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**Turtle Creek**

**Policies & Procedures Handbook**  
**2015-2016**

## **POLICIES AND PROCEDURES** **HANDBOOK**

Thank you for selecting a Management Services Corporation property as your new home! We are very pleased you will be living with us. We hope that the information provided here will be helpful to you as you enjoy your new surroundings. Please remember the policies contained in the manual are part of your Lease Agreement and should be reviewed carefully.

We welcome any questions you may have regarding this manual and ask that you direct questions or concerns to your Property Manager who is eager to serve you.

As a Resident of a Virginia rental property you are required to abide by the provisions of each of the following:

- a. The Virginia Residential Landlord Tenant Act
- b. The Lease signed with the management company
- c. The policies and regulations governing your property as stated herein (Policies are subject to change. If change occurs, written notice will be delivered to you.)

Policies and Regulations are made for your protection, to assist you in avoiding charges and penalties, and to continue to make your property attractive and comfortable.

**Si usted no entiende Inglés, entonces usted debe encontrar alguien traducir este documento para usted.**

**Muchas Gracias**

**EHO**

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**OFFICE AND MAINTENANCE**  
**PHONE NUMBERS & OFFICE HOURS**

**Management Services Corporation**  
**Phone: 434-977-8203**  
**Fax: 434-296-7763**  
**E-Mail: [msc@msc-rents.com](mailto:msc@msc-rents.com)**  
**[www.livewithmsc.com](http://www.livewithmsc.com)**  
**EHO**

**Physical Address:**  
**780 Madison Avenue**  
**Charlottesville, VA 22903**

**Mailing Address:**  
**P.O. Box 5186**  
**Charlottesville, VA 22905**

**Management Office Hours are subject to change during peak and slow business seasons – please call ahead of time.**

*Our current hours of operation are:*

Monday – Friday	8:30 a.m. to 5:30 p.m.
Saturday	10:00 a.m. to 4:00 p.m.
Sunday	11:00 a.m. to 2:00 p.m. (June, July, August)

*Our office does close to observe specific holidays during the year such as, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving (and the day after), Christmas and New Year's Day. Please contact our office in advance of any major holiday to assure the office will be open. Emergency Maintenance service is always available.*

**Management Phone Numbers**

Property Manager	434-977-2702
Marketing/Leasing	434-977-8203
MSC Maintenance	434-971-6811
Gas Emergency	434-980-9800

## RENT

During office hours, you may pay rent at our office in the MadHouse located at 780 Madison Avenue. Unfortunately, MSC is not able to accept cash payments at this location. After office hours please use the night drop boxes. One is located next to the front doors of our office and another is in the MadHouse parking lot near the entrance.

If mailing rent, please remit to: **MSC Accounting**  
**P.O. Box 5186**  
**Charlottesville, VA 22905**

For your convenience you may also pay online. Visit our website at [livewithmsc.com](http://livewithmsc.com) for more details.

If you are looking for another way to make your rent payment automatically every month we suggest you contact your banking institution to make those arrangements. Most banks now offer free online bill paying and you can set up an automatic payment to MSC for your rent. Be sure a memo or note is set up to include your apartment address or account number. Please keep in mind that your bank will be mailing us a physical check and payment is considered paid when received by our office. You will need to make your request for automatic payments prior to the first of the month to ensure it is received on time.

**Rent is considered to be paid when received by the office, regardless of the postmark date. Rent is due on the 1<sup>st</sup> day of each month for that month** (i.e. January rent is due on January 1.) A late fee is automatically charged on the 6<sup>th</sup> of the month on any balance over \$100. Please allow extra time for holiday and weekend mail delivery. Please note that any balance (for example late fees, lock out fees, maintenance service fees, etc.) past due is considered rent and will be subject to late fees after the 6<sup>th</sup> of the month.

In accordance with the terms of the Lease Agreement, we suggest that payment be made with only **one check**. **Only persons listed on the Lease can make rent payments.** If paying by check, be sure to write your apartment address on the check. Please remember that parents and/or guardians are not allowed to make payment unless prior arrangements are made with your Property Manager.

**ANY PAYMENT RETURNED FOR NON-PAYMENT WILL NOT BE RE-DEPOSITED.** If a payment is declined, a processing fee and late fee will be applied to your account in accordance with the Lease. Your account will be considered **delinquent until all rent and fees have been collected.** You must submit cash, money order, or cashier's check for payment for any declined payment. **If two (2) payments are declined due to insufficient funds or banking problems you will be required to pay, from that point forward, by money order, cashier's check or cash.**

Before dropping off or mailing your check, please make certain that the amount is written correctly, the check has been signed and your address is clearly written. These delays in payment will add late fees to your account as stated in your Lease. If your Lease begins in the last five (5) days of the month, we kindly ask that you pay your pro-rata share along with your first full month's rent at move in.

We will make every effort to hold post-dated checks if they are made obvious (i.e. attach a sticky note to it, include note stating payment is post-dated, etc.) We cannot guarantee that a post-dated check will be held and assume no responsibility to credit any fees you may incur if a payment is not held.

## **EMERGENCY MAINTENANCE SERVICE: 434-971-6811**

We provide emergency maintenance service for our Residents according to the criteria below. Please call 434-971-6811 to report the problem. You will be asked to choose from three (3) options on our voice mail system.

Please listen to the entire voice mail menu before making your selection from the following:

### **OPTION 1 (voice mail choice 1)**

Emergencies: We will provide an immediate response, 24 hours a day. In the event one of the following emergencies occur, MSC's after-hours technician should be contacted right away. Emergencies include, but are not limited to:

- Total loss of electrical power (Call Dominion VA Power first)
- Loss of heat
- Burst plumbing or flowing water
- Sewer back up
- Heavy rainwater leak
- Security problems (broken lock, broken glass, broken doors, burned-out exterior lights)
- Smell of gas (after calling MSC Facilities, call gas company at 434-980-9800)
- Anything with the potential to cause damage or harm
- Clogged commode if only one commode is in the apartment. (Resident please attempt to plunge before calling).

### **OPTION 2 (voice mail choice 2)**

Semi-emergencies: Our technician will respond within 24 hours between Friday 5 p.m. and Sunday 5 p.m. (If a call comes in on a Sunday - Thursday night, MSC Maintenance will respond to the request during normal hours on weekdays.) In case of the following, MSC Maintenance should be contacted as soon as possible:

- Loss of hot water
- Inoperable refrigerator
- Inoperable range or pilot light
- Clogged commode (2 or more commodes; Residents please plunge first)
- Stopped-up sink
- Stopped-up tub
- Loss of A/C (emergency response will be at the discretion of management)

### **OPTION 3 (voice mail choice 3)**

Non-emergencies will be repaired by MSC Maintenance during normal weekday business hours. Non-emergencies include, but are not limited to the following:

- Inoperable dishwasher
- Inoperable garbage disposal
- Inoperable washer/dryer

## **LEGAL LIABILITY INSURANCE**

Most properties require that Residents obtain \$50,000 in legal liability insurance to protect the property from accidents and damage. If the property you are moving into requires this coverage you will sign an addendum regarding this requirement which will provide you with the details of coverage. You will need to provide us with proof of coverage one month prior to your new or renewal lease start date, otherwise you will be enrolled in an insurance program through MSC. You may provide proof of coverage at any time after this date to opt out of our program effective the following month.

## **RENTERS INSURANCE**

Did you know that your Landlord is not responsible for your personal belongings should a leak, fire or other damage occurs in your home? It's true and accidents happen! If equipment failure or an accident occurs and your personal property is damaged in any way, MSC is not responsible for replacing it or compensating you in any way. Renters Insurance is inexpensive!! We strongly urge you to obtain Renters Insurance.

## **CONDUCT AND NOISE COMPLAINTS**

Living in a community requires consideration of others, especially where noise is concerned. Residents and their guests are expected to extend common courtesy to their neighbors.

Most noise complaints result from boisterous behavior, loud stereo systems and pets. If you encounter noise problems, we suggest that you first talk to your neighbors about the problem. Often Residents do not realize how clearly sound travels.

There is a noise ordinance in the City of Charlottesville and in some of the surrounding counties. We will provide a copy of the Charlottesville ordinance upon request. Please contact the local police if you are experiencing a serious problem after our regular office hours. Also notify your Property Manager the following business day with the apartment number of the offending Resident and the details surrounding the complaint. Please be advised that repeated noise complaints may result in warnings and possible eviction, should the problem continue.

You are responsible for the actions and damages of your guests and any uninvited guests who may enter our property as a result of your party or gathering, whether you are aware of their actions or not. **All costs incurred by the Landlord as a result of a party or gathering will be your responsibility**, so plan your parties well and avoid large crowds which may get out of control.

## **SMOKE DETECTORS**

You are responsible for maintaining your smoke detector during your occupancy of the premises. Smoke detector alarms are installed to give you early warning of dangerous



smoke. Upon move-in, you are provided with a certification stating that your alarm has been tested and is in good working order. Most of our properties' smoke detectors are equipped with a lithium 9-volt battery. Due to its long life, these batteries are more expensive than other 9-volt batteries. If the battery should fail during your occupancy, please immediately notify our Maintenance department.

Please be advised that if this battery is removed from your smoke alarm at any time during your residency, or if the battery is missing at the time of your move-out inspection, you will be billed for the replacement of the battery, which is approximately \$25.00. Please test your smoke detector periodically. This is for your own safety and that of your neighbors in the event of a fire.

Do not disconnect your smoke detector. You could be held liable for unhooking it during your residency. Please help us utilize this safety feature to its maximum potential by keeping it in good working order at all times. If you have a battery operated detector, an intermittent beeping means that the battery is running low and you should contact the Maintenance department for replacement of the battery.

### **LOCK OUT SERVICE**

During regular business hours, a key may be borrowed from our office in the MadHouse located at 780 Madison Avenue. This key may be used free of charge, but must be returned by 5 p.m. on the day the key was borrowed. Failure to return this key can result in a charge and possible lock replacement costs.

After business hours, it is necessary to call Maintenance at 434-971-6811. You must provide a name, phone number and address when calling to request after-hours lockout service. A lockout service fee is incurred when the request is made for lockout service.

This service is provided to Residents as a convenience only. We want to assist you but we cannot guarantee that we will be able to give you access at all times. **Attempting to gain entry through windows or by other means is prohibited.** Damage occurring as a result of attempting to gain entry by windows or any other means will be billed to the Resident.

**Only Residents on the Lease may request lock out service. Positive identification will be required when MSC provides the key.**

For your safety it is important that you secure all locks to your apartment at all times. You should carry all keys with you at all times. **MSC staff members are required to secure all locks when leaving your apartment.** Please note that locks are not changed when there are name additions/deletions or renewals, subleases, etc. to the Lease Agreement. **We are happy to provide this service upon the request of the Resident and at the Resident's expense.**

## VEHICLES

Most of our properties require a sticker to be displayed authorizing the vehicle to be parked in that property's parking lot.

Please drive carefully on the property. **Park in marked spaces only, never in fire or traffic lanes.** In order to obtain a parking sticker, you must provide a valid registration and valid driver's license. Have your parking sticker, if your property requires one, displayed clearly on your rear windshield at all times. If the sticker will not be visible through the rear window, it may be placed on the front windshield behind your rearview mirror. Handwritten passes are not acceptable, and your vehicle may be towed if you have a handwritten pass. If your sticker is damaged or vehicle changed, bring your old sticker to our office in the MadHouse located at 780 Madison Avenue for a substitute sticker. **You must return your damaged sticker or pay a sticker replacement fee of \$30.00.**

In order to protect all Residents, towing is unfortunately necessary to keep fire and traffic lanes clear. **Any vehicle parked illegally, even with a sticker, can be towed at any time, without notice, at your expense.** Towing will also occur if you are illegally parked at another MSC property. Your sticker authorizes use of your individual parking lot only. Do not park on lawns or sidewalks.

If towed, your vehicle may be recovered at:

**Collier's Towing Service  
202 5th Street, SW.  
Charlottesville, VA 22903  
434-295-4941**

Recovering your vehicle promptly will help keep your cost at a minimum.

Any vehicle that is in an unsightly state of disrepair, has flat tires, is jacked up on supports, is inoperable, or lacks proper state licensing or inspection may not remain on the property for more than 24 hours. Any vehicles violating this rule are subject to towing at the owner's expense without warning. We ask that you do not wash or repair vehicles in the parking area.

**Refer to parking policies specific to your property at the back of this manual.**

## BICYCLES, MOTORCYCLES

Bicycles must be stored inside your apartment or at designated bike racks. At no time can they be stored on the apartment landings, under any stairs or attached to any railing of any part of the building. If a bicycle is found attached to a railing or part of the building, it will be immediately removed, without notice. Bicycles of unsightly repair may

be removed by management without prior notice to the owner. Management Services is not responsible for any damage or theft of any bicycle(s).

The City and State Fire Codes prohibit the placing of bicycles, motorcycles, and trash at entrances or on/under steps or landings of buildings. Mopeds and motorcycles can never be put inside apartments. They must be kept in the parking lot. Motorcycles should obtain a parking sticker and should be parked in the same space as your vehicle (if you have one). This is extremely important on properties with limited parking.

### **WINDOW COVERINGS**

All windows and glass doors must be covered with white or off-white lined draperies or blinds. Please check the cover page of your Lease to see what blinds, if any, your property supplies.

### **HARDWOOD FLOOR CARE**

Residents of homes townhomes with hardwood floors are responsible for the care and upkeep of the hardwood floors. The floors should be kept clean of all dirt and debris. For daily cleaning, the floors can be swept and damp mopped. When cleaning the floors, use warm water and a mild detergent. **DO NOT** put any type of wax product on these floors. **It is required by management that Residents cover at least 75% of their wood flooring with area rugs IN ALL apartments and townhomes.** This will help to reduce noise transference and to protect the hardwood floors from wear and tear. It is also recommended that you use casters on all furniture to prevent scratching of the flooring. When vacating the apartment, please sweep and damp mop the hardwood floors, **DO NOT wax and buff.**

### **MAIL**

Please refer to the Property Specific Policies at the back of this manual for mailbox locations.

The MSC office located in the Madhouse at 780 Madison Avenue will not accept packages or other mail for our Residents. Please make sure to hold your mail if you will be gone for an extended period. Also, when vacating your apartment, be sure to provide the Post Office with your forwarding address so that your mail will go to the correct location. MSC will not forward any mail to residents after they have vacated.

### **UTILITIES**

**Electricity must be connected in your name from the day the Lease begins and must remain connected throughout the entire Lease period.** Any electrical service, which is not covered under your service account during the Lease term may be billed to you by MSC to recover our costs for electric service to your apartment, including

connection fees. **Unfortunately, if MSC pays an electric bill for service in your apartment due to the service not being connected in the Resident's name, you will be billed an additional \$50 for each bill received.**

**The property owner does not maintain telephone and cable lines inside the building and apartment.** MSC will assure a working land-line phone jack and cable jack is functional within a common area only. *Phone line Maintenance insurance, which should cover any or most repairs is available through the phone company, and is highly recommended by the management.* Problems with phone or cable lines should be reported to your phone or cable provider. Alterations or additions such as phone jacks may be installed only with your Property Manager's approval and at your expense.

**All phone and cable wires must be secured along the baseboard or doorjambes and cannot cross thresholds, traffic areas, hallways or any common area in the apartment.** Please contact your Property Manager should you have any questions about this matter.

Please refer to the property specific policies at the end of this handbook for more detail on the utilities at your community.

### **SATELLITE DISHES**

Under certain restrictions, the installation of an individual satellite dish within a Residents leasehold is permitted. Before installation you must contact your Property Manager to review the restrictions and sign the appropriate addendum to your Lease Agreement.

### **TRASH DISPOSAL**

Some properties offer dumpsters or other containers for trash service. This service is provided **for disposal of household trash only. The majority of our communities have trash delivered to the van der Linde Recycling Center, where it is sorted to recycle as much material as possible.** Do not dispose of furniture, boxes, moving debris, cardboard, clothing, etc. in these containers. Please do not sit trash outside of the dumpster on the ground, as animals will tear the bags and spread the trash. The City and State Fire Codes prohibit the placing of trash at entrances or on steps or landings of buildings. **The cost associated with the removal of any trash from your apartment entrance will be billed to the Resident.** This includes cigarette butts and any other debris thrown from porches. All items other than household trash should be disposed of at the Rivanna Solid Waste Authority, or other facilities at the expense and responsibility of the Resident. You might also consider donating items to the Salvation Army or other such charity organizations, or selling items to a second-hand or used furniture business.

Contact numbers include:

Rivanna Solid Waste Authority:	434-977-2976
Salvation Army:	434-295-4058
Charlottesville Refuse/Recycling Collection:	434-970-3830

Please refer to policies specific to your property at the back of this manual for trash collection information where you live.

### **COMMON AREA USAGE**

The area surrounding your apartment including lawns, sidewalks, and any other free space inside the community are to be enjoyed with consideration of your neighbors. Personal items left in the common areas will be removed and disposed of without notice, at the expense of the Resident. These areas must be kept free of litter such as cigarettes, trash, bottles, etc. Please refer to policies particular to your property at the back of this manual.

### **EXTERMINATION**

MSC provides extermination services at many of our communities at no charge to our residents. At some communities however, exterminating services are at the expense of the residents. If you would like to have your apartment exterminated at any time during the year, please call our Maintenance Department at 434-971-6811. We can tell you at that time if your community is covered or if the charges will be passed along to you.

Should you ever experience bites from fleas, bed bugs or any other insect, you must notify your Property Manager immediately. Left untreated, these types of insects can spread rapidly and therefore need immediate attention. You may be found accountable for all costs associated with treatment if proper notice is not given to your Property Manager. Your home will be considered bed bug free if you do not report a problem immediately after your lease begins.

### **GRILLS**

Use of personal grills varies depending on the property. Please refer to the property specific policies at the back of this manual.

### **APPLIANCES AND PLUMBING**

No washer, dryer, portable dishwasher, locks, or other equipment may be installed in any unit without written permission of the Landlord.

You are responsible for any misuse or abuse of the appliances and equipment in the apartment.

Please keep all appliances and fixtures clean and in good order. Grease and food spills should be cleaned from the oven, stovetop, and apron underneath on a regular basis. Please report any malfunctions in any appliance. If you have questions regarding the operation of your appliances please call our Maintenance Department at 434-971-6811.

**Air Conditioning:** If applicable, set the thermostat to “COOL” and “AUTOMATIC” at the desired temperature. Run your air conditioner for an adequate amount of time before reporting unit inefficiency. For increased efficiency and lower utility bills, set the thermostat no lower than 10 degrees below outside temperature.

**Shower Stalls/Tubs:** Do not clean with any abrasive cleaners that will scratch the surface of your tub surround walls. We recommend *Liquid Mr. Clean* or *Liquid Spic-n-Span*. Never use Bleach. Always close your shower curtain fully during use to prevent leakage and use a heavy bath mat on the floor. You will be responsible if water flows into the floor level below your bathroom. Mold and mildew can be kept to a minimum if you regularly clean and keep your bathroom ventilated. If you discover that the caulk or grout around your shower/tub is deteriorating, please contact Maintenance.

**Toilets and Drains:** Please use a plunger to try to clear a clogged toilet. If this attempt is not successful, call for assistance. Do not flush paper towels, cotton swabs, tampons, condoms, diapers, or any foreign objects down drains. There may be a charge for removal of any foreign objects as well as any resulting damages. A plunger has been provided with each apartment for you to use to attempt to clear a toilet clog prior to contacting the Maintenance department. In the event that you report a clogged toilet and the Maintenance department is able to clear the clog by simply plunging the toilet, you will be billed the cost. If your apartment does not have a plunger, please contact Maintenance.

**Emergency Shut-offs and Switches:** These are located under toilets and in the furnace closet. Locate the handle under each toilet so that you can turn it off if there is ever a leak. In the furnace closet, a switch turns the heating off fully if you think that there is a serious problem with the unit. Always report any appliance or plumbing problems to Maintenance.

**Washers and Dryers (where applicable):** If your apartment is equipped with a washing machine and dryer provided by the Landlord, the Landlord agrees to maintain the machines. It is the responsibility of the Resident to clean and maintain the drain and lint screens on their washer/dryer units. The Resident will be responsible for service, repairs, and any subsequent damage caused by Resident abuse or neglect. Resident(s) will also be responsible for any damage caused by overflow due to improperly loading or overloading the washing machine. **If your apartment home has a front loading washer, you must use only low sudsing detergent such as Tide HE or Wisk HE in powder or liquid form.** Repairs should be reported to our Maintenance Department.

**Dryer Vents (where applicable):** At any time that you find your dryer vent detached please call the Maintenance Department.

**Ice Makers (where applicable):** The lever on the icemaker determines if it makes ice or not. If the lever is pulled all the way up, it will not make ice. Please keep plastic bags away from the icemaker.

**Microwaves (where applicable):** Please follow the directions provided with your microwave. Please do not use steel wool to clean microwave doors.

**Dishwashers (where applicable):** Please follow the directions provided with your dishwasher. Use only dishwasher detergent in the machine, never hand soap or dish soap, as this will cause your dishwasher to not operate properly, and may result in a flood. Do not put anything in the Jet Dry dispenser that is not a Jet Dry product, as this will cause your dishwasher to operate improperly.

**Garbage Disposals (where applicable):** Garbage disposals are for food waste disposal only. **Service required as a result of foreign objects in the disposal will be billed to the resident.** Heavy or fibrous food waste, such as cornhusks or cobs, seeds, onionskins, rice, and bones, should not be placed in the disposal. For proper operation, turn on cold water, let it flow a few seconds prior to turning on disposal, and feed waste slowly into disposal. Let water continue to flow for several seconds after the disposal has completely cleared. In the event your disposal shuts off while in operation, turn the switch to “off” and attempt to reset the disposal by depressing the “reset” button that is typically located on the side or underside of the disposal unit. If resetting does not solve the problem, call the Maintenance Department for repair. **NEVER put your hands or fingers inside the disposal!**

**Furnace Closet/Hot Water Heater Closet:** Do not place any items in this closet. This space is designed to hold only your hot water heater and gas furnace. The potential for a fire hazard is great if items are stored in this area. You may be billed for the removal of items from this area.

**Energy Savers:** Keeping your blinds/draperies closed will help insulate your windows. Conserve water by promptly reporting running toilets, leaking faucets, faulty showerheads, etc. to the Maintenance Department at 434-971-6811. When the shower is in use, no water should come out of the tub spout at the same time. Contact the Maintenance Department if you notice this happening.

**Electricity outages:** If you experience a loss of power, check your breakers (if they are located in your apartment) before calling Dominion Virginia Power or our Maintenance Department.

**Heat:** During cold winter months you must maintain your heat at no less than 60 degrees to prevent pipes from freezing and bursting.

## **SAFETY AND SERVICES**

The entire apartment should be kept free of trash and debris, including all hallways, patios, furnace closets, balconies, entry landings, and stairways.

No dangerous or flammable fluids are to be kept inside the apartment at any time. Where applicable, stored items should be placed at least 3 feet from furnaces and hot water heaters.

The balconies and porches are to be kept neat and orderly at all times. Conventional patio furniture, bicycles, and plants are allowed on the balcony. Inappropriate furniture, kegs, trash, laundry, towels, blankets, clothes, etc. may not be stored on the balcony. In addition, nothing is to be thrown from your balcony at any time. If clean-up is necessary below your balcony, you will be billed for the time and disposal fees.

Railings, balconies, and porches must **never** be climbed over or loosened by anyone. Such action could result in serious injury or death.

Broken windows and doors will be replaced immediately by MSC, at the Residents expense. If screens are torn or pulled from the building, Residents are charged for the cost of repair or replacement. Do not try to enter the apartment through the screened windows and balcony doors. Damaged screens look like easy access to your apartment to people driving or walking by. Please report them promptly to Maintenance at 434-971-6811.

Replacing interior and exterior apartment light bulbs is the responsibility of the Resident. Should you notice any common area lights that need replacing, please call the Maintenance Department at 434-971-6811.

## **PETS**

Please see the property specific policies at the back of this manual pertaining to pet policies. **Please note that any unregistered pet found on the premises will result in a fine of up to \$100.00 per pet applied to your rental account.**

## **WINDOW SAFETY**

In June 2000, the U.S. Consumer Product Safety Commission released safety guidelines to help prevent falls from windows. Management Services Corporation supports window safety and has taken the following precautions to assist Residents in preventing window falls.

Window screens are not designed or intended to protect from falls. Therefore, **window stops will be installed on all windows upon the Residents request**, which will allow Residents to restrict the window opening. It is reported that persons 10 years old and



younger are most susceptible to accidental falls from windows. Please **keep furniture away from windows** to discourage anyone from climbing near windows.

**Window guards are also available for installation at the Residents request and expense.** Window guards screw into the sides of a window frame and have bars set 4" or less apart.

It is the Resident's responsibility to notify management of any window problems or if window stops need to be replaced. Please contact the Maintenance Department at 434-971-6811 if you have any questions or concerns about thumb locks, window safety or additional window protection.

### **SNOW**

Residents are responsible for clearing snow away from their vehicles. As conditions permit we will strive to clear parking lots and sidewalks of snow and ice; however, please use caution whenever there is inclement weather.

### **MADHOUSE**

The clubhouse has four main areas: Clubroom with kitchen and gaming room, exercise room and business center. In order to access the clubhouse you will need to pay a fee and sign for a limited access key fob. Key fobs will only be issued to current Residents, so please bring an I.D. with you to obtain your key. All times listed below are subject to change based on seasonal needs. *Please be aware that all of these areas (including the parking lot) are under video surveillance 24 hours a day to prevent damage and destruction of property, unauthorized use and/or vandalism.*

### **GENERAL POLICIES FOR ALL AREAS:**

- MadHouse is for MSC Residents only.
- The entire building is a SMOKE FREE and ALCOHOL FREE facility. Smoking is only permitted on the exterior of the building. Please extinguish all smoking cigarettes and cigars prior to entering the building in the ash cans provided. Anyone found smoking or consuming alcohol while inside the premises will lose his/her privilege to use the facility.
- Pets are not allowed in any part of the MadHouse.
- Please note that you are responsible for your actions and the actions of your guests whenever you are using the facility. Any damages caused by you or your guests (whether known to you or not) will be billed back to your rental account.
- From time to time the MadHouse may be rented for private functions during which time it will be closed. Please stop by or contact the MSC office should you wish to rent the clubroom and/or theater for private events.
- Please be mindful of other people when using the TV or stereo equipment as to not unreasonably disturb other guests.
- Use of this facility is at your own risk.

- Parking is available for those using the building. Unauthorized vehicles can be towed from the parking lot at the owner's expense.

### **CLUBROOM AND GAME ROOM:**

Unless rented for a private function, the clubroom along with the game room is open daily from 10:00 a.m. to 11:00 p.m. When our office is closed, there will be a clubhouse attendant on-site to monitor the activities and assist you with the equipment.

- In order to use the gaming equipment you will need to bring an I.D. The game balls will be available in the office or with the clubhouse attendant after hours.
- Please return the game balls when you are finished. Note that if you fail to return any equipment, you will be charged for the replacement cost.

### **FITNESS CENTER AND BUSINESS CENTER:**

For your convenience the exercise room and business center will generally be open each day from 6:00 a.m. to 11:00 p.m. We have a few policies set in place to help you maximize your enjoyment of these facilities.

#### **FITNESS CENTER:**

- All participants will need to sign a release form in order to use the fitness center. Keys to the clubhouse limited access door will be provided once the fee is paid and a form is signed.
- Please refrain from using glass containers.
- Limit your use on any one machine to 30 minutes.
- Report any malfunctioning equipment to the office or clubhouse attendant.
- We ask that you abide by any "out of service" signs and refrain from using the equipment until it's repaired.
- When using the TV or stereo, be mindful of other guests in the facility.
- Please bring a towel with you and wipe down the machines when you are finished using them.
- Place all debris in the proper trash receptacles.

#### **BUSINESS CENTER:**

- Keys to the clubhouse limited access door will be provided once the fee is paid and a form is signed.
- Please do not bring food or drinks into the business center.
- Paper will not be provided for the printer so please be sure to bring your own copy or printer paper.
- A fax machine is available for local faxes only.
- Remove all debris from the area when you are finished.

- Please be sure to bring a disk or thumb drive with you to work from and save to. The hard drives should not be used to store your personal work.
- Alterations to the computers, printers and fax are prohibited. This includes, but is not limited to: adding/re-routing cords, power supply, software, hardware, speakers, etc.

*Please note, that we have installed filters on our computers to prevent the use or viewing of pornographic or illicit websites. Any participant found searching or visiting such websites will have his/her privileges revoked.*

We are delighted to be able to offer such a unique and awesome place for our Residents to gather. We hope that you will enjoy your time at the MADHOUSE!

### **ALTERATIONS**

As a Resident, you are prohibited from making alterations, installations (including installation of additional locks or chain latches), repairs or redecoration of any kind to the premises without the prior written consent of the management. This includes painting your apartment. MSC does not intend to unreasonably withhold consent, but may require you to return the premises to its original condition when the Lease term is completed. No signs, lights, satellite dishes, or antenna wires may be installed on the exterior premises or in the windows.

### **ASBESTOS**

The Federal Occupational Safety and Health Administration (OSHA) passed legislation (59 FR 40964 1910.1001) requiring Property Owners/Managers to disclose that certain building materials are presumed to contain asbestos. OSHA deems all thermal system insulation, sprayed or troweled on surfacing materials, and floor coverings installed prior to 1981 to be potential asbestos containing building materials.

This regulation was developed to heighten awareness among employees and contractors working in buildings that may contain asbestos. Asbestos is only a hazard when fibers become airborne through excessive abrasion, impacting, or demolition. Though the regulation's primary function is to protect and inform workers who may potentially impact asbestos, a secondary purpose is to notify Residents about the presumed presence of asbestos in building materials.

As a residential structure built prior to 1981, all thermal system insulation, sprayed or troweled on surfacing materials, and floor coverings in your community and apartment are presumed to contain asbestos. This information has been provided to you so that you will not make alterations to the structure of your residence without the express written consent of Management Services Corporation.

### **WATERBEDS**

Because of the potential for extensive water damage and because of the enormous weight of a waterbed, prior permission must be obtained from your Property Manager

before a waterbed will be allowed on the premises. Proof of insurance is mandatory if permission is granted. Please refer to the policies particular to your property at the rear of this manual for additional information.

### **LEASE RENEWALS**

We appreciate long-term Residents and encourage renewals. We will be contacting you well in advance of your Lease end date to determine if you will be staying in your apartment for an additional year. You will be asked to respond to us by a specified date in order for us to reserve your apartment and remove it from our availability. It is particularly important that we hear from you by the deadline provided, as demand for apartments in the University area is very high. If you have further questions regarding the renewal process, please contact our leasing staff.

### **LEASE-TAKEOVERS, SUBLETS AND SUBSTITUTIONS**

Because of your personal liability and our obligation to act in accordance with The Fair Housing Laws, no advertisement for Lease-takeovers or sublets and no agreement to take over a Lease or sublet are to be done without the expressed written permission of the Management.

**Lease Takeovers:** Residents cannot engage in re-rents or Lease-takeovers without prior written permission from the Landlord. Please contact the Leasing Office for the current policy details if you wish to pursue a Lease-takeover or re-rent.

**Subleases:** Subleases will be signed for anyone wishing to vacate the apartment for three months or less. The subleasing fee will be \$75.00. Once the Sublease terms are determined, MSC will sign the necessary paperwork and complete the transaction to ensure that the new Resident has proper access to all of our services.

Any Resident found to have subleased his/her apartment without notifying MSC of a subtenant and completing the necessary paperwork will be charged a fee of \$250.00.

**Name Addition/Deletion:** Name additions and deletions are allowed during the lease term following policy and rental criteria. Fees may be incurred. Please discuss this process with a Leasing Associate.

### **CONDITION REPORTS**

Please carefully review your Condition Report, which will be given to you upon move-in. This list itemizes permanent imperfections that will not be repaired or billed to you since they existed prior to your taking the apartment. Any changes or additions to the Condition Report must be completed and returned to our office in the MadHouse five (5) days after the date your lease contract begins.

## **VACATING**

Upon termination of this Lease, all Residents shall completely vacate the premises, including the removal of all personal property and furniture at or before **12:00 NOON**. Resident shall turn over to the Landlord the premises and all its fixtures and equipment in good and substantial repair, reasonable wear and tear expected. Resident(s) may request to be present at the time the Landlord inspects the premises to verify the condition of the premises and its content. Residents shall prepare their apartment for inspection according to the Cleaning Guidelines in this manual.

All keys, including knob lock, deadbolt, mailbox, laundry cards, and clubhouse key fobs, as applicable, must be returned to the Management Services Corporation office. Each Resident will be asked to sign a Key Return Form at the time keys are returned and will also be asked to indicate whether or not the apartment has been fully vacated. Upon notice from any Resident that the apartment is no longer occupied, Landlord will assume the right of possession.

Each Resident, upon returning his or her keys, relinquishes all rights and privileges granted under the Lease and returns possession to the Landlord for any and all purposes. These rights include, but are not limited to, parking, use of the swimming pool, use of the clubhouse and right of entry into the apartment. The Landlord may assume that the condition of the apartment at the time keys are returned is the condition in which the Resident intended to leave it. In the event that all keys have not been returned by **NOON** of the termination date of your Lease Agreement, and the apartment has been vacated, possession of the premises will return to the Landlord, and charges for re-keying the apartment will become the Resident's responsibility.

No right of storage is given to Residents after the Lease Agreement ends, and Landlord has no duty to protect the Resident's possessions against loss. Residents will be charged for all costs to remove or dispose of abandoned trash and/or property once the Lease has ended. Any abandoned property will be handled in accordance with the Virginia Residential Landlord and Tenant Act, Section 55-248 38.1. Please see your Property Manager for more specific details of this procedure.

## **SECURITY DEPOSIT RETURNS**

Please review carefully your condition report, which is given to you upon move-in. This list may itemize permanent imperfections in the apartment that **will not** be repaired or considered your responsibility at move-out.

The guidelines that are presented in this manual represent your responsibilities during your Lease Agreement and at move-out. Deductions from your security deposit will unfortunately result when you fail to meet these requirements.

**Management reserves the right to assess the quality of the work you have done, or contracted professionally, at move-out; and deductions may occur as a result of poor cleaning or other work performed by the Resident for move-out.**

Pursuant to the Virginia Resident Landlord and Tenant Act, the return of the security deposit will be issued by one check payable to all Residents if a forwarding address is provided. Therefore, it is the responsibility of the Residents to provide us with a forwarding address of the person that will distribute the funds appropriately between roommates.

Deductions will be made for damages existing at the time of move-out. These damages include, but are not limited to:

1. Holes in walls or wallpaper damage in excess of normal wear and tear, including, but not limited to, damage resulting from adhesives, nail holes, masking tape, hooks, etc.
2. Painting walls back to the original color.
3. Missing or damaged screens or blinds.
4. Damage to doors and windows.
5. Carpet stains, rips, and tears.
6. Damage to hardwood floors.
7. Additional/Excessive cleaning.

### **RESTORATION FEE CLEANING GUIDELINES**

Within 24 hours of moving into the apartment, MSC recommends that you inspect your apartment to assure Cleaning Guidelines have been met.

It is the Resident's responsibility to leave the apartment "broom clean". That means all surfaces are wiped and swept clean. The non-refundable fee pays for the following:

- Steam clean carpets (not to include spot removal or excessive damage)
- Wax & buff hardwood floors (where applicable)
- Touch up painting
- Clean appliances (not to include scrubbing, scraping of food or spills)
- Clean kitchen cabinets & countertops
- Light cleaning of vinyl flooring in hallway, kitchen and bathroom
- Clean bathroom fixtures and countertops
- Two light bulb replacements
- Clean mini-blinds and windows
- Sweep clean balcony
- Clean washer/dryer (where applicable)
- Clean shelving in closets, cabinets, etc.

**The nonrefundable Restoration Fee will not cover the cost incurred by the Landlord for excessive cleaning of the apartment and or the carpets and floors, repairing pet damage, repairing wall damage, painting walls back to the original color, removing trash, debris or personal items, repairing and/or replacing fixtures including but not limited to, mini-blinds, screens, windows, doors, faucets, sinks, lights, cabinets, tile, countertops, and railings. Any excessive cleaning and/or damage will be deducted from the remaining deposit on hand or billed in excess.**

Finally, we understand that no one wants to be charged for repairs. If you have any questions regarding possible charges, please contact your Property Manager.

We hope that the information provided in this Resident Handbook will help to make your residency with us more enjoyable. If you should ever need assistance, please feel free to contact your Property Manager or Marketing Associates.

**Enjoy your apartment!**