

msC *W* *va*

www.livewithmsc.com



Wellington Court

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

Table of Contents

Main Office and Maintenance Phone Numbers	3
Rent	4-5
Emergency Service	6
Insurance	7
Conduct and Noise Complaints	7
Smoke Detectors	7-8
Lock Out Service	8
Vehicles	8-9
Bicycles, Motorcycles	9-10
Window Coverings	10
Hardwood Floor Care	10
Mail	10
Utilities	10-11
Satellite Dishes	11
Trash Disposal	11
Common Area Usage	12
Extermination	12
Grills	12
Appliance and Plumbing	12-14
Safety and Services	14-15
Pets	15
Window Safety	15-16
Snow	16
MadHouse	16-18
Alterations.....	18
Asbestos	18
Water Beds	18-19
Lease Renewals	19
Lease Takeovers, Sublets and Substitutions	19
Condition Reports	19
Vacating	20
Security Deposit	20-21
Restoration Fee Cleaning Guidelines.....	21-22
Property Specific Information.....	23+

OFFICE AND MAINTENANCE
PHONE NUMBERS & OFFICE HOURS

Management Services Corporation
Phone: 434-977-8203
Fax: 434-296-7763
E-Mail: msc@msc-rents.com
www.livewithmsc.com
EHO

Physical Address:
708 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 New Year's Day, Memorial Day, July 4th, 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. 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 and go to the "Resident Services" page. Click "Pay Online". You will be rerouted to RENTPAYMENT, a third party agent that can accept your payment via credit/debit card or electronic check. Please note there is a fee of \$17.95 per payment when using a credit card. There is no charge for using an electronic check. RENTPAYMENT is not linked to MSC in any way. They accept your payment and forward it to our office. They do not know the details of your lease i.e. when it begins and ends. If you choose to set up automatic payments with RENTPAYMENT you will be responsible for closing your account with them.

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. Online or automatic bill paying is not the same as an electronic transaction. Unfortunately, MSC is not able to accept electronic payments at this time.

Rent is considered to be paid when received by the office, regardless of the postmark date. Rent is due on the 1st day of each month for that month (i.e. January rent is due on January 1.) A late fee is automatically charged on the 6th 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 6th 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 occurs, 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. If you would like to purchase your own insurance and opt out of our program you will need to provide proof of coverage one month prior to your new or renewal lease start date (e.g. if your lease starts July 12 you would need to provide proof prior to June 12). If you provide proof after this date you will be removed from our program 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 travels sound.

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 will not be 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 newly remodeled apartments or 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 Ave 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 in a 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 doorjamb 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 for 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 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. Keep the appliance completely clean at all times. 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 and/or illegal 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 to your rental account.
- Please make sure to remove any personal items from the clubhouse/kitchen after your use of the facilities.
- 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 6:00 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.
- Please return the X-box controllers to the cabinet drawer after use.
- Please do not store your user name or password on the X-box gaming equipment. MSC will not be responsible for any unauthorized use of your account.
- 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. A key fob 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 be careful around the equipment with food or drinks and discard of them when you leave.
- 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 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.
- Please keep all the wireless keyboards and mice with the appropriate monitor, do not switch them around. If the mice need new batteries please notify the office or clubhouse attendant.
- 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.

TANNING BOOTH:

- All participants will need to sign a release form in order to use the tanning booth.
- A key is required for access and may be obtained from the office or the clubhouse attendant.
- All participants must wear eye protection, if you do not bring your own goggles the clubhouse attendant or office employee can assist you.
- The tanning booth cannot be used more than 10 minutes within a 48 hour time period. A sign in card will be used to keep track of usage.

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 within five days after you move into your new home.

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 contents. Residents shall prepare their apartment for inspection according to the Cleaning Guidelines in this manual.

All keys, including knob lock, mailbox, deadbolt, 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.

We are only able to return security deposit checks to **one person**. Therefore, it is the Resident's responsibility to provide us with a forwarding address to 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!

POLICIES PARTICULAR TO
WELLINGTON COURT

HARDWOOD FLOOR CARE

Residents 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 flooring with area rugs. This will help reduce noise transference and also to protect the hardwood floors from wear and tear. It is also recommended that you use casters on all furniture to help avoid any scratching of the flooring. In addition, any damages to floors, either by pets or humans, by scratching or bodily fluids, that require repair or replacement will be billed to the resident. Upon vacating the apartment, please sweep and damp mop the hardwood floors, DO NOT wax and buff.

DECKS AND PATIOS

The following items may be kept on your decks: conventional deck furniture, bicycles and plants. Trash, pet food, kegs, grills and other debris should never be stored on decks or patios.

GRILLS

The use of grills or any object containing combustible fuel, such as torches, insect repelling lights, etc. are not permitted. These items can be removed, without notice, at the Resident's expense. Community charcoal grills are located on the lawn near 1118 D and in the lawn area between 1114 and 1116. Please be careful lighting the charcoal and drench charcoal with water before leaving unattended.

MAILBOXES

The mailboxes are located on the left side of the 1118 building. The mailboxes are in two boxes numbered section 1 and section 2. The section and box # will be provided on the move in key envelope. If you have any questions regarding your specific mailbox, please contact your property manager at 434-977-2702.

OCCUPANCY

Taking into consideration the weight of furnishings and the size and spacing of the floor joists, no more than twelve (12) persons should occupy any one room at one time in all

units at Wellington Court Apartments. In the event that damage or harm should occur as a result of failure to observe this policy, the Resident(s) will be held liable.

LAUNDRY

Each apartment home is equipped with a stackable washer and dryer unit. It is the responsibility of the Resident(s) to properly care for such machines. Use only low sudsing detergent such as Tide HE or Wisk HE in powder or liquid form. In order to get best results always use a fabric softener. Repairs should be reported to our Maintenance Department at (434) 971-6811. It is the responsibility of the Resident(s) to clean and maintain the drain and lint screens on their washer/dryer units. Cost incurred due to abuse or excessive wear and tear will be the responsibility of the Resident(s). Please refer to the owner's manual for any questions or instructions you may have.

PARKING

Each Apartment is given a parking sticker, and ***each apartment is assigned one free space*** - this space is numbered to correspond with the resident's address. Therefore, a parking sticker does not guarantee parking beyond a residents' one assigned space. Additional parking is provided for residents who have purchased a valid Wellington Court parking sticker. One sticker per resident is available for purchase. Residents are allowed to park in any unmarked space provided they have obtained a parking permit from our office in the MadHouse each year during August. Because parking is at a premium around the University area, ***MSC reserves the right to lease unmarked spaces on a first come first served basis.***

As we strive to fulfill our resident's parking needs first, guest passes will not be given for any reason at Wellington Court.

Please drive carefully on the property. Park in marked spaces only and never in fire or traffic lanes. In order to protect all residents, towing is unfortunately necessary to keep fire and traffic lanes clear. Any vehicle that is double parked, blocking a dumpster, or impeding the flow of traffic through the parking lot at any time can be towed, without warning at the owner's expense - even with a valid parking sticker. Handwritten passes by you or your guests are not permitted, and offending vehicles are subject to being towed at the owner's expense.

Only a Management Services Corporation representative, Charlottesville Police Officer, or Charlottesville Fire Department official is authorized to tow from unmarked parking spaces, driveways, or fire lanes.

If your vehicle is towed, you should contact Collier's Towing Service at 434-295-4941 or the Charlottesville Police Department to recover your vehicle

PETS

The following pets are welcome at Wellington with the proper fees and addendum (2 pet limit): dogs*, cats, rabbits, and ferrets – no weight limit. Prior to obtaining your pet, you must receive permission from your property manager via a pet addendum, which becomes part of your lease agreement.

***Please note the following breeds of dogs are not permitted:**

German Shepherd, Pitt Bull, Rottweiler, Chow-Chow, Doberman, Wolf Hybrids, or mixed breed thereof.

Upon registering your pet(s), the following fees will apply:

1. A one-time fee of \$150 for one pet or \$200 for two pets, for the privilege of keeping domestic pets on the premises.
 2. An additional fee of \$20 per month for one pet, or \$30 per month for two pets.
- Neither of these fees covers the cost to repair any damages caused by the pet. These fees will not be refunded to the Lessee at any time.

DOGS MUST ALWAYS BE LEASHED AND IN THE PRESENCE OF THEIR OWNER WHEN OUTSIDE. There are marked dog-walking areas and waste receptacles at most properties. Always walk dogs away from the building, and clean up after your pet. If you fail to clean up after your pet, it may result in a fine of \$20 per incident.

Please remember, do not chain, tie, or contain pets on porches, patios, or the common areas. Do not leave pets unattended inside your apartment for longer than 12 hours.

Small caged animals such as hamsters, gerbils, small reptiles, birds, and guinea pigs do not require a Pet Addendum or payment of any fees or deposits.

Aquariums up to 50 gallons are permitted on the first floor and no more than 20 gallons on the 2nd floor.

If you call in a request for maintenance service, be sure to remind our Maintenance Department that you have a pet. It is a good idea to have your apartment exterminated for fleas periodically. MSC can handle this service upon request at the Residents' expense.

POOL

The pool season is typically April through September, weather permitting. Management Services reserves the right to change these dates without prior notice. Please observe all signs with regard to pool opening, use, and hours.

Pool passes are required at all times, in order to ensure full enjoyment of the facilities for our residents. Pool passes may be obtained from our office in Madhouse, located at

780 Madison Avenue. Guests are limited to one per resident. A resident must accompany the guest at all times. The resident is responsible for the conduct of his / her guest. An adult must accompany any person 16 years and under at all times. Glass containers or alcoholic beverages are forbidden in the pool area. Animals are not allowed inside the pool enclosure. Pool rules are posted and must be followed at all times.

The pool rules include the following:

1. No pets allowed.
2. No alcohol or glassware permitted in the pool area at any time.
3. No food or beverage permitted inside the pool at any time.
4. Guest must be accompanied by a Resident. Limit 1 guest per Resident.
5. Use of pool will be at Resident's own risk.
6. Persons under the age of 16 must be accompanied by an adult Resident.
7. No running or rough play.
8. Pool pass required at all times

THERE IS NO LIFEGUARD --- USE OF THE POOL AND POOL AREA IS AT YOUR OWN RISK. NEVER CLIMB OVER THE FENCE TO GAIN ACCESS TO THE POOL. PERSONS FOUND IN THE POOL AREA WHEN THE GATES ARE LOCKED MAY BE PROSECUTED FOR TRESPASSING, WHETHER THE OFFENDER IS A RESIDENT OR NOT. BEING IN THE POOL AREA AFTER POOL HOURS IS A VIOLATION OF YOUR LEASE AGREEMENT. THIS ACTION MAY CAUSE THE RESIDENT TO BE RESPONSIBLE FOR FEES AND/OR POSSIBLE LEGAL ACTION THAT COULD INCLUDE TERMINATION OF YOUR LEASE.

USE OF THE POOL IS A PRIVILEGE ---NOT A RIGHT. PERSONS VIOLATING POOL RULES AND POLICIES MAY BE DENIED FUTURE POOL PRIVILEGES.

SODIUM VAPOR LIGHTS

Exterior lights are wired into the following apartment meters. Residents of these apartments are reimbursed a one-time fee of **\$50.00 per light**, during the months of January or February: **1114 A & E, 1116 C & E, 1118 D, 1120 A, 1122 A, C, F & G.**

TRASH

MSC is proud to offer Single Stream Recycling at your community. All trash collected is taken to van der Linde Recycling Center and sorted so that as much material as possible can be recycled. Dumpsters are provided for resident use to dispose of

household trash. Please put trash IN the dumpster. If you find the dumpster is full, please contact your property manager at 434-977-2702. Do not place trash outside of the dumpster on the ground, as animals will tear the bags and spread the trash. Please do not leave trash bags or other debris outside your apartment entrance. If it is necessary for us to remove the trash, your account will be billed.

WATERBEDS

Because of the potential for extensive water damage and enormous weight of a waterbed, waterbeds are not permitted on the premises.

UTILITIES

Required:

Electricity (Dominion Virginia Power)	888-667-3000
Water/Sewer (The Billing Associates) (Submetering)	855-262-5614

Optional:

Telephone (Century Link)	434-974-6928
	866-304-6820
Cable (Comcast)	800-683-1000

Water/Sewer service is necessary for your home. Each apartment is separately metered. Billing services are provided by *The Billing Associates*.

The Billing Associates is a third party sub-metering company that will be doing the billing for your water, sewer, & trash service. Trash service is billed at \$3 per month, per bedroom. You will be billed monthly, with the first billing beginning approximately 21-30 days after your lease begins. Billing cycles usually run 30 days in arrears. Payments can be made directly to The Billing Associates on-line at www.northwest.thebillingassociates.com

The plumbing configurations at Wellington do not permit us to meter cold water usage per unit. Therefore, **while your hot water charges will reflect your actual use, the cold water usage in your apartment will be based on a Ratio Utility Billing service (RUBS).**

The RUBS billing method involves a fair allocation of the utility costs based upon your actual hot water usage. The percentage of hot water you use in a given period will be used to determine the percentage of the building's cold water that you used you will be billed accordingly. Although it is unfortunate that the plumbing configuration of your community does not support metering of actual cold water usage, we believe that this is a fair method to calculate an average of cold water usage.

You will be responsible for water bills effective the first day of your lease. Utilities are typically billed in arrears since *The Billing Associates* billing cycle follows that of the local utility provider. For example, a billing statement mailed to a resident in September normally reflects usage for the cycle 30-60 days prior. The first billing statement will arrive within 4-6 weeks of move in date. As a result of this lag time, the final bill when a resident moves out will automatically be reduced from their security deposit.

As a reminder, in the event that you need to contact *The Billing Associates* you may contact their customer service department at 1-855-262-5614 or visit their website at for more information: www.northwest.thebillingassociates.com

If you do not receive a bill from *The Billing Associates*, beginning approximately 21-30 days after your move-in, please contact your Property Manager to insure that your account has been set-up correctly. Your Property Manager has access on-line to print your bill if necessary.

MSC will contact *The Billing Associates* to inform them of your lease start date and contact information. Although *The Billing Associates* bills you directly, we monitor resident payments to assure they are made in a timely manner and will follow-up, if necessary on delinquent accounts. Please note that if payments are not made promptly, the amount due will be applied to your rental account after thirty (30) and late fees will be applied in accordance with your lease agreement.

When your lease expires, the Property Manager will notify *The Billing Associates* and print your final statement. We recommend that you do not send any payments to *The Billing Associates* seven (7) days prior to your lease expiration date. Refunds of overpayments from *The Billing Associates* could take from 4-6 weeks to be processed. Any remaining balance on your account will be included in your final billing and will be deducted from your security deposit.