

King & Queen

A P A R T M E N T S

Rules & Regulations

Professionally managed by:



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Property Management

5208 Monticello Avenue

Williamsburg, VA 23188

(757) 220-0000

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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. **MAINTENANCE**

Emergency Maintenance Repairs

1. If you have an **emergency maintenance repair**, **first call the emergency maintenance number, (757) 220-0000**

then submit a maintenance request online.

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.

- a. if there is a **fire**, call 9-1-1, then call the emergency maintenance number;
- b. if there is **an incident involving emergency vehicles or emergency personnel**, call 9-1-1, then call the emergency maintenance number.
- c. 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 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/**.

- d. 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/**.

Routine, Non-Emergency Maintenance Repairs

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/**. Always use the online Maintenance Request Form, unless it is an emergency, then call the emergency maintenance repair number.
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. **Routine, non-emergency maintenance repairs may not be done on weekends.**
5. Tenant shall notify Landlord **immediately** when Tenant **first notices** a maintenance issue.
6. If Tenant fails to notify Landlord immediately when Tenant first notices a maintenance issue 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. Service calls for repairs resulting from Tenant's neglect, carelessness or abuse shall be charged to the Tenant.
8. If there is **no heat** in the Dwelling Unit during the winter months, **Tenant shall submit a maintenance request form online.**
9. **If Tenant notices that water to the toilet is constantly running, or notices 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.**
10. **Tenant shall notify Landlord if Tenant notices any bubbling, chipped or peeling paint in the Dwelling Unit.**
11. 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/**.

General Maintenance

12. Tenant shall not conduct repairs to the Dwelling Unit without prior written consent from Landlord, and shall not be reimbursed for any unauthorized repairs.
13. Tenant is not authorized to hire maintenance contractors to perform repairs to the Dwelling Unit.
14. Tenant shall not paint, disturb any painted surfaces and shall not make any alterations, redecorations, additions or improvements to Dwelling Unit or Premises.
15. 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.
16. Please note that there are no doors to one of the closets in the apartment. A curtain rod has been installed for your convenience to add a curtain to cover the closet, as desired.
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. 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.
19. Tenant is responsible for the actions of their guests, friends, family members, invitees and anyone who visits or enters the Dwelling Unit.
20. 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.

Flooring Care & Cleaning

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:

FLOOR 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.

General Drain Care

22. 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, grease, hair, debris, trash, feminine hygiene products, paper or waste products, Tenant may be assessed the cost of repair.
23. **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.**

Toilet Drain Care

24. Each Dwelling Unit is issued a flange plunger at move-in. If Tenant's toilet becomes stopped up, Tenant shall plunge the toilet prior to requesting maintenance services.
25. If maintenance services are requested and maintenance discovers that the toilet is clogged due to tenant's neglect, the toilet will be unclogged and tenant shall be charged a maintenance fee.

Bathtub Drain Care

26. Each Dwelling Unit is issued a Danco Bathtub Hair Catcher at move-in to prevent hair or other debris from clogging the bathtub drain.
27. Tenant shall use and keep the Danco Bathtub Hair Catcher in the bathtub drain at all times to avoid hair or other debris from clogging the bathtub drain.
28. Tenant shall clean the Danco Bathtub Hair Catcher regularly.
29. If the Danco Bathtub Hair Catcher becomes unusable or deteriorates from use, Tenant shall request a new one from Landlord.

Kitchen Sink Drain Care

30. Each Dwelling Unit is issued a basket strainer for the kitchen sink drain. Tenants shall use the basket strainer when using the kitchen sink.
31. 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.

Bathtub Cleaning & Care

32. From 2013 to 2016 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 Disposal

33. Tenant shall dispose of all garbage, trash, debris and recycling materials in the designated dumpster or recycling receptacle.
34. 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.
35. 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.
36. Tenant shall be charged a service fee for the disposal of any garbage, trash, rubbish or items left by Tenant in any area other than the designated dumpster.
37. The dumpster is only to be used for ordinary trash, garbage and rubbish from Tenant's Dwelling Unit.
38. No garbage, trash, debris or furniture shall be placed outside of, or against, the dumpster.
39. **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.
40. **If Tenant leaves trash or other items outside the Dwelling Unit, the items will be removed and Tenant shall be charged for removal and disposal of items.**

41. Regular trash collection is on Thursdays.

Recycling Disposal

42. 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:

- Plastic bags of any kind, whether they be plastic grocery bags, trash bags, bread bags, etc.
- 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.

43. Recycling collection is on Wednesdays.

Hazardous Waste Disposal

44. No hazardous substances including, but not limited to grease, oil, paints, or other chemicals, may be disposed of in the Dwelling Unit (i.e. sink or bathtub drain), on the Premises, or the garbage containers, but must be disposed of as required by applicable health and safety regulations and codes.

B. USE AND OCCUPANCY

Move-In

1. At move-in, the following items are in the Dwelling Unit for Tenant's use and reference (other items may be added):
 - a. Air-conditioner drip pan(s) - *property of Landlord,*
 - b. Window screens (both large and small) - *property of Landlord,*
 - c. Window security rods (mini spring rods) - *property of Landlord,*
 - d. Tension rod installed at entrance to wide closet - *property of Landlord,*
 - e. Kitchen sink basket strainer - *property of Landlord,*
 - f. 2 ice trays - *property of Landlord,*
 - g. Four (4) high quality alkaline batteries.
 - h. Small bathroom trash can,
 - i. Danco Bathtub Hair Catcher,

- j. Flange plunger,
- k. All-purpose cleaner,
- l. Scrubbing Bubbles cleaner,
- m. Cleaning sponges,
- n. Mr. Clean Eraser,
- o. Directions to installation/uninstall a window air-conditioner.
- p. Annual Smoke Detector Inspection Certificate.

Occupancy Standards

2. 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 Conduct

3. Tenant shall conduct themselves and require other persons in his or her Dwelling Unit, or on the Premises with Tenant's consent, whether known by Tenant or not, to conduct themselves in a manner free from objectionable, obnoxious, nuisance and/or criminal behavior on or about the Premises.
4. Tenant shall not permit his or her family members, guests or invitees to make any noises that would unreasonably disturb or interfere with the rights of others or the peaceful, quiet enjoyment of their property.
5. Tenants and their guests shall not congregate for social events or gatherings on porches or in parking lot without Landlord's prior written approval.
6. 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.
7. 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.
8. 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.
9. Tenant shall not throw any item or article from the windows, doors, porches or landings.
10. No items may not be stuck, screwed, nailed, bolted or glued to the walls, doors, including the front door or screen door, shelving, countertops, woodwork or walls in the Dwelling Unit. This includes poster putty, poster foam, glue, Scotch tape, Duct tape, contact paper wall paper or other adhesives. If Tenant uses such items and they are left on the walls or doors, or if the use damage to the walls or any surface, Tenant shall be charged the cost to remove, patch, paint and/or replace the damaged areas. The use of 3M brand removable products is suggested.
11. 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.
12. The following areas are off limits:
 - a. Carport.
 - b. Area behind privacy fence.
 - c. Flat roof over office.
13. No car washing or cleaning is allowed on the Premises.
14. 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.
15. Tenant shall:
 - a. 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;
 - b. Not shake or clean dust mops, clothing, tablecloths, rugs, vacuum bags or similar items from the windows, porches or landing areas;
 - c. Clean up any damage, spills or messes caused by Tenant's family members, guests or invitees.Tenant shall be responsible for the cost to paint, clean or repair any damage caused by these items in the Dwelling Unit or on the Premises.

Lease Violations on and Damage to the Premises

16. Tenant shall be charged an Administrative Processing Fee of \$200 for reviewing and processing a lease violation that Tenant, their friends, family, guests or invitees has caused on or to the Premises.

Appliance Care

17. 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.

Bathroom Care

- 18. 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.
- 19. Tenant shall not use or place any in-toilet tank cleaners or tablets, such as bleach-chlorine tablets, inside the tank of the toilet in the Dwelling Unit. Tenant shall be responsible for damage to gaskets or seals, including any leaks, due to the use of such in-tank cleaners or tablets.

Window Treatments

- 20. 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 have a white lining facing the exterior and leaving the roll-up shades provided hung at the front and against window.

General Sanitation

21. 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.

Initial: _____ _____

Mail and Package Delivery

- 22. In order for any mail or packages to be properly delivered, the mail or package must have the following legibly written on it:
 - 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 being 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.
- 26. 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

- 27. 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 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.
- 28. Pets are not allowed on the Premises or in Dwelling Units, including without limitation any pets of guests or others. If applicable, Tenant may make a reasonable accommodation request for a service or emotional support animal, by

submitting a Reasonable Accommodation Request form to the Managing Agent. Copies of the Reasonable Accommodation and Modification Policy, and all related forms that must be completed, are available from Managing Agent.

Intra-Community Transfer

29. 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 \$250.00 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 of the following year.
 - 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.

Change of Tenants

30. If, during the lease term, there is a change of Tenant(s) on the Lease, an Administrative Accommodation Fee of \$250 per new Tenant shall be assessed.

Compliance with Local Law

31. Tenant shall comply with any and all obligations imposed upon Tenant by applicable local, City of Williamsburg ordinances and Virginia law, including the VRLTA, as amended. Tenant shall comply with all Rules and Regulations of Owner.
- a. **City of Williamsburg Ordinance - Article V, Noise Control, Secs. 12-70 through 12-77:**
 - i. **Sec. 12-72 (8) Large party nuisance.** Plainly audible sound between the hours of 11:00 p.m. and 7:00 a.m. that continues unabated for 30 minutes or more, and emanates from a gathering of ten or more people where the gathering is not completely contained within a structure, but spills outdoors into balconies, yards, common areas, parking lots, or other outdoor spaces and is plainly audible across a property line.
 - ii. **Sec. 12-76. - Violations of article.** Any person who violates sections 12-72 or 12-73 shall be deemed guilty of a Class 2 misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$300.00 for the first offense, \$500.00 for the second offense within a 12-month period. Any subsequent offense within the same 12-month period shall be punishable as a class 1 misdemeanor. Each day the violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

The complete Article V, Noise Control ordinance can be found at <http://www.williamsburgva.gov>.

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 is equipped with a digital thermostat. **For instructions on how to operate the thermostat, please visit the King & Queen Apartments website, KingandQueenApts.com.**
6. Furniture or wall hangings shall not cover and shall be at least 6 inches away from the air return grille to the heating system located on the wall in the living room of the Dwelling Unit.

7. 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

8. Dwelling Units are not equipped with central air-conditioning.
9. Suggestions of where to purchase air-conditioning units locally, both window and portable, include:

- Home Depot - 6700 Mooretown Road, Williamsburg, VA 23188
- Lowe's - 801 E. Rochambeau Drive, Williamsburg, VA 23188
- Wal-Mart - 731 E. Rochambeau Drive, Williamsburg, VA 23188
- Target - 4630 Monticello Drive, Williamsburg, VA 23188

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 to prevent damage to the Dwelling Unit or Premises:

Initial:

- _____
- _____
- Window air-conditioners are to be installed and removed by Landlord's approved contractors at Tenant's expense ONLY and in accordance with the installation and removal guidelines found at KingandQueenApts.com.**
 - Tenant shall contact Landlord's approved contractor and schedule installation of the window air-conditioner during normal business hours of 8:30 AM to 5:00 PM, Monday through Friday.
 - The names and contact information of Landlord's approved contractors can be found on the King & Queen Apartments website, KingAndQueenApts.com.
 - Tenant shall pay contractor directly at time of service.**
 - If Tenant does not hire Landlord's approved contractor to install an air-conditioning unit and Tenant installs an air-conditioning unit on their own, Tenant shall be notified that Landlord's approved contractor will evaluate the installation and Tenant shall be charged for the service call of verifying that the air-conditioner has been installed properly.
 - 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 "trip" a breaker, especially on the same circuit as an air-conditioner. If a breaker "trips", meaning the circuit has been overloaded and switch in the breaker box flips, please refer to the King & Queen Apartments website, KingandQueenApts.com.
 - **No window air-conditioning unit shall be installed in a bathroom window, or any window facing the parking lot.**
 - **The air-conditioner drip pan provided by Landlord 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 only.** Tenant may only use Styrofoam for insulation on the inside of the side curtains.
 - **Tenant shall not screw or attach the window air-conditioning unit to the window frame, wind sill, window sash or to the building in any way and** shall be responsible for any damage and/or replacement by doing so. If Tenant causes damage to the window sash, such as drilling or nailing into it, Tenant shall be responsible for the cost of replacing the window sash.
 - **For security, Tenant shall use the adjustable window security bar, provided by Landlord, between the lower sash and top of the inside of the window frame to prevent the window from being opened from the outside. This will also prevent the window from being opened by mistake and causing the air-conditioning unit to fall from the window.** The adjustable window security bar(s) is (are) provided by Landlord and is property of Landlord.
 - Nothing is allowed to be screwed into, nailed or attached to the window sashes, frames, jambs or 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:

- 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 "trip" a breaker, especially on the same circuit as an air-conditioner. If a breaker "trips", meaning the circuit has been overloaded and switch in the breaker box flips, please refer to the King & Queen Apartments website, KingandQueenApts.com.
- Must be no more than 8000 BTUs.**
- 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.

D. **UTILITY BILLING**

1. Meters are read on approximately the 1st of the month and bills are calculated by a third-party billing service retained by Landlord (the "Utility Billing Service"), who then generates the applicable bill. Utility bills are sent to Tenant around the middle of each month. During the Lease term, Landlord is authorized to separately bill Tenant for, and Tenant agrees to pay for their allocated share of certain utilities as described below.
 - a. ELECTRICITY

The Dwelling Unit is sub-metered to record the actual electrical usage. Electric sub-meters are read on approximately the 1st day of the month by the Billing Company, and thereafter a separate bill will be sent to Tenant for their usage based upon the consumption recorded on the sub-meter.
 - b. WATER/SEWER

The apartment community uses a mathematical formula to equitably allocate the cost for water consumption and sewer usage to the residents at the Property. Each bill will be calculated as follows: the number of occupants in an individual dwelling unit (as updated at the end of each month), is divided by the total number of occupants in the community to determine each dwelling unit's allocated percentage of usage (the "Water/Sewer Unit Percentage"). The total water usage for the apartment community (as shown on the property's master utility bill) less a deduction of four percent (4%) for common area usage, is then multiplied by the applicable Water/Sewer Unit Percentage for each dwelling unit to determine your allocated amount for water consumption and sewer usage. The allocated amount, based on occupancy of the Dwelling Unit, is then multiplied by the applicable municipal rate for both water and sewer to calculate the amounts shown on the Tenant's water and sewer bill.
 - c. FUEL FOR HOT WATER

Charges for hot water will be calculated as follows: The apartment community has a single meter for heating fuel used for the community's hot water boiler, and the Billing Company will read the meter at the beginning of each month. The total heating fuel usage for hot water to the apartment building as indicated on the monthly meter reading, less a deduction of one percent (1%) for usage by the office on premises, is then multiplied by the applicable Water/Sewer Unit Percentage for each dwelling unit to determine the allocated amount for heating fuel usage for each dwelling unit for the month.
 - d. HEATING FUEL

Charges for heating fuel (excluding fuel used for hot water) will be calculated as follows: The apartment community has a single meter for heating fuel, and the Billing Company will read the meter at the beginning of each month. The square footage of an individual dwelling unit (and the office on premises shall also be considered an individual Dwelling Unit for this purpose) is divided by the total number of square feet contained in the building, to determine that Dwelling Unit's percentage of usage (the "Heating Unit Percentage"). The total heating fuel usage for the apartment building as indicated on the monthly meter reading is then multiplied by the applicable Heating Unit Percentage for each Dwelling Unit to determine the allocated amount for heating fuel usage for each Dwelling Unit for the month.
2. Landlord has contracted with the Utility Billing Service to serve as the billing agent for all utilities listed above.
3. Tenant does not need to contact the Utility Billing Service to establish utility accounts.
4. Landlord will notify the Utility Billing Service with Tenant name(s), contact information and Lease Commencement Date.

5. 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 charged by the Utility Billing Service for sending bills via US Mail.
6. Billing for utility services is in arrears.
7. All utility payments are considered additional rent, as specified in the Lease.
8. 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, and failure to do so will result in late charges.
9. Tenant shall be charged the following administrative fees by the Utility Billing Service:
 - a. A monthly processing fee for receiving, accounting and collection duties by the Utility Billing Service in the amount of \$3.99 per month, which shall be noted on each monthly bill. This amount is subject to change upon prior notice by Landlord.
 - b. A late fee of \$5.00 per utility payment will be assessed to Tenant to any utility payment received after the due date.
 - c. A one-time account set-up fee of \$10.00 for new accounts.
10. Tenant shall be responsible for payment for any damage Tenant may cause to any sub-metering equipment installed in the Dwelling Unit.
11. The Utility Billing Service may change at any time. Landlord will promptly notify Tenant of any change in the Utility Billing Service.
12. If at the end of the Lease term Tenant has any balance due on their utility account, Landlord shall deduct such unpaid amounts due from Tenant’s Security Deposit.
13. If any provision of this Addendum is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only and shall not invalidate or otherwise affect the remainder of this Addendum or the Lease. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

E. **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. For the safety and security of Tenant and Tenant’s belongings, Tenant shall, upon leaving the Dwelling Unit, verify that the front door to the Dwelling Unit is locked and secured.
3. **During an absence, especially 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 shall be considered a breach of the Lease Agreement. Landlord and/or Managing Agent reserves the right to enter the Dwelling Unit and Tenant shall be charged a maintenance fee if this provision is breached.

4. 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).
5. The integrity of all ceilings, floors and walls must remain intact and not be disturbed.

Electrical Safety

6. Tenant shall not remove, replace or tamper with light bulbs on porches and landings on the Premises.
7. 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.
8. 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 switched down, 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 or bathroom has been

tripped, or

d. 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.

9. Tenant, or anyone who has not been authorized to do so by Landlord, shall not change or alter permanent electrical circuits and receptacles.
10. Appliances, lamps, power cords and other electrical equipment with damaged, worn, spliced, cracked or frayed cords and plugs shall not be used or must be replaced.
11. Neither electrical cords nor communication cables may not be hung over or through doorways, nails or windows.
12. 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.
13. 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.
14. Non-fused extension cords and flexible cords are prohibited.
15. 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.
16. **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.**
17. For additional information please refer to the EHS Extension Cord Guidelines.
18. All light fixtures, provided by and used by Tenant, must only use light bulbs of type and wattage recommended by the light fixture manufacturer. Lamp shades must also meet manufacturer specifications for the specific fixture.
19. At move-in, all fixtures are to be equipped with the proper, working 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.
20. 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.
21. Tenant shall not use an incandescent light bulb greater than 75-Watts in any ceiling or wall light fixture while occupying the Dwelling Unit.

Fire Safety

22. **A fire extinguisher is located at the second floor of each building (between apartments 7 & 8 and 19 & 20).**
23. Tenant shall not tamper with the fire extinguisher cabinet or fire extinguisher unit and shall only use in the case of a fire emergency.
24. 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.
25. OPEN FLAMES (from any source) and burning materials of any kind are absolutely prohibited on the Premises and in any Dwelling Unit.
26. None of the following items are allowed on the Premises:
 - a. Electric heaters. If there is an issue with heat in the Dwelling Unit, please submit a maintenance request online and Landlord will provide temporary heater(s) until the heating unit in the Dwelling Unit is repaired.
 - b. Kerosene or other non-electric portable heaters;
 - c. Kegs;
 - d. Water beds;
 - e. Grills of any kind;
 - f. Candles;
 - g. Incense;
 - h. Oil lamps;
 - i. Gas stoves or cookers;
 - i. Fireworks;
 - k. Live Christmas or Holiday Trees
27. Candles, incense, oil lamps, gas stoves or cookers, and similar open-flame producing devices are prohibited on the Premises, even if such items are unlit or being used for decorative purposes only.

28. 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.
29. Tenant shall 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.
30. 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.
31. All ceiling and wall light fixtures, as well as, any lights provided by Tenant, must have proper globe, shade or deflector in place.
32. Tenant shall keep personal items away from any light fixture.
33. Additional wall coverings (e.g. paneling, wallpaper, contact paper, etc.) shall not be installed by Tenant.
34. Wall hangings cannot come in contact with electrical outlets, or come closer than 12 inches from a heating unit.
35. All ceiling decorations are prohibited.
36. 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, or have been treated with a fire retardant chemical.
37. Dwelling Units must be kept uncluttered and access to the doors shall be kept clear.
38. 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.
39. 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."

Smoke Detectors and Fire Suppressants

40. 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.
41. 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.
42. 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.

Renter's Insurance

43. 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.
44. Tenant shall obtain an HO-4 insurance policy (commonly referred to as "renter's insurance"), which shall:
 - a. Be 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 HO-4 insurance policy must be purchased in the name of each Tenant residing in the Dwelling Unit covering the personal property of each Tenant.
 - b. Name and Managing Agent (Howard Hanna William E. Wood) as interested party.
 - c. Include loss of use coverage,
 - d. Include a minimum liability coverage of \$300,000.
45. 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.
46. 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.

47. 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

48. 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.

49. The *PDLW*® program premium is included in the Rent.

50. 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.

51. 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.

52. Tenant shall pay the \$250.00 deductible for any tenant-caused perils covered by *PDLW* program.

F. KEY CODES, LOCKS AND LOCKOUTS

General

1. Tenants, for their own safety and the safety of their belongings, shall keep the doors to the Dwelling Unit locked at all times, whether inside the Dwelling or not.
2. Neither Landlord, nor Managing Agent, provides a "lock-out" service to Tenants who are locked out of their Dwelling Unit.
3. If Tenant becomes locked out of the Dwelling Unit, Tenant shall call a Landlord approved locksmith for assistance. The contact numbers for Landlord's approved locksmiths can be found at KingandQueenApts.com.

Key Codes and Locks

4. The Dwelling Unit door is equipped with a smart, touch screen deadbolt that is operated by an access code.
5. The smart, touch screen or key pad dead bolts are reprogrammed with a new access code prior to Tenant moving into Dwelling Unit.
6. Tenant shall notify Managing Agent of their access code at lease signing.
7. The access code Tenant gives to Managing Agent for the smart, touch screen deadbolt will be active at 12:00 PM on the lease start date.
8. Each smart, touch screen deadbolt is powered by four (4) high quality alkaline batteries. The batteries should last around six (6) months under normal use.
9. It is Tenant's responsibility to notify Managing Agent, in writing, if the low battery indicator light flashes on the deadbolt and the deadbolt begins to beep irregularly. If Tenant does not notify Managing Agent regarding the low battery indicator light and the smart, touch screen deadbolt becomes inoperable, thereby preventing Tenant from accessing the Dwelling Unit, Tenant shall call a Landlord approved locksmith for assistance. The contact numbers for Landlord's approved locksmiths can be found at KingandQueenApts.com.
10. 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.

General Operation of Smart, Touch Screen Deadbolt Locks

11. Smart, Touch Screen Deadbolts:

- a. **Instructions on how to operate the smart, touch screen 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 and verify it is secure.
- c. The only means to lock the door to the Dwelling unit from the outside is a smart, touch screen deadbolt and Tenant must use the smart, touch screen deadbolt to lock and to unlock the door from the outside.
- d. To unlock the deadbolt, Tenant must use the key code Tenant gave to Managing Agent at lease signing.
- e. The only way Tenant can become locked out of the Dwelling Unit is to either:
 - i. Forget the key code that given to Managing Agent that was programmed into the lock, or
 - ii. Allow the batteries in the deadbolt to die, after the low battery indicator has flashed on the deadbolt and the deadbolt has beeped erratically, indicating that the batteries are low.
- f. If the charge on the batteries is too low to operate the deadbolt, the touch screen will display a red "X" and become inoperable, leaving Tenant locked out of the Dwelling Unit.

Initial: _____ _____

Low Battery Indicator & Inoperable Smart, Touch Screen Deadbolt

Initial:

- 12. If the yellow low battery indicator light begins to flash on the deadbolt and the deadbolt begins to beep erratically, the batteries are low and must be changed as soon as possible to prevent the deadbolt from becoming inoperable and locking Tenant out of the Dwelling Unit.
- 13. Tenant can change the batteries in the unit themselves under the following conditions (**instructions on how to the smart, touch screen deadbolts can be found at the King & Queen Apartments website, KingAndQueenApts.com**):
 - a. If Tenant changes the batteries. **Tenant shall submit notification that Tenant has changed the batteries through the King & Queen Apartments' website by using the online Maintenance Request Form at KingandQueenApts.com/maintenance-request.**
 - b. Tenant shall use only the four (4) high quality alkaline batteries provided by Landlord at move-in.
- 14. **If Tenant does not change the batteries and notify Managing Agent in writing when the yellow low battery indicator light flashes on the deadbolt and the deadbolt begins to beep erratically, and the touch screen displays a red "X" noting that the charge on the batteries is too low to operate the deadbolt leaving the deadbolt inoperable and, subsequently, Tenant becomes locked out of the Dwelling Unit, Tenant shall call a Landlord approved locksmith for assistance. The contact numbers for Landlord's approved locksmiths can be found at KingandQueenApts.com.** Tenant shall be charged the cost to gain access to the Dwelling Unit and the cost of service shall be due to Landlord as additional rent.

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, by submitting such request online at KingandQueenApts.com/maintenance-request before such change can occur. **The access code will be changed the following business day and Tenant shall be notified, in writing, of such change.**
- 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 call a Landlord approved locksmith for assistance. The contact numbers for Landlord's approved locksmiths can be found at KingandQueenApts.com. The access code will be changed the following business day and Tenant shall be notified, in writing, of such change.**
- 17. If there is more than one Tenant living in the Dwelling Unit, the access code for both Tenants will be changed.
- 18. Tenant may be assessed a \$25.00 fee for such change.

Maintenance and Management Access

- 19. **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.**
- 20. 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.

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

Bicycles

- 1. All bicycles, scooters or similar items left or stored on the Premises shall be registered with the Landlord.
- 2. Tenant, their friends, family, guests or invitees shall not store, lock, tether, keep or place bicycles, scooters or similar items on, onto or against any part of any stairwell, railing or on any porch or landing on the Premises per the Virginia Fire Code as noted in Section E. 37 of these Rules & Regulations.
- 3. A lock removal fee shall be assessed to Tenant, or their family member, guest or invitee, for removing bicycles, scooters or similar items that are locked to the Premises.
- 4. Landlord shall not be responsible for any damage to the bicycle, scooter or similar item when removing the items from the Premises.
- 5. 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 at the bicycle, scooter or similar item owner's cost.
- 6. If bicycles are left outside, they shall only be kept and stored using the racks located at the rear of 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

Parking & Towing

- 8. The parking lot on the Premises is reserved for Tenant use only. Vehicles must have a valid parking decal or temporary pass (see "Vehicles and Parking Decals" and "Temporary Parking & Temporary Parking Pass") or are subject to being towed at vehicle owner's expense.

9. 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, if and when spots are available. Additional public parking is available nearby.
10. Parking is available on a first come, first served basis and parking spots are not assigned to individual apartments. Landlord does not guarantee a designated parking space for any Tenant.
11. No vehicle shall not be parked in any area marked "No Parking".
12. No vehicle shall be parked in front of the garbage dumpster, over the white lines leading up to the garbage dumpster, or in any manner that prevents access to the garbage dumpster.
13. 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.
14. Any vehicle that is parked in violation of these Rules and Regulations is subject to being towed at the vehicle owner's expense.
15. If a vehicle is towed from the Premises, call the phone number of the towing company that is posted at the Premises, not Managing Agent.

Vehicles & Parking Decals

16. Tenant is permitted to have one (1) parking decal for one (1) vehicle per Dwelling Unit.
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. 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.
22. Due to a limited number of spaces in the parking lot, there are not enough parking spots available to accommodate two spots for every apartment.
23. Vehicles found in the parking lot without a valid parking decal or pass, will be towed at the vehicle owner's expense, without exception.
24. **Parking decals are valid through May 22nd of each calendar year. Any Tenant that renews their lease for an additional Lease Term must display a new parking decal valid May 23rd of that year.**
25. A valid parking decal must be affixed to the vehicle and properly displayed upon the vehicle that has been registered with Managing Agent.
26. To properly display the valid, parking decal, it shall be affixed to the registered vehicle either on:
 - a. **the exterior of the driver's side of the window, or**
 - b. **the driver's side of the rear bumper**
27. Vehicles that do not properly display the parking decal are subject to being towed at vehicle owner's expense.
28. Parking decals shall neither be taped to any window nor shall be transferred 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. A vehicle that is found with a parking decal taped onto it will be subject to towing at the vehicle Owner's expense. Tenants who violate this provision are subject to the loss of parking privileges on the Premises
29. Tenants in violation of any provision relating to the taping or transferring of parking decals are subject to the loss of parking privileges in the parking lot.
30. If the license plate changes for a registered vehicle, or if Tenant changes vehicles, Tenant shall provide Landlord with a copy of the new vehicle registration and a new parking decal must be reissued to vehicle. Tenant shall be charged for reissuing the new parking decal.
31. **Tenant shall pay Landlord \$35.00 to reissue a parking decal.**
32. No vehicle repairs (except minor repairs such as changing a tire) are allowed, at any time, in the parking lot.
33. The owner of the vehicle, or Tenant, shall be responsible for all costs associated with their vehicle being towed.



Temporary Parking & Temporary Parking Pass

34. There are no designated visitor parking spots in the parking lot.
35. 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).
36. Moving trucks or vehicles shall not block the use of or access to parking spaces for other Tenants.
37. 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.
38. 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.
39. 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.
40. 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.
41. Any vehicle that is parked in violation of these Rules and Regulations is subject to being towed at the vehicle owner's expense.

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. PREVENTATIVE MAINTENANCE & PERIODIC INSPECTIONS

1. Preventative maintenance and 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 takes 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 an inspections.

J. MOVE-OUT INSPECTION

1. 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 entire 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 and following the following procedures:

"Reasonable wear and tear" is defined herein as unavoidable deterioration in the dwelling and its fixtures resulting from normal use.

- a. The access code to the smart, touch Screen or key pad deadbolt on the front door of the Dwelling Unit will be changed after 12 NOON on the last day of the lease term, found in 1. b. of the Lease Agreement.
- b. Tenant has paid all charges, costs and rents due (including all utility bills and charges). Final utility bills will be deducted from Security Deposit.
- c. Tenant has provided Managing Agent with a valid forwarding residence address and telephone number.
- d. Prior to vacating, the Dwelling Unit has been cleaned by a Landlord-approved cleaning company.

At occupancy, upon Tenant's move-in, Tenant occupied the Dwelling Unit after it was professionally cleaned by a cleaning company. Therefore, **Tenant, prior to vacancy at lease expiration, at Tenant's expense, agrees to have the Dwelling Unit cleaned by a Landlord-approved cleaning company.**

- i. Tenant shall verify with Howard Hanna William E. Wood Property Management for a list of Landlord-approved cleaning companies. Tenant shall coordinate a date and time prior to move-out or vacancy for the Dwelling Unit to be cleaned. **Tenant must schedule well in advance for the Dwelling Unit to be cleaned to ensure that the apartment is clean prior to the vacancy date given to Managing Agent.**
- ii. The Dwelling Unit shall be empty and free of all belongings and trash. Tenant may incur additional cleaning charges if Dwelling Unit is not ready to be cleaned at the agreed upon time or before the end of the lease term.

A copy of the paid Landlord-approved cleaning company's bill is required at time of move-out.

If Tenant does not arrange to have the Dwelling Unit cleaned by an Landlord-approved cleaning company prior to move-out, Landlord may hire an approved cleaning company to clean the Dwelling Unit. The cost to clean the Dwelling Unit 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. No access to the Dwelling Unit will be allowed after vacating date.
- 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 rods 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

DAMAGE ADDENDUM

STANDARD TENANT DAMAGE COSTS (in USD)*

1	Replace deadbolt lock	175.00
2	Replace smart, keypad deadbolt lock	275.00
3	Replace window pane (picture window)	200.00
4	Replace window pane/sash (thermal)	360.00
5	Replace window shade/blind (small)	30.00
6	Replace window shade/blind (large)	50.00
7	Replace screen door	600.00
8	Replace screen in screen door	75.00
9	Replace window screen (removable)	35.00
10	Replace wood entrance door	1200.00
11	Replace wood interior door	300.00
12	Replace door casing/jamb	225.00
13	Replace range electrical eye ring	40.00
14	Replace range drip pan	3.00-5.00
15	Replace range/oven knob	25.00
16	Replace range/oven	500.00
17	Replace range/oven rack	60.00
18	Replace range hood	200.00
19	Replace range hood light cover	15.00
20	Repair kitchen drawer	90.00
21	Replace kitchen drawer	150.00
22	Replace refrigerator door molding	85.00
23	Replace refrigerator shelve supports	65.00
24	Replace refrigerator door gasket or panel	160.00
25	Replace butter keeper	30.00
26	Replace refrigerator drawer	75.00
27	Replace refrigerator light	5.00
28	Repair refrigerator due to over freezing	95.00
29	Replace refrigerator/freezer handle	100.00
30	Replace refrigerator cover pan	60.00
31	Replace refrigerator shelf	60.00
32	Replace ice cube tray (1)	5.00
33	Replace refrigerator	500.00
34	Replace kitchen faucet	250.00
35	Replace kitchen sink	200.00
36	Replace door closer on screen door	85.00
37	Replace door stopper	5.00
38	Replace door knob (front door)	125.00
39	Replace door knob (privacy)	85.00
40	Replace door knob (passage)	65.00
41	Replace weather stripping or threshold	100.00
42	Replace toilet seat	35.00
43	Replace tissue holder (ceramic)	100.00
44	Replace towel bar & supports (includes wall damage)	100.00
45	Replace towel bar	35.00
46	Replace toilet	375.00
47	Replace toilet Fluid Master (damaged by Tenant)	125.00
48	Replace closet tension rod	30.00

49	Replace shower head	85.00
50	Replace shower rod	75.00
51	Replace bathroom faucet	175.00
52	Replace faucet handle	65.00
53	Replace medicine cabinet mirror	90.00
54	Replace standard medicine cabinet	175.00
55	Replace medicine cabinet shelves	25.00
56	Replace bathroom sink	300.00
57	Replace vanity sink/cabinet	300.00
58	Repair vanity door	85.00
59	Replace tub hair catcher	10.00
60	Replace vanity/sink strainer (if applicable)	5.00
61	Replace vanity pup-up	65.00
62	Repair wall due to water damage from shower	150.00
63	Replace vinyl plank flooring (per sq. ft)	20.00
64	Replace vinyl flooring in kitchen or bath (per sq. ft.)	12.00
65	Repaint Dwelling Unit (per sq. ft.)	2.00
66	Exterminate for insects and rodents	150.00
67	Replace window lock	85.00
68	Replace electric receptacle or switch	85.00
69	Replace electrical receptacle or switch plate	5.00
70	Replace thermostat	125.00
71	Replace smoke detector	100.00
72	Replace standard light fixture	100.00
73	Replace globe over light fixture	60.00
74	Replace light bulb	5.00
75	Clean kitchen cabinets and countertops	75.00
76	Clean range/oven inside	50.00
77	Clean range/oven racks	35.00
78	Clean range/oven outside	10.00
79	Clean range/oven hood	15.00
80	Clean refrigerator/freezer	50.00
81	Clean refrigerator/freezer outside	15.00
82	Clean kitchen sink	15.00
83	Clean kitchen floors	45.00
84	Clean all walls in Dwelling Unit	50.00
85	Clean base covering in Dwelling Unit	50.00
86	Clean blinds/shades	25.00
87	Clean tub/shower	50.00
88	Clean toilet	25.00
89	Clean bathroom floor	30.00
90	Clean woodwork & window sills	40.00
91	Clean window (each)	20.00
92	Remove trash & items from Dwelling Unit	125.00
93	Remove poster putty, foam, tape, nails, etc. from walls. (each)	2.00
94	Replace stove-top fire extinguishers (each)	50.00
95	Replace A/C drip pan (each)	60.00
96	Replace window security bar	35.00

* Includes material and labor.

**NOTE: THESE STANDARD CHARGES ARE SUBJECT TO CHANGE DEPENDING UPON THE NATURE EXTENT OF DAMAGE OR ACTUAL COSTS. Tenant agrees that the above list of charges may be used in the event of Tenant damages to the Premises or if the Tenant does not vacate the Premises in accordance with this Lease Agreement.

WITNESS the following duly authorized signatures:

TENANTS:

Managing Agent:

Signed Date

Signed Date

Signed Date