

MARINERS WATCH APARTMENTS

440 Mariners Way
Norfolk VA 23503

RULES AND REGULATIONS HANDBOOK

Introduction

We are pleased that you have chosen Mariners Watch Apartments for your new home! These Rules and Regulations are an Addendum to your Lease Agreement and are to assist you in the peaceful and quiet enjoyment of your new home.

You are required to abide by the provisions of each of the following:

- The Lease signed with the management company
- The Rules and Regulations governing your property as stated herein
- State law related to tenancy

These Rules and Regulations have been created for your protection, to assist you in avoiding charges and penalties, and to continue to make our property attractive and comfortable. Please review them carefully. Violation of any of the rules and regulations will constitute a violation of your lease. We welcome any questions you may have regarding this Handbook and ask that you direct questions or concerns to the Property Manager or Leasing Consultants.

Rent

During office hours, you may pay rent at the Rental Office, located at 440 Mariners Way, Norfolk VA 23503. After hours, there is a night deposit located at 440 Mariners Way, Norfolk VA 23503. You may also mail your rent payment to the Rental Office address noted above. Be sure to allow extra time for holiday and weekend delivery, and please make sure the amount is written correctly, your apartment number is clearly shown, and you have signed the payment. All payments must be made in the form of a money order or certified check, ***personal checks and cash are not accepted.***

All rent is accepted with reservation.

Rent is due on or before the first (1st) of each month and is considered paid when it has been received by the Rental Office, regardless of the postmark date.

Rent is late on the morning of the sixth (6th) and will be assessed a **late fee of 10% of rent**. Late rent must be paid in the form of a certified check or money order. If full payment is not made by the tenth (10th), an unlawful detainer will be filed with the court, and court costs and attorney fees will be assessed to your account. If judgment and possession is granted, an eviction will be filed. Any charge for damages becomes rent and is payable just as rent. Any payments made will be posted to the previous balance

before current charges. **Note:** Three (3) unlawful detainers filed during a lease term will result in the termination of your lease.

Any payments returned by the bank for non-payment will not be re-deposited. In addition to the returned fee(\$35.00), late fees will be applied in accordance with the lease. Your account will be considered delinquent until all rent and fees have been collected. Before dropping off or mailing your payment, please make sure that the amount is written correctly and the document has been signed. Delays will also add late fees to your account in accordance with your lease. Please review your lease for detailed information.

If the Lessee vacates the apartment before the term of the lease is complete, he/she will be responsible for the rent until the lease term is reached or until the apartment is re-rented.

Emergency, Rental Office and Emergency Maintenance Phone Numbers

Fire/Police/Rescue Squad	<i>Emergency</i>	911
Police 2 nd Precinct	<i>Non Emergency</i>	757-441-5610
The Rental Office		757-587-6447
The Maintenance Office		757-222-4920
Emergency Maintenance		757-308-9873
Vehicle Towing Company		757-543-2372

Emergency Maintenance

Emergency maintenance services are provided for our residents according to the criteria below. For assistance after business hours, please call the maintenance technician's pager number 757-308-9873.

Emergencies: We will provide an immediate response 24 hours a day. In the event one of the following emergencies occurs, the after-hours maintenance technician should be contacted as soon as possible. Emergencies include, but are not limited to, the following:

- Total loss of electrical power
- Loss of heat, or water
- No hot water
- Burst plumbing or flowing water (Residents are responsible in cold weather to keep sufficient heat in their apartment to prevent plumbing from freezing and bursting; any damage due to insufficient heat will be charged to the Resident.)
- Sewer back-up
- Water leak caused by heavy rain
- Security problems (broken lock, broken glass, broken doors, burned out exterior lights, etc.)
- Loss of air conditioning, if the temperature is above 80 degrees (response at the discretion of Management)

- Clogged toilet (if only one bathroom -- resident asked to plunge first)
- Clogged sink or tub
- Refrigerator breakdown (between Friday 5:00 p.m. and Sunday midnight)
- Anything with the potential to cause damage or harm to persons or property, e.g., inoperable smoke detector, broken or unsecured windows or doors, smoke or fire (CALL FIRE DEPARTMENT FIRST)

Non-Emergencies: Will be repaired by the maintenance technician during normal weekday business hours. Non-emergencies include, but are not limited to, the following:

- Inoperable dishwasher
- Inoperable disposal
- Inoperable washer/dryer

General maintenance requests can be made at the Rental Office during regular office hours. Resident-caused damages will result in charges to the resident.

Although we appreciate your kindness and recognition of a job well done, TIPS TO EMPLOYEES, OR OTHER KINDS OF GRATUITY OR COMMISSION, ARE NOT ALLOWED.

Utilities

Electricity must be connected in the leaseholder's name from the day the Lease begins and must remain connected throughout the entire lease period. Any electrical service, which is not covered under your service during the lease term, may be billed to you to recover our costs for electric service to your apartment, including connection fees. We suggest that you keep service in your name for seven (7) days after move-out so that any work required as a part of our move-out requirements (*e.g.*, cleaning, floor work, etc.) can be done without the cost of reconnection. In the event that work is completed after your move-out, then any subsequent power bills will be applied to your security deposit refund.

Your power provider is: Dominion Power 1-888-667-3000

Internet, Phone and/or Cable Service

Alterations or additional equipment, such as phone jacks, may be installed only with approval from your Property Manager and at your expense. Phone line maintenance insurance is available through the phone company and recommended by the management office. Problems with phone or cable lines should be reported to your telephone and cable providers.

Renter's Insurance

You are strongly urged to obtain Renter's Insurance to protect your personal property from damage or theft. The owner's insurance policy only protects the building and not the contents within your apartment. Please see a leasing consultant for more information.

Conduct and Noise Complaints

All residents have the right to peaceful enjoyment of their surroundings. Living in a community requires consideration of others, especially where noise is concerned. Residents and their guests are expected to extend common courtesy to their neighbors.

Most noise complaints result from boisterous behavior or loud stereo systems (including vehicle stereos). If you encounter noise problems, we suggest that you first talk to your neighbors about the problem. Often residents do not realize how clearly sound travels. Please contact the local police if you are experiencing a serious problem after our regular office hours. Also notify the Rental Office the following business day with the apartment number of the offending resident and the details surrounding the complaint. If you are creating a noise disturbance, please be advised that repeated noise complaints may result in warning and possible termination of your lease if the problem continues.

Sidewalks, entrances, hallways, breezeways, and elevators may not be blocked or used for any purpose other than entering or existing the building. Loitering in parking lots, parking areas, on corners, in courtyards, or in streets, etc. is not allowed. Children are not permitted to loiter or play on stairways, in elevators, in parking areas, in streets or in hallways. Children must be supervised while playing outside. City ordinances including curfew must be observed. Nothing may be thrown out of windows or doors or from balconies or patios.

You are responsible for the actions and damages of your children and guests, and any uninvited guests which enter our property, whether you are aware of their actions or not. Physical violence is a violation of our "Drug Free Crime Free" Addendum and will be cause for immediate lease termination. Police will be called during any domestic disturbance, followed by notification from the Rental Office of a lease violation. A second violation related to disturbances will result in termination of your lease.

No alcoholic beverages are permitted in the common areas at any time. Charges incurred by the landlord as a result of your party or gathering will become your charges; so, plan your party well and avoid large crowds that may get out of control.

Smoke Detectors

You are responsible for maintaining your smoke detector during your occupancy of the premises.

Please be advised that, if this battery is removed from your smoke alarm at any time during your residency or if the battery is missing at the time of your move-out inspection, you will be billed for the replacement of the battery. Please test your smoke detector monthly. This is for your own safety and that of your neighbors in the event of a fire.

Do not disconnect your smoke detector. You could be held liable for unhooking it during your residency. Please help us utilize this safety feature to its maximum potential by keeping it in good working order at all times. An intermittent beeping means that the battery is low and you should replace the battery immediately. If you believe that your smoke detector needs service beyond battery replacement, please contact us immediately.

Smoke detectors for the hearing impaired are available upon request.

“Fire Stop” Devices

Some kitchens are equipped with “Fire Stop” fire suppressant devices (2 devices installed above the range). Residents are responsible for the reasonable care of these fire suppressants and must notify the Rental Office within 24 hours for repairs and replacements. The Resident will be charged for the replacement of discharged or removed devices. These devices will be inspected quarterly by Maintenance.

In the event of a fire, if it is determined that the Resident tampered with the device rendering it inoperable, the Lease will immediately terminate and the fire-related damages will be assessed to the Resident.

Locks and Keys

Locks may not be changed or added without the knowledge of the Rental Office and duplicate keys must be provided to Management. Damages caused in an emergency resulting in the resident’s failure to advise Management of a change in locks will be the responsibility of the resident.

Failure to return keys at move-out will result in charges to the resident and will be applied against your security deposit. A replacement fee will be charged for lost keys.

Lock-out Service

Only residents on the lease may request lock-out service. Positive identification (*e.g.*, driver’s license with photo ID) will be required. It is important that you always lock your deadbolt to your apartment upon departure and make sure that you have your keys with you at all times.

Our policy is to lock all locks when a staff member is in your apartment. We are not responsible if you are locked out of your apartment because you do not have the keys with you. Attempting to gain entry through windows or other means is prohibited. Damage occurring as result of attempting to gain entry by windows or any other means will result in charges being assessed to your account.

During regular business hours, upon presenting proper identification, a key may be borrowed from the Rental Office. This key may be used free of charge, but must be

returned immediately (within 30 minutes) after use. Failure to return this key will result in a charge and possible lock replacement costs.

After business hours, it is necessary to call a locksmith to gain entry; the Emergency Maintenance technician cannot respond for this service due to his/her inability to access Resident files to verify persons listed on the lease.

Pets

Fish and small caged non-dangerous animals are allowed on the property and do not require specific permission from your landlord. As a pet owner, you must accept full responsibility for your pet. The ability to have a pet is considered a privilege and not a right. The landlord solely reserves the right to regulate the number, type, and size of pets allowed. Before you obtain a pet, please check with the landlord to make sure it will be allowed.

Mariners Watch Apartments *does* [*x*]/does not [] allow dogs or cats. If your property allows a dog or cat (only 1 pet per apartment), you must obtain approval in the form of a completed **Pet Addendum**, which becomes a part of your lease agreement, and appropriate pet fees must be paid.

All pets must have the appropriate licenses and vaccinations, as required by city, county, or state regulation. Fish tanks up to 20 gallons are permitted. Tanks 20-50 gallons are permitted on ground floors only. For tanks larger than 50 gallons, contact the Rental Office.

If you call for maintenance service, please be sure to mention that you have a pet. Do not chain, tie, or contain pets on balconies, patios, or in the property common areas. Do not leave pets unattended inside your apartment for longer than 24 hours. Pets must be attended by you and on a leash whenever they are outside. You must properly clean up any pet waste that your pet leaves on the ground. Charges for extermination services related to fleas are the pet owner's responsibility.

We reserve the right to revoke pet privileges at any time. Housing an unauthorized pet may be cause for termination.

Vehicles

Please drive carefully on the property. Park in marked spaces only, never in fire or traffic lanes. Any vehicle parked illegally, on curbs, along yellow or blue curbing, in the grass, or in front of dumpsters can be towed at any time, at the owner's expense, without notice – even with a parking sticker. Vehicles parked in handicapped spaces must display proper handicap identification.

All vehicles on the property must display a parking sticker, issued by the Rental Office. Management reserves the right to revoke parking privileges at any time.

Parking spaces are for the use of our residents (person(s) named on Lease). Guests must park in designated guest parking areas, or farthest away from buildings if not designated, or on public streets. Residents are responsible for informing any guest of the community's parking policies. **Resident parking stickers** are issued at move-in (no more than 2 per apartment, issued at Management's discretion), which are to be displayed on your vehicle's inside lower left rear windshield at all times; if the sticker will not be visible on the lower left rear windshield, the sticker must be placed on the inside lower left corner of the front windshield. If your sticker is damaged or you change vehicles, **you must return your damaged/removed sticker to the Rental Office for a new one.** Residents not owning a vehicle may request a parking sticker be issued to a caregiver; however, same policies apply. Guests must park in the marked visitor spaces only. .

To be issued a parking sticker, the resident (person(s) named on lease) must provide a copy of his/her driver's license and the vehicle's current registration.

Any vehicle without a proper community parking sticker is subject to being towed at the owner's expense. It is the resident's responsibility to insure that the vehicle properly displays the parking sticker. If towed, your vehicle may be recovered at **Affordable Towing 757-543-2372.** Recovering your vehicle promptly will help keep your cost at a minimum.

We ask that you do not wash or repair vehicles in the parking area. Vehicle repairs must be limited to changing tires, belts and hoses **only**. Water hoses are not to be connected to faucets inside or outside of your apartment.

Any vehicle that is in a state of disrepair, has flat tires, is jacked-up on supports, and/or lacks proper inspection, registration or licensing may not remain on the property for more than 24 hours. Vehicles violating this rule will be tagged and are subject to towing at the owner's expense.

No boats, trailers, campers, mobile homes, jet skis, etc. are permitted in parking areas. In our efforts to keep the property grounds looking its best, **PARKING ON THE GRASS IS STRICTLY PROHIBITED, AND YOU WILL BE ASSESSED A DAMAGE CHARGE FOR THIS VIOLATION.**

Bicycles/Motorcycles

Bicycles may be stored on your balcony/patio, but not attached to any part of the building or the balcony railing. The City and State Fire Codes prohibit the placing of bicycles, motorcycles, and trash at entrances, steps or landings of buildings. **Mopeds and motorcycles may never be put inside apartments, on balconies or patios.** They are to be kept in the parking lot in a regular parking space.

Satellite Dishes

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Installation of satellite television equipment will not be allowed without the prior written consent of management. Dishes must not exceed one meter in diameter and cannot be placed in common areas on the property. Please obtain management's permission before obtaining a satellite dish.

Outdoor Grills

Outdoor grills may not be used or stored on patios or balconies, or inside apartments. In accordance with fire code regulations, open-flame cooking devices and gas grills are STRICTLY PROHIBITED on combustible balconies or within 10 feet of combustible construction.

Trash Disposal

Dumpsters, or trash totes, are provided on the property for trash disposal. Trash service is provided for the use of household trash only. All trash must be placed in a closed trash bag prior to placing inside of the dumpsters/totes. Trash may not be left on the balconies, patios, hallways, outside the apartment door(s), on or around stairways, in other common areas, or around the dumpsters.

Do not dispose of furniture, boxes, moving debris, cardboard, or clothing in or around the dumpster/tote. All items other than household trash should be disposed of at the local landfill or other facility at the expense, and the responsibility, of the resident. You might also consider donating items to a charity organization or second-hand business.

Violation of this policy will result in the resident's account being charged \$50.00 for the first violation, \$25.00 for the second violation and with a termination upon the third violation.

Laundry Rooms

Laundry rooms are provided for our residents use only. Children must be accompanied by an adult at all times while in the laundry room. Sitting on top of appliances or tables is prohibited. Abuse or misuse of any appliance or the laundry room will result in charges for damages assessed to the resident.

Equipment, Appliances and Plumbing

You are responsible for any misuse or abuse of the equipment, appliances and plumbing in the apartment.

Thermostat: Temperatures in the apartment may vary as much as 5 degrees from the thermostat reading. When starting your air conditioning for the first time, please allow several hours to cool the apartment to the desired temperature. We do not recommend turning the heat or air conditioning off entirely during the day since this takes more

electricity and creates wear and tear on the unit. For efficient power usage, leave the thermostat setting at approximately the same setting.

Light bulbs: We replace refrigerator bulbs in the apartment. All other bulb replacements are your responsibility.

Refrigerators: It is normal to feel heat along the bottom of the refrigerator and you will occasionally see condensation on the inner walls of the unit. Please do not cut off, unplug, or flip the breaker for your refrigerator as it may be difficult to restart, and mold and mildew will form inside while it is off.

Stoves: Please keep your drip pans and oven clean to prevent fires.

Garbage Disposals: Disposals are for soft foods only and should not be used for waste disposal in place of your trash can. Course foods, broken glass, fish gravel, beer tabs, coins, beans, and other debris may cause your disposal to jam. If this occurs, turn off the power to the disposal and exercise extreme caution while trying to remove the debris; then push the reset button located at the bottom of the disposal. If you cannot clear the disposal, please call for maintenance service.

Shower stalls and tubs: Do not clean with any abrasive that will scratch tile surfaces. Always close the curtain completely during shower use to prevent leakage and use a heavy bath mat on the floor. You will be responsible if water flows into the floor level below your apartment. Mold and mildew will be kept to a minimum if you keep the bathroom vented as much as possible.

Toilets and drains: If your toilet is over-flowing, immediately hold up the handle and cut off the water supply knob, located directly under the toilet tank cover. Please use a plunger to try and clear a clogged toilet. If this attempt is not successful, call for maintenance assistance. Do not flush paper towels, cotton swabs, tampons, or other foreign objects down the drains. Never pour grease into the sink or toilet. There may be a charge for removal or clearing of any foreign material, as well as the resulting damages.

Washers/Dryers: Apartments furnished with equipment are for the sole use of the Lessee. No personal equipment can be installed without the written consent of Management.

Safety

The apartment, including patios, balconies and entrances, should be kept clear and free of trash and debris. Hallways are not to be used for storage or play areas. Utility closets/rooms (equipped with air conditioners, hot water heaters, etc.) are not to be used for storage.

The Resident shall not use or keep in the leased premises explosives, burning fluids, camphene, kerosene, fuel of any kind or other easily flammable material and shall not otherwise permit anything to be done in the leased premises that will in any way increase

the rate of fire insurance in the apartment building or in any way conflict with any ordinance, rule or regulation of any government authority having jurisdiction over the apartment.

Remember to turn off irons, curlers, curling irons, and any other heated appliance promptly after use.

The speed limit within the property limits is 10 MPH or less.

Alterations

No alterations may be made to your apartment (interior or exterior) without the written approval of Management. You are responsible for damages caused during the undertaking of alterations, regardless of with or without Management approval.

Window Coverings, Balconies, and Patios

If windows are covered with blinds, they may not be removed. If blinds are not provided, all windows and glass doors must be covered with white or neutral draperies or blinds. If you wish to add additional window treatments over blinds, they must be properly hung. You will be charged for any damage caused due to improper installation.

The balcony and patio are not for general storage and should be kept neat and orderly. Only conventional patio furniture, potted plants, and bicycles are allowed on the balcony or patio. Kegs, trash, laundry, etc. cannot be stored there. Railings and balconies must never be climbed over or loosened by anyone. Please report any concerns with your balcony to the Rental Office.

Broken windows and doors will be replaced immediately at your expense. If screens are torn or pulled from the building, they will be repaired or replaced, and you will be billed for this expense.

Common areas are to remain free of trash, debris, toys, motorcycles, jet skis, camper shells, etc., or any other personal items.

Exterminating

It is your responsibility to keep your apartment clean to the degree necessary to prevent a pest infestation. All of the apartments are treated with a preventative material. Please call the Rental Office if you would like to have your apartment re-treated, or if you have other exterminating concerns.

Carpet Care

Carpet damage is the most expensive deductions that may affect your security deposit return. Charges can range from a small repair to complete replacement of the apartment carpet. Please be cautious when handling bleach, grease, cigarettes or other items that may stain or damage your floor. Often pet urine cannot be removed even with multiple cleanings, so handle your pets responsibly.

Ironing on the floor is prohibited and may put you and others in your building at risk from fire.

Please check with the Rental Office at move-out regarding carpet cleaning requirements. Carpets must be professionally cleaned at move-out, and a receipt from the cleaning company must be provided the Rental Office to avoid charges against your security deposit.

Water Beds

Water beds create a potential for extensive water damage and are, therefore, prohibited in the second and higher floors.

Lease-takeovers, Substitutions, Add-Ons

Mariners Watch Apartments does []/ **does not [x]** allow takeovers, subleases, and/or add-ons.

The following section pertains to Leases that do allow subleasing.

Management must approve all advertising and/or agreements relating to your obligation as a resident. You may modify your contractual lease obligations by engaging in the following transactions:

Lease Takeovers: When there is an excess of 3 months remaining on your rental contract, you have the option to find, or allow us to find, someone to take over your rental obligations. All of our leasing policies will apply to the new resident, including the requirement to render an application and deposit. We reserve the right to deny applicants who do not meet the Rental Criteria. You are responsible for the full rent defined on your rental contract, up until the day when the new resident takes possession of the apartment.

Sublets: Sublets are signed for residents with less than 3 months remaining on their rental contract. Your obligation as a resident remains the same and you are simply adding on another person(s) to share those obligations for a specified period of time. Your sublessee must complete the application process and pay an application fee.

Substitutions and Add-Ons: You can add on additional residents to the lease with written permission from all parties in advance, as long as the total number of occupants does not exceed our occupancy guidelines (see the Rental Criteria for specifics). All parties to the lease contract must also agree before anyone can be added on, substituted, or removed from the lease contract.

Move-In Inspection and Vacating Requirements

The Move-In Report must be completed and returned to the Rental Office within 5 days of your move-in date. Failure to do so constitutes approval of your apartment, without exceptions, and any damages become the responsibility of the resident.

At the end of your lease agreement, all residents should completely vacate the premises, including the removal of all personal property and furniture. Any personal property left in the apartment at the time will be disposed of in accordance with legal guidelines. You will be charged for disposal and related cleaning costs. Residents who vacate their apartment early need to be aware that vacating does not end the obligation to pay the contractual rent as scheduled. All keys, including the mailbox key, should be returned at noon when your lease ends.

We recommend that you schedule a walk-through inspection of your apartment when you vacate. You must provide us with a written request a minimum of 2 days in advance of your desired inspection time. The inspection is for the purpose of determining what work will be billed as a deduction to the resident's security deposit, and does not specifically provide you with a full accounting of costs to be deducted. Within 45 days of the time you vacate the apartment, we will mail you the deposit to be returned itemizing specific amounts. We are happy to answer any questions that you may have regarding this report and the amount refunded.

We reserve the right to assess the quality of the work you have done, or contracted professionally, at move out. Deductions may occur as a result of poor cleaning or other work performed by the resident at move-out.

Security Deposit Returns

The guidelines in the Lease and in this Handbook represent your responsibility during your lease agreement and at move out. Deductions from your security deposit will result when you do not meet these requirements. All parties to the lease agreement are equally held accountable for apartment damages, regardless of how the damage occurred.

We will return the security deposit check to one address only. Therefore, in roommate leases, it is the residents' responsibility to provide us with a forwarding address and distribute the funds appropriately between roommates. We will send the check to the first person to provide the forwarding address and the check will be payable to all parties to the lease agreement.

At the time of move out, deductions for repairs will be made for the following items. These damages may include, but are not limited to:

- holes in walls, or wallpaper damage, in excess of normal wear and tear, including, but not limited to, damage resulting from adhesives, nail holes, masking tape, hooks, etc. (please do not spackle nail holes)

- missing or damaged screens
- damage to doors and windows
- carpet stains, rips, tears, etc.
- damage to carpet from pet waste (pet waste damage is sometimes permanent even with vigorous carpet cleaning attempts)

You are required to clean the following items at move-out:

- All surfaces, including baseboards, doors, windows, woodwork, window tracks, and switch plates, must be clean and free of dirt, grease, and fingerprints.
- All thresholds, exterior entrance doors, including the sliding glass door, balconies, and patios, must be cleaned.
- All light fixtures, globes, blinds must be cleaned.
- All appliances and kitchen fixtures must be cleaned.
- Vacuum and steam clean all carpets; vacuum and clean all vinyl flooring.
- All bathroom fixtures, tub, sink, floor, cabinet and mirror must be cleaned.
- All interior windows and doors must be clean.

We hope that this Handbook of Rules and Regulations will help to make your residency with us more enjoyable.

I have read, understand, and agree to comply with the Rules and Regulations covered in this Handbook. I have received a copy for my records.

Resident **Dinita Vance** Date **08/01/2009**

Resident Date **08/01/2009**

Resident Date **08/01/2009**

701 Mariners Way Apt E
Address

I certify that I have fully discussed the Rules and Regulations with the Resident(s).

Property Representative Date **08/01/2009**