

Dear Resident(s),

On behalf of our staff, we would like to welcome you to the University Apartments community. We are excited for the opportunity to have you as a resident and sincerely hope that you will enjoy living in your new apartment with University Apartments!

The Resident Handbook that follows should answer most of the questions that you may have about your apartment and about University Apartments. If you have any additional questions, please do not hesitate to call our office at (434) 977-9000 or email us at <u>leasing@u-apts.com</u>.

Sincerely,

The University Apartments Team

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# GENERAL OFFICE & PAYMENT INFORMATION

#### OFFICE ADDRESS:

University Apartments, LLC 1025 Wertland Street Charlottesville, VA 22903

#### **OFFICE HOURS**\*

Monday - Friday:8:00 a.m. to 5:00 p.m.Saturday:9:00 a.m. to 5:00 p.m.Closed:Sundays and select holidays\*All hours are subject to change.Changes will be posted at the office.

#### <u>RENTAL PAYMENTS</u>

The rent is due on the FIRST (1st) of each month. As a courtesy we accept payments until the 5th of the month before assessing a late fee. Please be advised that if any portion of your rent remains unpaid by the 5th, we will assess a late fee on the 6<sup>th</sup> of the month as specified in your lease agreement. Our office accepts checks, money orders or credit cards for payments, however additional fees will apply for credit card payments. We also currently offer an online payment option through our property management software, however, we cannot guarantee that this option will always be available. Our office will not accept cash at any time. A drop slot is located at the door on the left side of the office for after-hours payments. Checks, cashier's checks and money orders should be made payable to "University Apartments, LLC." We do not accept post-dated checks; all rent payments will be deposited on the day they are received. We do not recommend mailing your payment unless you mail it with a certified delivery date. If you must mail your check, please note that we do not go by the postmarked date on the envelope. Your check must be received by our office by the 5<sup>th</sup> of the month for it to be considered on-time and to avoid late fees. Holidays, weekends and office closings do not allow for exceptions to the due date schedule for rent payments described above and in your lease agreement. Please make sure to include your name, contact information and your apartment address on the check. Lastly, before dropping off or mailing your check, please make certain that the amount is written correctly and that the check has been signed and dated. These delays in payment will also add late fee charges to your account as stated in your lease. Please be advised that University Apartments does not send reminders or invoices to tenants about upcoming rent payments. Late fees will not be waived for any reason.

#### UTILITY PAYMENTS

All utility costs that are due to University Apartments must be paid by the FIRST (1<sup>st</sup>) of each month. Utility costs outlined in your lease are to be paid monthly to University Apartments. Please be advised that University Apartments does not send reminders to the tenants about these utility costs being due. If the tenant(s) fails to pay utility costs by the FIFTH (5<sup>th</sup>) day of the month, a late fee will be assessed. If your lease includes a utility lease addendum, please refer to your utility lease addendum for further details.

#### PACKAGE DELIVERY

University Apartments will not accept mail or packages on behalf of tenants under any circumstance. Each delivery carrier will determine how to handle package delivery for your apartment building. We do not recommend having packages delivered when no one is home to accept them. We highly recommend shipping packages with a signature confirmation so that they are not left out in the open. University Apartments is not responsible for lost, stolen or damaged packages. Please report lost, stolen or damaged packages to the delivery carrier and the local police.

# MOVE-IN INFORMATION

#### <u>KEYS</u>

Keys to your apartment can be picked up during business hours at our leasing office no earlier than 4:00pm on the lease start date designated on page 1 of your lease agreement. Keys will not be issued under any circumstances unless there is a \$0 balance due. The first month's rent, utility fee, security deposit, restoration fee, pet fee or any related other fees must be paid in full before you will be allowed to pick up your keys. If you are unable to pick up the keys and move-in information during business hours, please contact our leasing office. As long as all amounts due have been paid in advance, we will do our best to accommodate your after-hours move-in needs. You must present valid identification in order to pick up keys. Only authorized tenants that are listed on the lease agreement or accompanying addendums can pick up keys to the apartment. Each tenant will need to pick up their own key from our office. Friends, family members or other associates may not pick up keys to your apartment unless we have received written authorization from you and all other tenant(s) on the lease. Only 1 mailbox key will be issued per apartment.

#### <u>MOVE – IN INSPECTION FORM</u>

As a part of your move-in package, you will receive a move-in inspection form. The top white copy must be returned to our office within five (5) days of receipt in order to reflect the apartment's condition at move-in. Please be advised, that if you turn in an inspection form more than 5 days after the first person picks up the keys to the apartment, we will not be able to honor damages listed when processing your security deposit upon your departure. Please be as thorough as possible when inspecting your apartment. For example, please check that each window has a screen and note any marks on the walls. If something was overlooked when we turned over the apartment to you, we want to correct any deficiencies. This also helps us in determining the appropriate charges upon your move-out inspection.

#### UTILITY CONNECTION INFORMATION

For any utility that is not covered in your lease agreement, please contact the necessary utility companies <u>at least two</u> <u>weeks prior</u> to move-in to insure that the service(s) will be connected by the time you move-in. You will be billed directly for these services and you will need to set up an account with the providers. Some providers may require a deposit.

ELECTRICITY - DOMINION VIRGINIA POWER Phone: 1-866-366-4357 Website: <u>www.dom.com</u>

NATURAL GAS & WATER/SEWAGE – CITY OF CHARLOTTESVILLE GAS & WATER Phone: 1-434-970-3211 Website: www.charlottesville.org/utility

> <u>CENTURYLINK- TELEPHONE/INTERNET</u> Phone: 1-888-723-8010 Website: <u>www.centurylink.com</u>

<u>COMCAST- CABLE TV/INTERNET</u> Phone: 1-800-COMCAST (266-2278) Website: <u>www.comcast.com</u>

#### INTERNET (if applicable)

If the Landlord provides Ting internet at your location as a service that is included with your monthly utility fee, all internet related issues should be reported directly to Ting. Ting will provide any necessary customer service including troubleshooting, set-up and resolving apartment-specific issues. Ting can be reached at 434-227-5984. Please contact the Landlord if Ting is unable to resolve the issue to your satisfaction. The Landlord cannot be liable for failure to deliver service for short periods of time because of the potential for sporadic service outages or interruptions due to circumstances directly out of the Landlord or Ting's control (i.e. weather, power outages, equipment maintenance, etc..). Internet is not guaranteed to be available 24 hours a day, or 7 days a week.

#### RENTAL INSURANCE INFORMATION

Can you afford not to have renter's insurance? If your computer or television were stolen tomorrow, could you afford to go out and replace them? If your clothes were ruined from smoke and water damage, could you, out-of-pocket, afford to replace them? If sued by someone injured in your apartment, could you afford to hire a lawyer?

Some residents assume that their landlords protect their personal and household possessions. <u>THAT IS NOT TRUE</u>. To protect your property against loss, you need to own a renter's insurance policy. Landlords are not responsible for your personal belongings, so to protect your personal belongings against loss, it is highly recommended that you purchase a renter's insurance policy.

For a minimal cost per year, you can protect your personal belongings from damages, theft, or loss in your home and elsewhere by investing in a renter's insurance policy. A renter's insurance policy may cover furniture, clothing, and most personal possessions for their actual cash value at the time of loss.

Please make sure that your rental insurance also includes personal liability coverage and will pay for extra living expenses if your home is uninhabitable due to fire or other hazard. Remember that renter's insurance is not designed to insure items of special or significant additional value. You may need to insure these items separately with an endorsement on your policy.

For additional information on renter's insurance, you can contact one of the insurance companies listed below or you can find your own provider.

Cabell Insurance: (434) 977-5313 State Farm Insurance: (434) 296-1010

# GENERAL MAINTENANCE INFORMATION

#### <u>LIGHT BULBS</u>

At your move-in, all light bulbs in your apartment should be in working order. Once you move into your apartment, replacing the light bulb(s) becomes your responsibility during the lease term. You must replace light bulbs with the exact type and wattage of the bulb that was removed. Using a different and higher wattage bulb is a fire hazard. University Apartments is available to assist you with light bulb changes at the hourly maintenance rate listed in your lease agreement if you provide the new bulbs. Otherwise, we will charge the hourly maintenance rate listed in your lease agreement plus the cost of the bulbs.

#### GARBAGE DISPOSALS

Many of our apartments include garbage disposals in the kitchen sink. Garbage disposals are only designed to handle a small amount of left over scraps from soft foods only. Anything that you don't absolutely need to put in the garbage disposal should be placed in the trash can. Fibrous food waste, such as corn husks or cobs, rice, pasta, potato peelings and bones should not be placed in the garbage disposal. For proper operation, first turn on the cold water, then slowly put waste into the disposal. We recommend that you use the rubber drain stop as a guard over top of the disposal at an angle that blocks food and water from coming out towards you. Please allow the water to run for a few seconds after turning off the disposal. Please do not allow foreign objects to get into the garbage disposal. Historically, we have found various types of items such as jewelry, bottle caps, utensils, glasses and even a rubber snake to cause a clogged or broken garbage disposal. Do not ever put your hands or fingers inside the disposal. Tenant(s) will be billed if service is required as a result of foreign objects or improper use of the disposal. Please contact our office if you have any questions about the use of your garbage disposal.

#### WASHERS & DRYERS

Many of our apartments include washers and dryers for your convenience. If your washer or dryer is not working properly, please report the issue to the office immediately and discontinue using the machine until the necessary repairs have been completed. Please make sure that you **clean out the lint filter in your dryer after each use. Please do not overload your washer or dryer.** Washing machines have fill lines on them and overfilling these machines can cause expensive repairs. Damage or necessary repairs caused by improper use, overloading or unclean lint traps will be billed to the tenant(s) of your apartment. Please contact the leasing office if you have any questions about proper use of the machines.

#### LAUNDRY ROOMS

Most residents living in buildings that do not have washers and dryers in each apartment will have access to an onsite or nearby laundry room. Please make sure not to overfill these machines. The lint trap in the dryer must be cleaned before each use. Currently, laundry rooms are located at 10 University Circle, 68 University Way, 1115 Wertland Street, 1205 Wertland Street and 1801 Lambeth Lane. Currently, the laundry facility at 1801 Lambeth Lane includes coin-operated laundry machines. Most of our other laundry rooms use reusable electronic laundry cards. Please stop by our leasing office during office hours to purchase or refill a laundry card and get the code to the laundry room closest to your location. If you notice that a washing machine or dryer in a laundry room is not working properly, please contact our office immediately to report the issue. Please make sure to accurately describe which machine is in need of repair. **All electronic laundry cards must be returned to the office at move-out**.

#### <u>SHOWER STALLS/BATHTUBS</u>

Please do not clean your shower/bathtub or the tub surround with abrasive cleaners that will scratch the surface of your tub surround. Never use bleach. Always close your shower curtain fully when using your shower to prevent leakage and use a heavy bath mat on the floor. Leaving the shower curtain partially open can cause water damage to the floor and to the apartment beneath yours. Tenants will be responsible for damages caused by not closing the shower curtain completely. Mold and mildew can be eliminated or kept to a minimum if you regularly clean and keep your bathroom ventilated. If you discover that the caulk or grout around your bathtub/shower is deteriorating, please contact our office.

If your apartment has an exhaust fan in the bathroom, it is important to **run the exhaust fan during shower use and for 20-30 minutes afterwards**. Apartments that do not include an exhaust fan in the bathroom should have a window in the bathroom. In order to prevent the buildup of mildew and mold, it is important to **leave the window partially open while the shower is being used and for 30 minutes afterwards**.

#### WATER LEAKS, LEAKING FAUCETS AND TOILETS:

Water leaks, even small ones such as dripping faucets and running toilets can cause huge increases in the water bill for an apartment building. If left alone, the wasted water can add up to hundreds or thousands of dollars in increased costs. We typically check for water leaks when we perform our routine filter changes, however, as residents living in the apartment, it is much more likely for you to notice an issue several weeks or months before we do. **Please report any running toilets, dripping or leaking faucets, fixtures or appliances to the leasing office immediately**. If an unreported leak or a leak caused by negligence causes property damage or causes significant increases in water bill, your apartment will be billed for the amount of this increase.

#### UNCLOGGING TOILETS AND DRAINS

We encourage you to purchase and keep an inexpensive rubber plunger in your apartment. We strongly recommend purchasing a hair catcher for each bathtub in your apartment to cover your bathtub drain. Tenants are responsible for unclogging toilets, sink drains, tub drains, and garbage disposals. If our Maintenance Staff unclogs a toilet, sink drain, tub drain, or garbage disposal at your request, you will be billed accordingly. Please do not flush paper towels, cotton swabs, condoms, diapers, flushable wipes, or any other foreign objects down the drains. You will be charged accordingly for any resulting damages caused by clogged drains or improper use of toilets, bathtubs or drains.

#### SNOW REMOVAL

In the event of snow, tenants are responsible for clearing snow away from their individual cars and parking spaces. University Apartments recommends that residents purchase a snow shovel in the fall season because we are unable to lend snow shovels to our residents. As conditions allow, University Apartments will clear walkways and parking lots as soon as possible. Please use extreme caution when walking or driving whenever there is inclement weather. University Apartments will not clear walkways or driveways for single family homes such as 1201 Wertland Street, 110 Kent Terrace, and 1721/1723 Jefferson Park Ave. Residents living at these locations are responsible for removing snow from these areas. University Apartments will only clear the public sidewalks adjacent to the street at these locations.

### HARDWOOD FLOOR MAINTENANCE

Residents are responsible for maintaining the floors in the same condition as when they moved into the apartment. Please follow the care and guidelines listed below:

- Vacuum, sweep or dust mop your floor once a week, or more if needed. The vacuum head must be brush or felt, and a wand attachment is preferable. Do not use vacuums with beater bars or hard heads. A swivel-head mop with terry cloth cover is also highly recommended to eliminate finer particles of grit and dirt that can act like sandpaper on hardwood floors.
- Do not damage your floor with shoes having heel taps or sharp objects protruding from the sole such as rocks, exposed nails and gravel.
- <u>Do not walk on wood floors with spike- or stiletto-heeled shoes</u>. Spike or stiletto high-heels damage wood floors and it is recommended that you do not wear them in your apartment. Any damages resulting from high-heel or spiked shoes will be charged to you when we process your security deposit.
- Use interior and exterior doormats at all entrances to collect dirt and moisture and prevent it from being tracked onto the floor.
- Use furniture leg protector pads under all furniture and make certain to keep them clean and well maintained. Replace hard, narrow furniture rollers with wide rubber rollers.
- <u>Do not roll or slide heavy objects directly upon the floor</u>. When moving appliances or heavy furniture, consider laying a solid protective covering on your floor and gently "walk" the item across it. Carpet or cardboard is not adequate to prevent scratches.
- Spills and tracked-in dirt should be wiped up immediately. For spot cleaning, apply a Hardwood & Laminate Floor Cleaner onto a clean cloth and rub onto the spot.
- Never clean or wet mop with water. Do not use a Swiffer WetJet. Water may permanently damage the floor. Never apply wax treatments to your urethane-coated floor.
- Periodically clean the floor with a hardwood & laminate floor cleaner using a swivel-head mop with terry cloth cover. Spray the floor cleaner directly onto the floor or dampen the swivel-head mop and apply. DO NOT allow excess Hardwood & Laminate Floor Cleaner to remain on the floor's surface. Excess liquid may damage the fiber of the wood.
- Area rugs are recommended in front of kitchen sinks, at all pivot points and within high-traffic areas. Do not use rugs with solid rubber or vinyl backings. The rugs must be made of a breathable material to prevent moisture entrapment.
- Never use any of the following products (or products similar in nature) on your floor: ammonia-based cleaners, acrylic finishes, wax-based products, detergents, bleach, polishes, abrasive cleaning soaps, or acidic materials such as vinegar. Many of these products can pit or etch the finish of your flooring or prevent the proper use of recommended maintenance materials.
- Keep animal nails trimmed to minimize finish scratches.
- Protect your floor from direct sunlight. Use curtains and UV resistant film on large glass doors and windows.

#### <u>SMOKING</u>

All of our properties are all designated as non-smoking. In an effort to provide healthy, clean apartments for our current and future tenants, we do not allow smoking anywhere on our properties including outside. All Tenant(s) must sign and agree to the Smoke-Free Lease Addendum Attached to their lease agreement. If tenants or their guests are found to be smoking on the property, please note that it is a violation of your LEASE AGREEMENT and your lease could be terminated at the Landlord/Broker's discretion. Please see pages 27-28 for a sample of our smoking addendum.

#### SMOKE DETECTORS

Upon moving into your apartment, the maintenance of the smoke detector becomes the residents' responsibility. When the smoke detector beeps at one minute intervals, the battery needs replacement. Most of our apartments' smoke detectors use a lithium 9-Volt battery. Please call the office if you need help changing the battery.

Our maintenance staff will inspect and test the smoke detectors regularly. For your safety, please do not disconnect your smoke detector or remove the battery except to replace it. In addition to being a violation of your lease agreement, it is also illegal to tamper with or remove the smoke detectors in your apartment.

Maintaining Your Smoke Detector:

Your smoke detector has been designed to be as maintenance free as possible. However, there are three simple things you must do to maintain your unit in reliable working condition:

- 1. Test your smoke detectors both weekly and following any activation of the alarm. To test, firmly press the button located in the center of the cover for a few seconds. The alarm will sound.
- 2. Have the smoke detector serviced if needed. Please call the leasing office if the test does not produce a sound.
- 3. Your smoke detectors may need to be cleaned if grease or dust accumulates on the detector. In order to clean the smoke detector, remove the smoke detector, then remove the battery and vacuum any accumulated dust with a soft brush attachment. The battery should be reinstalled and the smoke detector should be reinstalled and tested immediately after cleaning. Please clean smoke detectors one at a time, making sure that none of the smoke detectors are disconnected for longer than two or three minutes.

#### MONITORING YOUR SMOKE DETECTOR:

The electronic detector alarm horn and solid-state indicator light (visible by looking directly into the clear push button of the test switch) are designed to help you monitor the detector. The table below will help you determine the detector status. The detector will automatically return from the "alarm" to the "normal" state when the reason for the alarm, such as the presence of smoke, is completely removed.

Detector Status	Electric Horn	Indicator Light
Normal - Functioning Properly	Silent	Flashing once each minute
Low Battery - Replace Battery	Beeping once each minute	Flashing once each minute
Alarm - Detecting Smoke	On continuously (steady pulse)	On continuously

# CARBON MONOXIDE DETECTORS

Upon request from a tenant, University Apartments will install a carbon monoxide detector in your apartment if your apartment building has gas heating, hot water or appliances.

## 24 HOUR EMERGENCY MAINTENANCE LINE INFORMATION

University Apartments provides 24-hour emergency service to handle maintenance emergencies which involve risk to human safety or a property. If you have an emergency during office hours, please call (434) 977-9000. If the emergency occurs after office hours, please call our emergency answering service at (434) 972-1976. If you have a problem that can wait until our office is open again, please call the office and follow the prompts in order to leave a work order or message.

The following list consists of issues which are considered emergencies:

- Active water leaks (not including minor leaks such as dripping faucets)
- No heat (if outside temperature is below 60 degrees)
- Malfunctioning door/window locks or other issues which could potentially compromise security
- No running water
- Sewage back up
- Malfunctioning or clogged toilet if your apartment only has one toilet
- Gas leak. As advised by the City of Charlottesville Public Works and Utilities Department, if you smell gas or suspect a gas leak, leave the area immediately. Do not try to find or stop the leak. Do not touch anything in the area, do not smoke, use a cell phone, turn lights or appliances on or off or operate any kind of vehicle or equipment that could create a spark. **Immediately call 9-1-1**
- In the case of a fire or any other major emergency, please **call 9-1-1 immediately**. Then, please the emergency answering service. We strongly recommended purchasing a fire extinguisher to keep in your apartment in case of an emergency
- For full power outages in the apartment, please call Dominion VA Power: 1-866-366-4357. If individual rooms or areas of the apartment are without power, residents should check their circuit breakers first and reset the breakers for the affected rooms/areas. After checking the breakers, if Dominion Power confirms that power should be working in your apartment and the entire apartment is still without power, please call the emergency answering service.
- For any other issues not listed here that could be considered a significant emergency, please call the emergency answering service

There are many common issues that can arise that are not considered emergencies that would require an after-hours response. These items will be responded to promptly during business hours. The following issues and other similar issues should be reported to the main office line at 434-977-9000 or via email to <u>leasing@u-apts.com</u>:

- Malfunctioning appliances such as your washer and dryer, dishwasher, refrigerator, microwave, or stove (unless the malfunctioning appliance is causing a fire, water or gas leak as described above)
- Clogged or malfunctioning toilet when there is another working toilet in the apartment
- Loss of hot water
- Dripping faucets or small water leaks that are not causing damage
- One or two rooms have lost power (residents should check their circuit breakers for this as described above)
- Loss of air conditioning

# LOCK OUTS

For your safety it is important that you keep all doors and windows to your apartment locked at all times. Please always make sure to carry your keys with you any time you are away from the apartment, even if you are only stepping out briefly. Any time our staff enters your apartment, we will lock the doors upon exiting (unless you are present and instruct us not to or you close the door as we leave). We will not meet you at your apartment to unlock the door for you for any reason and we will not be able to let you borrow a key after office hours. During office hours, you are welcome to come by the office with valid identification and borrow a key or purchase a replacement key. Borrowed keys may be used free of charge, but must be returned by 5:00pm on the same day that the key is borrowed. If you do not return the key by 5:00 p.m. on the same day, you will be charged the \$10.00 replacement fee for the key.

If you are locked out of your apartment after office hours and your roommates (if applicable) are not available to let you in, please call **Albemarle Lock and Safe at 434-977-5397**. Albemarle Lock and Safe will charge you for this service. University Apartments' staff is not authorized to handle after-hours lock outs.

Please be advised the University Apartments staff will lock your doors when leaving your apartment after a work order, inspection or apartment tour. It is your responsibility to make sure you have your keys with you at all times when you leave your apartment. Attempting to gain entry by climbing through windows or by other means is strictly prohibited. Any damage occurring as a result of attempting to gain entry through the windows or other means will be billed to the Resident.

#### WINDOW SCREENS

Most of our apartments have window screens installed on the windows. Window screens allow you to open your windows during warmer seasons to enjoy a nice breeze. All window screens should be installed and intact when you move in. If you find any missing or damaged window screens within 5 days of the first person picking up keys to your apartment, please list the items on your move-in inspection form. After this period, it is assumed that all window screens are intact and tenants will be held responsible for replacing or repairing any missing or damaged window screens. Tenants are strictly prohibited from removing window screens. **Do not remove or attempt to remove any of the window screens for any reason** unless you need to use that window for egress during an emergency such as a fire. Tenants are strictly prohibited from tossing any items out of the windows and from smoking inside the apartment, so there is no reason to remove the window screens. Tenants will be billed immediately if window screens are torn, damaged, missing or have "fallen out" of the windows.

#### ABANDONMENT/ABSENCE

Resident(s) is required to notify Landlord in writing when Resident(s) will be absent from the apartment in excess of 7 days as provided under applicable Virginia law. Vacant or apparent abandonment of the premises (whether or not the keys are returned and accepted by the Landlord) shall give Landlord the right to possession, the option to terminate this Lease, to remove any remaining personal effects therein and dispose of the same in a manner within his sole discretion in accordance with applicable Virginia law.

# **GENERAL INFORMATION**

#### LEASE RENEWALS

We appreciate long-term residents and encourage residents to renew their leases whenever possible. As long as your apartment will be available for the next leasing term, we will contact you well in advance of your lease end date to determine if you will be staying in your apartment for an additional year. This process typically begins in September. You will be asked to respond to us by a specified date in order to sign a renewal lease agreement and reserve your apartment for the following year. It is particularly important that we hear from you by the deadline provided, as demand for apartments in the University area is very high. You are welcome to renew your lease after the deadline as long as your apartment is still available, however, we will not be able to guarantee availability of your apartment. If you have additional questions regarding the renewal process, please contact our office and we will be happy to assist you.

#### **GUEST POLICY**

University Apartments welcomes your guests when you invite them to visit, however, you do need to make it clear to your guests that they must abide by all University Apartments' policies. Please be reminded that nothing shall be done by the Resident(s) or his/her invitees and guests, which, in the reasonable judgment of the Landlord, shall affect the use and enjoyment of other rental units or the good name and reputation of the rental complex. It is the Resident's responsibility to make sure his/her guests and invitees are informed of and comply with all lease obligations. Please make sure that your guests do not park in reserved parking spaces belonging to our other residents or the leasing office, otherwise, they will be towed at the vehicle owner's expense. Tenants are responsible for the behavior and actions of their guests as well as any uninvited guests who may enter the property as a result of a party or gathering, whether the tenants are aware of their actions or not. Tenants will be held responsible for all costs incurred by the Landlord as a result of a party or gathering, so plan your parties well and avoid large crowds or parties which may get out of control.

#### NOISE COMPLAINTS AND CONDUCT

Living in an apartment community requires constant consideration of others, especially where noise is concerned. Residents and their guests are expected to extend common courtesy to their neighbors. Please try to keep the noise down in your apartment, especially during late night and early morning hours. Please do not play loud music, especially during late hours. If there are occupied apartments below your apartment in the building, please keep in mind that stomping, running, exercising, dancing, walking in heels, etc., can be a huge disturbance for your downstairs neighbors. We recommend placing an area rug down in your living room if your apartment has hardwood floors.

Most noise complaints result from boisterous behavior, loud stereo systems and pets. If you encounter noise problems, we suggest that if you feel comfortable, you can first talk to your neighbors about the problem. Often residents do not realize how easily sound can travel. If you do not feel comfortable discussing the issue with your neighbors or if the situation has not improved after a friendly discussion, please feel free to contact our office and we will send an anonymous warning notice to the apartment for the excessive noise.

There is a noise ordinance in the City of Charlottesville and in some of the surrounding counties. If you are experiencing excessive noise that you believe is in violation of the noise ordinance, please contact the Charlottesville Police Department via their non-emergency number at 434-970-3280. The police will enforce the noise ordinance at their discretion. Please notify our office the following business day with the apartment number of the offending

resident and the details surrounding the complaint. Please be advised that repeated noise complaints may result in warnings and could lead to an eviction if the disruptive behavior continues.

#### WALLS/PAINT

University Apartments does not allow residents to do their own painting within the apartment. Returning the walls to their original color can be very difficult and will result in high costs, which will be deducted from the security deposit at move-out. Move-out charges that exceed the amount being held for the security deposit will be billed to the tenants. Tenants should NEVER USE adhesives, tape, hooks, large nails or other hanging devices (such as toggle bolts or drywall anchors) to hang or attach items to the walls. Some of our older buildings have plaster walls which are very difficult to work with when hanging decorations. If this applies to your apartment, please make sure to use nails or hangers that are specifically designed for plaster walls. Guidelines can be found online that explain the proper steps for hanging items on plaster walls. Damage to the walls resulting from adhesives, masking tape, hooks, etc. will be deducted from the security deposit at move-out. Scrapes, scuffs, tears or gouges on the walls will also lead to charges against the security deposit at move-out. Please see the Move-Out Procedures section for additional information.

#### **INTERIOR AND BEDROOM LOCKS**

Tenants are prohibited from making alterations, including changing the locks or installing additional locks or chain latches to any doors within the apartment. Residents are also strictly prohibited from changing any exterior door locks for their apartment. These locks prevent our staff from entering your apartment during an emergency. If you are interested in having keyed locks installed on your bedroom doors, please contact our office about obtaining authorization for our staff to install these locks. There will be fees associated with the installation of keyed locks on bedrooms doors. The price will be determined at the time of your request. Historically, the price has ranged from approximately \$150-\$250 per lock.

#### BREAKING THE LEASE

University Apartments does not allow tenants to break their lease for any reason. Individual tenants can always be added or deleted from the lease as long as all lease holders involved in the change and University Apartments agree to the changes and sign a lease change request form. All new tenants adding onto a lease must submit a rental application, pay the application processing fee and meet our criteria for approval. Tenants can also re-let or sublet their apartment as described below.

#### SUBLEASING

Tenants may not enter into any sublease agreement without obtaining prior written consent from University Apartments. University Apartments reserves the right to qualify any prospective subtenants. In the event of a sublease, University Apartments will <u>not</u> be responsible for cleaning, painting or assessing damages in the apartment prior to occupancy by any subtenant. Both the tenants and the subtenants shall remain jointly and severally liable for the adherence to the conditions of the sublet agreement and the lease agreement, including any payments and must also agree to the following:

- a. Any subtenants must submit a rental application, pay the application processing fee and meet our criteria for approval.
- b. Both the original residents and the subtenants must sign the Sublet Agreement.

- c. The tenants understand that they remain responsible in conjunction with the subtenants under the terms of their lease. Any violation of the lease will be looked upon as the joint responsibility of both the tenants and the subtenants.
- d. A nonrefundable sublet fee in the amount of **one-half month's rent** will be assessed when the tenant secures an appropriate subtenant. The sublet fee must be paid by the tenant prior to your subtenant moving in.
- e. The tenants' original security deposit will be returned at the end of the lease in accordance with the terms of the lease agreement.

#### <u>RELETTING</u>

Tenants may re-let their apartment to another set of tenants if they are unable to fulfill the lease. Once a new group of tenants signs a new lease agreement for the apartment and pays the security deposit, the original security deposit (if applicable) will be returned to the original tenants and they will no longer be liable for the terms of the lease agreement.

- A. Should tenants wish for the Landlord to re-let their apartment, a nonrefundable administrative fee equal to **one-month's rent** shall be paid by the tenants and a re-let agreement must be signed. Landlord will not begin advertising for the re-let until the administrative fee has been paid in full.
- B. Tenants will remain responsible under all terms of the lease agreement until the Landlord finds an approved applicant and the new tenants' lease agreement begins. If new tenants are not found by the lease start date, the original tenants will be responsible for the terms of the full lease agreement until new tenants are found and a new lease agreement has been secured.
- C. It is highly recommended that tenants do their own advertising for re-lets to accompany the Landlord's basic advertising in order to increase the chances of finding new tenants to sign the lease. The Landlord will not do any paid advertising for a re-let and will not offer any promotions or concessions.

## COMMON AREAS, LAWNS, PORCH AND BALCONY USAGE

Common areas of a property are for the use and enjoyment of all tenants living at that location and for their guests while visiting. University Apartments feels that it is essential to maintain the cleanliness of the common areas, lawns and porch areas for all tenants to use and enjoy. Additionally, trash or a lack of cleanliness at any property is unsightly and can lead to unwanted pests such as raccoons or rodents. Please be respectful of your neighbors and the property and put forth your strongest effort to keep the common areas litter-free. Personal belongings are not permitted to be left in the common areas or hallways. If trash or other non-permitted items are left in the common areas or hallways for any length of time, our grounds staff will clean the areas and your apartment will be charged \$25 per trash bag for its removal and the additional hourly maintenance fee for any necessary item removal or cleanup. If damages occur and are due to the negligence or willful misconduct of tenants or their guests, tenants are responsible for paying for any damages to the property, including common areas and lawns.

All lawns, porch areas, and balconies are to be kept neat and orderly at all times and must be kept free of trash. Please dispose of cigarettes properly in an ashtray. Please do not throw cigarettes off of your balcony, nor dispose of them in the lawn area. If our staff cleans up cigarettes from your location, you will be charged at the hourly maintenance rate for the necessary cleanup. If trash or other non-permitted items are not cleaned up by 8:00am each day, our staff will clean the area and you will be charged at the hourly maintenance rate for the cleanup.

Only conventional patio furniture is allowed on a balcony or a porch. Please store all patio furniture on your porch or inside your apartment when not in use and do not leave items on the grass. Please be reminded that sofas, kegs, towels, furniture, trash or other items that are not conventional patio furniture may not be stored on your porch or balcony.

We do <u>not</u> permit pools or hot tubs of any size or type including inflatable or portable models. We do not permit water activities, such as slip and slides, to be used on the lawns, porches or common areas. If any item is found that is not exclusively meant for outdoor use or is not permitted to be used on the lawn, it will be removed from the area without notification. Any items that are removed will be held in storage for ten (10) days only. If the items have not been claimed within ten days, they will be disposed of. Tenant(s) are responsible for any costs involved with removal or storage of these items.

Please do not hang <u>any</u> lights outside on porches, balconies or any exterior area of the building. In addition, hanging chairs, swings, hammocks, etc. are not allowed to be attached or hung from any part of the building, however, they are allowed to be used if they are attached to a freestanding base.

# **GRILL POLICY**

University Apartments is proud to offer its residents homes that are aesthetically pleasing and free from fire hazards. Grills or any object containing combustible fuel, such as torches, heaters or fire pits are <u>not</u> allowed to be used or stored at any location. If these items are found, they will be removed immediately without notification at the resident's expense. We appreciate your cooperation with this policy.

## PET POLICY

Pets may be permitted, at the discretion of University Apartments, as long as said pets do not constitute a nuisance to other tenants or cause damage to the property. A **one-time fee of \$395.00** will be required for the privilege of keeping pets on the premises. The pet fee is nonrefundable and will not be applied to damages.

University Apartments allows:

- Cats. There is a maximum of 3 cats per apartment. A signed pet agreement and fees are required.
- Fish are allowed in aquariums up to 30 gallons. Aquariums larger than 30 gallons are not permitted. These animals do not require a pet addendum or additional fees.

University Apartments does <u>not</u> allow dogs or birds at any location. If you have a pet that has not been mentioned above, please make sure you check with the office to see if the pet will be allowed. You must have prior approval from University Apartments to have any pet in your apartment.

We strongly recommend leaving a note on the outside of your apartment door that reminds our staff that you have a pet. It is very helpful when showing your apartment and when responding to work orders to remind us about your pet so that we can make sure that they do not escape as we enter the apartment. If you call in a request for maintenance service, it is helpful to remind our office that you have a pet and to provide any special instructions such as keeping one of the bedroom doors closed. It is highly recommended that you have your apartment exterminated for fleas periodically.

## <u>SERVICE ANIMALS</u>

Please contact our office at 434-977-9000 or at <u>leasing@u-apts.com</u> if you have any questions about authorizing a service animal for your apartment.

# PARKING & TOWING POLICY

## PARKING POLICY & TOWING INFORMATION

Parking at any University Apartments location is reserved for current residents only, subject to a specific property's rules. All property owned or managed by University Apartments, including parking lots, driveways and driving lanes is considered private property. Any person parking on property owned or managed by University Apartments without authorization is subject to being towed without notice. University Apartments is not responsible for any damage or theft of any vehicle(s) that occurs on or off of our property.

University Apartments owns and manages a number of properties around the University area with reserved, off-street parking. If you live at a location where your apartment has one or more reserved, off-street parking spaces, as designated in your lease agreement, you have the limited authority to tow unauthorized vehicles from your parking space. Please call **FBR Recovery at (434) 975-4357** for your towing needs. Please be aware that towing companies require you to be present when the tow truck arrives. Please do not park in another resident's reserved parking space while you are waiting for the tow truck to arrive or for the unauthorized vehicle to move. If you park in another resident's parking space at any time, your vehicle will most likely be towed by another resident. All other parking spaces and areas on property owned or managed by University Apartments are monitored by University Apartments.

All vehicles are strictly prohibited from double parking, parking anywhere that blocks access to a trash area or dumpster, parking against a curb, in a driving lane, fire lane, on a sidewalk, lawn or parking anywhere other than a designated parking space or area at all times. This includes unloading your vehicle or temporarily parking in an authorized area to quickly run in and grab something from your apartment. Please note that if a tow truck shows up when your vehicle is parked in an authorized area, the towing company will charge you just for showing up, even if they do not actually tow your vehicle. Any vehicle found not in compliance of this policy will be towed immediately, without notice and at the vehicle owner's expense. If your car is towed from property owned or managed by University Apartments, please contact FBR Recovery at (434) 975-4357.

LOCATION	PARKING		
Raleigh Court - 10 University Circle	On-street parking only. City parking permit* required and is		
Jack Jouett - 68 University Way	available for purchase from University Apartments. Parking is first-		
	come, first-serve in designated areas only on University Circle and		
	University Way with a valid permit displayed.		
110 Kent Terrace	Driveway parking & on-street parking available.		
324 13 <sup>th</sup> Street	Reserved off-street parking (limited)		
630 Cabell Ave	Reserved off-street parking (1 space per Apt) & on-street parking		
	available. No permit required.		
1025**, 1027, 1029, 1107, 1109, 1115, 1121,	Reserved off-street parking (limited) for most apartments. Some		
1203, 1205, 1213 Wertland Street	apartments will only have the option to purchase a City parking		
	permit* for on-street parking.		
1201 Wertland Street	Driveway- all vehicles must be parked on right side only, angled		
	towards house.		
1721 Jefferson Park Avenue	Driveway parking & on-street parking available.		
1801 Lambeth Lane	Off-street parking available on a first-come, first-serve basis with a		
	valid University Apartments permit displayed.		

Detailed below are the parking locations and additional permit information, where applicable:

\*All City of Charlottesville parking permits for on-street parking are issued by University Apartments and must be assigned to one resident for the entire year. Permits cannot be transferred to another resident or from one vehicle to another vehicle, unless the original registered vehicle is no longer owned by the resident. City of Charlottesville on-street parking permits are valid from August to August each year and are usually available by mid-August. Permits for the current year may not be available before August at some locations. If permits are available before August, eligible residents that require parking in May, June or July will need to purchase the current year's permit and then a second permit for the upcoming year in August.

City parking permits **must be placed on the lower left hand corner of the rear window** immediately behind the driver (at the bottom left of the vehicle's rear windshield). If your vehicle has a soft top or tinted windows, the City requires the permit to be displayed on the front windshield, on the driver's side bottom corner.

City parking permits are issued by zone, however, there are restrictions within that zone. Residents of 10 University Circle and 68 University Way with a valid parking permit displayed are only allowed to park in the designated onstreet parking areas on University Circle and University Way. Residents of Wertland Street with a valid parking permit displayed are only allowed to park within the designated parking areas of their address block. For example, residents of 1107 Wertland Street must park in the 1100 block of Wertland St. between 1100 and 1121 Wertland St. (the highest address in the corresponding block). Any vehicles parked outside of the designated parking signs or extending past the curbs will be ticketed or towed by the Charlottesville Police Department.

If you no longer own the original vehicle you purchased a permit for and would like to purchase a replacement permit for a new vehicle, you must present a copy of your new vehicle registration. You will also need to remove or scrape off the old permit as much as possible and return it in order to receive a new permit. Fees will apply for replacement parking permits. Please contact our office for more information.

**\*\*Please be advised that the parking spaces in the driveway at 1025 Wertland Street are not available for use at any time by residents or their guests. You will be towed during business hours and after business hours without notice and at the vehicle owner's expense. Theses parking spaces are only available for University Apartments' staff and office visitors.** 

## **BICYCLES**

Bicycles must be stored inside your apartment or at one of the designated bike rack locations (listed below). Residents should use the closest bicycle rack for their location in order to prevent overcrowding. At no time can bicycles be stored in common areas, on the apartment landings, hallways or breezeways, attached to any railings, columns, stairways, signs, lamp posts, bollards, trees, water pipes, posts, or any other part of the building or property. If a bicycle is found attached to a railing or any part of the building, it will be removed immediately without notice. Bicycles found in a state of disrepair may also be removed by the Landlord. University Apartments is not responsible for any damage or theft of any bicycle(s).

Address	Bike Rack Locations	
10 University Circle	In front of the building	
68 University Way	In front of the building on the left side	
324 13th Street	In the parking lot behind the building	
630 Cabell Ave	In parking lot behind building	
1029 Wertland Street	Located at both of the rear corners of the building	
1109 Wertland Street	On the left side of the building	
1115 Wertland Street	In front of the building on the left side	
1801 Lambeth Lane	In front of the building	

## MOTORCYCLES, MOPEDS AND SCOOTERS

Motorcycles, mopeds and scooters must be parked in a designated parking space, either in your reserved, off-street parking space (if applicable) or in one of the designated parking spaces for your building (if applicable). If parking one of these vehicles in front of a car in a parking space, neither vehicle must stick out past the parking space.

Motorcycles, mopeds and scooters can never be stored inside of an apartment. The City and State Fire Codes prohibit the placing of motorcycles, mopeds, scooters and bicycles at entrances or on/under steps or landings of buildings. At no time can motorcycles, mopeds or scooters be stored in common areas, on the apartment landings, hallways or breezeways, attached to any railings, columns, stairways, signs, lamp posts, bollards, trees, water pipes, posts, or any part of the building or property. If a motorcycle, moped or scooter is found attached to a railing or any part of the building, it will be immediately removed without notice. University Apartments is not responsible for any damage or theft of any vehicle(s) including motorcycles, mopeds and scooters.

# MOVE-OUT PROCEDURES

# TENANT VACATE DATE & KEY RETURN

As you prepare to move out, you may be wondering how we expect you to leave your apartment and what procedures we expect you to follow. You are expected to be completely moved out of your apartment by noon on or before the tenant vacate date listed on page 1 of your lease agreement. This means **all keys need to be in our possession and the apartment must be returned to the required condition by 12:00pm on the specified tenant vacate date**. Exceptions will not be allowed. Please keep in mind that if you are planning to mail your keys in to our office when you move out of the apartment, our office must receive the keys by noon on the tenant vacate date. Significant penalties will be charged to residents for late move outs and keys that are not returned on time. There will be a \$25.00 charge per key for any key that is not returned to the office by your tenant vacate date. Please make sure to include your name and the apartment address for the apartment you are moving out of in the envelope along with the keys. Please also include your new mailing address for future correspondence. Keys will tear standard envelopes and can cause issues when being mailed, so **keys must be mailed in a padded envelope**. Moving and preparing the apartment for move out often takes longer than expected. Please plan ahead and start the process early.

## PROVIDING YOUR UPDATED MAILING ADDRESS TO OUR OFFICE & THE POST OFFICE

Each tenant is required to provide an updated mailing address to our office by the tenant vacate date. If you're planning to mail your keys to us at move-out, please make sure to include the forwarding address in the padded envelope along with the other necessary information. If you will be dropping off your keys in person, you can fill out a move out information sheet in our leasing office with your forwarding address. Alternately, your new mailing address can be provided to us via email at <a href="mailto:leasing@u-apts.com">leasing@u-apts.com</a> or by calling 434-977-9000. In addition, please make sure to provide your forwarding address to the Charlottesville post office. The post office will return your mail to the sender if they do not have your forwarding address. You will not be able to access the mail box after your lease end date.

#### <u>SECURITY DEPOSIT RETURN</u>

In compliance with the Virginia Residential Landlord and Tenant Act, University Apartments will return the security deposit to the designated contact person on your lease agreement via mail, within 45 days of your lease end date, less any applicable deductions for cleaning, painting, damages or unpaid balances on your ledger. The security deposit will be returned only to the most recent address on file for the designated contact person on the most recent lease agreement. University Apartments will **not** divide security deposit returns among roommates, even if the deposit was paid separately at the beginning of the lease agreement. The check will be made payable only to the designated contact person on the lease and it is up to that person to distribute it to other residents as agreed with those residents. The contact person can only be changed if all lease holders agree in writing by the lease end date. Per the Virginia Residential Landlord and Tenant Act, interest will be added to the security deposit for any lease longer than 13 months if the applicable interest rate during the lease or renewal lease terms is above 0%.

#### **RESTORATION FEE**

Per your lease agreement, a restoration fee is due upon execution of the lease. The nonrefundable restoration fee is to be retained by Landlord for normal and customary cleaning at turnover. It is agreed that the Tenant will comply with all the provisions of this Lease and the Resident Handbook, and has completely vacated the premises in good condition. In exchange for the payment of this fee, Landlord agrees to perform certain cleaning and painting duties as indicated below. It is assumed that the Tenants are performing regular cleaning and are maintaining the cleanliness of the apartment throughout the lease term. Additional charges may be assessed for any excessive cleaning, for stains and/or damage to the carpet and for any other damages including painting.

The **restoration fee** covers the following items:

- Professional carpet cleaning (not to include stain or spot removal or any damage).
- Cleaning of hardwood floors (tenants are responsible for sweeping the floors and removing all trash and dirt before the move-out date).
- Cleaning of vinyl flooring.
- Touch-up painting.
- Cleaning of light fixtures.
- Cleaning of appliances (not to include scrubbing, scraping of food or spills).
- Replacement of reflector pans under range burners.
- Wiping down of kitchen cabinets and countertops.
- Cleaning bathroom fixtures, mirrors and countertops (not to include excessive dirt or residue).
- Replacement of up to two light bulbs.
- Cleaning of mini-blinds and windows.
- Cleaning washer/dryer (where applicable).
- Wiping shelving in closets.

The tenant is responsible for the following:

• All belongings including coat hangers, trash, boxes, soap, toilet paper, shower curtains, etc. must be removed from the unit and from outside the unit, including balconies, patios, breezeways and storage

areas and properly disposed of in the property's dumpster (if applicable) or removed from the property. No property or trash shall be left at curbside.

- All holes in walls and ceilings created by nails, hanging plants/lamps or shelves, etc. must be patched with an appropriate amount of spackling compound and sanded smooth.
- All cabinets and drawers must be cleared out, including all contact paper and glue residue shall be removed.
- For ovens that have a self-cleaning option, Tenant agrees to complete this process prior to move-out, as this typically requires more than 4 hours.

The Restoration fee will **not** cover the cost incurred by the Landlord for excessive cleaning of the apartment and/or the carpets and floors, repairing floor damage, repairing wall damage, painting walls back to the original color, removing trash or personal items, repairing and/or replacing fixtures, including but not limited to, mini-blinds, screens, doors, sinks, cabinets, lights, tile, countertops and railings. Any charges for excessive cleaning and/or damage will be deducted from the Security Deposit. If repair or replacement is not possible, Landlord or Broker reserves the right to assess against Tenant(s) the value of the damages. If a repair of any item requires travel to supply house, Tenant will be charged for the time traveling to and from the supply house, plus gas and wear and tear on the vehicle. Tenant will be responsible for any charges remaining due after the deductions from the Security Deposit. While we will do everything we can to minimize expenses to you, charges can mount up quickly and we encourage you to ensure that your apartment is in the appropriate condition prior to moving out. University Apartments will not make any estimations or assessments of your apartment for you before you move out. We may however, enter your apartment before your move-out date, upon proper notification, to determine if any repairs are necessary so that we can properly schedule any workers or contractors for turnover. These determinations will be for our records only and will not be given to residents.

# MOVE-OUT REMINDERS

#### UTILITY DISCONNECTIONS

As a reminder, if you are responsible for paying electricity and water for your apartment, you must **leave the electricity and water/sewer on in your name until the actual lease end date (not the tenant vacate date)**. Failure to do so will result in reconnection fees per utility, charged to your security deposit. Please remember to schedule any other services you are paying for such as gas, internet, cable television or phone for disconnection on the tenant vacate date listed on page 1 of your lease agreement.

#### PERSONAL ITEMS

All personal items, and furniture, etc. must be removed when you leave your apartment. If we have to remove your personal items, you will incur charges for removal and storage. Please remember to check all closets, cabinets and drawers in the apartment, as items are often left in these areas. Any items of personal property which are left in or about the Premises, after Tenant(s) vacate the Premises will be considered abandoned property and will be disposed of by Landlord or Broker immediately. Landlord or Broker will not replace abandoned items or reimburse tenants for their estimated value.

#### <u>CLEANING</u>

While many of the standard cleaning requirements are covered by your restoration fee, please remember to complete all of the tenant cleaning requirements in your lease (and listed in the above section) prior to the tenant vacate date listed on page 1 of your lease agreement. Failure to complete these requirements could result in significant deductions from your security deposit and in some cases could leave you owing money after your security deposit has been used for these items.

#### MOVE-OUT INSPECTIONS

As stated in your lease agreement, you have the right to be present at your move-out inspection, however, you are not required to be present for the inspection. Please notify our office of your request in writing at least 5 days prior to your tenant vacate date if you wish to exercise your right. Inspections requested by the residents must be scheduled before the tenant vacate date listed on page 1 of the lease agreement. Inspections will NOT be performed until you no longer occupy your apartment, **all** of your possessions have been removed and the apartment has been cleaned to the requirements described in your lease agreement.

# HEATING & COOLING INFORMATION

All of our apartments feature a heating system, however, a small number of our apartments, such as 1201 Wertland Street, do not have an air conditioning system. If your apartment does not have air conditioning system, you are welcome to purchase window air conditioning units. It is highly recommended that you remove the window units during colder seasons for better insulation and more efficient heating in your apartment. **During colder temperatures of 50 degrees or lower, you must maintain your heat at least 55 degrees at ALL times.** This will prevent pipes from freezing and bursting which can cause a major water leak resulting in extensive damage. If pipes burst because the heat was not on in your apartment or was not set to 55 degrees or higher during cold temperatures, you will be responsible for the damages. **If your heat is on, do not open your windows.** Please **do not turn on your air conditioner during cold temperatures**, as the system can become frozen and quit working. Please remember that heating and cooling costs are affected by many factors such as climate and rates set by the utility companies. Colder or hotter than average temperatures can cause heating or cooling costs to increase drastically during these seasons. The utility companies can also increase their rates at any time, which can cause your bills to increase. Practicing efficient heating and cooling techniques can significantly reduce your utility costs.

#### THERMOSTAT OPERATION

Most of our apartments have individual thermostats in each unit so that tenant(s) can adjust the temperature in their apartment to fit their comfort level. Improper use of the thermostat or inefficient settings can lead to major increases to your gas or electric bill and can cause the heating or cooling system to fail, resulting in expensive repairs. Whether your thermostat has a digital or an analog temperature gauge, the settings should be similar. Your thermostat should be set to "heat" or "cool" only. Do not ever select "aux" or "aux. heat" as this can lead to higher electric or gas bills. If your thermostat has a setting for the fan, always leave the fan on "auto" instead of "on." After selecting the heating or cooling type, push the buttons or move the dial until the thermostat is set at the desired temperature. It is highly recommended and much more efficient to select a comfortable temperature for the season and leave the thermostat on that temperature instead of constantly raising or lowering the temperature. A few of our apartments that feature two living levels such as 1025 Wertland Street Apt B, 1107 Wertland Street Apt #3, have two thermostats (one on each floor). If your apartment

#### has two thermostats, please make sure you are running both of them simultaneously for heating and cooling

your apartment. If you are only using one thermostat, that system is working much harder than it was designed to, which can lead to increased utility bills or a system failure.

## HEATING SYSTEM TYPES

GAS FURNACES	When setting up gas service with the City of Charlottesville, you must be present for the City gas service person to light the pilot light. <u>DO NOT</u> store flammable containers/substances in or around the furnace area.
HEAT PUMPS	Make sure the thermostat is set to the desired setting of HEAT or COOL then set the desired temperature. Do not frequently adjust temperature back & forth.
BOILERS (1201 Wertland St)	University Apartments turns the boiler heat on when cold temperatures first arrive for the season (typically early October). Some apartments have an adjustable thermostat inside. <b>Please keep all windows and doors closed.</b> You may experience banging in the radiators at the beginning as the pipes expand when heated. Once the system runs continuously, the banging will cease. <b>Please note that we will not be able to turn this heating system off until the spring season brings warmer temperatures.</b>

## UTILITY CLOSETS AND FILTER CHANGES

Please note that it is against fire regulations to store items in your utility closet. Do not place any items in this closet, near a hot water heater or near any other heating unit. If your apartment has a utility closet with a slatted door, nothing may be stored directly in front of this slatted door, as this is a fire hazard and prevents the heat pump unit from running efficiently. Furniture or personal items are required to be placed at least two feet away from the utility closet door.

Filters improve the efficiency of your heating and cooling system, as well as guard your apartment against air pollution. In order to make sure all filters are working effectively, University Apartments will check the filters in your apartment on a routine basis and replace them as needed. If you notice that your filter is dirty before University Apartments has had the chance to replace it, please contact our office to place a work order for a filter change.

Location	Type of Heat	Type of Hot Water
10 University Circle	Heat Pump	Gas
68 University Way	Heat Pump	Gas
110 Kent Terrace	Heat Pump	Electric
324 13 <sup>th</sup> Street	Heat Pump	Electric
630 Cabell Ave	Heat Pump	Electric
821 Cabell Ave	Heat Pump	Gas
1025 Wertland Street	Heat Pump	Gas
1027 Wertland Street	Heat Pump	Electric
1029 Wertland Street	Heat Pump	Electric
1107 Wertland Street	Heat Pump	Gas
1109 Wertland Street	Heat Pump (Apt # 1, 2: Gas Furnace)	Gas
1115 Wertland Street	Heat Pump	Electric
1121 Wertland Street	Heat Pump	Gas
1201 Wertland Street	Hot Water Boiler (No A/C)	Gas
1203 Wertland Street	Heat Pump	Electric
1205 Wertland Street	Heat Pump	Electric

# **BUILDING HEAT INFORMATION**

1213 Wertland Street	Heat Pump	Gas
1721 Jefferson Park Avenue	Heat Pump	Electric
1801 Lambeth Lane	Heat Pump (Apt #9 only: wall unit)	Electric

FIREPLACES

For the apartments that have functional fireplaces, using the fireplace can be a great way to help heat your apartment during the winter months, especially when used in combination with your heat pump or gas furnace. Some of our apartments have decorative fireplaces that cannot be used, so if you need any clarification, please contact our office at 434-977-9000.

### When using your fireplace, please use the following guidelines:

- 1. Fireplace screens must always be used and the Resident(s) must provide this screen. It is the resident's responsibility to purchase any fireplace tools and wood.
- 2. Always open the damper fully before lighting a fire. If the damper is not open, the smoke will back up into the apartment which is a health and fire hazard.
- 3. When the fire is ready to light, place the fire screen over the entire fireplace opening. Never light a fire without having the fire screen in place.
- 4. Wood stored inside your apartment must be kept in a metal container or rack to avoid stains on the flooring or fireplace area.
- 5. Wood may be stored on decks or porches (where applicable) as long as it is not stacked against the building, and it is covered by a tarp.
- 6. Soft wood, pine or flammable liquids are not to be used in the fireplaces at any time.
- 7. Only after the fireplace and fire are cold should you close the damper. If the damper is closed sooner, the resulting smoke can be dangerous.
- 8. Ashes should be disposed of only after they are cold. Allow a minimum of 48 hours for ashes to cool. Only transport the ashes in a metal container and place them in the dumpster/trash receptacle once cool. Do not deposit ashes on the ground outside your apartment or place them into the dumpster before they have cooled for 48 hours. Do not use plastic, paper or wood containers or bags to dispose of the ashes.
- 9. When the fireplace is not in use, please keep the damper closed to avoid loss of heat or air conditioning through the chimney.

# WORKING FIREPLACE LOCATIONS

Working fireplaces can be found at:

- 10 University Circle (except for the 1 bedroom apartments)
- 68 University Way (all 2 bedroom apartments and the "A" one bedroom floor plans)
- 110 Kent Terrace
- 821 Cabell Ave Apt A
- 1721 Jefferson Park Ave

# TRASH COLLECTION

Trash disposal options are provided at most locations for residents of University Apartments only. Some locations offer dumpsters and others include trash cans for trash service. If trash is not included as part of your lease agreement, you will need to purchase an appropriate trash container and place City trash stickers on the can before pickup. Please visit www.Charlottesville.org for more information. City trash stickers can be purchased at most major grocery stores or directly from the City. Do not dispose of furniture, appliances, mattresses, box springs, hazardous materials, moving debris or other large items in the trash containers including the dumpsters. All household trash should be bagged in plastic bags and tied with a tie to reduce odor and inadvertent littering. Please do not sit trash outside of the dumpster on the ground. The City and State Fire Codes prohibit the placing of trash at entrances, on steps, in breezeways or landings of buildings. The cost associated with the removal of any improperly disposed of trash, such as throwing trash from a building or leaving it outside of your apartment entrance or dumpster, will be billed to the tenants(s). This includes cigarette butts and any other debris thrown from porches, windows, breezeways or any part of the building. All items other than household trash should be transported and disposed of at the Rivanna Solid Waste Authority, or other similar facilities. You may also consider donating items to the Salvation Army or other charity organizations. Large item pickups are not allowed to be scheduled because items are not allowed to be left on the curb for any length of time.

#### <u>RECYCLING</u>

University Apartments strongly encourages recycling. Trash removal at most of our locations now includes single stream recycling. Residents can also dispose of recyclable materials at the **McIntire Road Recycling Center** located at 600 McIntire Road. For University of Virginia students, the University also offers recycling centers which you are welcome to use as the University allows.

# CIRCUIT BREAKER INFORMATION

Power outages in your apartment can sometimes occur affecting your entire apartment or just some rooms or areas. Assuming that you have connected electrical service with Dominion Power and you are current with your payments, if power is out in your entire apartment, please call Dominion Power at 1-888-366-4357. However, if the power is only out in some rooms or areas of your apartment, this is most likely caused by a tripped circuit breaker. This can happen when more than one high voltage appliance is being used on the same circuit such as hair dryers, clothes dryers, microwaves or dishwashers. Circuit breakers are easy to reset. Once you have located the circuit breaker panel, usually a metal box found on a wall in your apartment, all you need to do is find the switch that is flipped away from the others and flip it back to the inside. In some cases, the switch may have a test button on it which requires depressing the button, flipping the breaker to the outside, then flipping it back to the inside. If none of the breakers are flipped to the outside, please read the label on the inside of the panel door and flip the breakers off and back on for the affected rooms that do not have power. Please be reminded that resetting the circuit breakers is the resident's responsibility. University Apartments will not respond to after-hours calls for circuit breakers unless it is related to another type of emergency such as no heat in cold temperatures. However, if resetting the breaker does not fix your electrical problem, please contact our leasing office.

#### CIRCUIT BREAKER LOCATIONS

Apartment	Circuit Breaker Location			
10 University Circle	2BR & 4BR: Kitchen			
	Apt #18, 19: Inside kitchen closet			
	Apt #17, 20: Living room			
68 University Way	2 BR: Kitchen			
	"A" Apts: Bedroom			
	"B" Apts: Living room			
110 Kent Terrace	Downstairs bedroom			
324 13 <sup>th</sup> Street	Apt #1-9: Hallway			
	Apt #10: Kitchen			
630 Cabell Ave	Living room/kitchen			
821 Cabell Ave	A: Basement, B: Living room closet			
1025 Wertland Street	Hallway of apartment			
1027 Wertland Street	4 BR: Hallway			
	Efficiency: Living room			
1029 Wertland Street	Hallway			
1107 Wertland Street	Basement (contact office for access)			
1109 Wertland Street	Exterior of building on right			
1115 Wertland Street	Hallway			
1121 Wertland Street	Exterior of building on rear porch			
1201 Wertland Street	Exterior of building, on left			
1203 Wertland Street	Hallway			
1205 Wertland Street	Hallway			
1213 Wertland Street	Basement (contact office for access)			
1721 Jefferson Park Avenue	Dining room			
1801 Lambeth Lane	Apt #1-8: Kitchen			

# MAILBOX LOCATIONS

You will find that most University Apartments' mailboxes are located at your building or in the hallway or breezeway of your apartment building. For apartments that have mailboxes that are not easily found at the building and are not labeled in a corresponding manner with your address, the following list indicates the location of your mailbox. Please contact the leasing office if you have any questions. Please remember that our office will not accept mail or packages.

Apartment	Box #	Compartment #	Location
1027 Wertland St #1A	N/A	5	Front left of building
1027 Wertland St #1B	N/A	1	Front left of building
1027 Wertland St #2A	N/A	6	Front left of building
1027 Wertland St #2B	N/A	2	Front left of building
1027 Wertland St #3A	N/A	7	Front left of building
1027 Wertland St #3B	N/A	3	Front left of building
1027 Wertland St #4A	N/A	8	Front left of building
1027 Wertland St #4B	N/A	4	Front left of building
1109 Wertland St #1	1109	9	Between 1109 & 1121 Wertland
1109 Wertland St #2	1109	10	Between 1109 & 1121 Wertland
1109 Wertland St #3	1109	11	Between 1109 & 1121 Wertland
1109 Wertland St #4	1109	12	Between 1109 & 1121 Wertland
1121 Wertland St #1	1121	7	Between 1109 & 1121 Wertland
1121 Wertland St #2	1121	8	Between 1109 & 1121 Wertland
1121 Wertland St #3	1121	1	Between 1109 & 1121 Wertland
1121 Wertland St #4	1121	2	Between 1109 & 1121 Wertland
1121 Wertland St #5	1121	3	Between 1109 & 1121 Wertland
1203 Wertland St #1	1	1	In the parking lot behind 1213 Wertland
1203 Wertland St #2	1	5	In the parking lot behind 1213 Wertland
1203 Wertland St #3	1	2	In the parking lot behind 1213 Wertland
1203 Wertland St #4	1	6	In the parking lot behind 1213 Wertland
1203 Wertland St #5	1	3	In the parking lot behind 1213 Wertland
1203 Wertland St #6	1	7	In the parking lot behind 1213 Wertland
1203 Wertland St #7	1	4	In the parking lot behind 1213 Wertland
1203 Wertland St #8	1	8	In the parking lot behind 1213 Wertland
1203 Wertland St #9	1	9	In the parking lot behind 1213 Wertland
1203 Wertland St #10	2	1	In the parking lot behind 1213 Wertland
1203 Wertland St #11	1	10	In the parking lot behind 1213 Wertland
1203 Wertland St #12	2	2	In the parking lot behind 1213 Wertland
1203 Wertland St #13	1	11	In the parking lot behind 1213 Wertland
1203 Wertland St #14	2	3	In the parking lot behind 1213 Wertland
1203 Wertland St #15	1	12	In the parking lot behind 1213 Wertland
1203 Wertland St #16	2	4	In the parking lot behind 1213 Wertland
1205 Wertland St #A	2	5	In the parking lot behind 1213 Wertland
1205 Wertland St #B	2	6	In the parking lot behind 1213 Wertland
1205 Wertland St #C	2	7	In the parking lot behind 1213 Wertland
1205 Wertland St #D	2	8	In the parking lot behind 1213 Wertland

# Smoke-Free Lease Addendum

"Tenant(s)" and all members of Tenant(s)' family or household are parties to a written lease with "Landlord" <u>University Apartments, LLC, through Neighborhood Properties, Inc.</u> This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease Agreement.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, pipe, cigarette, or other tobacco product or similar lighted or vapor producing product or apparatus in any manner or any form.

3. Smoke-Free Community. Tenant(s) agree and acknowledge that the Premises to be occupied by Tenant(s) and members of Tenant(s)' dwelling have been designated as a smoke-free living environment. Tenant(s) and members of Tenant(s)' dwelling shall not smoke anywhere in the unit rented by Tenant(s), or the building where the Tenant(s)' dwelling is located, or in any of the common areas or adjoining grounds of such building or other parts of the community, nor shall Tenant(s) permit any guest(s) or visitor(s) under the control of Tenant(s) to do so. If Tenant(s) or Tenants(s) guests or visitors are found to be smoking, Tenant(s) will be automatically fined \$500 in restoration fees. In addition Tenant(s) will be considered to be in breach of Tenant(s) Lease Agreement.

4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant(s) shall inform Tenant(s)' guests of the no- smoking policy. Further, Tenant(s) shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant(s)' unit from sources outside of the Tenant(s)' apartment unit.

5. Landlord Not a Guarantor of Smoke-Free Environment. Tenant(s) acknowledge that Landlord's adoption of a smoke-free living environment, and the efforts to designate the community as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant(s)' health or of the smoke-free condition of the Tenant(s)' unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given notice of said smoking.

6. Other Tenants are Third-Party Beneficiaries of Tenant(s)' Agreement. Tenant(s) agree that the other Tenants at the complex are the third-party beneficiaries of Tenant(s)' Smoke-Free Addendum Agreement with Landlord. (In layman's terms, this means that Tenant(s)' commitments in the Addendum are made to the other Tenants as well as to the Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant.

Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

7. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all of the rights contained herein, as well as the rights in the Lease Agreement. A material breach of this Addendum shall be a material breach of the Lease Agreement and grounds for immediate termination of the Lease Agreement by the Landlord. If the unit is found to have evidence of smoke once the Tenant(s) have vacated after lease expiration or lease termination a \$500 restoration fine will be automatically charged. In addition to this fee, Tenant(s) may also be subject to other damages in order to effectively restore the unit to a smoke-free condition.

8. Disclaimer by Landlord. Tenant(s) acknowledge that Landlord's adoption of a smoke-free living environment, and the efforts to designate the community as smoke-free does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or expressed warranties that the building, common areas, or Tenant(s)' premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand smoke. Tenant(s) acknowledge that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant(s) and Tenant(s)' guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

9. Damages. If the unit is found to have evidence of smoke once the Tenant(s) have vacated after lease expiration or lease termination a \$500 restoration fine will be automatically charged. In addition to this fee, Tenant(s) may also be subject to other damage charges in order to effectively restore the unit to a smoke-free condition.

Date

SAMPLE Landlord or Broker

Date

SAMPLE Tenant