- Wipe out drawers with damp rag.
- **Do not turn off the Refrigerator/Freezer.**

**Bathroom(s):**

- Clean bathtub, sink, door and fixtures
- Clean inside and outside of toilet
- Clean the inside of medicine cabinet
- Wash mirror.
- Mop floor

**Living room, Bedrooms, Hallways, and Stairwells:**

- Wash all walls and doors until free from dirt, grease, food, etc.
- All carpets need to be free of stains and vacuumed.
- Hardwood floors, if any, should be swept and damp mopped. Do not strip or wax.
- All base board molding and trim needs to be cleaned including cracks and corners.
- Clean all ceiling fans, light fixtures, to be free from all dust, dirt and cob webs and replace any burned out light bulbs.
- Return air grill needs to be vacuumed and wiped down free of dust and dirt. Please do not remove.
- Replace any damaged or broken receptacle & light switch covers. Covers should match existing.