



Brandywine, Woodlane, Woodridge & Linden Lane

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.

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OFFICE AND MAINTENANCE PHONE NUMBERS & OFFICE HOURS

Management Services Corporation P.O. Box 5186, Charlottesville, VA 22905 Phone: 434-977-8203

Fax: 434-296-7763
E-Mail: msc@msc-rents.com
www.livewithmsc.com
EHO

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

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), and Christmas. 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 card or debit card. Please note there is a fee of \$17.95 per payment for the use of this service. 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 account with MSC, nor do they know when your lease 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 a 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 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. <u>Only persons listed on the Lease can make rent payments</u>. 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 <u>WILL NOT</u> 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 prorata 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.

UTILITIES

Electricity must be connected in your name from the day the Lease begins and remain connected until your lease ends. 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.

Required:

-	Electricity (Dominion Virginia Power)	888-667-3000
-	Water/Sewer — City of Charlottesville (Brandywine only)	434-970-3211
-	Water/Sewer - Midway sub metering (Woodlane, Woodridge & Linden Lane)	888-696-3837

Optional:

Telephone (Century Link)	434-974-6928
	866-304-6820
Cable (Comcast)	888-683-1000
Internet (Comcast)	888-683-1000

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 <u>entire</u> voice mail menu before making your selection from the following:

OPTION 1 (voice mail choice 1)

<u>Emergencies</u>: 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)

<u>Semi-emergencies:</u> 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)

<u>Non-emergencies</u> 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

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. 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 <u>presumed</u> 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.

BICYCLES, MOTORCYCLES

Bicycles must be stored inside your apartment or in your storage closet. They may be stored on a balcony if laid down and out of site. 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.

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.

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 <u>must</u> be completed and returned to our office in the MadHouse within <u>five</u> days after you move into your new home.

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. (See section 10 of your Lease.)

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 are noise ordinances in the City of Charlottesville and Albemarle County. We will provide copies of these ordinances 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.

EXTERMINATION

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.

GENERAL CONDUCT

Residents are fully responsible for the behavior and conduct of their guests. It is further expected that the sounds of all stereos, televisions, radios, pianos, and all conversations – both inside and outside the units – will be limited to take into consideration ALL residents. Speakers should be placed off the floor, and the bass, as well as the volume, should be kept low. Alcoholic beverages and their use must be confined to resident's units, balconies, or decks.

GRILLS

The use of charcoal 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.

KEYS & LOCKS

No resident shall alter any lock or install a new lock on any door leading into a unit. Any additional locks, chains, or other safety devices can only be added by the resident with express permission of the Property Manager. In addition, installation of such devices must be performed by a professional locksmith. The Property Manager retains a passkey to each unit. If changes are made to existing locks, the resident must provide the Property Manager with a key for use in case of emergency or routine maintenance.

LEASE RENEWALS

We appreciate long-term Residents and encourage renewals on a regular basis. We will be contacting you well in advance of your Lease ending 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/deletions will be allowed free of charge provided that <u>all parties</u> sign the agreement in the Leasing Office at the same time. However, a fee of \$75.00 will be charged for any separately completed additions/deletions. All residents must complete an application and be qualified to live with MSC. Application fees are required.

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.

MAIL

Mailboxes are clearly marked at the entrance of each property.

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.

PETS

The Management does allow cats. **Cats must stay inside the apartment and be neutered.** A \$250.00 non – refundable Pet Deposit is required and Pet Rent in the amount of \$20.00 per month per cat.

Dogs are NOT allowed. A resident found harboring a dog will be given 24 hours to remove the dog from the premises. Failure to do so could cause the Management to ask that the resident vacate his/her unit. In addition, there will be a flea extermination charge deducted from the resident's security deposit.

RENTERS INSURANCE

It is the resident's responsibility to provide proof of his/her own Renters Insurance. Your Landlord is not responsible for your personal belongings should a leak, fire or other damage occurs in your home. 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! A policy costing only \$100 for an entire year may be enough to cover every item in your home.

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 <u>never</u> 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.

SATELLITE DISHES

BEFORE installation the following conditions and restrictions will apply:

Dishes may not be installed on any common area including walls, outside window sills, roofs, common area balconies or stairwells, lawns, or any other common area.

- 1. Under no circumstances can a device extend the dish or antenna beyond the balcony railing, patio line, or fence.
- 2. No holes may be drilled through the outside walls, roofs, balcony railings, glass, fences, or any concrete patios.
- 3. Management Services Corporation is not required to install a central dish or any other device for Residents who cannot otherwise receive a satellite signal.

- 4. The satellite dish must be a stand-alone system. A Resident may not splice into any existing wires or cable.
- 5. Please visit our office in the MadHouse located at 780 Madison Avenue to read and sign the appropriate Lease addendum. Any satellite equipment must be installed in strict accordance with the Lease addendum.
- 6. Proof of renter's insurance with a minimum of \$300,000 in liability coverage is required.
- 7. An additional security deposit in the amount of \$250.00 and a \$25.00 inspection fee is due prior to the installation of the satellite dish.
- 8. The addendum sets forth satellite installation restrictions in compliance with 47 C.F.R. 1.4000. The restrictions are reasonable and necessary to accomplish legitimate safety objectives. Specific descriptions of the legitimate safety objectives of each restriction included herein are available to the Resident upon request.

All questions about signal reception, installation and cost of satellite dishes should be directed to the provider of your choice. Management Services Corporation does not assume any responsibility for assuring signal reception to any unit or making provisions for or providing costs of satellite service to a Resident.

Improper or unauthorized installation of a satellite dish will be considered a serious breach of Lease and will be handled accordingly.

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 <u>will not</u> 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.

We are only able to return security deposit checks to <u>one person</u>. 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.

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.

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.

<u>Do not disconnect</u> 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.

SNOW

Residents are responsible for clearing snow away from their individual 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.

SOLICITORS

Solicitors are not allowed on the premises. Solicitors should be reported to the Property Manager's Office immediately so that the inconvenience to residents can be minimized.

STORAGE

It is importable for the safety of all residents that flammable items such as paint, gasoline, kerosene, and other solvents NOT be stored by residents; to do otherwise would be in direction violation of the Albemarle County Fire Code (Article F2905.2).

Items should not be stored in heating/air conditioning closets, as this blocks the flow of air and increases the electric bill. Management assumes no responsibility for items stored in these closets.

Stoves/Heaters/Grills
Kerosene stoves and heaters are not allowed.

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 van der Linde Recycling, 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

<u>Brandywine Residents Only</u>: All trash must be removed from Townhomes weekly and stored in garbage totes (provided by owner) until collection. Garbage is collected by the City every Wednesday and must be tagged with the appropriate City trash stickers, which are available at numerous retail locations throughout Charlottesville. Recycling is collected <u>every other</u> Wednesday. Containers must be placed at the curb by 7:00 a.m. and removed by 7:00 p.m. of the same day.

USE AND CARE OF FIXTURES AND APPLIANCES

Things a Resident should know about Heating/Cooling:

- 1. The system can be set at either "Heat" or "Cool".
- 2. When the Temperature Selector is set at a desired temperature, the system will either heat or cool sufficiently to keep at the desired setting, depending on whether it has been set at "Heat" or "Cool".
- 3. The fan switch may either be set at "Auto" or "Fan". On "Auto," the fan will cycle on and off as the system operates to sustain the desired temperature setting. When the fan switch is set "Fan," the blower will operate continuously whether or not the heating/cooling system is in operation.
- 4. To reduce the operation of the system to a minimum for short periods of time, just set the Temperature Selector to the lowest setting (50 degrees) in the winter when the system is selector is on "Heat" or to the highest setting (90 degrees) in the summer when the system is on "Cool". This way, the unit and all the resident's furnishings are protected from extreme weather conditions.
- 5. To completely turn off the entire system, set the "Heat/Cool" switch to the "Off" position and the "Fan" switch to the "Auto" position.

Items should not be stored in the heating/air conditioning closets, as this blocks the flow of air and increases the electric bill. Management assumes no responsibility for items stored in these closets.

DURING THE COLD MONTHS, NEVER TURN THE SYSTEM COMPLETELY OFF BECAUSE OF THE POSSIBILITY OF THE WATER PIPES FREEZING AND BURSTING. If the water pips freeze because the heat was turned off in the unit, the resident will be liable for all resulting damage.

Fans

Use of the kitchen and bathroom exhaust fans to better circulate air will make both your heating and cooling systems more efficient and less expensive to use. In addition, your living area will actually feel more comfortable.

<u>Ceiling Fans</u> – Each unit has been equipped with a high quality ceiling fan. During the warm months, the button should be set to pull the cooler air up from the floor and to circulate that cooler throughout the rooms. In the colder months, the air flow should be reversed so that the warmer air near the ceiling will be blown down and circulated throughout the rooms. The pull chain on the fan will set the speed at either slow, medium or fast. The "ON/OFF" switch is located on the wall.

Care of Fixtures and Floors

The fixtures and floors throughout our units are made of state-of the art fiberglass and acrylic materials and should NEVER be cleaned with harsh or abrasive cleaners. Tubs and shower units are of fiberglass, bathroom sinks and countertops are of acrylic, kitchen sinks are of stainless steel, and bathroom and kitchen floors are inlaid no-wax

vinyl. Use ONLY spray-on soft-scrub or "Bon Ami" brand powder cleansers and nylon or plastic scrubbers on kitchen or bathroom fixtures. NEVER use steel wool soap pads or abrasive cleansers on them. Mild soap and water on specially formulated no-wax floor products ONLY should be used on vinyl floors.

Refrigerator and Freezer

Kenmore Frost-Free Refrigerators have been provided in all units so there should be no need for heavy cleaning or defrosting.

It is suggested that you wipe up all spills promptly, and occasionally wash the interior walls and shelves with a mild solution of baking soda and water to eliminate any odor. The outside porcelain finish requires only MILD soap and water or appliance cleaner to keep it looking nice.

Additionally, the drip pan beneath the refrigerator should be emptied and washed periodically. Residents should keep a drainage plug cleaned under the refrigerator crispers. If a service call is made and a clogged drain is found, the resident will be held responsible for any damages. Use the vacuum cleaner to keep the bottom grill and the space behind it free of lint and dust which would limit the free flow of air to the motor components and thus cause the refrigerator to operate less efficiently.

Refer to your user's manual when setting the dials for the refrigerator and freezer, or any more complicated maintenance problem

Range and Oven

Each unit has been equipped with a Kenmore Range. Again, mild cleaning of all exterior porcelain surfaces is recommended. Never use harsh cleansers or steel wool pads (use ONLY nylon or plastic scrubbers) on the range surface, reflector plans, electric eyes, control panel or oven door glass. Soapy steel wool pads are all right to clean stubborn stain on the oven racks or on the inside of the oven.

Disposal

Continuous-Feed Disposals have been installed in each kitchen sink. Proper use calls for cold, running water to be used to flush away the debris while the disposal in operation. By all means, NEVER USE YOUR HANDS TO FEED ITEMS INTO THE DISPOSAL - Use a wooden spoon, a spatula, etc., instead. For correct operation of the disposal, turn on the colder water a full force, flip the switch on, feed the debris slowly and continuously into the unit, allow the water to run for a few seconds after unit "sounds" empty, and then turn off the switch.

COMMON SENESE is necessary for efficient use of the garbage disposal. Service calls where trouble is found due to silverware, glass, large bones, corn cobs, paper, plastic, or other unreasonable matter will result in charges to the resident for parts and labor.

Dishwasher

Like all porcelain-finish appliances, the exterior surface of your dishwasher should only be cleaned with mild soap or an appliance cleaner. The interior surfaces will automatically be taken care of through continuous use.

USE ONLY AUTOMATIC DISHWASHING DETERGENT. NEVER USE ANY SOAP OR DETERGENT PRODUCT IN YOUR DISHWASHER.

To save electric power, as well as time, detergents, and water, operate the dishwasher only when it is full. For best results, wash water must be able to reach soiled surfaces of each dish utensil. Therefore, load dishes face to the source of the water and load deep items face down. Glasses and small items such as: cups, saucers, longer handled utensils, and dishwasher safe plastic items should be loaded in the upper rack of the dishwasher. Silverware should be loaded in the basked with the handles pointed up. USE your own GOOD JUDGEMENT when deciding whether or not to wash china, crystal, plastic, wood, or metal items in the dishwasher. Most items will be labeled as "dishwasher safe" if they truly are. Antique or hand painted china, fragile crystal, pewter ware, iron cooking pans and skillets, wooden items, some plastic items, and colored anodized aluminum items should be washed by hand rather than in the automatic dishwasher.

It is normal for a small amount of water to stand in the sump at the bottom of the tub at the end of the cycle. The water is clean and keeps the pump primed and the water seal moistened.

<u>Furnace Closet/Hot Water Heater Closet</u> 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.

<u>Electricity outages</u> 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.

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

VEHICLE REGISTRATOIN AND PARKING

Building entranceways must be kept clear. Driving or parking on grassy areas throughout the grounds is subject to a fine or replacement costs after assessments of damages. Parking is provided for two vehicles per unit.

Motorcycles in regular use MUST be parked in the regular parking spaces. Motorcycles are NOT to be stored in storage closets on decks or balconies, in entrance corridors, or within 30 feet of the building (Albemarle County Fire Code, Article F2905.2).

Vehicles in non-operating condition may NOT be kept on the grounds. Commercial vehicles, boats, trailers, and campers may NOT be parked in the lot or on common property except for loading and/or unloading. Car washing is prohibited.

Vehicles in violation of the above rules are subject to TOWING OR REMOVAL WITHOUT NOTIFICATION, AND AT THE EXPENSE OF THE OWNER.

Guests parking is available on a limited basis. Guests are required to place a hand written note on their dashboard stating which apartment they are visiting. Any cars without this note will be subject to towing.

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.

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

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 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, 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.

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. However, newer models with additional water control liners may be allowed ON GROUND FLOORS after inspection by the Property Manager. Please note that waterbeds are allowed ONLY with the EXPRESSED APPROVAL of the Manager.

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.

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.

Enjoy your apartment!

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.