

King & Queen

A P A R T M E N T S

Rules & Regulations

Professionally managed by:



WILLIAM E. WOOD

KING & QUEEN APARTMENTS, LLC
RULES AND REGULATIONS

Rev. 12/15

THESE RULES AND REGULATIONS ARE MADE PART OF THE LEASE AGREEMENT.

Section 27 of the Lease Agreement requires compliance by Tenant, guests and invitees with the following:

A. GENERAL MAINTENANCE

1. If you have an **emergency maintenance repair**, **first call the emergency maintenance number, (757) 741-7558**
then submit a maintenance request online.
You must leave a message and your call will be returned.
The **emergency maintenance repair number** is **ONLY** to be called to report an **emergency repair issue**.
What is an emergency maintenance repair? It is something that if not **immediately addressed**, would likely **cause damage** to the Dwelling Unit, Premises or **injury** to its occupants.
 1. if there is a **fire**, call 9-1-1, then call the emergency maintenance number;
 2. if there is **an incident involving emergency vehicles or emergency personnel**, call 9-1-1, then call the emergency maintenance number.
 3. if there is **a water problem that may damage the Premises**,
For example:
 - **broken water pipe**: turn the water valve off (if accessible), then call the maintenance emergency number and submit a maintenance request online at **KingandQueenApts.com/maintenance-request/**;
 - **water dripping or coming through the ceiling**: contact the Tenant(s) in the unit above to let them know there is a water problem so they can turn the water off, then call the emergency maintenance number and submit a maintenance request online at **KingandQueenApts.com/maintenance-request/**;
 - **sewer backup**: if you live on the bottom floor and the sewer backs up into the kitchen sink, tell all the apartments directly above you not to run any water in the kitchen or bathroom sink, bathtub or to flush the toilet. Immediately call the emergency maintenance number and submit a maintenance request online at **KingandQueenApts.com/maintenance-request/**.
 4. if you experience an unlawful entry into your **front door or window**, call 9-1-1, then submit a maintenance request online at **KingandQueenApts.com/maintenance-request/**.
2. **All routine, non-emergency, maintenance repair requests must be submitted in writing. This must be done online** through the King & Queen Apartments' website by using the online **Maintenance Request Form** at **KingandQueenApts.com/maintenance-request/**. These requests can also be made electronically via electronic mail or by letter sent via U.S. Mail to Managing Agent.
3. **All routine, non-emergency maintenance repair requests that are made after 4:00pm will typically be responded to on the following business day.**
4. If you **do not have heat** in the Dwelling Unit during the winter months, submit a maintenance request form online.
5. Tenant shall notify Landlord **immediately** when Tenant **first notices** a maintenance issue.
6. If Tenant fails to notify Landlord immediately, and such failure of prompt notice makes the problem worse or causes damage to the Dwelling Unit or Premises, Tenant shall be assessed the cost of repair of the maintenance issue and any subsequent damage caused by Tenant's failure to promptly notify Landlord.
7. **If Tenant notices that water to the toilet is constantly running, or if they notice water on the floor by the toilet, tenant shall turn the water valve off to the left of the toilet and submit a maintenance request.**
8. **Tenant shall notify Landlord if Tenant notices any bubbling, chipped or peeling paint in the Dwelling Unit.**
9. A list of possible maintenance issues, what to do and do-it-yourself repair videos can be found at **KingandQueenApts.com/becoming-a-tenant/possible-maintenance-issues/**.
10. Requested routine, non-emergency maintenance repairs may not be done on weekends.
11. Service calls for repairs resulting from Tenant's neglect, carelessness or abuse shall be charged to the Tenant.
12. Tenant is not authorized to hire maintenance contractors to perform repairs to the Dwelling Unit.
13. Tenant shall not conduct repairs to the Dwelling Unit without written consent from Landlord, and shall not be reimbursed for any unauthorized repairs.
14. Per Section 55-248.27 of Virginia law. Tenant can neither withhold rent for repairs, nor can Tenant deduct the cost

of repairs from rent.

15. Tenant shall not paint, disturb any painted surfaces and shall not make any alterations, redecorations, additions or improvements to Dwelling Unit or Premises.
16. For the health and safety of the Premises, Tenant shall maintain and shall keep all fixtures and appliances in the Dwelling Unit in a clean and sanitary condition.
17. Landlord shall not be held responsible for the loss of food from refrigerator or freezer breakdown, or from loss of power to refrigerator or freezer, and may not offer compensation for such event.
18. Tenant shall be charged for any repairs and replacement of including, but not limited to, windows, glass, and screens when damaged or broken during occupancy. Repairs plus material will be charged to Tenant.
19. Please note that there are no doors to one of the closets in the apartment. It is suggested that Tenant hang a tension rod and curtain to cover the closet, as desired.

Flooring Care & Cleaning

20. Tenant has been supplied with a floor cleaning product to clean the vinyl plank flooring in the Dwelling Unit. Tenant shall use and purchase such product to clean the vinyl plank flooring.
21. Resilient vinyl plank faux wood flooring has been installed in the Dwelling Units in 2015 and 2016, please adhere to the following manufacturer's cleaning guidelines as to not damage the flooring:

CARE & CLEANING DOs and DO NOTs

DOs

- **Sweep or vacuum regularly.**
- **Use cleaning products safe for vinyl planks.**
- **TEST cleaning products before use. Mineral spirits applied to a clean rag can be used for spot cleaning.**
- Use non-staining casters, floor protectors on chair and table legs to distribute furniture weight and protect against scratches and indentation damage. (planks are scratch resistance, not scratch proof).
- Protect your floor against burns. Planks can be damaged by burns from a cigarette, matches, or other extremely hot items.
- Protect your floor from tracked-in dirt and grit particles by using natural-fiber mats at all outside entrances. Take the time to remove any imbedded grit particles from shoe soles before entering the room. Mats with rubber backings can cause permanent discoloration.
- Use caution with stiletto type high heels on your floor, these can cause permanent damage.
- Vinyl planks have good resistance to stains, not affected by most common household spills; however, any spill should be cleaned up immediately. The longer the spilled material is left on the floor, the greater the risk of permanently staining the floor.

DO NOTs

- DO NOT use paste wax or solvent-based polishes.
- DO NOT use abrasive cleansers or mop with soap-based detergents, these products can leave a sticky film on your floor.
- DO NOT track in tar or asphalt from driveways, as this can also discolor vinyl.
- DO NOT/avoid the use of rubber or latex-backed mats, as certain rubber compounds can permanently stain vinyl (Consult the mat manufacturer to determine if the backing is safe for vinyl planks).
- DO NOT expose/avoid exposure to direct sunlight for prolonged periods; this can result in tile discoloration. Excessive temperatures might cause tile expansion or edge curling. During peak sunlight hours, the use of drapes or blinds is recommended especially on patio doors, etc., that receive intense sunlight.

Drain Care

22. **Each Dwelling Unit is issued a plunger at move-in. If Tenant's toilet becomes stopped up, Tenant shall plunge the toilet prior to requesting maintenance services.**
23. **Each Dwelling Unit is issued a Danco Bathtub Hair Catcher at move-in. Tenant shall use and keep the Danco Bathtub Hair Catcher intact and in place in the bathtub drain at all times to avoid clogged drain pipes.**
24. Tenant shall clean the Danco Bathtub Hair Catcher regularly.
25. **If the Danco Bathtub Hair Catcher becomes unusable or deteriorates from use, Tenant shall request a new one from Landlord.**
26. **Each Dwelling Unit is issued a basket strainer for the kitchen sink drain. Tenants shall use the basket strainer when using the kitchen sink.**
27. **There is no garbage disposal installed under the kitchen sink in any Dwelling Units. Do not put any food, grease or solids of any kind down the kitchen sink drain. Tenant may be assessed the cost of any repair associated with not using the basket strainer.**

28. Tenant shall keep all waste pipes clear of food, grease, hair debris and feminine hygiene products. In the event that maintenance is required as a result of clogged drains due to Tenant not maintaining drains properly, including but not limited to, drains clogged by food, debris, trash, hygiene products, paper or waste products, Tenant may be assessed the cost of repair.
29. **Tenant shall not use any plumbing product such as "Drano" to clear drains or pipes as it may damage the pipes. If a maintenance contractor discovers that a chemical drain product such as "Drano" was used and damage was caused to the pipes from its use, Tenant may be subject to the cost of repair.**

Bath Tub Cleaning & Care

30. In 2013, 2014 and 2015, many of the bathtubs at King & Queen Apartments were professionally resurfaced and re-coated by Miracle Method, bringing them to virtually brand new condition.

Before cleaning your bath tub, please review and follow the cleaning instructions below, per the resurfacing company, to avoid damaging the new coating material that was added during the resurfacing process.

- a. **DO NOT USE ANY ABRASIVE, GRITTY CLEANERS SUCH AS AJAX, COMET, ETC. (EITHER IN POWDER, GEL OR LIQUID FORM).**
- b. **Use only non-abrasive, liquid cleaners such as Formula 409, Lysol Tub/Tile Cleaner, or Scrubbing Bubbles on your refinished tub or shower.**
- c. **For best results, spray the surface and let it penetrate for 3-5 minutes before scrubbing with a plastic cleaning pad or brush designed for use on Teflon surfaces.**
- d. **Do not allow any after-shower cleaners to remain on surface for any extended period of time.**
- e. **Rinse thoroughly and wipe the surface with a soft sponge or cloth.**

Trash

31. Tenant shall dispose of all garbage, trash, debris and recycling materials in the designated dumpster or recycling receptacle.
32. Tenant shall remove all garbage, trash and rubbish from the Dwelling Unit in a clean and safe manner. Trash must be wrapped or placed in plastic trash bags and tied before taking it to the dumpster.
33. Tenant shall not permit any garbage, trash or debris, including cigarette butts, to be disposed on or to be left outside of Dwelling Unit or on the Premises, parking area, porches or walkways. Tenant is responsible for cleaning up any of these items that are not disposed of properly. Tenant shall be charged a service fee for the disposal of such items left by Tenant in any area other than the designated dumpster.
34. The dumpster is only to be used for ordinary trash, garbage and rubbish from Tenant's Dwelling Unit.
35. No garbage, trash, debris or furniture shall be placed outside of, or against, the dumpster.
36. All cardboard boxes must be broken down before disposal in the recycling receptacle.
37. **Tenant shall obey the "Dumpster Rules" displayed on dumpster.** The "Dumpster Rules" are:
 - a. Tenant's use ONLY; violators will be prosecuted .
 - b. Digging or scavenging is prohibited.
 - c. Do not put trash against dumpster.
 - d. Please recycle; use recycling container.
 - e. Do not put empty cardboard boxes in dumpster; break down and put into recycling container.
 - f. Prohibited items in or next to dumpster:
 - No appliances, air conditioners, vacuums, mattresses, box springs, furniture, rugs and carpet, auto batteries, rugs, oil, petroleum products, paint, flammable or toxic materials.
38. **Regular trash collection is on Thursdays.**

Recycling

39. **The recycling receptacle is only to be used for recyclable materials from Tenant's Dwelling Unit. Recyclable items are posted on the exterior of the recycling receptacle. Per Bay Disposal, these items include:**
 - Cardboard and Paperboard Boxes (including cereal boxes without liners) **PLEASE BREAK DOWN ALL CARDBOARD BOXES.**
 - Newspaper (including all inserts), Magazines, Catalogs and Junk Mail
 - Brown Paper Bags (kraft)
 - Glass Bottles and Jars
 - File Folders
 - Post It Notes
 - Computer Printouts, Office Paper (white and colored, including typing, fax, copy, letterhead, NCR)
 - Envelopes (manila, regular & windowed)
 - Books (including paperbacks, textbooks, softbacks and telephone books)
 - Cartons and Aseptic packaging (such as milk and drink cartons)

- Tin/Steel Cans
- Empty Aerosol Cans
- Non-metallic wrapping paper
- Narrow-neck plastic containers (other than for motor oil) carry plastic resin identification code #1, #2 and #5
- #1 Plastic bottles (Water and soda)
- #2 Plastic containers (Milk and detergent)
- #5 Plastic containers (Butter and yogurt tubs)
- Wide-mouth containers such as peanut butter, margarine/butter tubs, yogurt, cottage cheese, sour cream, mayonnaise, whipped topping, etc.
- Aluminum food and beverage containers, Aluminum Foil and Aluminum Pie Pans (ONLY small trace of food residue is ok)

A short list of what **materials are to not be put into the recycling receptacle** includes:

- Any material with substantial food debris (small trace amounts of food residue is ok).
- Batteries of any kind.
- Styrofoam of any kind.
- Light bulbs of any kind.
- Mirrors, window or auto glass, porcelain, ceramics, glass cookware/bake ware, microwave oven trays, drinking glasses, perfume/cologne bottles.
- Wood or Yard Waste.
- Coat hangers, Wire.
- Household items such as toasters, cookware, bake ware, electronics, appliances, etc.
- Hazardous or toxic substances.
- Items containing or having debris and residue containing hazardous or toxic substances such as paint cans with wet paint, motor oil containers, gasoline cans, glue, petroleum products, etc.

40. Recycling collection is on Wednesdays.

B. SAFETY AND SECURITY

General Safety

1. Landlord cannot guarantee the safety and security of the Premises at all times. Tenant is responsible for their personal security and the safety of their belongings on the Premises and in their Dwelling Unit.
2. **During an extended absence in excess of seven (7) days (i.e. Winter Break, Spring Break and during summer months), Tenant shall:**
 - a. Turn off all interior lights, including min-lights, string lights, rope lights and Christmas/Holiday lights,
 - b. Remove all window fans from windows,
 - c. Fully close and lock all windows that do not have installed window air-conditioners in them,
 - d. Lock the front door,
 - e. During cold months, turn heat to 50 degrees,
 - f. During warm months, turn air conditioning Dwelling Unit(s) off and remove all window fans.

Violations of this provision will be considered a breach of the Lease Agreement. Landlord reserves the right to enter the Dwelling Unit and charge a maintenance fee if this provision is breached.

3. Due to the risk of injury and property damage, Tenant is prohibited from planning and/or participating in events and activities that involve the use of water and water devices on the Premises or within or adjacent to their Dwelling Units (i.e. water balloons and water guns).

Electrical Safety

4. Tenant shall not remove or tamper with light bulbs on porches and landings on the Premises.
5. Tenant shall not hang or install any lights on the exterior of the Dwelling unit or on the Premises, including the outside of their windows or doors.
6. If Tenant notices that there is no power to a particular light fixture or receptacle in the Dwelling Unit, the Tenant shall check to see:
 - a. if the light bulb has blown,
 - b. if the wall switch at the front door or bedroom door is in the "off" position (the wall switches control power to outlets in the respective rooms),
 - c. if the bottom button on the face of a Ground Fault Interrupter outlet located in the kitchen, bedroom and/or living room has been tripped, or
 - d. if a fuse has blown in the fuse box, or if a circuit breaker has 'tripped' and switched to the "off" position

prior to requesting maintenance services from the Landlord for electrical issues. Tenant may be charged for any unnecessary maintenance call associated with this provision.

7. Permanent electrical circuits and receptacles cannot be changed or altered by Tenant, or anyone who has not been authorized to do so by the Landlord.
8. Appliances, lamps, power cords and other electrical equipment with damaged, worn, spliced, cracked or frayed cords and plugs cannot be used or must be replaced.
9. All light fixtures, provided by and used by Tenant, must use only light bulbs of type and wattage as recommended by the manufacturer. Lamp shades must also meet manufacturer specifications for the specific fixture.
10. At move-in, all ceiling and wall light fixtures are to be equipped with the proper light bulbs. Tenant shall be responsible for replacing any non-working light bulbs in their Dwelling Unit during the Lease term at Tenant's expense.
11. When a light bulb burns out, Tenant shall replace the bulb in the light fixture with a like-kind bulb. The bulbs in the fixtures in the Dwelling Unit are and must be 60-Watts, if incandescent, or the equivalent, if using a compact fluorescent (CFL) or LED.
12. Tenant shall not use an incandescent light bulb greater than 75-Watts in any ceiling or wall light fixture while occupying the Dwelling Unit.
13. Electrical cords or other communication cables may not be installed under carpets, hung over nails or run through doorways and windows.
14. The following are prohibited in Dwelling Units:
 - a. multi-plug adapters (the type that are affixed directly to the wall outlet);
 - b. cube adapters;
 - c. non-fused plug strips or power strips;
 - d. items such as air fresheners that include an outlet on them.
15. Grounded, relocatable power strips or surge protector strips with heavy duty cords and a "reset" switch are the only allowable receptacle extensions from wall outlets. Each power tap will be connected directly into a wall receptacle and they shall not be plugged into one another, meaning not into another power strip.
16. Non-fused extension cords and flexible cords are prohibited.
17. No power cord, of any type, shall be extended through walls, ceilings or floors, or under doors or floor coverings, nor shall any cord be subject to environmental damage or physical impact.
18. **If an extension cord is required for an air-conditioning unit, Tenant shall use a 12-gauge major appliance air-conditioner extension cord to handle the electrical load from the air-conditioning unit.**

Fire Safety

19. **A fire extinguisher is located at the second floor of each building (between apartments 7 & 8 and 19 & 20).**
20. Tenant shall not tamper with the fire extinguisher cabinet or fire extinguisher unit and shall only use in the case of a fire emergency.
21. Smoking is not allowed in the Dwelling Unit. Tenant shall be charged for any damage caused to the Dwelling Unit from smoking inside the Dwelling Unit, including burns, smell and discoloration of paint.
22. OPEN FLAMES (from any source) and burning materials of any kind are absolutely prohibited on the Premises and in any Dwelling Unit.
23. Tenant shall not wrap aluminum foil around the range drip pans. Foil can trap heat or melt, resulting in damage to the product and a shock or fire hazard.
24. Tenant will not use or keep the following in the Dwelling Unit or on the Premises: explosives, cotton samples, burning fluid, camphene, kerosene, fuel of any kind or other easily flammable material and shall not otherwise permit anything to be done on the property or Premises which will in any way increase the rate of fire insurance on the property, or in any way conflict with any ordinance, rule or regulation of any governmental authority having jurisdiction over the Premises.
25. Storing, keeping, or using gas, charcoal, or open burners of any sort (as well as the fuel that they use) or any other cooking device not designed for indoor use is prohibited anywhere on the Premises, including within the Dwelling Unit, or on landings, patios, porches or balconies.
26. The integrity of all ceilings, floors and walls must remain intact and not be disturbed.
27. All ceiling and wall light fixtures, as well as, any lights provided by Tenant, must have proper globe, shade or deflector in place.
28. Tenant shall keep personal items away from any light fixture.
29. Additional wall coverings (e.g. paneling, wallpaper, contact paper, etc.) shall not be installed by Tenant.
30. Wall hangings cannot contact electrical outlets or come closer than 12 inches from a heating unit.

31. All ceiling decorations are prohibited.
32. Window decorations, such as drapes and blinds, other than the shades furnished by Landlord, may be used, but must carry a recognized fire rating and be constructed of fire retardant material.
33. Dwelling Units must be kept uncluttered and access to the doors clear.
34. Per Section 110 of the Virginia Statewide Fire Prevention Code, the means of egress, the stairways, porches and landings must remain clear and unobstructed. Obstructing these means of egress is not permitted. Bicycles, trash, furniture, boxes, or other items may not be placed on porches, landings or stairwells at any time.
35. At no time may the maximum capacity restrictions of a room or Dwelling Unit on the Premises be exceeded.

[Section 1001 of the Virginia Statewide Fire Prevention Code](#) states:

"1001.3 Overcrowding. Overcrowding, admittance of any person beyond the approved occupant load established by the [Uniform Statewide Building Code] USBC or other building code under which the building was constructed, or obstructing aisles, passageways, or any part of the means of egress shall not be allowed. The fire code official, upon finding any condition that constitutes a life safety hazard shall be authorized to cause the event to be stopped until such condition or obstruction is corrected."

36. None of the following items are allowed on the Premises:
 - a. No electric heaters. If there is an issue with heat in the Dwelling Unit, Landlord will provide temporary heater(s).
 - b. Kerosene or other non-electric portable heaters;
 - c. Kegs;
 - d. Water beds;
 - e. Grills of any kind;
 - f. Candles;
 - g. Fireworks;
 - h. Live Christmas or Holiday Trees

Renter's Insurance

37. All personal property placed in or about the Dwelling Unit or the Premises shall be at the sole risk of Tenant or the parties owning the same, and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. Landlord is not an insurer of Tenant's person, property or security. Tenant shall obtain an HO-4 insurance policy (commonly referred to as "renter's insurance"), which shall meet the following terms and minimum coverage limits:
 - a. Is solely in the name of the Tenant named on the Lease Agreement. If more than one un-related Tenant is residing in the Dwelling Unit, a separate liability policy must be purchased in the name of each Tenant residing in the Dwelling Unit covering the personal property of each Tenant.
 - b. Names both Landlord and Managing Agent as interested parties.
 - c. Includes loss of use coverage.
 - d. Includes a minimum liability coverage of \$300,000.
38. No possession of the Dwelling Unit and Premises will be granted until Tenant provides proof that such HO-4 renter's insurance policy has been purchased. If more than one un-related Tenant is residing in the Dwelling Unit, no possession shall be granted until both Tenants provide proof that such HO-4 renter's insurance policy has been purchased in the name of each Tenant residing in the Dwelling Unit.
39. Tenant shall maintain such HO-4 policy in full force and effect for the full term of the Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance.
40. Except to the extent that it may be required by Virginia law, Landlord shall not be liable for any bodily injury or property damage suffered by Tenant or Tenant's guests or invitees either in, on or near the Dwelling Unit or Premises including, but not limited to, the public street or public or private parking places. Tenant should be responsible for its own and its guests' and invitee's security and property.

Property Damage Loss Waiver

41. Landlord has purchased a Renter's Legal Liability (RLL) *Property Damage Loss Waiver*® (*PDLW*®) liability program on behalf of Tenant, which covers Landlord's property in the event of one of five perils are caused by the negligence of the Tenant. These perils include damages to Landlord's property due to fire, smoke, explosion, water discharge and Tenant-induced sewer back-up.
42. The *PDLW*® program premium is included in the Rent.
43. The *PDLW*® program is not personal property insurance coverage and does not cover theft, personal injury or other protections provided by a Tenant-owned, traditional renter's, or HO-4, insurance policy.
44. The Landlord's purchase of *PDLW*® program on behalf of Tenant neither changes Tenant's obligation to acquire a Tenant-owned, traditional renter's, or HO-4, insurance policy, nor does it replace an HO-4 policy.

45. Tenant shall be responsible for paying the \$250.00 deductible for any tenant-caused perils covered by PDLW program.

C. **KEY CODES, LOCKS AND LOCKOUTS**

Key Codes and Locks

1. Dwelling Unit doors are equipped with a smart, touch screen or key pad deadbolt that is operated by an access code.
2. The smart, touch screen or key pad dead bolts are reprogrammed with a new access code prior to Tenant moving into Dwelling Unit.
3. Tenant shall be assigned a secure access code at the date of occupancy.
4. **Tenant, or Tenant's designee, shall pick up access code to the Dwelling Unit from the Howard Hanna William E. Wood Property Management Office, 5208 Monticello Avenue, Williamsburg, VA. 23188 between 9:00 AM and 4:00 PM, Monday through Friday, excluding holidays.**
5. Tenant shall sign for, acknowledging receipt of such access code.
6. Tenant shall not add any additional locks, including padlocks or keyed locks, to any door in Dwelling Unit, or change existing locks, without written permission from the Landlord.
7. It is Tenant's responsibility to notify Managing Agent, in writing, if the low battery indicator light flashes on the unit. If Tenant does not notify Managing Agent regarding the low battery indicator light and the smart, touch screen or key pad deadbolt becomes inoperable, thereby preventing Tenant from accessing the Dwelling Unit, Tenant shall be responsible for accessing the Dwelling Unit as noted in Section C. 13.
8. Smart, Touch Screen or Key Pad Deadbolts:
 - a. **Instructions on how to operate the smart, touch screen or key pad deadbolts can be found at the King & Queen Apartments website, KingAndQueenApts.com.**
 - b. Tenant, when leaving the Dwelling Unit, shall lock the Dwelling Unit door behind them.
 - c. The only means to lock the door to the Dwelling unit is a smart, touch screen or key pad deadbolt and Tenant must use the smart, touch screen deadbolt to lock and to unlock the door.
 - d. To unlock the deadbolt, Tenant must use the key code they were issued by Landlord.
 - e. The only way Tenant can become locked out of the Dwelling Unit is to either:
 - i. Forget the key code that was issued to them, or
 - ii. Allowed the battery to die, even after the low battery indicator had notified Tenant that the battery is low, thereby causing the smart, touch screen or keypad deadbolt to become inoperable.
 - f. Neither Landlord, nor Managing Agent, provides a "lock-out" service to Tenants who are locked out of their Dwelling Unit.
 - g. In the event that Tenant becomes locked out of their Dwelling Unit, Tenant shall either:
 - i. Contact roommate for access code, or
 - ii. Contact a locksmith or lockout service to unlock the deadbolt to gain access to the Dwelling Unit. Tenant shall pay Locksmith directly and immediately at time of service. Please refer to KingAndQueenApts.com for a list of recommended locksmiths, or you may use any locksmith you prefer.
 - h. Neither Tenant, nor locksmith or lockout service, has the authority to unilaterally change or rekey the deadbolt lock. Upon regaining access to the Dwelling Unit, Tenant shall contact Managing Agent, in writing, that Tenant has regained access to the Dwelling Unit.

Low Battery Indicator & Inoperable Smart, Touch Screen or Key Pad Deadbolt

13. If Tenant does not notify Managing Agent, in writing, when the low battery indicator light flashes on the unit and the smart, touch screen or key pad deadbolt becomes inoperable, Tenant shall contact a locksmith or lockout service to unlock the deadbolt to gain access to the Dwelling Unit. Tenant shall pay Locksmith directly and immediately at time of service.

Forgotten or Changing Access Codes

15. If Tenant forgets their key code or requests that their key code be changed, Tenant must submit such request, in writing, to Managing Agent before such change can occur.
16. If such request is needed outside of normal business hours (**9:00 AM and 4:00 PM, Monday through Friday, excluding holidays**), Tenant shall contact a Locksmith or lockout service to regain access to the Dwelling Unit and submit a maintenance request online at **KingandQueenApts.com/maintenance-request/**. **The access code will be changed the following business day and Tenant shall be notified, in writing, of such change.**
17. If such request to change the key code to the smart, touch screen or key pad deadbolt is made after normal business hours (9:00 AM and 4:00 PM, Monday through Friday, excluding holidays),

16. If there is more than one Tenant living in the Dwelling Unit, the access code for both Tenants will be changed.
17. Tenant may be assessed a \$25.00 fee for such change.

Maintenance and Management Access

18. **For security purposes, it is Landlord's policy for all management, maintenance and service personnel to lock every Dwelling Unit door upon leaving the Dwelling Unit, whether the door was found locked or unlocked.**
19. It is not the responsibility of Landlord if, when the Dwelling Unit is left unlocked by Tenant and the Dwelling Unit is then serviced by maintenance personnel and, subsequently, Tenant becomes locked-out of their Dwelling Unit.

D. USE AND OCCUPANCY

Move-In

1. At move-in, the following items are in the Dwelling Unit for Tenant's use and reference:
 - a. Air-conditioner drip pan(s).
 - b. Window screens (both large and small).
 - c. Small bathroom trash can,
 - d. Danco Bathtub Hair Catcher and, if applicable, bathroom sink drain screen.
 - e. Flange plunger,
 - f. 409 all-purpose cleaner,
 - g. Scrubbing Bubbles cleaner,
 - h. Floor cleaner safe for vinyl plank flooring
 - i. Cleaning sponges,
 - j. Mr. Clean Eraser,
 - k. Kitchen sink basket strainer,
 - l. 2 ice trays,
 - m. Directions to installation/uninstall a window air-conditioner.
 - n. Annual Smoke Detector Inspection Certificate.

Intra-Community Transfer

2. If at the end of any lease period, Tenant, while living on the Premises, wishes to sign a new lease and transfer from one Dwelling Unit to another, Tenant may be permitted to do so with prior consent of Landlord and under the following specific circumstances:
 - a. Transferring Tenant shall pay a non-refundable, turnover/transfer administrative fee of \$100.00 at the time the new (transfer) Dwelling Unit is reserved.
 - b. Transferring Tenant can request a particular Dwelling Unit; however, Management will not know which Dwelling Units will become available until on or, possibly, before January 22nd. Management will not put a 'hold' on a specific Dwelling Unit for Transferring Tenant, but it is recommended that Transferring Tenant communicate with Management, in writing (via email) early to be put on a waiting list. Dwelling Units are leased on a first come, first served basis.
 - c. Transferring Tenant must sign a lease extension agreement to extend the current lease to on or around 12:00 NOON on June 1st. The new lease period for the new Dwelling Unit will begin on or around June 1st and will end on May 22nd.
 - d. Transferring Tenant must submit a new Security Deposit and sign a new lease to secure the new Dwelling Unit.
 - e. New applications for Transferring Tenants are not necessary if there are no changes in the Tenant or Rent Guarantor Applications submitted; the existing Application for Tenancy and Rent Guarantor Application will transfer to the lease of the new Dwelling Unit.
 - f. Any damage repair and/or replacement costs to the existing Dwelling Unit beyond reasonable wear and tear will be charged separately to Tenant's account and will be deducted from the Security Deposit..
 - g. Transferring Tenant shall pay for preparing the existing Dwelling Unit apartment for the new tenant moving in.
 - h. Transferring Tenant shall adhere to all normal move-out procedures noted in Section K of these Rules and Regulations when moving out of the existing Dwelling Unit and transferring to the new Dwelling Unit.

Occupancy Standards

3. All of the Dwelling Units on the Premises consist of one (1) bedroom of 146 square feet (13.6 m²); the maximum number of occupants is two (2). Square feet is calculated from baseboard to baseboard, not including closets.

General

4. Tenant shall not place or permit to be placed any items, articles or apparatus including, but not limited to, flower pots, clothing, blankets, sheets, towels, door mats, pumpkins, or furniture such as, but not limited to, sofas, chairs or futons on the windowsills, railings, porches or landings.

5. Tenant shall maintain temperature controls on the refrigerator and freezer at medium settings. In the event that the refrigerator/freezer becomes inoperable as a result of Tenant violating this rule and maintenance is required, Tenant shall be assessed the cost of repair.
6. Tenant shall install and use a plastic shower curtain liner to prevent water damage to the bathroom walls and floor. Tenant is responsible for any water damage caused by not installing or correctly using a plastic shower curtain liner.
7. **To avoid pests in the Dwelling Unit, Tenant shall:**
 - a. Keep the kitchen countertop, sink, drain, backsplash, cabinets, floor and appliances, especially the oven and stovetop, free of any food and grease. Grease is a special problem that can be difficult to clean. Pests feed on grease film with gusto.
 - b. Clean oven hoods and walls next to stoves and where frying pans have been used.
 - c. Clean under and behind the refrigerator and under the range (the bottom drawer can be pulled out to access the floor underneath the range).
 - d. Tightly reseal opened food packages. If original package does not reseal tightly, place the food product in a container that will. Pests can chew through paper, cardboard or thin plastic. Open food should not be left out overnight!
 - e. Not leave dishes in the sink with water in them. Remove water from food dishes overnight. If it is impossible to clean them immediately, leave them soaking in a sink full of soapy water.
 - f. Clean all spills, especially those on countertops, the floor or on furniture. Spilled food leaves a residue that attracts pests.
 - g. Place soiled clothing in an area that not readily accessible to pests and empty trash cans frequently.
 - h. Check dishes under plant pots and make sure there is no standing water in the dishes. Also, place a layer of gravel over the soil in plant pots to cover exposed, moist soil.
 - i. Re-organize and eliminate any clutter in the dwelling unit. These are pest-hiding places.
8. No items may not be screwed, nailed, bolted or glued to the walls, doors, including the front door or screen door, or woodwork in the Dwelling Unit. This includes poster putty, poster foam, glue, Scotch tape or Duct tape. If Tenant uses such items and they are left on the walls or doors, or if their use causes large holes or damage to the walls or doors, Tenant shall be charged the cost to remove, patch and paint the damaged areas. The use of 3M brand removable products is suggested.
9. Tenant shall not place or permit to be placed any signs, flags, decorations or displays of any sort on the front door, screen door, or in or on the windows of the Dwelling Unit.
10. Tenant shall not affix or suspend any advertisements or notices upon or from any part of the Dwelling Unit or Premises without the prior written consent of Landlord.
11. Tenant shall not place or permit to be placed any item on the Premises that diminishes the appearance of the Premises as determined solely by the Landlord.
12. Landlord provides roll-up shades for the windows. Tenant shall not remove, replace or interfere with the shades provided. If Tenant hangs drapes or curtains, the drapes or curtains must be hung on the interior side of the shade ONLY, thus leaving the shades provided hung at the front and against window.
13. Tenant shall not throw any item or article from the windows, doors, porches or landings.
14. Tenant shall not place or permit to be placed any wires, cables, aerials, antennae, satellite dish or similar apparatus upon the roof or any other part of the building. Tenant is not permitted to repair, replace or upgrade any wires, cables or related apparatus.
15. Tenant shall not use paint, spray paint, chalk, spray string or glitter of any kind, in the Dwelling Unit or on the Premises including, but not limited to, stairways, porches, landings and parking lot. Tenant shall be responsible for the cost to repair of any damage due to the use of these items in the Dwelling Unit or on the Premises.
16. Tenant shall not shake or clean dust mops, clothing, tablecloths, rugs, vacuum bags or similar items from the windows, porches or landing areas.
17. The following areas are off limits:
 - a. Carport.
 - b. Area behind privacy fence.
 - c. Flat roof over office.
18. No car washing or cleaning is allowed on the Premises.

Smoke Detectors and Fire Suppressants

19. The Dwelling Unit is equipped with two (2) smoke detectors. Tenant shall not handle the smoke detectors in any manner. Tenant shall be charged \$250.00 fee, per violation, for tampering with a smoke detector.
20. Tenant shall notify Landlord immediately if a smoke detector ceases to function properly or if it begins to beep

intermittently due to a low battery.

21. Tenant shall not handle the stovetop fire extinguishers in any manner. Tenant shall be charged a fee of \$250.00, per violation, for any tampering with a stovetop fire extinguisher.

Mail and Package Delivery

22. In order for any mail or packages to be properly delivered, the mail or packages must have the following legibly written on them:

- a. the name of the Tenant currently living on the Premises;
- b. the proper Dwelling Unit number on the mail or package.

If neither is properly indicated, the mail or package is subject to be returned to sender.

23. **Landlord is not responsible for any mail or packages left at the Premises, including mailboxes, porches, sidewalks and landings, including mail or packages that do not indicate the proper Dwelling Unit number in the address.**

24. Landlord is not responsible for the acceptance of any packages, furniture, items or articles, on behalf of Tenant, that are delivered to the Premises.

25. Tenants are responsible for checking and emptying their mailbox on a regular basis. Landlord is not responsible if Tenant allows their mailbox to become so overloaded with mail that the mail carrier is unable to continue to deliver mail to the mailbox, and the undeliverable mail is returned to sender.

Pets and Animals

26. If Tenant permits an unauthorized animal in or on the Premises or into the Dwelling Unit, including mammals, reptiles and birds, in addition to the Unauthorized Pet Fee listed in Section 1(h), tenant shall be liable for any damage caused by the animal, including, but not limited to, any carpet which needs to be professionally cleaned and deodorized and/or replaced, any flooring which needs to be cleaned or replaced, and any pest

27. Treatment and extermination. Tenant shall remain liable for dormant infestation and latent pet odor (including extermination costs and floor repair, as necessary) for thirty (30) days after the pet is removed from the Premises and the required extermination and cleaning are complete, even if prior to that time the Security Deposit has been returned to Tenant.

E. HEATING AND AIR-CONDITIONING

Heating

1. The Dwelling Units on the Premises are heated by a central heating system.
2. Heat to the Dwelling Units will be turned on or around October 15th, but no later than November 1st of each year, and will be turned off on or around March 15th.
3. The heating system will be turned on by November 1st, regardless of weather.
4. The heat usage in each apartment is determined by a run time meter. When the central heating system has been turned on and the fan/blower to the heating unit in the Dwelling Unit is running, the meter calculates the heat usage time inside the Dwelling Unit. Keep in mind that each Dwelling Unit is individually charged for its usage.
5. Each Dwelling Unit may be charged a ratio utility billing ("RUBs") base fee while the heating system is turned on.
6. Each Dwelling unit is equipped with a digital thermostat. **For instructions on how to operate the thermostat, please visit the King & Queen Apartments website, KingandQueenApts.com.**
7. Furniture or wall hangings shall not cover the air return grille to the heating system located on the wall in the living room of the Dwelling Unit.
8. Tenant shall not use their own electric heater(s). During the colder months, if there is an issue with heat in the Dwelling Unit, Landlord may provide temporary heater(s) for Tenant's use.

Air-Conditioning

9. Dwelling Units are not equipped with central air-conditioning.

10. Window Air-Conditioners

Tenant is permitted to have no more than two (2) window air-conditioning units in the Dwelling Unit so far as they meet the following specifications and Tenant adheres to the following:

- a. **Window air-conditioners are to be installed and removed either by Landlord's approved contractors at Tenant's expense or in accordance with the installation and removal guidelines found at KingandQueenApts.com.** If Tenant hires Landlord's approved contractor to install the air-conditioning unit, Tenant shall either pay contractor directly at time of service or the cost of service shall be due to Landlord as additional rent.
- b. The names of Landlord's approved contractors are on the King & Queen Apartments website,

KingAndQueenApts.com.

- c. Tenant shall purchase, at Tenant's expense, or use, only those air-conditioning units that meet the following specifications:
- **Draws no more than 9 Amps / 115 Volts.** This will prevent an overload on a 15 Amp circuit. Tenant should also be aware that using multiple appliances (such as a blow-dryer and curling iron) at the same time, on the same circuit, will likely blow a fuse or trip a GFCI receptacle, especially on the same circuit as an air-conditioner. If a fuse is blown or a GFCI receptacle "trips", meaning the button pops and it ceases to function, please refer to the King & Queen Apartments website, KingandQueenApts.com.
 - **No air-conditioning unit shall be installed in a bathroom window, or any window overlooking or facing the Dwelling Unit parking lot.**
 - **Must have a depth of at least eleven (11) inches from the window sill.**
 - **Must be no more than 8000 BTUs.**
 - **An air-conditioner drip pan shall be installed and used under any window air-conditioner.** The air-conditioning drip pan(s) is provided by Landlord and is property of Landlord.
 - **Must have functioning window side curtains and frames.**
 - Tenant shall not use towels, cardboard, wood, plastic, tape or similar items on the window with the air-conditioning unit. Tenant shall only use the Styrofoam used by the contractor who installs the unit.
 - Tenant shall not screw or attach the air-conditioning unit to the window, sill, window sash or building in any way. If Tenant damages the window sash by drilling or nailing into the sash, Tenant shall be responsible for the cost of replacing the window sash.
 - **For security, Tenant shall use the adjustable window security bar between the lower sash and top of the inside of the window to prevent the window from being opened from the outside.** The adjustable window security bar(s) is provided by Landlord and is property of Landlord.
 - Nothing is allowed to be screwed into, nailed or attached to the window sashes, window jambs or window sills.

11. **Portable Air-Conditioners**

Tenant is permitted to use portable air-conditioning units, so far as they meet the following specifications and Tenant adheres to the following:

- a. **Draws no more than 9 Amps / 115 Volts.** This will prevent an overload on a circuit. Tenant should also be aware that using multiple appliances (such as a blow-dryer and curling iron) at the same time, on the same circuit, will likely blow a fuse or trip a GFCI receptacle, especially on the same circuit as an air-conditioner. If a fuse is blown or a GFCI receptacle "trips", meaning the button pops and it ceases to function, please refer to the King & Queen Apartments website, KingandQueenApts.com.
 - b. **Must be no more than 8000 BTUs.**
 - c. **Has an automatic evaporation system** which means there is no condensation/water bucket/tank to empty, or worse, to overflow. The cost to repair any water damage to the Dwelling Unit or Premises due to, but not limited to, the unit tipping over, overflowing or leaking, is the sole responsibility of the Tenant.
 - d. **The exhaust vent is properly installed** (per manufacturer's specifications).
 - e. **For security purposes, Tenant is strongly suggested to use a wooden dowel or broom stick that is cut to fit between the lower sash and top of the inside of the window to prevent the window from being opened from the outside.**
 - f. Nothing is allowed to be screwed into, nailed or attached to the window sashes, window jambs or window sills.
12. **If an extension cord is required for the air-conditioning unit, Tenant shall use a 12-gauge major appliance air-conditioner extension cord to handle the electrical load from the air-conditioning unit.**
13. Tenant shall clean and/or replace the filter in the air-conditioning unit so as to avoid any damage to the Dwelling Unit, floor, window sills or walls.
14. If Tenant does not follow or adhere to Landlord's specifications and installation instructions, Tenant shall be in direct violation of these Rules & Regulations. If it is necessary for Landlord or Managing Agent to correct a violation, Tenant shall be responsible for any costs and fees associated with remedying such breach, including by not limited to maintenance contractor service fees.

F. **UTILITY BILLING**

1. Landlord has contracted a Utility Billing Service to serve as the heating and electrical sub-metering and utility billing agent.
2. Tenant does not need to contact Utility Billing Service to set up utilities.
3. Landlord will notify Utility Billing Service with Tenant name(s), contact information and Lease Commencement Date.
4. Tenant shall be billed electronically by the Utility Billing Service, unless Tenant chooses to "opt-out" of electronic billing. If Tenant chooses to "opt-out" and receive utility bills by US Mail, Tenant shall be responsible for any fees the

Utility Billing Service charges for sending bills via US Mail.

5. Utility Billing Service will bill Tenant for the use of sub-metered utility usage in the Dwelling Unit. Tenant is billed in arrears for such usage.
6. Tenant is responsible for paying for the use of the utilities in the Dwelling Unit during the lease term, as noted in Sections 1, "Definitions", 6, "Rent", and 7, "Utilities", of the Lease Agreement.
 - a. Tenant will be billed for the use of (1) heating fuel for heat and hot water and (2) electric power in the Dwelling Unit.
 - b. Tenant shall be charged a monthly processing fee for receiving, accounting and collection duties by the Utility Billing Service in the amount of \$5.00, which shall be included in each monthly bill. Please note that this processing fee is subject to change.
 - c. Tenant shall pay the utility bill promptly, in full, for the amount of the utility bill, prior to the due date noted on the bill, to avoid further penalty and/or action.
 - d. A late fee of \$5.00 per utility payment will be assessed to all utility payments received after the due date.
 - e. All utility bills, for which Tenant is responsible, are considered additional rent, as noted in the Lease Agreement.
 - f. A \$25.00 transaction fee may be charged to Tenant for any disruption of or change in billing services during the leasing period.
 - g. Tenant shall be held responsible for any damage they may cause to the sub-metering equipment installed in the Dwelling Unit.
7. Neither Landlord nor Managing Agent are to be held responsible for any discrepancies including, but not limited to, monthly billing or the receiving and crediting of Tenants' payments on an account.
8. Tenant understands that utility bills are considered additional rent, per the Lease Agreement.
9. The Utility Billing Service may change at any time. Tenant will be notified promptly, in writing, of any change.
10. If, at the end of the Lease Term, Tenant is carrying a balance on their utility account, Landlord shall deduct the utility account balance from the Security Deposit.

G. BICYCLES, VEHICLES, PARKING, PARKING DECALS, TOWING & TEMPORARY PARKING PASSES

Bicycles

1. All bicycles, scooters or similar items shall be registered with the Landlord. Tenant, their friends, family, guests or invitees shall not store, lock, tether, keep or place bicycles, scooters or similar items on or against any stairwell, railing or on any porch or landing on the Premises.
2. Landlord shall not be responsible for any damage to the bicycle, scooter or similar item when removing the item from the property.
3. A lock removal fee shall be assessed to Tenant, or their family member, guest or invitee, for removing any item that is locked to the Premises.
4. Tenant shall not block any part of any stairwell with bicycles, scooters, or similar items.
5. If bicycles are left outside, they shall only be kept and stored using the bicycle racks located at the rear of the Premises.
6. Any bicycles, scooters or similar items that are stored, kept or parked in violation of these Rules and Regulations shall be removed from the Premises.
7. Management conducts periodic inspections of bicycles kept on the bicycle racks and notice shall be given to Tenants living on Premises of any unauthorized bicycles. A 24-hour notice period will be given to remove any unauthorized bicycles or any unauthorized bicycle, will be removed and disposed of permanently.

Vehicles and Parking

8. The parking lot on the Premises is reserved for Tenant use only.
9. Tenant is permitted to have one (1) parking decal for one (1) vehicle per Dwelling Unit.
10. Tenant vehicles shall not be parked in any area marked "No Parking", including the carport area. The carport is for Landlord's use only.
11. No vehicle shall be parked in front of the garbage dumpster, over the lines leading up to the garbage dumpster, or in any manner that prevents access to the garbage dumpster.
12. Tenant vehicles that prevent access to the garbage dumpster will be assessed the fee that the garbage disposal service charges to return to empty the garbage dumpster.

Parking Decals and Towing

13. Parking decals are valid through May 22nd of each calendar year.
14. A local towing company makes random sweeps through the parking lot to make sure each vehicle parked in the parking lot displays a current parking decal.

15. Vehicles without a current, valid parking decal or pass are subject to being towed at the vehicle Landlord's expense. This includes vehicles of friends, family, guarantors, guests and invitees.
16. All vehicles parked in the parking lot must be properly registered and licensed with their applicable state and/or jurisdiction and operable at all times.
17. If Tenant wishes to park a vehicle in the parking lot, Tenant shall register the vehicle with Landlord and provide the Landlord with a copy of the vehicle registration of the vehicle that will be parked in the parking lot.
18. Upon registering the vehicle with Landlord, Landlord shall issue a parking decal to the Tenant for the vehicle that has been registered.
19. If vehicle registration is not in Tenant's name, Tenant must provide proof of Tenant's full-time usage.
20. All of the vehicle registration information that is submitted to Landlord must match the vehicle, or the vehicle is subject to being towed.
21. **Tenant shall pay Landlord \$20.00 to reissue a parking decal.** Tenant shall remove and return the original decal in order to receive a new decal.
20. Parking decals must be affixed to the registered vehicle.
21. The registered vehicle shall display the current parking decal, affixed on the exterior of the driver's side of the rear window ONLY.
22. Tenant is not permitted to transfer the parking decal to another vehicle. Additionally, when a registered vehicle is sold, or disposed of, the decal may not be transferred to another vehicle, person, or Dwelling Unit.
23. Parking decals shall not be taped to any window. A vehicle that is found with a parking decal taped onto it will be subject to towing at the vehicle Landlord's expense.
24. If the license plate changes for a registered vehicle, Tenant shall provide Landlord with a copy of the new vehicle registration and a new parking decal must be reissued to vehicle, and Tenant shall be charged for reissuing of the new parking decal.
25. No vehicle repairs (except minor repairs such as changing a tire) are allowed, at any time, in the parking lot.
26. The Landlord of the vehicle, or Tenant, shall be responsible for all costs associated with their vehicle being towed.

Temporary Parking and Temporary Parking Pass

27. There are no designated visitor parking spots in the parking lot.
28. Temporary parking is available for a moving vehicle (be it a moving van, truck, car, SUV, etc.) to be parked in the parking lot to move a Tenant's belongings into the Dwelling Unit. This also applies to the parking of storage bins (for example, P.O.D. S., or the like).
29. Moving trucks or vehicles shall not block the use of or access to parking spaces for other Tenants.
30. The use and parking of a moving vehicle must be communicated with Howard Hanna William E. Wood Property Management beforehand so the vehicle will not be subject to towing.
31. A Temporary Parking Pass ("TPP") will be issued under the following conditions:
 - a. A TPP is good for one (1) day ONLY, from 9:00 AM to 4:00 PM.
 - b. The TPP is assigned during move-in and move-out of the Dwelling Unit. Any other time must be approved by Managing Agent.
 - c. The TPP must be arranged with Landlord beforehand by contacting the Howard Hanna William E. Wood Management Office at (757) 220-0000 between the hours of 9:00 AM and 4:00 PM. Tenant shall notify Managing Agent prior to move-in to arrange the TPP to be available in Dwelling Unit at the time of move-in.
 - d. **The TPP must be picked up from and returned to the Howard Hanna William E. Wood Property Management Office, 5208 Monticello Avenue, Williamsburg, VA. 23188 between 9:00 AM and 4:00 PM, Monday through Friday, excluding holidays.**
 - e. A copy of the vehicle registration of the vehicle that will be issued the TPP must be submitted.
32. There is on-street parking across the street from the apartments on Scotland Street Tenant's friends, family, guarantors, guests and invitees can park there, when spots are available, for as long as they want. Additional public parking is available nearby.
33. This parking policy is to protect the Tenants' use of the 'Tenants Only' parking lot, and to avoid non-tenants from abusing the location of the parking lot and parking their vehicle for an extended period of time and visiting a Dwelling Unit, going to class or the delis.
34. Any vehicles that are parked in violation of these Rules and Regulations shall be towed.
35. Violation of any provision relating to Vehicles and Parking is subject to the loss of parking privileges in the parking lot.

H. DATA SECURITY

1. Landlord of Managing Agent may enter into an agreement with a third-party provider to maintain Tenant records in electronic form or other medium. In such cases, Landlord and Managing Agent shall not be liable in the event of a breach of the electronic data of such third-party service provider, except in the case of gross negligence or intentional act. Nothing herein shall be construed to require Landlord or Managing Agent to indemnify such third-party service provider.

I. PERIODIC INSPECTIONS

1. Periodic inspections of the Dwelling Unit shall take place in September and March of each lease year and when deemed necessary by the Managing Agent.
2. Each inspection, which typically take less than 10 minutes to conduct, is conducted to ensure the health and safety of the Dwelling Unit and Premises, per Virginia Law.
3. Tenant shall receive written notice at least 48 hours prior to such inspection,
4. Inspections will be held between 9:00 AM and 4:00 PM.
5. Tenant is encouraged, but is not required, to be present during the inspections.

J. MOVE-OUT INSPECTION

1. A Move-out Inspections will be conducted by appointment only, Monday through Friday beginning at 9:00 AM and to be completed by 4:00 PM. An appointment for a move out inspection must be made with Managing Agent at least one (1) week in advance.
2. Tenant is encouraged, but not required, to be present at the move-out inspection.
3. Tenant must notify Managing Agent, in writing, if Tenant wishes to be present at the Move-out Inspection. Managing Agent, will provide the date and time the inspection will be conducted.
4. If Tenant does not want to be present at the Move-out Inspection, Tenant shall notify Managing Agent, in writing.
5. If Tenant fails to show up at the scheduled time, the inspection report will be final and Tenant will not be allowed back onto the Dwelling Unit to correct any defects.
6. A Move-out Inspection is made only after Tenant has **completely vacated** and the Dwelling Unit has been completely cleaned and emptied.
7. A room-by-room inspection will be made of the entire Dwelling Unit, including interior, appliances, windows, blinds, doors, etc.

K. RETURN OF SECURITY DEPOSIT

THE SECURITY DEPOSIT MAY NOT BE USED AS THE LAST MONTH'S RENT!!!

1. The Security Deposit Disposition Statement will be mailed to Tenant within forty-five (45) days from the date the Managing Agent received the keys to the Dwelling Unit.
2. The following are the requirements for a full refund of a Security Deposit, so far as the Dwelling Unit has been left clean and undamaged, reasonable wear and tear excepted (reasonable wear and tear is unavoidable deterioration in the dwelling and its fixtures resulting from normal use) and following the following procedures:
 - a. Tenant has turned in any and ALL original "Do Not Duplicate" keys that were issued to Managing Agent. If not returned by **5 pm** on the date the tenant vacates the Premises, any conventional deadbolt locks will be changed and the tenant shall be charged the fees for changing the locks and obtaining new keys.
 - b. Tenant has paid all charges, costs and rents due (including all utility bills and charges).
 - c. Tenant has provided Managing Agent with a valid forwarding residence address and telephone number.
 - d. At occupancy, upon Tenant's move-in, Tenant occupied the Dwelling Unit after it was professionally cleaned by a cleaning company. Therefore, **Tenant, upon move-out or vacancy at lease expiration, at Tenant's expense, agrees to have the Dwelling Unit cleaned by an Landlord-approved cleaning company.** Please check with Howard Hanna William E. Wood Property Management for a list of Landlord-approved cleaning companies. **A copy of the paid Landlord-approved cleaning company's bill is required at time of move-out.** Tenant must schedule well in advance for the Dwelling Unit to be cleaned to ensure that the apartment is clean prior to move-out.

If Tenant does not have the Dwelling Unit cleaned by an Landlord-approved cleaning company prior to move-out, Landlord may hire a cleaning company to clean the Dwelling Unit. The cost of cleaning, plus a \$100.00 Coordination Fee, shall be deducted from the Tenant's Security Deposit.

- e. Tenant has removed all debris, rubbish, personal belongings and properly discarded all items from the Dwelling Unit and Premises.
- f. Dwelling Unit has been cleaned by a Landlord-approved cleaning company that has done the following:
 - i. Refrigerator/freezer is completely cleaned inside and out and free of food, dirt, debris and grease
 - ii. Floor is cleaned underneath refrigerator/freezer and is free of food, dirt, debris and grease;

- iii. Electric range is completely cleaned inside and out, drip pans under burners have been cleaned or replaced;
- iv. The floor is cleaned underneath the electric range and is free of food, dirt, debris and grease;
- v. Kitchen and bathroom floors are swept and mopped;
- vi. Back-splash areas of kitchen and bathroom are free of food, dirt and grease;
- vii. Light fixtures are free of dust and insects (including glass and plastic covers), and burned-out light bulbs have been replaced;
- viii. Countertop and vanity tops are free of food, dirt, grease and soap scum, including behind range;
- ix. Inside and face of closets, cupboards and drawers are free of belongings, food, dirt and grease;
- x. Interior of the Dwelling Unit is free from insects and webs;
- xi. All floors, woodwork, trim, baseboards, blinds and windowsills are washed, wiped and mopped clean, as appropriate;
- xii. Interior glass of all windows are clean;
- xiii. Bathrooms are free of dirt, hair and soap scum; mildew and mineral deposits are free from walls and fixtures; medicine cabinets and mirrors are free from dust, debris and water; interior and exterior of commode is free of dirt, hair, waste and mineral deposits;
- g. All household items supplied by the Landlord including, but not limited to, smoke alarms, towel rods, toilet paper rods, drain hair catchers, Stove-top Fire-stop fire suppressors, broiler pans, A/C drip pans, tension rods, curtain rods, shower rods, window security bars and window screens are left in the Dwelling Unit;
- h. All walls are clean and unmarred. Any nails and wall hangings are removed. No tape, stickers, scratches or holes on walls. Dwelling Units are NOT automatically painted between Tenants;
- i. Tenant agrees that there may be a partial charge for painting if the Tenant vacates within three (3) years and painting is necessary, as determined by the Landlord. Tenant shall be responsible for all costs of painting if Tenant vacates within one (1) year and painting is necessary, as determined by the Landlord.
- j. Only those who are on the Lease are permitted to be present at the move-out inspection. If any person(s) other than the Tenant are present during the inspection and that person(s) becomes disruptive in any way, the Managing Agent reserves the right to end the inspection and continue at a later date and time.
- k. Tenant has an acceptable move out/check out inspection report.

L. VIOLATIONS OF RULES AND REGULATIONS

The imposition and payment of any fee imposed for violating these Rules and Regulations shall not be an election of remedies by the Landlord. Landlord shall have the right to pursue all such other remedies against Tenant as provided by law or the Lease Agreement, including the termination of the Lease.

M. CHANGES TO RULES AND REGULATIONS

Landlord shall be permitted to modify, amend and change these Rules and Regulations as provided by Virginia law.

THESE RULES AND REGULATIONS ARE MADE PART OF THE LEASE AGREEMENT.

Acknowledged and agreed to:

 Tenant Date

 Tenant Date

