Employee Handbook

Table of Contents

	Page
WELCOME TO TH	E COMPANY5
THIS HANDBOOK	6
LEGAL MATTERS	7
WELCOME	8
0	Open Door Policy
0	Equal Employment Opportunity Policy
0	Americans with Disabilities Act (ADA)
0	Fair Housing
EMPLOYMENT	9-10
0	Hiring
0	Employment of Relatives
0	Promotion
0	Re-Employment
0	Corrective Action
EMPLOYMENT CL	ASSIFICATIONS11
0	Full Time Employees
0	Part Time Employees
0	Temporary Employees
ENCLIDING ACCUI	RATE PAY12-13
ENSURING ACCUI	TATE PAT12-13
COMPENSATION	14-16
0	Pay Schedule
0	Direct Deposit
0	Time Records & Hours of Work
0	Overtime
COMPANY BONU	S PROGRAMS17
ON CALL PROCED	OURES18
DRESS CODE & PF	ROFESSIONAL IMAGE19-22
	ONAL WORK ENVIRONMENT
0	Appearance
0	Work Areas

Table of Contents

COMMUNICATIO	NS23
OUTSIDE EMPLO	YMENT24
CONFLICTS OF EN	1PLOYMENT25
EMPLOYEE RELAT	TIONSHIPS26
POLICY AGAINST	SEXUAL & OTHER HARASSMENT27-29
LEAVES OF ABSEN	NCE30-44
o o o	Holidays Vacation Leave Sick Leave Family and Medical Leave (FMLA)
OTHER LE	Workers' Compensation Leave Bereavement Leave Birthday Military Leave Jury Duty Court Appearances Voting
SEPERATION OF E	At-Will Employment General Separation Procedures Resignation Retirement Elimination of Position Discharge
OTHER BENEFITS	OF EMPLOYMENT
EMPLOYEE REVIE	WS48
SAFETY POLICY S	TATEMENT49
PERSONAL POSSE	SSIONS50
o o o	Purpose of Policy Applicable Laws Prohibition Drug & Alcohol Testing TANCES REQUIRING TESTING
CIRCUIVIS o	Work-Related Injuries Damage to Property

Reasonable SuspicionRandom Testing

NOTIFICATION REGARDING TESTING

- SEARCHES
 - Company Property
 - o Employee's Person and Property
 - Search Results
 - o Notification of Drug Convictions
 - Alcohol and Drug Abuse Awareness Program
 - o Corrective Action
 - Confidentiality

MOTOR VEHICLE S	SAFETY56	5-57
VIOLENCE IN THE	WORKPLACE58	3-59
EMPLOYEE APART	TMENTS60)-62
0	FORMATION	-64
0	Mail Photocopies Computer Systems	.65
SELECTION OF VEI	NDORS	66
	Contracting with Relatives and Friends Monetary Payments and Gifts	
ATTENDANCE	67	'-68
•	Notification Inclement Weather Policy	
MISCELLANEOUS .		69
	Cellular Telephone and Wireless Communication Devices Smoking Guns and Other Dangerous Weapons	

The Company is committed to complying with all federal, state and local labor and employment laws. To the extent any provision of any law conflicts with this handbook, the requirements of that law will prevail. Review your state supplement, if any, for additional information.

Welcome to The Company!

Congratulations, you have chosen to join one of the elite apartment management companies in the multi-family housing Industry.

We set high standards for ourselves & our employees. However, we are willing to give the time, support and development to each individual to be the best that they can be. We feel it is very important that each employee believes and thrives in our company, knows what is expected of them, and is willing to go the extra mile to make The Company and themselves successful.

Our dynamic and experienced support team will assist you, or answer any questions you may have and welcome any comments or suggestions to help make our organization succeed.

We are pleased that you have joined The Company Team and wish you much success in your new position.

Sincerely,

This Handbook

This Handbook provides a general overview of the employment policies, practices and benefits of The Company. It is not intended to make rigid or burdensome rules. Rather, this Handbook provides guidelines for you to follow; guidelines designed to ensure the high level of work performance and quality service our clients and their residents have come to enjoy. These guidelines are also intended to provide you an enjoyable, rewarding and safe work environment. This Handbook is not intended to, and does not cover each and every situation that may arise. No employment Handbook can do that. Circumstances may arise which will require us to modify, revise, discontinue or add policies or practices. Changes may impact all employees, a group of employees or even a single employee. Changes may come at any time without prior notice at any time The Company believes it is in the best interests of The Company or our clients to do so. If the change in policy or practice applies to all employees, we will notify all employees of the change as soon as reasonably possible.

Please understand that this Handbook, as well as other statements of policy, is not an employment contract and you should not consider it as one. While we hope that you enjoy a long and rewarding career with The Company, this Handbook does not offer, promise or guarantee you any specific length or term of employment. Unless a contract is established in writing and executed by the President, each employee is and remains at all times an employee-at-will.

The Company makes a copy of this Handbook available for your review at the time you begin work. You will be required to sign an acknowledgment form indicating that you have read the Handbook and been given the opportunity to ask any questions which you may have. A copy of the Handbook will also be located in your Property Manager's office. You are welcome to review it upon advance request when your work schedule allows. If you have any questions don't hesitate to ask your Property Manager, or the Corporate Office for clarification.

Legal Matters

The Company Corporate Office will handle all legal matters involving the business of The Company.

NO EMPLOYEE HAS THE AUTHORITY TO ACCEPT SERVICE OF PROCESS OR OTHER LEGAL DOCUMENTS SERVED ON THE COMPANY, ONLY THE ASSIGNED REGISTERED AGENT CAN RECEIVE THESE DOCUMENTS.

NO EMPLOYEE OF THE COMPANY, INCLUDING THE PRESIDENT, HAS THE AUTHORITY TO ACCEPT, RECEIVE, OR SIGN FOR ANY DOCUMENT SENT BY A COURT, A LAW ENFORCEMENT OFFICER, A PROCESS SERVER OR A LAW OFFICE MAIL, WHETHER BY MAIL, CERTIFIED MAIL OR HAND DELIVERY, TO A CLIENT OF THE COMPANY, INCLUDING ANY PROPERTY MANAGED BY THE COMPANY.

IF YOU RECEIVE AN ENVELOPE INDICATING THAT IT IS SENT BY A COURT, LAW ENFORCEMENT DEPARTMENT, PROCESS SERVER OR LAW OFFICE YOU SHOULD IMMEDIATELY CONTACT THE CORPORATE OFFICE TO DETERMINE THE REGISTERED AGENT FOR YOUR PROPERTY.

Information regarding legal matters of The Company is strictly confidential and should not be discussed with anyone other than management employees in the Corporate Office. It is inadvisable to make statements or representations regarding what the law is regarding a particular situation or issue. You further are not authorized to make any offer or proposal regarding the resolution of a dispute with a co-worker, resident or third-party without express authorization from the President.

Welcome

We would like to welcome all new employees to a team committed to excellence. Your contribution to the Company can make the essential different necessary for success in our highly competitive industry.

Open Door Policy

From time to time, you may have suggestions, concerns, or complaints either about the operations of The Company in general, or about your own individual situation. The Company believes strongly that open discussion of suggestions and criticisms are the best way to improve our operations and to resolve disagreements early. We value your opinions and input and you should feel free at all times to speak with your supervisor, your Property Manager or the management at the Corporate Office.

Equal Employment Opportunity Policy

The Company is an equal opportunity employer. It is our policy and practice to provide employment opportunities to all employees without regard to race, color, religion, creed, sex, national or ethnic origin, age of disability to the extent provided by law. This policy applies to all aspects of the employment relationship, including application, hiring, terms, conditions and benefits of employment and separation from employment. The Company expects its employees to comply with all equal employment laws and regulations.

If you believe you have been discriminated against in violation of this policy, you should report your concerns to your supervisor. If you problem is not resolved to your satisfaction, or if you are not comfortable with your supervisor, you should report your concerns to Human Resources.

Americans with Disabilities Act (ADA)

The Company is committed to compliance with the Americans with Disabilities Act (ADA) and other applicable federal, state, and local laws designed to ensure equal employment opportunities to persons with disabilities. We will strive to make reasonable accommodation to the known physical or mental disabilities of otherwise qualified applicants or employees, unless to do so would cause an undue hardship. Please remember it is a team member's responsibility to seek an accommodation when needed, to cooperate with the Company in determining appropriate accommodations, to assist the Company in reviewing accommodation alternatives, and to provide medical clarification of the need for an accommodation.

Fair Housing

The Company also requires its employees to abide by all applicable fair housing laws and regulations. All residents and applicants for residency at any Property managed by The Company shall be provided with equal, non-preferential treatment and housing opportunities to the full extent provided by the Fair Housing Act and other applicable state or federal laws. All employees are required to adhere strictly to laws and regulations relating to Fair Housing and this policy in the performance of their duties.

Employment

Hiring

The Company seeks to hire and promote only employees with the ability, skill, and character needed to fulfill our responsibilities to our clients and their residents and prospective residents. If you know of a person who meets our requirements, encourage them to apply and bring their name to our attention.

All applicants for employment will be required to complete our application form, which requests information regarding an applicant's background, education, skills, and experience. Applicants must also consent to the performance of a background check and sign a consent form and release which contains an arbitration provision. Applicants may also be interviewed by supervisory and management personnel. An individual given a conditional offer of employment will be required to pass a controlled substance screen and execute an employment agreement and an arbitration agreement prior to beginning employment with The Company.

Employment of Relatives

The Company is committed to making employment decisions based upon merit and consistent with the best interests of The Company, our clients and the residents we serve. To advance these goals and to avoid the appearance of favoritism, it is our general policy not to hire relatives of current employees of The Company, whether at the Corporate Office, the same Property or a different Property. A relative is defined as a spouse or significant other, a parent, child, grandparent, parent-in-law, aunt, uncle, niece, or nephew. An exception to this policy may be made when the President determines that due to economic considerations, time constraints or if a family possesses needed skills it is necessary for us to offer a family member short terms of employment.

Promotion

The constant growth of The Company means the creation of new jobs. It also provides you the opportunity for promotion, greater responsibilities or higher compensation. The Company generally looks to current employees for such opportunities. However if a specialized skill, experience, talent or training is required, it may be necessary for us to look outside the organization to fill a position. Ability, attendance, attitude and interpersonal communication skills are some of the factors considered in a promotional situation.

You must be employed in your current position for at least six (6) months to be considered for a promotion or transfer to another property.

Employment

Corrective Action

Unfortunately, from time to time it is necessary for The Company to take corrective action, up to and including discharge. It is impossible for The Company to foresee or list every type of behavior or conduct that could lead to corrective action or discharge. However, you should be aware that a violation of any of the prohibitions discussed in this Handbook will result in corrective action. Other work issues, such as rude or abusive behavior toward residents or applicants, destruction of property, loss or inability to account for money, threats or acts of violence, dishonesty excessive absences, abuse of leaves or the inability or unwillingness to perform your job duties satisfactorily, could result in your discharge from employment.

This being said, The Company has and reserves the right to determine whether conduct is of such degree that counseling and opportunities to change behavior are not in The Company's or our clients' best interest and immediate discharge is warranted.

Employee Classifications

Work Status

Full-Time Regular

Full-time employees are those who are scheduled to work 30 or more hours per week on a regular basis without a pre-established date of termination of employment. Full-time regular employees are eligible for benefits.

Part-Time

An employee scheduled to work less than 30 hours per week is considered a part-time employee. Part-time regular employees are generally not eligible for benefits, with the exception of 401K, after six months of employment. They will be advised in writing on any exception.

Temporary

An employee hired on an occasional or as-needed basis (can work 1-40 hours). This employee is not eligible for benefits.

Ensuring Accurate Pay

It is our policy and practice to accurately compensate employees for all time worked and to do so in compliance with all local, state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must correctly record all work time and review your paychecks promptly to identify and report all errors.

We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we will promptly make any corrections necessary.

Review your Pay Stub. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred (including any improper deductions, underreported hours of work or other error) or if you have any questions, please use the reporting procedure outlined below.

Non-exempt Employees. If you are a non-exempt employee (which means that you are eligible for overtime pay), you are paid on an hourly basis. If at any time your time sheet is not accurate, notify your supervisor immediately. When you receive each paycheck, verify immediately that you were paid correctly for all regular and overtime hours worked each work week.

Exempt Employees. If you are an exempt, salaried employee, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full day absences for personal reasons.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for major safety violations or significant infractions of important written workplace conduct rules.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

In any work week in which you performed any work, you salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness, vacation or disability.
- Your absence because your employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

Please note: it is not an improper deduction to charge time missed from work against an employee's accrued vacation, sick or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

Ensuring Accurate Pay

To Report Concerns or Obtain More Information. If you believe you have been subject to any improper deductions or you pay does not accurately reflect your hours worked, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact Payroll.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including termination for any employee who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

Payroll Deductions

The Company follows federal, state and local laws regarding required and permissible payroll deductions. In general, we deduct for required federal, state and local taxes and court-ordered payments such as child support and wage garnishments. We also deduct for authorized benefit plan deductions, including 401(k) contributions, 401(k) loans, and medical/dental insurance premiums. We also may deduct for optional employee convenience programs, such as personal and family accident insurance, optional term life insurance and flexible spending accounts. We also may deduct for Company claims, such as pay adjustments, outstanding debts at termination, and other agreed-upon deductions, in accordance with the law.

Compensation

Pay Schedule

The Company's work week begins 12:01 a.m. Thursday and ends 12:00 midnight the following Wednesday. The Company pays all employees on a bi-weekly basis, so there are twenty-six (26) paydays each calendar year. Paychecks are distributed on Tuesdays.

Direct Deposit

Employees may elect to have their pay automatically deposited into their checking and/or savings account on a bi-weekly basis. Forms are available from Human Resources/Payroll.

Time Records & Hours of Work

The standard work week will be as determined by your supervisor and/or Property Manager.

All nonexempt employees are required to complete a **DAILY TIME SHEET**, which must indicate all hours worked. Your time sheet must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, meal breaks and any authorized unpaid breaks. Time records must also show hours paid such as vacation time, sick time or holidays. It is imperative that actual hours worked be recorded on the correct day, as well as actual hours worked in the pay period.

Lunch periods will be scheduled by your supervisor in such a manner that the efficient handling of work is accomplished. When a situation arises that requires more time than is allocated for your lunch period, you must obtain permission from your supervisor to exceed the time ordinarily allocated. Your supervisor may schedule employees for a particular time period for a lunch break. Circumstances may arise that require you to through the scheduled lunch break. If directed to by your supervisor you must perform any work requested and you will be allowed a lunch period at a later time as work requirements allow.

When the time sheet has been completed, the employee and his/her manager must sign it. Do not sign your time record unless it is accurate. If you time record is not accurate, notify your supervisor immediately. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week.

Exempt employees must report days worked, as well as absences due to illness, vacation or for any other reason each pay period. Recording of actual hours worked is not required.

It is a serious violation of Company policy for any employee to falsify a time card or to alter another employee's time card. It is also a serious violation to Company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time card to under-or-over report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under-or-over report your hours worked. (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, (3) conceal any falsification of time-records, or (4) violate this policy, you should report it immediately using the reporting procedure.

Falsification of time records will result in immediate dismissal.

Compensation

Overtime

It is Company policy that overtime hours are to be worked on an emergency and critical service basis only. Because of the nature of our business, work should be staggered to provide full service seven (7) days a week, rather than requiring overtime. Nonexempt employees will be expected to complete work of a routine nature within a forty-hour work week. Supervisors are expected to organize and structure time accordingly.

All overtime work must be scheduled and approved in advance by your manager. This applies to work before regular starting time, after closing hours, or on weekends. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you perform that is not reported on your timesheet. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination.

At their manager's discretion, an employee may be given time off from work to avoid having the employee work over 40 hours in a work week. For example, if an employee has worked 35 hours through Thursday, the manager may instruct the employee to stop work after five (5) hours on Friday and not work at all the remainder of the work week.

SUN	MON	TUES	WED	THUR	FRI	SAT
JULY				30 Scheduled and works 8 Hours	Scheduled and works 8 Hours	Not Scheduled but works 4 Hours
3 Not Scheduled	4 Scheduled and works 8 Hours	5 Scheduled and works 8 Hours	6 Scheduled to work 8 Hours but sent home after 4 hours of work	7	8	9

Had the employee worked all 8 hours as scheduled on Wednesday, 6th, he or she would have been entitled to overtime for 4 hours. However, as the Manager instructed the employee to cease work after 4 hours on the 6th, the employee did not actually work more than 40 hours in the work week.

The law requires that overtime be paid only for time worked in excess of 40 hours in a work week. Holiday, sick and vacation time are <u>not</u> considered hours worked for purposes of overtime calculations. Employees are expected to be available for overtime as required.

Compensation

Example. Ken is a nonexempt employee and he works the following hours during a holiday work week:

SUN	MON	TUES	WED	THUR	FRI	SAT
JULY				30 Works 8 Hours	1 Works 8 Hours	Works 2 Hours
3 Works 2 Hours	4 Holiday Works 3 Hours	5 Works 9 Hours	6 Works 8 Hours	7	8	9

- Regular Hours (paid at regular hourly pay rate) 40
- Holiday Hours (paid at regular hourly pay rate) 8
- Overtime (time and a half) 0 (zero) (only 40 hours were actually worked)
- Total Hours paid in this work week 48, paid at the regular hourly rate.

This example may not be valid in all states. If your state has different overtime requirements, they will be set forth in your state law supplement.

Company Bonus Programs

The Company has several bonus programs applicable to employees. Employees are eligible to receive these bonuses will be provided with the guidelines applicable to their particular bonus program. Questions regarding Company bonus programs should be directed to your Supervisor or Human Resources.

Employee Referral Bonus Program

If you refer a candidate who is hired for a full-time position with the Company, you will be entitled to a \$200 bonus (subject to withholding of taxes and 401(k) deductions). Below are the guidelines for The Company's employee referral bonus program:

- To be eligible, the referred employee must complete 90 days of employment with The Company and the referring employee must be an active employee at the time the new employee completes 90 days of employment,
- The Employee Referral Bonus Form must be filled out and submitted to the Regional Manager after the 90 days of employment has been completed.

Managers in the chain of approval or review are not eligible for the bonus for referral hired in their own organization. The referred employee cannot be a current or former employee of the Company or any affiliate.

Commissions

Property employees may be eligible for leasing and renewal commissions where permitted by law.

On Call Procedures

The Company has a strong commitment to ensuring our residents receive excellent customer service. When a resident has an emergency after normal working hours, we expect our employees to respond to that situation immediately, at least within the hour.

For safety and liability reasons, employees that are on call must refrain from consuming alcoholic beverages.

All employees who have to perform emergency work duties while on-call should record the travel time to and from the property as time worked. This time should be documented on the On-Call Log.

When scheduled to work on the weekend for duties such as opening the pool, picking up trash, and running the trash compactor, time begins once you get to the property. These scheduled and worked hours on the weekend are considered normal work hours and do not qualify for on call procedures.

Mileage to and from the property for employees working on-call is not a reimbursable expense.

Dress Code & Professional Image

You reflect an image to prospective and current residents in your overall appearance, manners, terminology, tone of voice, speech, body language, clothing, product knowledge and overall interest in helping people. A professional realizes that sales are made and residents retained because they are sold on the people behind the product.

- Make-up—less is best! Daytime make-up should be simple and basic. Save the wild colors for other occasions.
- **Well-manicured fingernails and toenails** —do not use loud, flashy, offensive-colored nail polish. Polish, if used, should not be chipped. Short or medium-length nails are the best with absolutely no excessive length nails.
- Hair—a good current professional style is a must. If your hair is highlighted or colored, please keep the color with a business image in mind. Hair should be clean and neat. Service employees' hair should not exceed collar length during work hours. For safety reasons, ponytails must be placed under an approved uniform hat. Facial hair must be neat and trimmed.
- **Clothing**—clothing should be maintained by keeping buttons sewn on, washed or dry cleaned and pressed before wearing. Proper undergarments should be worn.
- **Breath**—correct any breath odor caused by coffee drinking or cigarettes. Keep a breath freshener handy.
- **Smoking**—never smoke or use tobacco products in front of residents or prospective residents. (Remember: Smoking in the office and in the view of residents and prospective residents is strictly prohibited).
- **Gum Chewing**—gum chewing can be offensive to a prospective resident both in person and over the telephone. It can also annoy other people in the office. Avoid chewing gum in the office.
- Body Piercing—other than ears is not to be visible during work hours.
- Excessive and distracting tattoos—are not to be visible during working hours. Excessive and distracting tattoos shall be determined by the Regional Manager.
- **Posture**—sit and stand straight, be alert! Remember that your body language, facial expression and tone of voice tell people more than the spoken word.

Professional attire must be worn daily unless seasonal or promotional apparel has been approved by the Regional Manager which may include canvas shoes, polo shirts, etc...

Remember that you never get a second chance to make a good first impression. People see you before they hear you. Make your first impression count!

Dress Code & Professional Image

Dressing for Success Guidelines for Women:

- Select from suits, dresses and/or coordinated skirt, slacks, and blouse ensembles.
- Hose are encouraged when dresses or skirts are worn. (Hose with runners, patterns or decorations are unacceptable.)
- Hard-soled, dress shoes are generally required. Open-toed shoes and dress sandals are appropriate in warm months. Canvas shoes, ankle-wrap or "flip flop" shoes are not appropriate.
- Make-up should be appropriately applied for daywear.
- Hair should be styled and clean.
- Accessories should be selected to coordinate with your professional dress. Fashion jewelry must be in keeping with any specific dress code requirements.

The following items are generally considered unprofessional:

- Short skirts (defined as more than 3" above the knee)
- Tight, knit or casual slacks
- Low-cut tops or blouses exposing the midriff
- Any tight-fitting ensemble
- Sundresses and/or any low-cut or low-back styled dresses
- Bluejeans, denim skirts or dresses. (Blue, cotton chambray fabric is acceptable).
- See-through fabrics
- Western wear including belt buckles and western boots
- Professional attire that is not neat and clean
- Distracting jewerly or clothing
- No visible undergarments

Dressing for Success Guidelines for Men:

- Collared dress shirts and slacks. Note: ties are not required.
- A belt should be worn with slacks along with appropriate shoes and socks.
- Hard-soled, dress shoes are generally required. Casual shoes or western boots are not appropriate.
- Western belt buckles or personalized western belts are NOT considered appropriate professional dress accessories.
- Hair should be styled and clean
- Shirts and pants need to be clean and pressed

Dressing for Success Guidelines for Maintenance & Housekeeping Staff:

It is company policy that all service personnel wear:

Designated company uniforms.

Uniforms are purchased or rented by the Property Manager.

Name/Picture I.D. Badge.

All I.D. badges must reflect the property name, employee name, picture and position.

Dress Code & Professional Image

Shoes Tennis shoes, athletic shoes or rubber sole flats are acceptable. Shoelaces must be white, black or tan only. All shoes must be brown, black, white or navy. Sandals are not acceptable. Steel-toed shoes are recommended. Both hard and soft sides are acceptable.

Hairstyles Must be clean and well groomed. Hair should not exceed collar length during working hours. For safety reasons, ponytail must be placed under an approved uniform hat. Facial hair must be neat and trimmed.

Accessories Belts, if worn with the uniform, should be black or brown with a conservative buckle.

> Hoop earrings are not permitted for maintenance staff for safety reasons.

> If hats are worn, they should identify the property. Hats given to staff members by vendors or suppliers that advertise a particular product or company may not be worn. Hats must be worn with the bill facing the front.

> Uniforms should be fresh and clean each day, pressed and in good repair with no missing buttons or fallen hems. Uniform shirts should be properly buttoned and tucked in for a professional image.

> Photo ID badges are required during work hours and when on-call for after hours service requests. The photos are to be updated. All ID badges must reflect the property name, employee name, & position.

Office Appearance

The office should be neat, clean and ready for business at all hours during the day. Refer to the Office Checklist for Daily Activities for more detailed information.

Cleaning Procedures

Office personnel are responsible for cleaning the office. Daily duties to be performed **prior to business hours** are:

Desks

- Property files and records should never be left in view of prospects or residents.
- Desks should be free of clutter. <u>Limit personal items.</u>
- Unnecessary pens, paper, forms, etc., should be placed in drawers.

Smoking

- No smoking is allowed in the leasing and management office, maintenance shop, common amenity areas or vacant apartments.
- No smoking is allowed in models, make-ready apartments or occupied apartments.
- Employees may smoke only in a designated area on the grounds.

Atmosphere

- Soothing, background music should be used to make the office area more comfortable.
- Country western, pop or trendy music is not permitted.
- Volume should be low so verbal communication is not difficult.
- Your supervisor should be consulted if there is a question as to the appropriateness of a particular radio station.
- Office should smell fresh and clean. Do not burn candles. Keep spray air freshener in your desk and use when necessary.
- Musical electronic devices and games detract from a professional image. No musical devices such as small radios, iPods, MG3 Players or hand-held electronic games may be used while working or in view of residents. This prohibition applies even if a headset or headphones are being used.

Mail or Deliveries

- A secure, preferably locked area should be designated for resident's mail or other deliveries.
- Do not pile boxes or envelopes on the front desk or office floor.
- Maintenance deliveries should be delivered directly to the maintenance shop or storage room. The delivery should be checked against the order before it is accepted.

Kitchen

- Keep clean at all times.
- Sink should always be empty of dirty dishes.

Lunches/Snacks

- Employees should not eat at their desk.
- If no place is available for lunches or snacks, the back area of the office is acceptable.
- NEVER EAT AT THE FRONT DESK.

Communications

Telephone Usage

Because the Company handles a substantial amount of its business over the telephone, it is imperative that every caller is treated with courtesy and respect. As a representative of the Company and its services, your telephone conduct will determine the caller's perception of the Company. Please be courteous at all times.

For property employees, the phone is the lifeline of our business. Using wireless Bluetooth devices while walking the properties is discouraged

Telephone coverage must be provided within every department and property on a continuing basis. Calls may be forwarded to other phones in the area or assigned to a pick-up group to permit them to be answered if employees are away from their work areas.

Personal phone calls (land-line or cellular phones) and text messaging are strongly discouraged during working hours and should only be done during breaks or lunches. If personal phone calls or text messages cause a distraction for the employee, co-workers, customers, or vendors, or cause poor performance or low productivity corrective action may occur, including but not limited to termination.

From time to time, telephone calls may be monitored or recorded for business purposes, which include but may not be limited to, improving customer service.

Employee use of cameras in the workplace, including camera phones, is prohibited without specific supervisor authorization. This is in order to preserve employee and resident privacy, and protect trade secrets and other business information.

Communications over wireless devices typically are not secure and transmissions may be picked up by third-parties, unintentionally or intentionally. You should make every effort to avoid discussing confidential business information over wireless devices unless you are using a secure server.

Also, studies show that the use of wireless communication device while driving is the primary cause of motor vehicle accidents in the United States. This is true of hand-held and hands-free devices, even those with voice recognition. You are expected to refrain from using communication devices while driving. If you receive a communication while driving or need to make a telephone call or send a communication, please exit the roadway, park your vehicle and then make whatever communications are necessary, keeping in mind the security issues discussed above.

Outside Employment

The Company does not prohibit you from engaging in outside employment or work provided that your activities and conduct away from the job does not compete or conflict with or compromise the interests and standards of The Company, our clients, the residents of the communities we manage or adversely affect your job performance and ability to fulfill all job responsibilities. However, you are prohibited from performing any services normally performed by The Company personnel or contractors for clients or residents of a Property on nonworking time, using without prior permission, any tools, parts or equipment owned or leased by The Company or our clients, and using any confidential trade information or techniques of The Company. You also are prohibited from soliciting or conducting any outside business during scheduled working hours or while on leave of absence.

If you wish to engage in outside employment or work, you must obtain prior approval from the President before undertaking any outside employment or other work activity. Requests for permission to accept or engage in outside employment, including self-employment, should be submitted in writing. The request should include any pertinent information about the outside employer, the nature of the job, the hours of employment, and any potential conflicts with your work for The Company. Reasons for denying requests may include but are not limited to:

- The outside work activity may reduce your work efficiency;
- You would be working for a person or business entity that is a competitor of The Company or that does a significant amount of business with The Company, such as major contractors, suppliers, and customers; or
- The outside work activity may adversely affect The Company's image or the image of a client.

You are cautioned to consider carefully the demands that additional work activity will create before requesting permission to seek or accept outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued and, if considered appropriate, will subject you to corrective action, up to and including discharge. If you have obtained approval for and accepted outside employment you may not use leave or personal absence time to work on the outside job. Fraudulent use of leave time will result in corrective action, up to and including discharge.

Conflicts of Interest

You are prohibited from engaging in any activity, practice, or conduct which conflicts with, or appears to conflict with, the interests of The Company or its clients. Since it is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest, the prohibitions included in this policy are not intended to be exhaustive and include only some of the more clear-cut examples.

- You are expected to represent The Company and its clients in a positive and ethical manner. Thus, you have an obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to the President.
- You may not engage in, directly or indirectly either on or off the job, any conduct that is disloyal, disruptive, competitive, or damaging to The Company or its clients.
- You may not accept any employment relationship with any organization that does business with, or competes with The Company or its clients. This prohibition on employment includes serving as an advisor or consultant to any organization engaged in property management.
- You must disclose any financial interest you have or your immediate family has in any company that does business with or competes with The Company or a Property managed by The Company.
- You may learn information about The Company or one of its clients that, if known to the public, might affect the decision of an individual or business to contract with The Company or to purchase or sell a Property managed by The Company. You are prohibited from misusing inside information, prior to public disclosure for your own benefit or for the benefit of members of your immediate family. In addition, you may not disclose inside information to anyone, either inside or outside the organization, who does not have a legitimate business need to know it.

Employee Relationships

The Company does not wish to become involved in its employees' personal relationships. However, relationships between The Company employees can sometimes cause disruption, allegations of favoritism, and other harm to morale in the workplace. Due to issues that could arise from employee relationships, The Company has established the following requirements and guidelines:

Requirements

Anyone in a supervisory role is prohibited from entering into a personal relationship with a subordinate, anyone within their supervisory chain, or members of management. Employees may not supervise their spouses or family members directly or indirectly. If you find yourself in one of these situations, talk to your immediate supervisor or Human Resources immediately.

Each applicant for employment is required to disclose if he/she is a family member or has a personal relationship with a current employee. No employee with the authority to participate in a hiring decision may be involved in the decision when the applicant is his or her family member or someone with whom the employee has a personal relationship.

Guidelines

Employees in Regional offices should not form a personal relationship with another The Company employee in the same office, be married to another employee in the same office, or be a family member of another employee in the same office. Employees in a Regional office should also not enter into a personal relationship with anyone at the property level, or be married to or have a family member at the property level.

Property employees should not form a personal relationship with or be married to another The Company employee, or have a family member employed at the same property. In addition, property employees are to avoid personal relationships with residents at your property.

If you find yourself in one of these situations, you must inform your immediate supervisor or Human Resources immediately. Each situation will be dealt with on a case-by-case basis. One of the employees involved may be required to transfer to another property, location or department.

Family members are defined as: spouse, mother, father, brother, sister, child, grandfather, grandmother or in-laws.

A personal relationship means a romantic, sexual or dating relationship.

Policy Against Sexual & Other Harassment

The Company wishes to promote a pleasant and productive work environment. We expect and require employees to be courteous and considerate of one another. If problems arise between you and another employee, you should first attempt to work it out between yourselves – in private – not in front of other employees or residents. If differences persist, you should take the issue to your supervisor or Property Manager. If the issue involves a Property Manager, you should advise the Corporate Office.

A courteous and considerate work environment includes one that is free of intimidating or offensive behavior. The Company will not condone conduct by anyone, co-employees, residents or vendors included, that unreasonably invades the privacy rights of an employee, offends ordinary sensibilities, disrupts or interferes with work performance, or creates an intimidating and offensive work environment. The Company has **zero tolerance** for any inappropriate conduct based on the race, color, religion, gender, national origin, age, disability or military status of an individual.

The Company is particularly concerned about conduct that could rise to the level of harassment prohibited by law. Inappropriate conduct which can arise to the level of unlawful harassment is difficult to define. It does not include infrequent, isolated occasions of compliments, teasing or joking that does include offensive stereotypes, words or phrases. Rather, unlawful harassment encompasses repeated, offensive conduct that is unwelcome, is personally offensive or that fails to respect the privacy rights of others.

Sexual harassment is defined by federal regulations as:

- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature constitute sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; and
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature constitute sexual harassment when:
 - Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
 - Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

You should have no doubt whatsoever that any suggestion by a supervisor or managerial employee of The Company that you, or any other employee, will receive favorable job treatment or advancement in exchange for a sexual relationship or activity, OR that you or any other employee will be subject to an adverse action related to your employment if a request for a sexual relationship or activity is rejected, is absolutely untrue and any supervisory or managerial employee shown to have made such a suggestion or threat will be discharged immediately.

Policy Against Sexual & Other Harassment

Other inappropriate conduct prohibited by this policy, whether committed by a managerial or non-managerial employee, or representative of a client, vendor, contractor, resident or visitor to the community, includes:

- Unwanted physical contact of a sexual nature;
- References, comments or inquiries into an employee's sexual activities in a personal relationship;
- Sexual advances or propositions;
- Lewd, obscene or offensive gestures, comments and sounds;
- Inquiries regarding a co-worker's personal sex life, including activities, practices, preferences, frequency, etc.;
- Sharing or discussing personal or a co-worker's sexual activities, practices, preferences, exploits;
- Unwanted physical contact or conduct that is threatening;
- Implied negative or derogatory references to race, gender, religion, age or disability;
 - Insulting comments or depictions of anatomical or physical characteristics, communication skills, attire, etc.
 - Insult, demeaning jokes, nicknames or references based on gender, race, religion, etc.
 - Hate symbols or slogans, indication of membership in hate groups, etc.
 - Disparagement of memberships in organizations or associations.
- The display in the workplace of offensive, insulting, intimidating or suggestive objects, pictures, photographs or images;
- Offensive, demeaning, insulting or intimidating written, recorded, or electronically transmitted messages.

Reporting. You are a key to the success of our program. We strongly encourage anyone who believes that they are a victim of harassment to report it. In addition, we strongly encourage any employee who is a witness to or aware of harassment to report it. You may not be the only one experiencing or witnessing the unwanted conduct. Any employee identified as a witness is to cooperate in the investigation. If another employee wishes to confide in you that inappropriate conduct is occurring, encourage them to report it. If it has been disclosed to you, we ask that you report it so that a prompt, thorough and effective investigation can occur.

Prompt Reporting Procedure. We strongly encourage employees to report all incidents of harassment immediately so that not only will the employee receive affirmative assistance in having the offensive behavior cease, but also so the Company may take action required to prevent similar conduct with respect to others. Anyone who believes to have witnessed or believes they are a victim of harassment is encouraged to report such conduct immediately to your supervisor, Regional Manager or to Human Resources.

Policy Against Sexual & Other Harassment

The Company prohibits any form of retaliation against you or any other employee for reporting what you reasonably believe to be a violation of this policy or providing information about conduct believed to be in violation of this policy. If you believe you have been subjected to retaliation because of a report of inappropriate conduct or participation in an investigation, you should immediately notify the Director of Human Resources or the President. Corrective action will be taken against any employee shown to have engaged in retaliatory conduct, up to and including discharge.

Supervisors are required to immediately report all incidents of harassment that they experience, observe or become aware of. To the extent permitted by law, failure to do so will subject supervisors to disciplinary action, up to and including termination of employment.

What You Can Expect – Initial Reporting. You will be asked to specify the nature of the offensive behavior including when and where it occurred as well as the names of any witnesses that observed the conduct and any documents related to the conduct. This is to be sure that there is no misunderstanding of the nature of the offensive conduct you wish to be stopped. Human Resources will discuss this with you to be sure of the interpretation and that the proper next step is taken. If you told the offending individual to cease such conduct, which is encouraged but not required, please report that information. After discussing your concerns with you, Human Resources will conduct a prompt and impartial investigation.

What You Can Expect – Investigation. The investigation will begin as promptly as possible and will be conducted in such a way as to maintain the confidentiality of the employee and witnesses to the extent practicable. The investigation generally will be conducted by a representative from Human Resources, and may include a designated manager over the alleged harasser. Such an investigation may be in person or by telephone or a combination of both methods. The alleged harasser and other witnesses generally will be interviewed. In order to provide the accused employee and witnesses sufficient information on the allegation, disclosure of the facts as stated by the complaining party. We are sensitive to the problem created by naming an alleged victim and/or complaining party. However, this may be necessary in order to direct the accused employee's attention to the problem, to obtain adequate information witnesses and to thoroughly investigate the complaint. In any event, the accused and all witnesses will be advised on the Company policy against retaliation

Additional Prohibition-Company Equipment. The use of Company-owned equipment (including computers) to communicate prohibited material to other individuals is prohibited. This includes the communication of sexual, harassing or other offensive jokes to or from consenting individuals outside of the Company.

Holidays

All regular, full-time Property Employees will receive pay for the following holidays:

New Years Eve	Corporate Office Closed
	Leasing Office Open 9:00am - 2:00pm
New Years Day	All Offices Closed
Easter Sunday	All Offices Closed (not a paid holiday)
Memorial Day	All Offices Closed
Independence Day	All Offices Closed
Labor Day	All Offices Closed
Thanksgiving Day	All Offices Closed
Day after Thanksgiving	Corporate Office Closed
	Leasing Office Open 9:00am - 2:00pm
Christmas Eve	Corporate Office Closed
	Leasing Office Open 9:00am - 2:00pm
Christmas Day	All Offices Closed

In addition you may select two floating holidays. You may use your floating holidays as you see fit, with your supervisor's approval. Approval will be subject to staffing needs of the business. Floating holidays must be taken within the calendar year they are received. There is no carryover into the next calendar year or pay in lieu of use. If you are hired after June 30th you will only receive one (1) floating holiday for that year.

In order to qualify for holiday pay, a nonexempt employee must work their scheduled day before and their scheduled day after, unless their absence is due to a scheduled vacation, scheduled medical/sick time, or a verifiable personal illness. If a day of vacation falls on a holiday, you will be entitled to a compensating day off which will be added to your accrued vacation time.

Our offices, on occasion, may remain open on holidays. Full-time regular employees who work on a holiday, will be given another day off in the same work week, at the manager's discretion.

Holiday pay is NOT considered hours worked for purposes of calculating overtime.

<u>Part-time employees do not receive holiday pay unless there is a prior written agreement established with the work schedule.</u>

Vacation Leave

Eligibility

All full-time employees of The Company assigned to work at communities managed by The Company are eligible for annual Vacation leave with pay in accordance with the guidelines established below.

Full-time employees, regularly scheduled to work 40 or more hours in a week, will accrue vacation leave on a monthly basis. No vacation accrues during an employee's first six (6) months of employment. Upon completion of six months of service, employees will receive retroactive credit equivalent to six months of vacation accrual, unless prohibited by law. After six months of service, employees will start to accrue vacation leave according to the table below. Vacation leave can be used as soon as it is earned. You may, with written approval of your supervisor, take up to half of your annual vacation accrual in advance, as paid time off.

If you are hired on or before the 15th day of the month you will be eligible to accrue Vacation for that month. If you are hired on or after the 16th of the month you will not be eligible to accrue Vacation for that month, but will be eligible to accrue Vacation the following month.

You must actually work at least eighty percent (80%) of your scheduled work time each month in order to accrue Vacation for that month. For purposes of Vacation accrual, paid time off will not be counted as time actually worked for Vacation accrual purposes.

For eligible employees, the established vacation leave accrual year is based on calendar year, January 1st – December 31st, not anniversary date of employment. Earned vacation leave will be credited to your vacation leave bank at the beginning of the month in which it is earned.

Accrual Rates

Hourly Personnel accrue vacation time as follows:

Years of Employment	Hours Earned Per Month	Total Earned Per Year
Years 0 through 1	3.34 hours	40 hours (5 days)
Years 2 through 5	6.67 hours	80 hours (10 days)
Years 6+	10 hours	120 hours (15 days)

Salaried Personnel accrue vacation time as follows:

Years of Employment	Hours Earned Per Month	Total Earned Per Year
Years 0 through 4	6.67 hours	80 hours (10 days)
Years 5 through 9	10 hours	120 hours (15 days)
Years 10+	13.34 hours	160 hours (20 days)

New vacation accrual rates will begin on January 1st of the year in which an employee's 5th, 6th or 10th anniversary falls.

Maximum Accrual/Carry-Over. At the end of each calendar year, employees may carry-over up to five (5) days of accrued, unused vacation time. Pay in lieu of vacation is not permitted. Vacation does not accrue if you are on an unpaid leave of absence.

Leaves of Absence. Employees on certain approved leaves of absence may be required to take the first portion of such leaves as vacation. The Leave Administrator will advise you.

Termination of Employment. Employees who have been employed for one (1) year and who have given proper notice of termination will be paid for the current balance of accrued but unused vacation leave with their final paycheck. If you have been advanced vacation before it has been accrued and you leave the Company, the excess vacation time will be deducted from your final paycheck as permitted by law. Failure to give or work proper notice will cause you to forfeit accrued Vacation Leave (unless The Company excuses you from working during the notice period). Vacation time cannot be substituted in lieu of notice, nor can vacation time be taken after notice is given. If you are <u>involuntarily</u> separated from employment, you will <u>not</u> be reimbursed for accrued but unused Vacation Leave.

Procedure. In order to facilitate the scheduling of your vacation, we ask that you submit your request for vacation time to your supervisor at least three weeks in advance of your vacation. The Time-Off Request Form must be filled out and signed by you and your supervisor before vacation time is taken. Vacation time requested will normally be honored, subject to the needs of the Company and your professional commitments. The Company reserves the right to deny vacation requests based upon business needs.

If an employee's vacation time balance should go into a negative amount, the negative balance will be taken from their sick time, if available. An employee carrying a negative balance in vacation time or sick time will not be able to take vacation or sick time until the negative balance is made whole again.

Usage

You may begin utilizing accrued Vacation Leave upon completion of 6 months (180 full days) of service. Use of Vacation Leave must be approved by your Supervisor. Verification of the need for and proper use of Vacation Leave may be required by the President.

Except in unusual circumstances, you may not take two weeks of Vacation at one time. Requests for exceptions to this policy must be made in writing and submitted to your manager. The decision whether to honor a request for an exception will be made by the management of The Company.

Although employees are eligible to utilize vacation time as of January 1 of each year (after 6 months of employment), the total allotment of time will not have been earned until the end of each year.

If a paid holiday falls within your Vacation period, the holiday does not count as a Vacation day. No allowance will be made for sickness or any other type of paid absence occurring during a scheduled Vacation.

Sick Leave

The Company grants full-time employees Sick Leave to provide income protection when an employee is unable to work due to the employee's own short-term medical conditions or the short-term medical condition of a dependent, or if the employee must attend to personal business. A dependent is any spouse, offspring or parent for whom the employee is the primary care-giver.

Eligibility

All full-time employees are eligible for Sick Leave with pay in accordance with the guidelines established below.

Accrual

The established Sick Leave accrual year is based on calendar year, January 1 through December 31, not anniversary date of employment. Earned Sick Leave will be credited to your leave bank at the beginning of the month in which it is earned. Sick Leave is accrued at 4 hours per month, totaling 48 hours per year.

If you are a new employee hired on or before the 15th day of the month you will be eligible to accrue Sick Leave for that month. If you are a new employee starting on or after the 16th of the month you will not be eligible to accrue Sick Leave for that month, but will begin accruing Sick Leave the following month.

You must actually work at least eighty percent (80%) of your scheduled work time each month in order to accrue Sick Leave for that month. For purposes of Sick Leave accrual, paid time off will count as time worked. Unpaid time off will not be counted as time actually worked for Sick Leave accrual purposes. Sick Leave charges against your accrued leave bank will be in increments of thirty (30) minutes.

Usage

You may begin utilizing accrued Sick Leave upon completion of 6 months (180 full days) of service. Use of Sick Leave time must be approved by your Property Manager. Sick Leave time available will be verified with the Director of Human Resources.

Sick Leave is not intended and shall not be used as a means for an employee to take additional Vacation time. Fraudulent requests or use of Sick Leave will result in corrective action, up to and including discharge from employment.

Employees may carry over any unused, accrued sick time, up to a maximum of 480 hours (12 weeks) for use as paid Disability Leave (see below). Carried over Sick Leave may not be used for any purposes other than an approved Disability Leave.

If an employee's sick time balance goes into a negative amount, the negative balance will be taken from their vacation time, if available. An employee carrying a negative balance in vacation time or sick time will not be able to take vacation or sick time until the negative balance is made whole again.

The Company does not "cash out" accrued but unused Sick Leave for employees, either during employment or at the separation from employment. Therefore, if you have to miss work due to a non-work-related injury or illness for an extended period of time, you will have accumulated sick days to cover this unexpected extended absence from work and will be paid.

Family and Medical Leave

The Company has adopted this policy to implement the terms of the Family and Medical Leave Act of 1993 ("FMLA"). Eligible employees are entitled to family and medical leave on the terms and conditions stated in this policy, the regulations issued by the Department of Labor under the FMLA and in The Company's other applicable leave policies.

A. **DEFINITIONS**:

For purposes of this policy, the following definitions apply:

- 1. "Eligible Employee" means an individual who has been employed by The Company for at least 12 months, has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave, and is employed at a worksite with at least 50 employees within 75 miles of that worksite.
- 2. "FMLA Leave" means leave that qualifies under the Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Act of 2008, Pub. L. 110-181, and the Department of Labor's regulations and is designated by The Company as so qualifying.
- 3. "Leave Year" means the 12-month period measured backward from the date each employee's leave commenced.
- 4. "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.
- 5. "Inpatient Care" means an overnight stay in a hospital, hospice or residential medical care facility, including a period of incapacity or any subsequent treatment in connection with the inpatient care.
 - 6. "Continuing Treatment" includes any one or more of the following:
 - a. A period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. Treatment by a health care provider two (2) or more times within 30 days of the first day of incapacity; or
 - Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of a health care provider;

- b. A period of incapacity due to pregnancy or prenatal care;
- c. A period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- d. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
- e. Any period of absence to receive multiple treatments by a health care provider.
- 7. "Covered Service Member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- 8. "Covered Military Member" means the employee's spouse, son, daughter or parent on active duty or call to active duty status.
- 9. "Active duty or call to active duty" means duty under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as either a member of the reserve components, or a retired member of the Armed Forces or Reserve.
- 10. "Serious Injury or Illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
 - 11. "Qualifying Exigency" means one or more of the following circumstances:
 - a. Short-notice deployment to address any issues that may arise due to the fact that Covered Military Member received notice of the deployment seven (7) or less calendar days prior to the date of deployment;
 - b. Military events and related activities to attend any official ceremony, program, or event sponsored by the military that is related to the Covered Military Member's active duty; or to attend family support or assistance programs and informational briefings sponsored by the military;
 - c. Child care and school activities to arrange for alternative childcare; to provide childcare on an urgent or immediate basis; to enroll or transfer a child to a new school; and to attend meetings with school staff that are made necessary by the Covered Military Member's active duty or call to active duty;

- d. Financial and legal arrangements to make or update financial or legal arrangements related the Covered Military Member's absence while on active duty; and to act as the Covered Military Member's representative with regard to obtaining, arranging or appealing military benefits;
- e. Counseling to attend counseling sessions related to the Covered Military Member's deployment or active duty status;
- f. Rest and recuperation to spend up to five (5) days with a Covered Military Member who is on short-term, temporary rest and recuperation leave;
- g. Post-deployment activities to attend ceremonies and reintegration briefings for a period of 90 days following the termination of the Covered Military Member's active duty status; and to address issues arising from the death of a Covered Military Member; and/or
- h. Other activities that The Company and employee agree qualify as an exigency.

B. REASONS FOR FMLA LEAVE:

An Eligible Employee is entitled to a total of 12-weeks of unpaid leave during each Leave Year in the event of one or more of the following:

- 1. The birth, adoption or placement for foster care of a son or daughter of the employee and to care for such child. (Leave must be taken during the 12-month period following the birth or placement, and must be taken in a single consecutive period and may not be taken intermittently or on a reduced schedule.)
- 2. A serious health condition of a qualifying family member, *i.e.* spouse, son, daughter or parent of the employee, if the employee is needed to care for such family member.
- 3. A serious health condition of the employee that makes the employee unable to perform any one or more of the functions of his or her job.
- 4. Any "qualifying exigency" arising out of the fact that an employee's spouse, parent, son or daughter is on active duty or has been called to active duty in the Armed Forces in support of a contingency operation.

An Eligible Employee is entitled to a total of 26-weeks of unpaid leave during a single 12-month period to care for a parent, son, daughter, spouse or next of kin who is a Covered Service Member, regardless of whether the employee has taken leave for another FMLA qualifying reason in the past 12-months.

Any leave taken under one or more of these circumstances will be counted against the employee's total entitlement to FMLA leave for that Leave Year.

C. PAID LEAVE BENEFIT COORDINATION WITH FMLA LEAVE:

FMLA leave under this policy is generally unpaid leave. If, however, the employee is eligible for any paid leave under any other benefit programs such as accrued vacation, unused sick or personal days, the employee generally will be required to exhaust the paid leave upon the commencement of, and concurrently with, FMLA leave. Paid leave will run concurrently with and be counted toward the employee's total 12-week (or 26-week period in the case of the military duty provisions) of FMLA leave.

Absences caused by an employee's own serious health condition during which an employee is receiving workers' compensation benefits shall be considered as a FMLA leave but an employee will not be required to exhaust accrued vacation, unused sick or personal days concurrently with such leave.

D. INTERMITTENT OR REDUCED SCHEDULED LEAVE:

If the FMLA leave is taken for a serious health condition of the employee or a qualifying family member, the leave may be taken intermittently or on a reduced work schedule basis. If FMLA leave is taken intermittently or on a reduced schedule basis, then The Company may require the employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave due to foreseeable medical treatment. Every employee taking intermittent or reduced schedule FMLA leave is obligated to make a reasonable effort to schedule medical treatment so as not to unduly interrupt The Company operations.

E. EMPLOYEE NOTICE REQUIREMENT:

When an employee seeks leave due to a FMLA-qualifying reason for which The Company has previously provided FMLA-protected leave, the employee must specifically reference the qualifying reason for the leave and the need for "FMLA" leave. If the need for leave is foreseeable, the employee is required to provide such notice to the Director of Human Resources at least 30 days before the commencement of the leave, unless impracticable to do so under the circumstances, in which case notice must be given as soon as possible, generally the same or the next business day. The employee also must follow any Company policy requiring advance notice, reasons for leave and anticipated start and duration of the leave. Failure to provide advance notice or follow The Company policy when the need for leave is foreseeable may result in delay or denial of FMLA leave and any absences deemed un-excused. If the leave is not foreseeable, the employee must provide notice to The Company of need for leave as soon as practicable, and must follow The Company's normal call-in procedures. Failure to follow The Company's call-in procedures, absent unusual circumstances, will result in delay or denial of the leave.

F. DESIGNATION OF FMLA LEAVE:

Upon receiving sufficient notice of an employee's need for FMLA-qualifying leave, The Companywill notify the employee of his or her eligibility to take FMLA leave within five (5) business days of the request, absent extenuating circumstances. At this time, The Company will also provide the employee written notice of the employee's rights and obligations with respect to the leave (as well as providing copies of the required certification form).

The Company has the right to deem an employee's absences as FMLA-qualifying even though an employee has not requested FMLA leave. On request, employees are required to provide The Company with sufficient information to make it aware that the employee's absences are for FMLA-qualifying health condition. Sufficient information may include, but is not limited to, the following: that the employee is unable to perform his or her job functions; that the employee's family member is unable to perform his or her daily activities; that the employee or his or her family member must be hospitalized or undergo continuing treatment; or the circumstances supporting the need for military family leave. If The Company deems absences as FMLA-qualifying, it will notify the employee in writing of the decision within five (5) days of its receipt of sufficient information to enable it to reasonably make such a determination. At this time, The Company will also provide the employee written notice of the employee's rights and obligations with respect to the leave (as well as providing copies of the required certification form).

G. CERTIFICATION:

A leave to care for the employee's own serious health condition, or the serious health condition of a covered family member, must be supported by a medical certification completed by the health care provider for the employee or the covered family member. A qualifying exigency leave or a leave to care for a Covered Service member with a serious injury or illness must also be supported by a certification. The Company will provide the proper certification to the employee for his or her respective leave within five (5) business days of the designation of a health condition as FMLA-qualifying. The employee must return a complete and sufficient copy of the appropriate certification to The Company within 15 calendar days of receiving the certification, unless it is not practicable. If the employee returns an incomplete or insufficient certification, then The Company shall advise the employee in writing what additional information is necessary to make the certification complete and sufficient. In order to cure the deficiency, the employee must then return a complete and sufficient certification to The Company within seven (7) calendar days. If the employee fails to cure a deficiency in a certification, or fails to return a certification, within the prescribed time period, The Company may deny the taking of leave and the absences shall be deemed un-excused.

A Company representative (other than the employee's direct supervisor) may contact the employee's health care provider to clarify or authenticate the medical certification submitted for leave for the employee's own serious health condition or the serious health condition of a family member. If The Company has reason to doubt the validity of a medical certification, the employee will be required to obtain a second or third opinion at The Company's

expense. Failure to comply with these certification requirements will result in the delay, denial or termination of leave.

An employee who will be on a FMLA leave for more than one (1) week is required to call the Director of Human Resources weekly to report when and if the employee expects to return to work. The Company may request re-certification at any time during the course of the leave for the employee's own serious health condition, if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described in the previous certification have changed significantly, or (3) if The Company has reason to suspect that an employee on FMLA leave has obtained or is using FMLA leave fraudulently. If desired by The Company, a second or third certification in the manner provided above may be required. If the employee's leave to care for his or her own serious health condition or that of a family member is expected to last more than 30 days, The Company will require a new certification from the employee's health care provider when leave is scheduled to expire, or every 6 months, whichever occurs earlier.

H. APPLICATION AND MEDICAL CERTIFICATION FOR INTERMITTENT / REDUCED WORK SCHEDULE LEAVE:

Any employee who needs an intermittent or reduced schedule leave shall submit an application for such leave on a form supplied by The Company at the time described above. The employee shall also, within the time limits set forth, furnish The Company with the proper medical certification on Form WH-380-E, which will be supplied by The Company, regarding the need for such intermittent or reduced schedule leave. As in the case for other FMLA leaves, The Company may require a second or third medical certification. Prior to the commencement of any intermittent or reduced schedule leave, the employee requesting intermittent or reduced scheduled leave must advise The Company of the reasons why the intermittent/reduced scheduled leave is necessary and of the schedule for treatment, if applicable. The employee and The Company shall attempt to work out a schedule for such leave that meets the employee's needs without disrupting Company operations.

I. CONTINUATION OF GROUP HEALTH BENEFITS:

The Companywill maintain the employee's coverage under a group health plan during the period of FMLA leave under the same terms and conditions as though the employee were actively working. During the leave, the employee will be required to continue to make all premium payments that he/she otherwise would have had to make if actively employed. Where feasible, The Companywill advise the employee concerning the necessary arrangements for such payments prior to the commencement of the leave. If the employee fails to return to work following the expiration of FMLA leave for a reason other than a serious health condition or circumstances beyond the employee's control, The Companywill be entitled to the repayment by the employee of any premiums paid by The Companyduring the leave. Failure to make timely premium payments may result in the termination of coverage.

An employee on FMLA leave should deliver payment of the employee's portion of such premium to the Director of Human Resources prior to the first work day of each month. Failure to make prompt payment of the employee's portion of such premium may result in the loss of medical insurance coverage for the duration of the FMLA leave, but upon the employee's return to work, the medical insurance will be restored as of the date that the employee returns. If the employee does not return from FMLA leave or returns to work, but does not remain an active employee for at least 30 days, The Company may seek to recover the amount paid for such insurance premiums from the employee.

An employee on FMLA leave shall be responsible for the payment of the full premium for all other insurance, pensions and other benefits. Failure of the employee to pay the entire premium for such items shall result in their lapse for the duration of the FMLA leave. If the employee returns from FMLA leave, all such insurance, pension and other benefits shall be restored without any break in service.

An employee shall not accrue any credit toward vacation or other benefits based upon time worked for the time that he or she is on FMLA leave.

J. RETURN TO WORK / FITNESS-FOR-DUTY CERTIFICATION:

Consistent with The Company practice, before returning to work following a medical leave due to the employee's serious health condition, the employee will be required to present a fitness-for-duty certification from his/her health care provider that the employee is medically able to resume work and to perform the essential functions of his or her job. If the date on which an employee is scheduled to return to work from an FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to The Company within two (2) business days of the change. Subject to the limitations below, an employee returning from FMLA leave will be restored to the position of employment held when the leave commenced or to an equivalent position. Job restoration may be denied if conditions unrelated to the FMLA leave have resulted in the elimination of the employee's position.

In summary, upon expiration of a FMLA leave, an employee who returns to work shall be restored to the same or an equivalent job, if the employee shall have:

- 1. Called the Director of Human Resources in accordance with terms above;
- 2. Furnished the Director of Human Resources with proper certifications and recertifications in accordance with terms above;
- 3. Submitted to any second or third examination by a health care provider upon request of The Company;
- 4. Furnished the Director of Human Resources with a medical certification of the employee's ability to return to work and to perform the essential functions of the job; and
 - 5. Returned to work immediately upon expiration of the FMLA leave.

Failure to call the Director of Human Resources weekly, to provide the required medical recertification or to return to work immediately upon expiration of a FMLA leave may result in termination of the employee. Failure to furnish a fitness-for-duty certification of the employee's ability to return to work and to perform the essential functions of the job may result in the delay of job restoration or the termination of the employee.

K. QUESTIONS:

Questions about this policy or eligibility for FMLA leave should be directed to the Director of Human Resources.

Leaves of Absence

Workers' Compensation Leave

The Company maintains workers' compensation coverage for you in accordance with the laws of the state in which you work. This coverage is maintained at no cost to you. Subject to applicable legal requirements, workers' compensation insurance provides benefits for absences caused by injuries or illnesses which arise out of and in the course of your employment with The Company.

If you sustain a work-related injury or illness you must immediately inform your Manager no matter how minor you may believe the injury or illness to be. Failure to do so may result in the forfeiture of compensatory or medical benefits available under the applicable workers' compensation act.

Absences caused by an injury or illness which are covered under the applicable workers' compensation act will be subject to the provisions of the Medical / Disability Leave policy with the limited exception that you will not be required to exhaust accrued Sick Leave and accrued Vacation Leave during the Medical / Disability Leave.

Bereavement Leave

We believe that during a time of family emergency, employees deserve every possible consideration. A death in the family often requires an employee to be absent from work. When a situation of this type occurs, all full-time employees may be absent up to three (3) consecutive days without loss of pay due to a death in the immediate family. Employees are also eligible for up to one (1) day without loss of pay to attend the funeral of a close relative.

For purposes of administering this benefit, we consider "immediate" family as the following:

Spouse Sister-in-Law or Brother-in-Law

Child or Stepchild Grandmother, Grandfather, or Grandchild

Mother or Father Son-in-Law or Daughter-in-Law Sister or Brother A person living in your home

Mother-in-Law or Father-in-Law

For purposes of administering this benefit, we consider a "close relative" as the following:

Aunt or Uncle Niece or Nephew

Cousin

Notification. Please notify your supervisor of a death in the family as soon as possible and indicate the length of absence requested.

Leaves of Absence

Military Leave

The federal Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. The Company will provide a leave of absence for military service, including full reemployment rights and continuation of health benefits as provided by USERRA and any applicable state or local laws. To request a military leave of absence, please notify your supervisor or the Human Resources department as soon as you are aware of a need for leave, and provide a copy of your orders when they are available.

Jury Duty

You are encouraged to fulfill your obligations if called to jury duty. You will be paid normal compensation while on jury duty upon submission of appropriate proof of jury service to the human resource/payroll department. You may keep mileage or other expense allowances paid to you by the Court system.

It is necessary that you inform your Property Manager in writing of the expected absence and duration of jury duty as soon as possible so that work may be scheduled and planned accordingly.

Where feasible, you are expected to report for work for any portion of the work day which is not spent on jury duty.

Court Appearances

If you are required to appear as a witness in a legal proceeding on behalf of The Company or one of our residents/communities, or if you are named as a defendant in legal proceedings for actions taken on behalf of The Company in the course of performing your duties for The Company, you will receive your regular pay for all time missed from your scheduled work.

Time Off for Voting

We believe it is important for our employees to have the opportunity to vote. In the event you do not have sufficient time outside of working hours to vote in an election, speak to your supervisor, who will arrange for you to take off time to vote. Generally, this time should come at the beginning or end of your regular work schedule.

The specifics of the amount of time you may take and whether time off is paid will depend upon the state and local laws applicable to your facility.

Separation of Employment

At-Will Employment

An employee or The Company may end the employment relationship at any time without prior notice. Employment can end in any number of ways -- voluntary resignation, retirement, elimination of position or reduction in workforce, or discharge.

General Separation Procedures

Employees leaving employment with The Company will be asked to complete an exit interview form.

If a separating employee owes money to The Company or is responsible for any lost or damaged property, those accounts are to be settled as originally agreed or by deduction from final pay, unless prohibited by law. If the separating employee is a Property Manager, the Regional Manager is responsible for securing previous listed items. Petty Cash should also be reconciled while in the presence of the Regional Manager.

The Director of Human Resources will notify separating employees who are covered by The Company's group health plan of their rights under COBRA to continue coverage under that plan.

Requests for employment references should be made in writing to the Director of Human Resources and should include an authorization by the employee for the release of the requested information. NO EMPLOYEE other than the Director of Human Resources or the President may provide any reference or information regarding a separated employee's employment with The Company to any individual whether that individual is employed by The Company or not. An employee doing so will receive corrective action, up to and including discharge from employment. Generally, the Director of Human Resources will not release reference information without the employee's authorization, or will limit the information to verification of the employee's position, job location, and dates of employment with The Company.

Separation policies and procedures are only guidelines and do not create a legal contract between The Company and its employees.

Resignation

Employees are requested to give written notice of their intent to resign. Failure to give written notice may result in forfeiture of non-vested Company benefits such as accrued, unused Vacation Leave and ineligibility for reemployment. The following are resignation guidelines:

- Corporate employees, Property Managers, Maintenance Supervisors and Assistant Property Managers are expected to give four weeks' notice;
- All other employees are expected to give at least two weeks' notice.

Separation of Employment

If you resign and The Company determines that it is in the best interests of its clients, or the residents of a Property, The Company may not allow you to work out the notice period and instruct you not to report for work. In such circumstances, you will be paid for any time worked during the notice period.

If you resign within 90 days of attending a company paid seminar, conference, etc., you will be expected to reimburse the company for all costs incurred. (7/9/10)

If you are absent from work for three consecutive days without being excused or giving proper notice you will be considered as having voluntarily resigned without providing proper notice.

You may not use Vacation Leave or Sick Leave during a notice period except in extraordinary circumstances and only with the prior written approval of the President.

Property Managers should send your notice of resignation to your Regional Manager and the Director of Human Resources who will advise you of any other rights you may have following your resignation.

Retirement

If you elected to participate, you may be eligible for retirement benefits under the Section 401(k) plan sponsored by The Company. You should contact the plan administrator with any questions regarding retirement benefits.

Elimination of Position

In the multi-family housing industry, the sale of properties, changes in management companies and the elimination of positions at communities are common occurrences. If The Company anticipates that you will be separated under one of these circumstances in the near future, you will be notified as soon as business interests allow. The Company does not transfer employees to other properties managed by The Company in these circumstances, but if you are one of those employees, you are eligible to apply for open positions at other properties.

Discharge

Notice of involuntary discharges will be handled carefully and discreetly, preferably in a private meeting including you and your manager. On occasion, management employees from the corporate office may conduct or be present at the meeting.

If you are to be discharged, at the discretion of The Company, you may be given the opportunity to resign to avoid a discharge being on your record. Upon separation, the Director of Human Resources will advise you of any other rights you may have following your separation from employment.

Other Benefits of Employment

Insurance & Retirement Plans

The Company may provide employees the opportunity to participate in fringe benefit programs. These employee benefit programs are not made available to employees as a contractual right. Just as your employment is at-will, The Company's establishment and maintenance of any employee benefit plans is solely in its discretion. Although The Company intends to continue to offer its current fringe benefit program available to employees, unforeseen circumstances may require The Company to modify the terms and/or benefits provided by the current programs, or to discontinue programs altogether.

Referral Incentives

Some communities managed by The Company have incentive payment or rent credit policies for residents who refer new residents to the Property. Seeking new residents for any Property managed by The Company is a regular part of your job duties whether or not you serve as a Leasing Agent. You are not eligible to receive referral incentive payments or rent credits. Additionally, immediate family members who are residents of a Property cannot receive a referral incentive payment or a rent credit without prior approval of the President.

Employee Reviews

Salaries for new employees will be established upon hiring and will be reviewed on an annual basis and effective January 1st of each year.

Introductory Period

Your first ninety (90) days of employment are considered an Introductory Period. This Introductory Period is a trial period for both you and the Company. During this Introductory Period, we will evaluate your suitability for employment, and you can evaluate the Company as well. Your supervisor will work closely with you to help you understand the needs and processes of your job. Each new employee will be expected to become thoroughly familiar with his or her responsibilities, Company policies, and demonstrate satisfactory performance within the ninety (90) day period. If, during this period, your work habits, attitude, attendance or performance do not measure up to our standards, we may discontinue employment.

At the end of the Introductory Period, all new employees will receive an initial performance and progress review. Your supervisor will discuss your job performance with you. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Please remember that employment both during and after the Introductory Period is not guaranteed for any specific period of time. Your employment with The Company is at all times on an "at will" basis.

Annual Performance and Salary Review

All employees will receive a general performance and salary review annually. The only exception to this policy would be a promotion, transfer or change in status before the annual review time. In such a case, salary may not be adjusted. A performance review does not guarantee an adjustment to your salary. All increases are based on a merit. Those that reach the top pay rate for their job category may receive no increase.

General Performance

Employment is at-will. Employees may be discharged for performance-related reasons, misconduct, or for any other reason, at any time. Progressive discipline is not required. Although your manager may elect to provide you a written or oral warning concerning your conduct before termination, it is not required. The Company reserves the right to terminate an employee when, in the Company's sole discretion, circumstances so warrant.

Safety Policy Statement

The Company is committed to managing and conducting operations in a way that provides a safe and healthy work environment to each and every employee and any other person who may work, visit, or enters our facilities. The Company will make every effort to provide a working environment that is free from any recognized or potential hazards.

The Company recognizes that the success of our safety and health program is contingent and dependent upon support from the executive levels of management and involvement of all employees of the Company. We are committed to allocating and providing the resources needed to promote and effectively implement our safety and health program.

This Company is responsible for complying with all safety and health laws and regulations established by federal, state, and local agencies. We expect management and supervisors of the Company to set an exemplary example of the Company's commitment to safety and health.

All employees' will receive a copy of The Company Safety Policy upon hire.

Personal Possessions

The Company reserves the right, subject to all applicable laws, to inspect its offices, desks and/or lockers in order to monitor employee work performance, to investigate possible wrongdoing, or for other legitimate business purposes. In conducting such investigations, the Company may disclose information about employees to others within the Company on a need-to-know basis. In your Absence, when the Company needs to obtain business information, the Company reserves the right to search through all property, Company or personal, which is located in a Company office, workplace or worksite. Employee apartments will be searched only in accordance with the employee's lease agreement and applicable laws. Private items retained at work are at the owner's risk. Therefore, employees do not have an expectation of privacy in these areas.

Purpose of Policy

Medical research has proven that even small quantities of narcotics, abused and non-abused prescription medications, or alcohol may impair judgment and reflexes. Such impairment can have serious consequences, for you, your co-workers and the residents that we serve. For these reasons, The Company has adopted this Drug-Free Workplace policy. It is The Company's intent to enforce this policy in order to provide a safe work environment for all employees.

Applicable Laws

The Company has employees assigned to provide services to communities in several states. This policy is designed to comply with the laws of each of these states. These laws are as follows:

Alabama: AL. Code §§ 25-5-330 – 340 Florida: FL Code Chapter 440.101 et seq.

Georgia: GA Code 34-9-410 – 421 South Carolina: SC ST SWC 44-107-20 - 90

PLEASE BE AWARE that the violation of this policy may result in disqualification from receipt of benefits under the workers' compensation and unemployment compensation laws of these states.

The Company will provide any employee with a copy of these laws on written request to the Corporate Office.

Prohibition

The Company prohibits the unlawful or unauthorized manufacture, distribution, dispensation, receipt, possession, or use of a controlled substance or an alcoholic beverage on any property owned, leased or managed by The Company, in any vehicle of The Company, or while performing work duties for The Company. Employees are further prohibited from reporting to work or working while unfit for duty due to the use of a controlled substance or alcohol.

A controlled substance is any drug listed in Schedules I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. § 812, which includes, but is not limited to, marijuana, cocaine, amphetamines, barbiturates, opiates, hallucinogens, heroin, and phencyclidine (PCP). The phrase "unlawful or unauthorized" includes not only illegal controlled substances, but the use of a prescription controlled substance without a valid prescription or in doses or combinations not in compliance with a valid prescription. Alcohol is a distilled spirit, wine, malt beverage, or intoxicating liquor.

Even the proper use of prescription medications may affect your ability to safely perform your duties. If you are required to take prescription medication while on duty you must inform your Supervisor of the name of the prescription medication and its possible side effects. Your Supervisor may adjust your work assignments in response to the information.

For purposes of this policy, you will be deemed to be "unfit for duty" if:

- (1) Both an initial and confirmatory screen for controlled substances yields a positive, adulterated, or invalid result, unless the controlled substance being taken by the employee in **strict** accordance with a valid physician's prescription. You must advise the specimen collection facility of your use of a prescription medication, or any other reason a screen would yield a positive, adulterated or invalid result **before** providing a specimen.
- (2) A blood screen or "breathalyzer" test indicates a blood alcohol content level of .02% for any time you were on duty that day.

Drug and Alcohol Testing

To further aid The Company in the enforcement of this policy, The Company has elected to require drug and alcohol testing of applicants and employees. For the mutual protection of The Company and the applicants and employees being tested, all collection and testing will be performed in accordance with the procedures prescribed by the Department of Transportation set forth in 49 CFR Part 40.

If you are selected for testing, all your test specimens or samples will be collected with due regard to your privacy and you will be given an opportunity to record in writing any information you consider relevant to the testing procedure or test, including, but not limited to, any prescription or nonprescription medications you have taken recently, or other condition which might impact the results of the test. Appropriate collection, chain of custody, labeling, storage and transportation safeguards will be followed to prevent substitution or contamination of the specimen or sample, or erroneous identification of specimens and test results. If a specimen tests positive, adulterated or invalid, a confirmation test will be performed on the specimen. If a confirmation test is positive, adulterated or invalid you will have the opportunity to explain possible causes of the result to the Medical Review Officer. The Medical Review will notify the Director of Human Resources of the initial and confirmation test results and if any explanation offered for the tests results is valid or plausible. If the explanation includes the use of prescription medication, you may be required to produce the prescription or a copy of the prescription to the Director of Human Resources. The Director of Human Resources may speak with the Medical Review Officer regarding the testing at any time during this process. If a positive, adulterated or invalid is not satisfactorily explained, the Director of Human Resources will notify you of the results, the consequences of the results, and the options available to you under this policy. Upon written request, you will be given a copy of your test results.

The Company will pay for the cost of all testing performed under the terms of this policy. All documentation relating to and the results of any testing performed under this policy will be treated as confidential records and information and The Company will keep such information in strict confidence, informing only The Company personnel having a legitimate need to know, its attorneys and in response to any lawful demand from a court or federal or state agency.

CIRCUMSTANCES REQUIRING TESTING

Work-Related Injuries

If you sustain an injury while at work you will be required to undergo a drug and/or alcohol screen. The refusal to submit to or the failure to cooperate during a drug and/or alcohol test will result in a loss of any right to benefits under the applicable Workers' Compensation Act and may result in appropriate corrective action, up to and including discharge.

Damage to Property

If you are involved in an accident while on duty which causes damage to the property of The Company, a client, co-employee, resident or vendor, no matter how minor you believe the damage to be, you must immediately report the accident and damage to your immediate supervisor. Your failure to report an accident may result in discipline, up to and including discharge. You will be required to undergo testing if: (1) a person is required to seek medical attention as the result of the accident; or (2) the accident results in property damage in excess of \$1,000.00.

Reasonable Suspicion

You may be required to submit to an alcohol or drug test if circumstances indicate there is reasonable suspicion that you have violated this policy. "Reasonable suspicion" will be determined based upon objective facts. Supporting objective facts include, but are not limited to, the following:

- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while performing work duties, including direct observation of a violation of this policy or a report of a violation of this policy by a reliable and credible source.
- Odor of drugs or alcohol on breath, body or clothing.
- Loss of coordination or motor skills, slurred speech, bloodshot, glassy or dilated eves.
- Disheveled or unkempt clothing or appearance.
- Disruptive, hostile, threatening, belligerent or unusual behavior.
- Excessive tardiness or absences.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
- Information that the employee has caused, contributed to, or been involved in an accident while at work.

If an employee is sent for testing on the basis of reasonable suspicion, The Company will detail in writing the circumstances which formed the basis of the reasonable suspicion. On written request from the employee, The Company will provide a copy of the record detailing such circumstances.

If you observe or have reason to believe that a violation of this drug and alcohol policy has occurred you must immediately report the facts to your Supervisor. The failure to report a known violation will subject you to discipline, up to and including discharge.

Random Testing

Employees will also be subjected to random testing for controlled substances and alcohol.

NOTIFICATION REGARDING TESTING

An employee will be taken for testing as soon as practical after work injuries, damage to person or property or reasonable suspicion. Employees selected for random testing will be notified of the test the morning of the test.

No employee selected for testing will be allowed to leave work prior to the test. Employees who do so will be considered not to have cooperated with a test and will be subject to corrective action, up to and including discharge in accordance with this policy.

Searches

To aid in the enforcement of this policy, The Company reserves the right to conduct searches as follows:

Company Property

The Company reserves the right to conduct searches of its premises, including, but not limited to, work areas, rest and break areas, parking lots, offices and rooms, rest rooms, eating areas, lockers, desks, counters and file cabinets, and vehicles owned or rented by The Company. Searches of The Company property may be conducted at any time, with or without advance notice and without your consent. If you refuse to cooperate with such a search you will be subject to discipline, up to and including discharge from employment.

Employee's Person and Property

The Company also reserves the right to conduct searches of your person, property and possessions, such as clothing, briefcases or backpacks, lunch boxes, purses, tool boxes, or motor vehicles which are brought onto property owned or leased by The Company or on property to which employees of The Company are assigned to work. No search will be conducted unless The Company has reasonable suspicion to believe the search will reveal evidence of an employee's violation of this policy. Prior to conducting any such search The Company will explain the reason for the search and the grounds constituting reasonable suspicion, and will request your consent prior to conducting any such search. Searches conducted pursuant to your consent will be performed in a manner that minimizes any intrusions into your privacy. If you refuse to consent to such a search, no search will be conducted but your refusal may subject you to discipline, up to and including discharge from employment.

Search Results

If a search uncovers evidence of an employee's violation of this policy, that employee will be subject to discipline, up to and including discharge from employment. If a search reveals evidence of illegal activity on the part of an employee, the evidence may be turned over to the proper legal authorities.

Notification of Drug Convictions

An employee convicted under any criminal drug statute for a violation occurring while on duty must notify the Director of Human Resources of the conviction no later than five (5) calendar days after the conviction. Any employee who is convicted of a violation of a criminal drug statute occurring while on duty will be subject to corrective action, up to and including discharge from employment.

Alcohol and Drug Abuse Awareness Programs

The Company will maintain a selection of educational materials concerning alcohol and drug abuse and a referral list of available drug counseling, treatment and rehabilitation programs in the area. If you are interested in reviewing these materials or in obtaining information concerning local assistance programs, you should contact the Director of Human Resources. All requests will be kept strictly confidential.

Corrective Action

Any employee whose confirmation screen results are deemed positive, adulterated or invalid will be subject to discipline, up to and including discharge. Any employee who refuses to submit to a drug or alcohol test, or who attempts to tamper with the protocol or results of drug or alcohol test, or who violates any other provision of this policy, will be subject to discipline, up to and including discharge.

Confidentiality

All information, interviews, reports, statements, memoranda, and test results, written or otherwise, received by The Company through this substance abuse program are confidential communications, but may be used or received in evidence, obtained in discovery, or disclosed in any civil or administrative proceeding.

Any other release of information shall only be done pursuant to the applicable law of your state, which may include a consent for release or compliance by the employer with HIPAA requirements.

Motor Vehicle Safety

The Company is concerned about the safety of its employees when they drive on company business. In order to reduce the risk of motor vehicle accidents and injuries, the Company has implemented this Motor Vehicle Safety Policy. Managers and supervisors are responsible for implementing this policy in their work areas and answering employees' questions about this policy.

All employees who operate personal or rental vehicles on Company business are required to comply with this policy. Failure to comply with any of the rules of procedures described herein may result in disciplinary action, up to and including termination of employment.

Use of Employee's Own Vehicle for Work Purposes. An employee who drives his/her own vehicle for Company business must always possess:

- A valid insurance policy, which conforms to applicable state laws and is commensurate with the limits set by Risk Management.
- A valid driver's license (for the appropriate class of vehicle).

These must be presented at the time of hire, and will be checked periodically. It is the employee's responsibility to inform management immediately if their driver's license has been restricted, revoked or suspended. Also, if you drive for work purposes, The Company may review your motor vehicle record periodically to ensure that you are maintaining a good driving record. Failure to maintain a good driving record may result in the loss of the privilege of driving for work purposes.

Use of Seatbelts. Seatbelts are an extremely effective means of preventing injuries and loss of life. The Company cares about its employees, and wants to ensure that no employees suffer injuries that could have been prevented by the use of seatbelts. Therefore, employees must wear seatbelts when operating a Company owned vehicle, or vehicle that is being used on Company business. In addition, all occupants are required to wear seatbelts (or, if appropriate, child restraints) when riding in a Company vehicle, or in a personal or rental vehicle that is being used for Company business.

Alcohol and Drugs. The Company strictly prohibits employees from operating personal or rental vehicles on Company business while impaired by alcohol, controlled dangerous substances, or any other illegal or unauthorized drugs.

Aggressive Driving. Employees traveling for work purposes may find themselves caught in traffic delays. The Company understands that these situations can be frustrating. In order to help prevent aggressive driving (such as excessive speed, tailgating, failure to signal lane changes, running red lights, etc.), remember that your primary responsibility is to stay focused and drive safely.

There are several things you can do to avoid aggressive driving:

- Keep cool in traffic, be patient with and courteous to other drivers, and do not take their actions personally.
- Reduce your stress by allowing plenty of time to reach your destination.
- Plan your route in advance, and alter your schedule or route to avoid busy roads.
- Make every attempt to stay out of an aggressive driver's way.

Motor Vehicle Safety

Distracted Driving. Distracted drivers fail to recognize potential hazards in the road and react more slowly to traffic conditions, thus decreasing their "margin of safety." There are several activities that can result in distracted driving, including, but not limited to, talking to passengers, eating, adjusting the radio or climate control, using a cell phone or PDA, and personal grooming. Please remember that your primary responsibility is to focus on the road and drive safely. In addition, the use of cell phones while driving on Company business is prohibited, unless you use a hands-free device. If you need to make a non-emergency call, pull off the road to do so safely.

Drowsy Driving. When behind the wheel, you are required to stay alert and focused. In order to avoid the dangers associated with drowsy driving (by you and other drivers) you should:

- Be especially aware of your behavior and the behavior of others on the road during the late night, early morning, and mid-afternoon hours, when drowsy driving accidents are most likely to occur.
- Get a full night's sleep before driving.
- If you become drowsy while driving, pull over and stop.
- Stop at regular intervals when driving long distances, and get out of the car to stretch and walk around at least every two hours.
- Set a realistic goal for the number of miles that you can safely drive.

Accident Reporting and Investigations. If you operate motor vehicles on Company business, you must report all motor vehicle accidents to your supervisor or to Human Resources as soon as possible, regardless of severity. Failure to report an accident may result in disciplinary action, up to and including termination of employment.

In the event of an accident, you should take the following actions:

- Stop immediately.
- Take steps to prevent more accidents at the scene, if it is safe to do so.
- Assist injured persons, if it is safe to do so.
- Upon request, provide your name and address.
- Record the names and license plate numbers of all witnesses.

DO NOT:

- Volunteer unnecessary information.
- Discuss the accident with anyone except police officers.
- Make derogatory comments.
- Admit fault or mechanical failure.

Human Resources will investigate the accident and determine whether corrective action is required to help prevent future occurrences.

Vehicle Selection, Maintenance and Inspection. Company Vehicles will receive routine preventative maintenance for servicing and checking of safety-related equipment. Personal vehicles that are used for company business must be maintained in a manner that provides the employee, the vehicle's occupants, and other drivers with maximum safety. Employees may not operate unsafe Company or rental vehicles. If you believe that the vehicle you are operating is unsafe, you should contact your supervisor and/or the rental agency immediately and arrange to receive another vehicle.

Violence in the Workplace

We are strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to the Employeer's property.

Prohibited Conduct. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, attempts at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking, or any other hostile, aggressive, injurious and/or destructive actions undertaken for the purpose of domination or intimidation.

Recognizing a Threat or Act of Violence. We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage employees from engaging in any confrontation with a violent or potentially violent individual. However, we do expect and encourage everyone to exercise reasonable judgment in identifying potentially dangerous situations. Experts in the mental health profession state that prior to any actual physical act of violence there are behaviors or signs co-workers may exhibit including:

- Overt resentment, anger or hostility
- Extreme stress or agitation
- Making ominous threats such as bad things will happen to a particular person, or a catastrophic event will befall someone
- A sudden and significant decline in work performance, if accompanied by other signs
- Discipline in the recent past for behavior-related incidents
- Irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior
- Reacting to questions with an antagonistic or overtly negative attitude; challenging authority
- Discussing weapons and their use, and/or brandishing weapons in the workplace
- Overreacting or reacting harshly to changes in the Employer's policies and procedures
- Extreme or unusual personality conflicts with co-workers
- Obsessions or preoccupation with a co-worker or supervisor, or excessive unwanted romantic attention toward a co-worker
- Attempts to sabotage the work or equipment of a co-worker
- Blaming others for mistakes and failures
- Being unduly upset over a recent work or personal events, such as marriages, relationships, financial problems, health problems
- Noticeable withdrawal from normal activities, friends and co-workers
- Acting suspicious, holding grudges, bizarre thoughts and paranoia
- Substance abuse
- Stalking
- Threats of harm to self
- Isolation, being a "loner"
- Acting morally superior, self-righteous
- Expressing feelings of being wronged, humiliated, degraded
- Expressing feelings of being without options or choices except violence

Violence in the Workplace

All acts or threats of violence you have heard or observed must be reported immediately to your supervisor. If you are involved in any such incident involving another employee off Company property, it also must be immediately reported to your supervisor. Supervisors must immediately report to Human Resources all such conduct. If your supervisor is the offending individual, report such information to Human Resources. If you are the recipient of or are aware of a threat made by a non-employee, please follow the steps detailed in the section. It is important for us to be aware of any potential danger in our workplace. Indeed, we want to take every precaution to protect everyone from the threat of a violent act by an employee or anyone else.

All reports will be promptly investigated. No employee will be subject to retaliation, intimidation or discipline as a result of reporting a threat in good faith under this policy.

If an investigation confirms that a threat of violence or a violent act has occurred, the Employer will take swift appropriate corrective action with regard to the offending employee. Threats and actual violence will not be tolerated and may result in immediate termination.

Employee Apartments

Fully Compensated Apartments

In some circumstances, an employee may be required by the Company, as a condition of employment, to live on the property where he or she works. This is expected to occur in exceptional circumstances only, where the performance of an employee's job duties requires that he/she reside on the premises. Generally, this requirement will be limited to Property Managers, Maintenance Supervisors and "on-call" Maintenance Technicians, although the Regional Manager has the authority to require that employees in other positions live on property if necessary for the performance of their jobs.

Where an employee is required to live on the property, the employee will receive a fully compensated apartment. Employees that are eligible for fully compensated apartments must live at the property at which they work. The employee may select a unit from the most common unit type on that property (i.e. one or two bedroom), unless another unit is approved by the Supervisor. In addition, any transfer to another unit must be approved by the President in advance and in writing.

If an employee is required to live on the property, the value of the discount will not count as "wages" to the employee. Therefore, it will not be part of an employee's income for tax purposes, unless otherwise required by law.

Employees provided with free apartments will be responsible for their own utility bills.

Discounted Apartments

Full-time Company employees may be given the opportunity to reside in a Company Community at a discounted rate. Concessions and waivers are solely at the discretion of the Regional Manager, not property personnel, and may be modified at any time. Concessions or waivers granted by property personnel without Regional Manager approval are not valid or part of your lease agreement. No application fee or deposit will be charged to the employee, however if they have a pet, they must register and pay the required non-refundable pet fee directly to the property.

An employee who resides in a Company Community may receive one of the following discount options:

- 1) 20% off current market rent for selected unit, or...
- 2) The current lease rate special offered at the time of move in

Employee Apartments

To be eligible for the discount, the employee must be a resident of the apartment. If two (2) employees share an apartment, they may divide the discounted rent between themselves in any manner they wish. Once a discounted rent is established, it will not be increased until the annual review in March of the following year, unless the employee moves to a different unit within the same community or a different The Company community. All employee apartment transfers must be submitted in writing and approved in advance by the President. All employees must sign a designated Month-to-Month Standard Lease Agreement and an Employee Lease Addendum. Any occupants residing with an employee that are 18+ years of age are required to qualify for residency by passing a criminal background screening only.

Should employment end for any reason, the former employee may remain in the apartment if approved by the Regional Manager and/or the President. In such cases, the former employee must qualify and go through the complete screening process, and must pay the full rental value of the apartment.

All employees receiving a discount will be required to have their rent payroll deducted over the first two pay periods of the month. In the months that there are three pay periods, no rent will be deducted from the third pay period. Should the employee move in prior to the first of a month, the employee is responsible for the pro-rated rent at move-in. Payroll deductions begin with the first full month of rent.

<u>GARAGE</u>, <u>CARPORT</u>, <u>STORAGE UNIT</u>. Employees may rent a garage, carport or a storage unit (only 1 of the three) at a 20% discount of the current rate special.

<u>UTILITIES</u>. There will be no concessions related to utilities, cable or satellite television or any other communications. These must be paid by the employee either directly to the property or by payroll deduction (depending on the property where they reside).

SUBLET/RENT. Employees cannot sublet or rent their apartment to an outside party.

<u>SEPARATIONS</u> - Upon separation from employment with The Company, The Company may terminate the employee's tenancy and require employee to vacate the living unit he or she occupies within fourteen (14) calendar days, or as otherwise allowed by law, in its sole discretion. If the employee holds over beyond his or her lawful tenancy, he/she shall be liable to The Company for all rent payable during the hold over period, at the current market rate.

Employees moving off of a The Company community by choice must give a 30 day written notice to vacate to the Property Manager.

The employee shall leave the apartment clean and in good repair. Otherwise, The Company may deduct the cost of any cleaning, repairs or refurbishing from any compensation due to the employee. Further, if the employee or an occupant of the unit leaves any personal property in the unit or on the premises of the property, the employee shall pay to The Company any cost incurred to move said property from the unit or premises of the property and all costs for storage of said personal property, should The Company elect to store said property in its sole discretion.

Employee Apartments

Responsibility of the Property Manager

Upon hiring an employee who is going to live on-site, the Property Manager where the employee works, not the manager where the employee lives, is responsible for getting the proper paperwork submitted to Human Resources in a timely manner.

- 1st) For all new employees *moving on-site*, a New Hire Personnel Action Form should be submitted to Human Resources prior to the first full month of residency but no later than the Tuesday of the payroll cutoff week. This will ensure that the initial rent payment is deducted from the correct paycheck. For instance, if an employee moves on property on the 1st of the month, the rent deduction form should be sent to Human Resources by noon of the previous week.
- 2nd) If an employee is *moving off property* or has written permission by the President to transfer to another apartment or community it is still the responsibility of the Property Manager where the employee works to fill out a Change of Information Personnel Action Form with the updated information and send it to Human Resources. If an employee is completely moving from a The Company community, complete that section of the form and send to Human Resources. The form must be sent the week prior to payroll cutoff to ensure the rent deduction is not deducted from the employee's check that month.
- 3rd) If an employee is moving off the property due to resignation or termination, it is the responsibility of the Property Manager where the employee works to fill out a Termination Personnel Action Form and send it to Human Resources.

See Policy and Procedure handbook for additional information.

Obtaining, Using or Disclosing Confidential Information

ANY VIOLATION OF THE FOLLOWING POLICIES WILL RESULT IN IMMEDIATE DISCHARGE FROM EMPLOYMENT.

Fair Credit Reporting Act

The Fair Credit Reporting Act governs the request for and use of background information about a person, be it a prospective resident, a current resident, applicant for employment or a coemployee. The law governs not only the credit reporting agency and The Company, it covers **YOU** individually.

A violation of the Fair Credit Reporting Act may subject The Company and YOU to civil liability. More importantly, if you violate this act, YOU personally may be liable for damages of not less than \$1,000, possibly punitive damages, and the payment of costs and attorneys' fees incurred by the person whose legal rights you violated.

To ensure compliance with this federal law, it is the policy of The Company that:

No employee is allowed to obtain a credit report for any reason other than checking on applicants to lease an apartment. Employees are prohibited from using the accounts of The Company to request or obtain a credit report on themselves, their family members, their former spouse, their co-worker or their friend, unless that person is an applicant to lease an apartment in the property to which the employee is assigned and that person has signed the required written consent form.

Employees are authorized to request or obtain a credit report or background check **only** on persons who sign the application to lease an apartment. For example, if an individual who will also occupy the apartment does not sign the application, a credit report cannot be requested on that individual.

Only management personnel in The Company's Corporate Office are authorized to conduct a background check on applicants for employment.

Employees are not allowed to request or obtain a credit report or background check without first obtaining written consent of the person(s) who sign the standardized application to lease an apartment.

Any violation of this policy will result in the employee's immediate discharge from employment. Furthermore, The Company will seek indemnification from the employee with respect to any sums which it is required to pay as the result of the violation of the Fair Credit Reporting Act or this policy.

Obtaining, Using or Disclosing Confidential Information

Personal & Private Business Information

Our clients, residents and prospective residents place great trust in us and provide us with personal information so we may serve their needs. As an employee of The Company, you may be entrusted with or have access to personal information concerning our clients, or confidential information about The Company, your fellow employees, or residents and applicants. It is vital that all such confidential documents and information remain strictly confidential and within The Company.

It is difficult to define what information is personal and private, and what documents contain confidential information. To simplify matters, we have adopted the following rule:

ALL information relating to the business affairs of The Company, our clients, their residents, their prospects and applicants for residency, our employees, our applicants, our vendors and our contractors is STRICTLY CONFIDENTIAL. You are not to discuss with or disclose to anyone outside The Company of any such confidential information.

This prohibition includes information about your own or other employee's confidential personal information, identity information, medical information, income and private lives. Further, within The Company you should only discuss confidential or private information with personnel with a legitimate business reason to know the information.

Employment Verification / Recommendations

The Company will provide employment verifications regarding your current employment only if authorized by you in writing. All requests and authorizations are to be directed to the Director of Human Resources. The Company will only provide verification of your job title, current compensation, and dates of employment. No information will be provided regarding future employment or compensation adjustment prospects or potential.

Only the Director or Human Resources or the President is authorized to provide information regarding an employee separated from employment to a third party inquiry for a reference. No information will be provided to third parties unless and until the former employee executes an authorization and release exonerating The Company and its employees from any liability for providing the information requested. The information that will be provided will be limited to the former employee's last job title and job responsibilities, ending compensation and benefits, and dates of employment. The Company will not provide any information related to the basis for the employee's separation from employment, job performance while employed, corrective action administered during employment, unemployment, workers' compensation or other administrative charges or legal claims, or whether the former employee is eligible for re-hire.

The Company does not provide employment recommendations and you are prohibited from giving a reference, including, but not limited to, information regarding another employee's job performance, the reason another employee is separated from employment, or any confidential or private information relating to a former employee. Violations of this policy will result in corrective action, up to and including discharge.

Personal Use of Communication Systems

Mail

You should not use the office address of the property to which you are assigned for receiving personal mail. Further, letterhead for The Company or the Property should not be used for your personal correspondence and you may not charge postage or use stamps belonging to The Company or the Property.

Photocopies

You are allowed to use the photocopy machines for personal use provided that such use does not interfere with the efficient operations of the office or the performance of your duties. Any personal photocopying you perform should be reported to your supervisor and be reimbursed on a monthly basis at a rate of 10 cents per page.

Computer System

Your use of company owned computers and systems, and all features of the system, is to be strictly for the benefit of The Company and our clients. All communications on the Internet should be for business purposes and it is your responsibility to ensure your use of the Internet is in an effective, ethical and lawful manner. The Internet should not be used for personal gain or advancement of individual views. You are responsible for the content of all text, audio, or images that you place on or send over the Internet. Fraudulent, harassing, obscene or pornographic messages or images are prohibited and if you are found to be sending or intentionally receiving such messages or images you will be subject to corrective action, up to and including discharge.

All messages created, sent, received or retrieved via e-mail or the Internet are the property of The Company, and you have no expectation of privacy with respect to any data you place on or receive through the computer system. The Company has and reserves the right to monitor and access all messages and files on the computer system.

Selection of Vendors

To provide quality and cost effective services to our clients, decisions regarding the vendors from which products and supplies are purchased and the contractors which are awarded contracts for the provision of necessary services must be based on price and quality. To ensure that favoritism plays no part in such decisions, The Company has adopted the following policies:

Contracting with Relatives & Friends

Without the express, written approval from the President, you are prohibited from purchasing any products from or contracting for services with a business owned or operated by a relative of any employee of The Company, any business which employs a relative of an employee of The Company or with a friend of an employee of The Company, or if the purchase or contract would economically benefit the relative or friend.

Monetary Gifts & Payments

No employee of The Company shall accept any kind of monetary payment, commission, or bonus from an individual or business providing products or services to The Company or its clients. Non-monetary gifts may be accepted around the year-end holidays if they can be consumed in one day or have a value of less than \$25.00.

Attendance & Punctuality

The Company expects you to report for work punctually and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt workflow and service to our clients and their residents and is not acceptable. Unsatisfactory attendance and/or punctuality will result in corrective action, up to and including discharge.

Notification

You should verbally notify your Property Manager as far in advance as possible whenever you know that you will be unable to report to work, or will be late reporting to or must leave early from scheduled work time for a period in excess of fifteen (15) minutes. Absent an emergency beyond your control, notice must be given at least one hour in advance of the time to be missed. Employees must speak directly with the Property Manager or Maintenance Supervisor, depending on their position. Leaving a voice mail is not acceptable. The notice should include a reason for the time to be missed and an indication of when you can be expected to report to work. A simple statement that you or a relative is ill or sick without further explanation is not acceptable. If you are a Property Manager, you must notify the President or your Regional Manager and the employee who will perform your duties during your absence.

Failure to give required proper notice of any 15 minute period of time missed may result in the absence being considered unexcused, unpaid and subject to corrective action, and/or the time missed being paid but charged against accrued leave time.

Falsification of the reason for time missed will result in immediate stringent corrective action, up to and including immediate discharge.

If you are absent from work for three (3) consecutive days without giving proper notice you will be deemed absent without leave and automatically separated from employment.

Inclement Weather Policy

You are expected to report for work during inclement weather conditions if The Company does not declare an emergency closing. If you are unable to safely report to work because of weather conditions even though the office is open, you will be granted an authorized unpaid leave of absence, or may elect to charge time to unused vacation or sick time. If you are late because of weather conditions you will be given a chance to make up the missed time if work schedules permit and it does not result in overtime work.

All employees are to comply with mandatory evacuation orders issued by federal, state or local authorities. No employee is authorized to work during any period of mandatory evacuation.

When the National Weather Service issues watches and warnings regarding weather events, the Property Manager is to contact the Corporate Office immediately to advise it of the alert and the projected severity and timing of the weather event. The Corporate Office will decide if and when a Property's office will close and all employees on the Property sent home.

If the decision is made to close a Property's office, a closing time will be set and all employees are to immediately cease work and return to their residences or to some other place of safety. No employee is authorized to work after the Corporate or Property's office is closed for inclement weather. If an inclement weather event occurs before the Property's normal business hours, employees of the Property are to call the Property Manager to determine if the office is open or closed. If the office is closed, employees are not to report to work or to perform any work.

Miscellaneous

Musical Devices and Other Electronic Distractions

Musical electronic devices and games detract from a professional image. No musical devices such as small radios, iPods, MP3 Players or hand-held electronic games may be used while working or in view of residents. This prohibition applies even if a headset or headphones are being used.

Visitors

For the obvious reason that visitors interfere with your work, personal visits from friends or relatives during working hours are discouraged except in extraordinary circumstances. To prevent disruption of work, you should see visitors on your lunch periods or after working hours. Also remember that work offices are not daycare centers or sick rooms for children. An employee's child or children are not allowed to be in the office for extended periods of time during the course of a day, particularly without parental supervision.

Productive Work Environment

The Company wishes to promote a pleasant and productive work environment. We expect and require employees to be courteous and considerate of one another. If problems arise between you and another employee, you should first attempt to work it out between yourselves – in private – not in front of other employees or residents. If differences persist, you should take the issue to your supervisor or Property Manager. If the issue involves a Property Manager, you should advise the Corporate Office.

Smoking

Smoking is not permitted in any office or work area to which employees of The Company are assigned. While working, no employees of The Company shall use any tobacco product, including chewing tobacco, dip or snuff, in any apartment or condominium building, or apartment or condominium which is not leased to that employee on a property to which the employment is assigned.

Guns & Other Dangerous Weapons

Unless you are a bona fide security employee, you are not allowed to keep a gun or other dangerous weapons at the work station or on your person in the course of performing your job. "Other dangerous weapons" include, but are not limited to, knives with blades over two inches long, whether straight, folding or switch blade, and "tazers."