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Turtle Creek

Policies & Procedures Handbook 2024-2025

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

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Table of Contents

ALTERATIONS.....	4
APPLIANCES AND PLUMBING.....	4
ASBESTOS.....	6
BALCONIES AND PATIOS	6
BICYCLES AND MOTORCYCLES	7
COMMON AREA USAGE.....	7
CONDITION REPORTS.....	8
CONDUCT AND NOISE COMPLAINTS	8
EMERGENCY MAINTENANCE SERVICE: 434-971-6811.....	8
EXTERMINATION.....	9
FIREPLACES.....	9
FITNESS CENTER.....	10
GRILLS	10
HARDWOOD FLOOR CARE	10
LAUNDRY FACILITIES.....	11
LEASE RENEWALS	11
LEASE-TAKEOVERS, SUBLETS AND SUBSTITUTIONS.....	11
LOCK OUT SERVICE	12
MAIL	12
NO SMOKING.....	13
OFFICE AND MAINTENANCE PHONE NUMBERS & OFFICE HOURS	13
POOL	14
RENT	14
RENTERS INSURANCE.....	15
RESTORATION FEE CLEANING GUIDELINES.....	16
SAFETY AND SERVICES	17
SATELLITE DISHES	17
SECURITY DEPOSIT RETURNS	17
SMOKE DETECTORS	18
SNOW	19
STORAGE.....	19
TRASH DISPOSAL.....	19

UTILITIES.....	19
VACATING.....	20
VEHICLES.....	21
WATERBEDS.....	22
WINDOW COVERINGS.....	22
WINDOW SAFETY.....	22

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.

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 bathmat 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 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 at.

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 55 degrees to prevent pipes from freezing and bursting.

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.

BALCONIES AND PATIOS

Balconies and patios should be kept neat and orderly at all times. Conventional patio furniture, bicycles, and plants are permitted to be kept on balconies and patios.

No clotheslines or other outdoor drying appliances are allowed at Turtle Creek. Towels, sheets, and clothes should not be draped over balcony railings to dry.

Residents will be asked to remove these and other unsightly items from balconies and patios.

No storage of appliances is permitted on balconies or patios.

The hanging of holiday lights and decorations is only permitted from December 1st to January 31st. The display of holiday lights and decorations is prohibited on balconies or patios at all other times of the year.

Activities on balconies must not interfere with neighboring balconies and patios (i.e., watering plants, shaking out tablecloths, smoking cigarettes, etc.). Nothing should be thrown from your balcony at any time.

Bird feeders are not allowed. The feeding of squirrels, raccoons, or other animals is not allowed.

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

IF ANY OF THE PICKETS OR RAILINGS ON YOUR BALCONY IS LOOSE OR IN NEED OF REPAIR, IT IS YOUR RESPONSIBILITY TO NOTIFY THE MANAGING AGENT. REPAIRS OF THESE CONDITIONS RESULTING FROM NORMAL WEAR AND TEAR WILL BE REPAIRED BY THE ASSOCIATION AT NO COST TO YOU.

BICYCLES AND 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.

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.

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.

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 is a noise ordinance in the County of Albemarle. 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.

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.

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).

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)

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

EXTERMINATION

If you would like to have your apartment exterminated at any time during the year, please call our Maintenance Department at 434-971-6811. 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.

FIREPLACES

Using a fireplace can be a great addition to heating your apartment during the winter months. When using your fireplace, please adhere to the following guidelines:

1. Wood stored inside your apartment must be in a container to avoid stains on the flooring
2. Wood may be stored on decks or porches (where applicable) as long as it is not stacked against the building and it is underlain by a tarp.
3. No trucks are allowed on any lawn to unload firewood.

4. Soft wood, pine or flammable liquids are not to be used in the fireplaces or woodstoves (where applicable).
5. Grates and screens must always be used. Please contact your property manager if your apartment does not have this equipment.
6. Always open the damper fully before lighting a fire. If not open, the smoke can be dangerous
7. Place logs on the grate in the fireplace.
8. When the fire is ready to light, place the fire screen over the entire fireplace opening. Never light a fire without the fire screen.
9. Only after the fireplace and fire are cold should you close the damper. If closed sooner, the smoke can be dangerous.
10. Ashes should be disposed of only after they are cold. Allow a minimum of 48 hours for ashes to cool. Transport the ashes in a metal container and place them in the dumpster/trash receptacle once cool. Do not deposit ashes on the ground outside your apartment.
11. When the fireplace is not in use, please close the damper to avoid loss of heat or air conditioning through the chimney. If you are unable to locate or close the damper or are unsure of its operation, please contact Maintenance at 434-971-6811.
12. Outdoor fires are strictly forbidden.

FITNESS CENTER

The Fitness Center is located in the Clubhouse. Please contact the office for a key to gain entry. A copy of your ID will need to be presented to obtain a key.

Turtle Creek's clubhouse is for use by Turtle Creek owners, renters and accompanied guests only.

The large room of the clubhouse is available for residents' private events by reservation. For a reservation, please call the Managing Agent at (434) 971-1588 on weekdays between 8:00 AM - 5:00 PM. A security deposit is required. Without the express prior authorization of the Board, events held in the clubhouse must end by 11:00 PM. The Association reserves the right to revise the clubhouse use policies at any time.

This entire building is a smoke free facility.

Use of this facility is at your own risk.

GRILLS

The use of grills is not permitted on your patio and/or balcony due to fire hazard and in accordance with local laws.

HARDWOOD FLOOR CARE

Residents of newly remodeled apartments 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.**

LAUNDRY FACILITIES

The Laundry Facilities are located in the Clubhouse. Please contact the office for a key to gain entry. A copy of your ID will need to be presented to obtain a key.

If you should ever find a machine in disrepair, please call the toll free number provided at the Laundry Facility.

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.

Please contact the Leasing Office for the current policy details if you wish to pursue a Lease-takeover or Sublease.

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.

Name Addition/Deletion: Name additions/deletions will be allowed free of charge provided that all parties 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 the end of business day 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 located in the entry foyer and are labeled with the corresponding unit number.

NO SMOKING

All condominiums that we manage at Turtle Creek are non-smoking. In an effort to provide healthful, clean apartment homes for our current and future residents, we do not allow smoking within the apartments. If you must smoke on the property please dispose of your cigarettes safely and in the proper receptacle.

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**

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 6:00 p.m.
Monday – Friday	8:30 a.m. to 5:30 p.m. (June, July, August)
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, and July 4th, Labor Day, Thanksgiving (and the day after), Christmas Eve, 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

POOL

All residents at Turtle Creek are invited to use the two pools on site. Each condominium is allowed up to 2 pool passes. You must sign a Swimming Pool Release and Hold Harmless Agreement and show a copy of your ID in order to obtain a pool pass.

1. Pool passes are required to enter pool areas.
2. All users must sign in at the pool on the sign in sheets provided.
3. No alcohol, food or glassware.
4. Guests must be accompanied by a resident. Limit 2 guests per resident.
5. Use of pool will be at resident's/guest's own risk.
6. No running or rough play.
7. No diving.

No lifeguard is on duty – SWIM AT YOUR OWN RISK.

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 due at the time the fee is charged. 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.

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 simply 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.

We strongly urge you to sign up for Renters Insurance. If you already have auto insurance, it's a snap to add a renter's policy. If you have no insurance and are interested in having a policy, please let us know. We often have brochures in the office from local agents that would be happy to help you.

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.

Upon move out, it is the Resident's responsibility to leave the apartment "broom clean" and complete the tasks listed below:

1. Wipe down all surfaces, sweep all floors and vacuum all carpeting.
2. Removing ALL personal items, including shower curtains, shower curtain hooks, trash, food and debris.
3. Remove all hooks, nails and adhesives from the walls. Any holes should be filled with spackle and sanded so the area is smooth to the touch and ready for touch up painting.
4. Replace any missing light bulbs. The Restoration fee covers 2 light bulb replacements, so make sure you replace any additional bulbs that are out in your apartment to avoid fees.

The non-refundable Restoration 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 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.

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.

SATELLITE DISHES

Satellite Dishes are not permitted at Turtle Creek.

SECURITY DEPOSIT RETURNS

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

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

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

Pursuant to the Virginia Resident Landlord and Tenant Act, the Landlord must list the name of each leaseholder on the check for your security deposit return. MSC will issue one check payable to all Residents. If you specified one Resident's name to return the security deposit to in your lease agreement, then MSC will issue one check payable to the specified person only. It is the responsibility of the Residents to provide us with the forwarding address of the person that will distribute the funds appropriately between roommates.

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.

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.

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.

STORAGE

All Turtle Creek homes are provided with a storage closet off of the balcony or patio area. For the safety of all residents please note that flammable items such as paint, gasoline, kerosene and other solvents not be stored in these closets or anywhere else in the home. Firewood should be stacked neatly within your patio or balcony area in a manner so as not to detract from the general appearance of Turtle Creek.

TRASH DISPOSAL

Dumpsters are provided for trash service. This service is provided **for disposal of household trash only**. 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 County 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

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.

Cable television package is included with rent. Any additional package add-ons are the responsibility of the resident.

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.

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 Restoration Fee 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. Please see your Property Manager for more specific details of this procedure.

VEHICLES

Residents are required to register their vehicles at the Turtle Creek office and to display parking permits on their vehicle. 2 parking passes are available per unit. Resident's guests staying more than a few days should pick up and display in their vehicles a temporary parking permit.

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 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 will be towed if you have a handwritten pass. If your sticker is damaged or vehicle changed, bring your old sticker to our office for a substitute sticker. **You must return your damaged sticker or pay a sticker replacement fee of \$30.00.**

Bicycles must be stored inside your Unit or on your patio or balcony. At no time may bicycles be stored in the entryway, stairwell, or landings of your building. Bicycles may not be stored under any stairs or attached to any railing or part of the building. If a bicycle is found attached to a railing or part of the building, it will be removed immediately, without notice.

Motorcycles, mopeds and motor-scooters must be parked in designated parking spaces – one space per vehicle. Motorcycles, mopeds and motor-scooters must not be stored in storage areas, on patios or balconies, or in entryways. Licensed motorcycles must display a current Turtle Creek parking permit.

No trailers, campers or boats may be parked at Turtle Creek without the prior written consent of the Board of Directors. The parking area adjacent to the maintenance building will be the designated area for parking oversized vehicles, including trailers, campers and boats. Parking in this area is one parking space per vehicle, i.e., vehicles should not be parked horizontally across parking spaces.

No improperly licensed or inoperable vehicles may be parked within Turtle Creek. Any vehicle without a current inspection or without properly inflated tires is considered inoperable and subject to towing without notice.

Car washing and vehicle repair and/or maintenance are prohibited in Turtle Creek.

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
1530 Viola Way
Charlottesville, VA 22902
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.

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 renter's insurance is mandatory if permission is granted.

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.