

Resident Policies and Procedures

Hickory Woods Apartments

3006 Hickory Woods Drive; Roanoke, VA 24012
540-344-1842

Professionally Managed by:



MSC

Management Services Corporation

Real Property Managers, Developers and Brokers

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APPLICABLE ENTITIES 0184, 0186

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Welcome

THE RESIDENT POLICIES AND PROCEDURES HANDBOOK

Welcome to our community, we are pleased that you have chosen to make your home with us! Our goal is to provide you with exemplary service and make sure your living experience with us is the best one imaginable.

We are committed to complying with all federal, state, and local fair housing laws to ensure that you, as well as all our residents, can enjoy the comfort of our exceptional community. To do so, we have established guidelines for everyone in the community to follow.

We ask that you respect the rights and comforts of all your neighbors and help maintain a quiet and clean community by following the guidelines contained within this Policies and Procedures Handbook. As such, it is imperative that you read this Policies and Procedures Handbook carefully, as you and your guests are required to abide by these provisions

All residents and their visitors have a responsibility to maintain the safety and well-being of the community, your apartment, and the property’s amenities. Together, we can keep our community exceptional!

OFFICE HOURS AND CONTACT INFORMATION

Business Office and Club Room: Monday-Friday: 9:30 a.m. – 5:30 p.m.
Saturday: 10:00 a.m. – 3:00 p.m.

Fitness Center: Every Day: 24 hours

Pool: Seasonal Daily: 10 a.m. – 9 p.m.

Business Office: Phone: (540)-344-1842
Fax: (540)-982-3592

Emergency Maintenance After-Hours: (540)-344-1842 - Option #2

Fire, Police, and Medical Emergency: 911

Non-Emergency Police: (540)-853-2212

American Electric Power: 1-(800)-956-4237

Mitchell’s Towing and Recovery: (540)-309-3596

HICKORY WOODS RESIDENT CONNECT PORTAL

The resident portal effectively extends Hickory Wood's office hours, providing a secure and easy-to-use website that gives you control over your experience at our community and the ability to communicate with our team 24/7/365.

In today's world, the ability to conduct business online with your community's management team has moved from being a convenience to a necessity. Our resident portal empowers you to:

- Pay rent and fees
- View real-time statements and account balances
- Submit and view status on service requests
- Communicate with leasing team members
- Stay current on community news and events

If you have not already set up your resident connect portal account, here are five easy steps that detail what to do to get started using our resident portal:

Step 1:	Go to the resident portal for our community: For Apartments #1 - #144 https://0184.mresidentconnect.com/ For Apartments #145 - #216 https://0186.mresidentconnect.com/
Step 2:	Navigate to the link provided and click Create Account
Step 3:	Populate the shown fields with your email address, last name, date of birth, and the last four digits of your social security number and submit
Step 4:	Retrieve the username and temporary password sent to your email
Step 5:	Upon your first login, you will be prompted to reset your password. Then you can start interacting with Hickory Woods team members and managing your resident account at your convenience

RENT PAYMENTS

Rent is due on the first (1st) of each month. A late fee and legal processing fee will be assessed to all unpaid accounts on the 6th day of each month. Please refer to your lease agreement or contact the office with any questions regarding late fees. Only a certified check, cashiers' check, credit card, or money order will be accepted for rent paid on or after the 6th of the month. Please make sure your current address is listed on your payment. All payments made to the community that are returned by the bank for any reason will result in a late fee and returned check fee. Checks will not be redeposited. If there are two (2) or more checks returned, residents will only be permitted to pay in certified funds for the remainder of their tenancy.

Although we cannot accept cash, rent can be paid in three ways:

ONLINE RENT PAYMENTS

Why leave the comfort of your home, when you can simply pay rent online? We encourage residents to use our online resident connect portal to make rent payments located at the address listed above. It is easy and convenient, and you can review your balance and see your payment on your ledger immediately. There are transaction fees for using an electronic ACH transfer from your account as well as using a credit card. Fees are subject to change based on the consumer pricing index. Please refer to the disclaimer when making your online payment for the transaction fee costs. If you do not wish to make online payments, personal checks, money orders and cashier's checks are also accepted.

RENT DROPBOX

There is a drop box to the right of the Hickory Woods Office entrance door in which you can drop off your rent payment at any time, available 24/7.

MAIL YOUR PAYMENT

You can mail your payment to our office to the address listed on the cover of this Policies and Procedures Manual. Be sure it is received in our office by the due date as we pay no regard to the post date on the envelope.

UTILITIES

ELECTRICITY: Electric service must be connected in your name from the day the lease begins and must remain connected throughout the entire lease period. Any electrical service which is not covered under your service account during the lease term will be billed to you by Hickory Woods Apartments to recover the costs for your electric service and will include an additional administration fee.

UTILITY COVERAGE, COST, AND BILLING OF WATER, SEWER, GAS, and TRASH: Resident agrees to pay a utility fee in the amount as indicated on the Cover Page due and payable as additional rent. The fee shall be prorated for any partial month of tenancy and is due on the first day of each month. Landlord reserves the right to change utility billing service providers upon 30 days' written notice to Resident. It is hereby understood and agreed between Landlord and Resident that in the event such payment or payments are not made when due, it shall be considered default for non-payment of rent under the Lease/Rental agreement and subject to late fees.

SECURITY DEPOSIT WITHHOLDING: The Landlord may withhold a reasonable portion of the security deposit to cover an amount of the balance due on the gas account that is an obligation of the tenant in accordance with §55.1-1226 of the Code of Virginia, as amended.

You authorize the Landlord and/or their Representative(s) to access and utilize your past, current, and 60-month future energy billing and consumption data so that the Property Owner can effectively track the multifamily building's energy utilization systems. This is an effort to maximize potential building energy savings, satisfy energy usage reporting requirements, and to lower residents' utility bills.

The property owner does not maintain telephone and cable lines inside the building and apartment. Problems with phone or cable lines should be reported to your phone or cable provider. Alterations or additions needed may be installed only with Management approval and at your expense. Hickory Woods reserves the right to change utility billing service providers upon 30 days' written notice to our residents.

MOVE-IN INSPECTION

In accordance with the Virginia Residential Landlord Tenant Act, you have been provided with a Move-

in Inspection form to be used to list any pre-existing conditions that you see in your new home. **You have five (5) days from the date you move in to return the list to the Leasing Office with any damages listed that you don't want to be charged for upon move out.** Please follow these guidelines in completing the form. A copy of your files will be provided upon the return of the inspection sheet.

- A. PLEASE DO NOT put maintenance requests on the move-in inspection sheet. Attach a separate sheet of paper for maintenance requests or call the phone number on the cover of this Policies and Procedures Handbook to submit a maintenance request.
- B. If in doubt - write it down! If you have any questions about the Move-In Inspection, please contact the Leasing Office. We are here to help you!
- C. Your Move-in Condition Report also includes the number of keys, mailbox keys, and access cards or fobs that you received at Move-In. You will be responsible for returning the number of items indicated on this report, so verify that you have received the correct amount at move-in.

PRIVACY POLICY

We believe in your right to privacy, and will not give out your name, address, email information, phone number to anyone. Therefore, it is very important to provide your new contact information to your friends and relatives, or anyone you want to be able to reach you.

TENANT LEGAL LIABILITY INSURANCE

As described in Paragraph 24 of your Lease Agreement, you are required to secure and maintain a minimum of \$100,000 Tenant Legal Liability Insurance for damages to the Landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, and falling objects.

We offer this coverage for \$15.50 per month per adult, if unmarried. All occupants of the apartment over the age of 18 must have coverage and be listed on your insurance declaration page. Please note this insurance does not cover your personal property or belongings. Please provide the declaration page at move in if you choose to use your own company.

Your Services

MAIL DELIVERY

Mailboxes are centrally located on the first floor of each building; each mailbox may only be accessed by the key provided to you at move-in.

PACKAGE ACCEPTANCE

Another way we make your life easier is by accepting delivery of your packages when you are away. You will be required to provide a photo ID and sign the Package Log when you pick up your parcel. We will not accept delivery of large items that must be placed directly into your apartment, such as furniture. We also do not accept any responsibility or liability for any packages, including perishable items or lost or damaged items. Package pick up is not available after office hours, so if you have a

time sensitive package that you are unable to retrieve during office hours, please contact us to make alternate arrangements.

EXTERMINATION

Another service we provide is a preventative pest control program for the interior of your home. Extermination treatments are proactively completed on a rotating schedule, and you will be notified at least 24 hours prior to this service being completed in your apartment. If you notice a pest of any sort, please contact our office immediately. Extermination for fleas and bed bugs are be completed at the expense of the resident.

LOCK OUTS

There is nothing worse than locking yourself out! During office hours, come by the office with your photo ID and we will lend you a key to get into your apartment. After hours, please call our Emergency Maintenance number and the on- call Maintenance Technician will provide you with access. Attempting to gain access through windows or other means is prohibited.

Considering that the technician will be required to come back to the property from his home, please be patient. Also, of note, there is a fee not to exceed \$125 for lock out service provided after hours.

MAINTENANCE

One of the many benefits of living in our community is the top-notch maintenance service we strive to provide-typically within 24 hours! During office hours, your Maintenance requests can be called into the office, emailed to us at hickorywoodsleasing@msc-rents.com, or submitted online through the resident portal.

Please note that if you have a clogged sink or drain, please DO NOT use any type of drain opener. Call our office and we will have maintenance unclog the drain. Not only can the harsh chemicals in drain openers harm the pipes, but they can also be dangerous to our technicians if they still need to clear your drain line.

We are also pleased to provide our residents with a 24-hour Emergency Service that can be reached at the Emergency Maintenance number listed on page 3 of this Policies and Procedures Manual. Hopefully, you will never need this service, but if you do, you will certainly appreciate having our trained service staff just a phone call away. Before you pick up the phone, please ensure that your issue is a true emergency. Below you will find a list of what we typically consider an emergency situation:

- **No Hot Water in your Apartment**
- **No Heat, outside temperature is below 50 degrees**
This is only an emergency in cold winter weather when the temperature is below 50 degrees and if you are unable to use the Emergency Heat function.
- **No Air Conditioning, outside temperature is above 80 degrees**
We do not respond to Air Conditioner calls **after** 8 pm. Not only do the evenings cool down and make the high temperatures more tolerable, but it is difficult for our technicians to diagnose problems on an HVAC unit in the dark. Air conditioning repairs may be performed after hours if a medical condition is of concern.
- **Flooding of your Apartment/Uncontrollable Flow of Water/Sewer Back-up**
If you are able, turn off the water valve to the fixture or appliance prior to calling Emergency Maintenance. Call us immediately if you cannot control the water from your faucets, sinks, tubs, toilets, water heater, etc. that may cause or is causing a flood in your apartment.

- **Clogged or Backed Up Toilet**
This is considered an emergency ONLY if there is only one toilet in the unit AND you have made every effort, including plunging, to clear the stoppage yourself. In either case, turn off the valve behind the toilet, shut the toilet lid and clean up any mess so the area is clean enough for our technicians to work. In the event the clogged or backed up toilet is fixed by the technician solely plunging the toilet, resident may be charged a \$50 fee.
- **Broken Window or Unsecure Door**
- **Refrigerator Not Cooling**
This will be prioritized in the morning of the following business day, unless it is a Friday or Saturday, in which case, please call emergency maintenance.
- **Oven/Stovetop**
If all four cooking surfaces on the stovetop and the oven are inoperable, please call emergency maintenance.
- **No Electricity in your Apartment**
If your entire apartment is without power, contact your local energy provider. If only certain outlets are affected, please try to reset the GFI breakers prior to calling Maintenance. If the electric is out in certain rooms or portions of rooms, please contact us to discuss the necessity of electricity in that particular room for the evening. The technician may attempt to walk you through resetting the breaker prior to coming to the property or may determine that the outage is not significant enough to be considered an emergency. If you have burnt or sparking electrical outlets or switches, please call emergency maintenance.
- **Gas Leaks or Smell of Gas Where Applicable**
Call 911 first! Then contact your gas provider from a phone NOT located in the apartment. Sparks from phones, even cell phones, can ignite gas. Natural gas has the unmistakable odor of rotten eggs. If you suspect an appliance is leaking gas, turn off the appliance and vacate the premises, then contact your gas service provider as well as Emergency Maintenance.
- **Fire**
Call 911 first! Then call us.
- **Noise Complaints or Security Concerns**
Contact the Police at 911 if you feel a situation could endanger you, other residents, or the property.

Please note the following are NOT considered an emergency:

- Garbage disposal not working
- Dishwasher not working
- Clogged sink or tub
- Clogged toilet in a home with multiple toilets

These will be addressed the following business day during normal operational hours.

In the event that you make an appointment for a maintenance request to be completed in your home, but the Facilities Team is unable to perform the requested work at the scheduled date and time due to your actions or inactions, such as your not being at home at the scheduled date and time or your unreasonably refusing or delaying entry at the scheduled time, we will then charge your account a rescheduling fee of \$50. If, however, management has to reschedule your appointment due to an emergency or due to no fault of yours, then there will be no assessment of a rescheduling fee. Additionally, when you submit a maintenance request with no specific appointment date and time indicated, but the Facilities Team nonetheless cannot perform the requested work due to an unsecured animal/pet in your home or if you again unreasonably refuse entry when the team arrives at your home, we will also charge your account a rescheduling fee of \$50.

Your Community

Making sure everyone feels like they are at home means everyone needs to be a good neighbor. You are responsible for not only your actions, but for the actions of occupants and guests of your apartment. To maintain a quiet, clean community, it is necessary for all residents to respect the rights of their neighbors, and to follow the guidelines of the community. Please exercise care and courtesy when using some of the fabulous amenities in your community.

COMMON AREAS

The area surrounding your apartment including lawns, sidewalks, and any other open spaces in the community and buildings that are shared with other residents are to be enjoyed with consideration of your neighbors. Personal items left in the common areas may be removed and disposed of, without notice, at the expense of the resident.

Drinking of alcohol in public is not allowed on the property.

Please drive carefully throughout the community and be cautious of children (and ducks!) playing. A 15 MPH speed limit is observed throughout the property.

Please keep our community beautiful and do not litter. All trash should be taken to the compactor and disposed of properly. Do not place garbage bags, newspaper, etc. outside your door, on your patio or balcony, or on your front stoop.

The County and State Fire Codes prohibit the placing of trash, boxes, tricycles, bicycles, toys, grills etc. in the entrance or on the steps of buildings. For your safety and the safety of those around you, please obey the Fire Codes.

PARKING

To provide convenient parking for our residents, Hickory Woods enforces the following policies:

- Parking is on a first come, first served basis. We ask that residents park only one vehicle in front of the building. On Ashwood Circle one parking space has been reserved in front of the building for a vehicle from each apartment.
- Vehicles may be parked only in marked spaces. Any vehicle parked illegally is subject to towing at the owner's expense. This includes moving vans, even for a short period of time. Please ask your guests to park in the areas away from the building so residents may have access to spaces near their homes.
- Parking or storing commercial or large recreational vehicles including boats, campers, trailers and wave runners is not permitted.
- Abandoned vehicles will be towed.
- Vehicles parked in fire lanes or other non- parking areas (such as grassy areas, by yellow curbs or fire lanes, unmarked spaces, blocking ingress/egress or access to trash dumpster, etc.) will be towed without warning. Cars not parked in between the lines and taking up more than one parking space will also be towed.
- NO vehicle repair of any kind is permitted on the property.
- All vehicles parked on the property must:
 - be in running order and not pose a threat to property or safety,
 - be properly licensed, equipped with current county decal and inspection stickers,

- display current parking permit or be parked in a space designated for guests.
- Warnings for improperly parked vehicles are given only at our discretion prior to towing, as required by law. Towing occurs at the expense of the vehicle owner. Parking privileges may be revoked for repeated failure to observe parking rules and regulations.
- If you are towed, please contact the towing company listed in the front of your Policies and Procedures Handbook under the *Office Hours and Contact Information* section. Please note that the towing fee is charged by Mitchell's Towing and Recovery and not our community.

Electric Devices and Electric Vehicles

Due to continuing reports highlighting the safety risks (injury to self, others, and fire risk) of self-balancing electric wheeled boards (Hoverboards), electric bikes, electric scooters and other such electric devices, the use, possession, charging and/or storage of these devices is prohibited in all buildings including apartment interiors, breezeways, and corridors.

You are not allowed to charge any EV or other electric device by running an extension cord from the dwelling unit or any electric outlet located on the premises to the EV. You are responsible for making sure your EV's battery is adequately charged offsite.

Certain features will automatically engage and use the battery unless you specifically turn them off. Every car is unique, but a few examples include automatic map updates, pre-warming or cooling and predictive battery reconditioning. Check your owner's manual to find which features will drain your battery and how to turn them off.

We truly do not want to tow anyone's vehicle! We realize that the expense and inconvenience is considerable. Please be mindful of the above rules to avoid towing and to provide maximum parking for our residents, as well as safety and protection of our property.

POOL

Another benefit of our community is the ability to relax or cool off by our beautiful pool. We welcome you and your guests to enjoy this amenity, but please keep in mind the following rules:

- The pool and pool area are strictly for the use of you and your guests from 10 am – 9 pm daily. You will be required to show your pool pass to be in the pool area. Trespassing is vigorously enforced.
- Residents are responsible for the actions of their guests.
- All good conduct and safety rules must be followed. No horseplay or running. Anyone behaving in an offensive, obnoxious, or unsafe manner will be expelled from the pool area immediately. Never swim after drinking alcoholic beverages, eating, or taking medications. No one under the influence of drugs or alcohol will be permitted. **Management reserves the right to permanently revoke pool privileges for unacceptable behavior.**
- Do not use any plug-in radio or other electronic device in the pool area. No water guns are permitted.
- No glassware is permitted in the pool area. Food and drinks are permitted on the deck only.
- Never swim alone. For safety, it is recommended that persons under the age of 14 be accompanied by a proficient swimmer who has the ability to supervise responsibly. Maximum two guests per household and a resident must always accompany guests.
- **ALL USE OF THE SWIMMING POOL IS AT YOUR OWN RISK. NO LIFEGUARD ON DUTY.**
- Pool parties are not allowed.
- No one is allowed in the pool with any type of bandage or open wound.

- The pool area is off limits after closing. Trespass warrants will be issued, and legal action taken for anyone found inside the fenced pool area after closing.
- Management reserves the right to close the pool at any time for safety reasons.
- Management is not responsible for lost or stolen items.
- Complaints concerning the pool should be brought to the Hickory Woods office.
- DIVING IS NOT PERMITTED. Anyone diving may lose his or her pool privileges.
- If trash is left or damages caused by you or your guest, you will be charged accordingly.
- Pets other than service animals are not allowed in the pool area or pool.
- Please take care of the pool furniture we have provided for you and your guests to enjoy.
- Please keep the grilling area clean and do not leave items behind.
- Management reserves the right to change any pool rules and regulations at any time.
- Failure to abide by the rules and regulations of the pool may result in loss of privileges.

BUSINESS CENTER AND CLUBHOUSE Wi-Fi

Hickory Woods has a Business Center for your convenience and is available for use and FREE for you and your guests. Guests must be accompanied by a resident. The Business Center serves as a quiet workplace. Please be courteous and use headphones if the content you are playing on the computer has music or noise. Access to the Business Center will be revoked if you use our computers or internet service to visit inappropriate websites or download content that is illicit or illegal.

If you are using your personal device, you may access the community's Wi-Fi using the Wireless ID "Hickory Woods" with the passcode 5403441842.

Eating or drinking is not permitted in the Business Center.

FITNESS CENTER

Located adjacent to our clubhouse, the Fitness Center boasts a great view of the pond and pool. To access the fitness center after business hours, please visit the leasing office to purchase a key fob. There is a one-time non-refundable fee of \$10 for key fobs. Report any lost or stolen fobs to Hickory Woods management. Replacement fobs can be obtained for a fee of \$50. Make sure you return the access card when you move out, or a \$50 fee will be charged.

Never give your key fob to anyone else, including other residents. Our key fob access system electronically tracks your entry into the fitness center. If you let other people use your access key card and damages occur, you may be held liable, and your fitness center privileges revoked. The fitness center is under surveillance. Any violations or vandalism will result in charges against those responsible.

By using the Fitness Center, you agree that is at your own risk and that no attendants or supervision of any kind will be provided. Guidelines for use of the Fitness Center:

- The Fitness Center is for use you and your guests only. Guests must be accompanied by a resident and must sign a Release of Liability form in our office prior to using the fitness center.
- Please read posted instructions before using exercise equipment. If you do not understand the instructions, do not use the equipment.
- The Fitness Center is for exercising. You may be asked to leave the facility if you are loitering or using the equipment improperly.
- Please wipe down equipment with provided antiseptic wipes after each use.

- Use of equipment is on a first-come, first-served basis. Therefore, please be considerate and limit your time on the equipment.
- Please notify us immediately of any equipment problems, and do not use any equipment that is not working properly.
- We urge you to take caution not to overexert yourself and recommend exercising with a partner. Before undertaking any exercise program, consult your physician.
- Use of Fitness Center facility is “at your own risk.” No attendants or supervision of any kind will be provided. Hickory Woods is not responsible for accident or injuries related in any manner to the use of these facilities.
- Failure to comply with these rules & regulations could cause your Fitness Center privileges to be revoked and future access denied. We also reserve the right to prohibit use of the Fitness Center by any individual failing to comply with normal precautions and posted rules.
- PETS, LOITERING, SMOKING, and ALCOHOLIC BEVERAGES are NOT PERMITTED in the Fitness Center.

COMMUNITY ROOM

As a Hickory Woods resident, you may reserve the Clubhouse Community room to host gatherings for a deposit and fee. Please contact the office for specific details and availability if you would like to reserve the clubhouse for a function. There is no smoking in the clubhouse, and you must be present for the duration of the event.

Your Apartment

We do everything we can to make our community a place you are proud to call home, but what’s inside counts just as much! Please take care of your apartment and keep it neat and clean. We have established some guidelines to make sure our community looks like a place we all want to call home:

EXTERIOR

No structural changes or additions may be made to the exterior of your apartment home, including installation of satellite dishes. If you wish to have satellite service, please contact the office for permission PRIOR to contacting the satellite service provider to complete the Satellite Dish Addendum and pay a \$25 inspection fee. **Improper or unauthorized installation of a satellite dish will be considered a serious breach of lease and will be handled accordingly.**

Please keep all entries, patios, decks, and porches clean and free of trash or debris. We will dispose of any trash left outside of your apartment or improperly disposed of around the community and charge your account a minimum fee of \$50 per bag or item.

You may put up a wreath, but no other decorations to alterations may be made to your front door or entrance. We encourage you to use a doormat. We will remove carpet scraps, automobile mats, or any other mats not designated for outdoor use.

The Virginia State Fire Prevention Code prohibits grilling on wood balconies or within 15 feet from the exterior of a building. Therefore, we cannot permit grills of any kind on the patios or balconies. There are several charcoal grills located throughout the community for your use, and a gas grill located in the grilling/picnic area by the pool. Please clean up the area when grilling is finished so all of our residents can enjoy this amenity.

Balconies/patios are to be always kept clean and orderly. Laundry, towels, blankets, clothes, etc. are not to be hung or displayed on balconies, patios, or yard areas. Trash is not to be stored on balconies. Motorcycles, boxes, tires, and items that are not classified as patio furniture and are not to be kept on your balcony or patio. Clothes lines of any kind are not permitted anywhere on the property.

Flying any type of drone in the community is prohibited.

Your apartment is designed to create a more carefree and simpler lifestyle for you. Here are some details about the features of your new home:

INTERIOR

GARBAGE DISPOSAL-The on/off switch for your garbage disposal is located on the wall behind the kitchen sink. Don't put large amounts of food down the garbage disposal. Feed food into the garbage disposal a little at a time with the cold water running. This will help the food scraps flow down freely through the drainpipes and plumbing. Be sure to use cold water, as hot water melts the foods you are trying to grind up and remove. Allow the water to run a few seconds after you turn the disposal off to rinse away any remaining particles. Some items that you should NOT put in your garbage disposal that can damage blades and pipes include:

- Eexpandable foods such as rice and pasta
- Grease or fat
- Bones
- Coffee Grinds or Tea bags
- Fruit or potato peelings, eggshells
- Seeds or dry beans
- Plastic, glass, metal, paper or aluminum

Periodically putting ice cubes in your disposal is a good idea to clean the inside. While noisy, this works like a rock tumbler polishing rocks. You can power wash the odor from the drain without ruining your disposal. If your disposal stops working, try pushing the red reset button located underneath the disposal. If this does not work, please call the office to submit a maintenance request.

ICEMAKER -If your refrigerator is equipped with an icemaker, be sure the feeler arm on the side of the icemaker is in the down position. This will turn the icemaker on, and ice will generate until the feeler arm is lifted by the ice and the ice container is full.

LIGHTING-Please note that replacing interior and exterior lightbulbs is your responsibility.

GFCI RECPTACLE -If the power goes out in one of your bathrooms, check the outlet in BOTH bathrooms to make sure the **GFCI** receptacle is working properly. To reset a GFCI outlet, push the RED reset button located in the center of the GFCI outlet. You should hear a sharp "click" upon pressing the reset button.

If power goes out in other isolated areas in your apartment, check the outlets in the kitchen to make sure the GFCI receptacle is working properly. To locate the outlet with the tripped GFCI, look for the one with a small button popped out, typically marked "test" and follow the instructions above to reset the outlet. Remember, when a GFCI trips, it will trip any and all outlets connected to that outlet.

WATER SHUT OFF VALVES-If water is leaking in your apartment from a sink, toilet or appliance,

turn off the water source using the shut off valves. The shut off valve for appliances in your kitchen is located under the kitchen sink, the shut off valves for the bathroom is located on the wall behind the toilets under the tank, and the shut off valve for the bath sink is located under the bathroom sink. Uncontrollable running water should always be considered an emergency and can cause significant damage to the flooring and walls of your home, as well as your personal property. Be sure to contact our office immediately at the sign of leaking water. If the office is closed, contact Emergency Maintenance.

SETTING YOUR THERMOSTAT- Your apartment is heated and cooled by a central heating and air conditioning system that you control. The thermostat is located in the living room. There are multiple settings which are defined below:

FAN- With fan options, you will most likely have “on” or “auto.” By choosing “on,” you will engage the fan on your system to circulate air through the home without heating or cooling it. The fan will run for as long as the “on” option is engaged. The “auto” option will only engage the fan when either the heat or air conditioning turns on and needs to be circulated. The “on” option for the fan is generally considered an energy waster since it will require a decent amount of energy to move that much air on a constant basis. Most people leave the fan set to “auto.”

COOL- Set the system to cool your home by moving the switch to the “cool” setting. Set the desired temperature in your home and make sure the system is set on auto. The system will run until your home reaches the desired temperature then will automatically turn off. This is the most efficient way to cool your home. Also, important to note is that your air conditioner supports a maximum temperature drop of about 20 degrees from the outdoor temperature. What this means is that on most days, a 20-degree temperature drop is perfectly fine, and your home will stay right around the temperature at which you set your thermostat. On extremely hot days, however, your air conditioner might not be able to cool down your home to its normal temperature. If it’s 100 degrees outside, for example, your air conditioner might only be capable of cooling your home down to 80 degrees.

Now that you know about your air conditioner’s maximum temperature drop, you can use that information to choose the right thermostat setting when it is extremely hot outside. If you know it is going to be a very hot day, consider raising your thermostat setting a few degrees to ease the load on your air conditioner. This will help prevent your system from overheating and breaking down on a day when it’s already working overtime.

The worst thing you can do on an extremely hot day is to set your thermostat temperature even lower than usual to make your home cooler. All this will do is force your air conditioner to work non-stop and will greatly increase the likelihood of something going wrong

HEAT- Setting the heat for your thermostat is very similar to setting the cooling option. Use the same switch or button to cycle through until you reach “heat.” You can then use the same set of arrows you used to set the cooling temperature to set the heating temperature. Again, the system will only run when the internal thermometer registers that the ambient room temperature is colder than the set temperature. During the winter months, if you expect to be gone from the apartment for any length of time, we ask that you leave the heat on in your apartment to a setting of at least 55 degrees to prevent pipes from freezing.

You will also see an “EM heat” or “Emergency Heat” setting on your thermostat. This setting corresponds to a separate electric heating system in the home in the event that the larger system breaks or freezes over during winter. While it does not hurt to test the emergency heating option periodically, you should stick to the standard heat setting for day-to-day use.

NOISE-With the convenience and no hassle lifestyle of apartment living comes the responsibility to keep noise to a minimum and demonstrate respect for your neighbors. Stereos, televisions, radios and conversations should be kept to a moderately low level, and when possible, speakers for televisions and radios should not be placed on the wall adjoining your neighbor's apartments.

WINDOWS-All window coverings must have a light background when viewed from outside of your apartment.

PAINTING and DÉCOR-We want your home to reflect your style! If you decide to add color to your walls, please note that you will need to return them to their original color before you move out. Use small nails or nailed picture hangers to hang accent pieces to keep damage to sheetrock to a minimum and avoid charges upon move out.

PLUMBING-Do not place sanitary napkins, tampons, paper towels, diapers, etc. in the toilet. This can cause serious plumbing issues in not only your apartment, but in your neighbors' as well.

SHOWER STALL/TUB- Do not clean with any abrasive cleaners that will scratch tile surfaces. Always close your shower curtain fully during use to prevent leakage and use a heavy bathmat on the floor. You may be responsible if water flows into the floor level below your bathroom. Mold and mildew can be kept to a minimum if you regularly clean and keep your bathroom ventilated. If you discover that the caulk or grout around your shower/tub is deteriorating, please contact our office for repair.

TOILETS AND DRAIN- Please use a plunger to try to clear a clogged toilet. If this attempt is not successful, call us for assistance. Do not flush paper towels, cotton swabs, feminine hygiene products, condoms, diapers, or any foreign object down drains. There may be a charge for removal of any foreign object as well as any resulting damages. In the event that you report a clogged toilet, and the maintenance department is able to clear the clog by simply plunging the toilet, you may be billed for the cost.

PATIO/BALCONY- The Virginia State Fire Prevention Code prohibits open flames within 15 feet from the exterior of a building **so grilling on patios or balconies is a fire hazard and is**

PROHIBITED. Please keep your patio or balcony free of trash, laundry, clothing, etc. Only furniture classified as outdoor or patio furniture permitted.

LOCKS-Please do not install additional locks on your apartment doors. If you would like an additional lock, please contact our office.

WASHER/DRYER- Your apartment is equipped with a washing machine and dryer which will be maintained by our maintenance team. However, you will be responsible for service, repairs, and any subsequent damage caused by abuse or neglect. Prior to each use of the dryer, please clean the dryer lint screen. You will be responsible for any damage caused by overflow due to improperly loading or overloading the washing machine or using improper or excessive detergent. If at any time that you find your dryer vent detached, please call our office for a repair.

Your Protection

In the event of an emergency, always call 911 or the appropriate governing agencies immediately, then the management office.

Though we do our best to provide a secure environment, the following guidelines will help you protect yourself.

INSIDE YOUR APARTMENT

- Lock your doors and windows – even when you are inside.
- Use night latches or dead bolt locks on the doors while you are inside.
- When answering the door, see who there is by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubts.
- If you return to your residence and you think it has been entered illegally, do not enter. Call 911.
- Never give out keys, or access codes or combinations to your apartment or any area of the community. If your keys are lost or stolen, call us immediately to re-key. There is a fee for us to re-key the locks.
- Keep a complete list of the serial and identification numbers of computer, television, stereo, etc. This will greatly aid in recovering stolen goods.
- Keep valuables out of sight by drawing curtains or blinds and storing such items away from windows.
- Never leave a note on your door stating you are not home.
- Do not display apartment keys in public or carelessly leave them in the mail area, at the pool or places where they can be easily stolen.
- Do not put your name, address or telephone number on your key ring.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches and other security devices regularly to be sure they are working properly.
- Close and latch your windows while you are gone, particularly when you are on vacation.
- Immediately report any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems: or any malfunction of other safety devices outside your apartment such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railing, etc.
- Close curtains, blinds and window shades at night.
- Mark or engrave identification on valuable personal property.
- Use lamp timers when you leave for extended periods of time.
- In a residential community, screaming may sound like horseplay. In an emergency, be specific by shouting “Help!” “Police!” or “Fire!”

OUTSIDE OF YOUR APARTMENT

- When returning to your apartment late in the evening, if possible, always use the main property entrance or commonly used walkways.
- Lock your doors while you are gone.
- Tell other occupants of the apartment where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.

- At all hours, carry your door key in your hand when nearing your entry door. You are more vulnerable when looking for your keys at the door.
- If you notice suspicious persons loitering around the property, report them immediately to the proper authorities. DO NOT confront them yourself.
- Please report any malfunctioning lights to the management office.

WINDOW SAFETY

In June 2000, the U.S. Consumer Product Safety Commission released safety guidelines to help prevent falls from windows. Window screens are not designed or intended to protect from falls. Therefore, window stops will be installed on all windows upon the residents' request which will allow residents to restrict the window opening. Please keep furniture away from windows to discourage anyone from climbing near windows. Window guards are also available for installation at the residents' request and expense. Window guards screw into the sides of a window frame and have bars set 4" or less apart.

It is the resident's responsibility to notify management of any window problems or if window stops need to be replaced. Please contact the Management Office if you have any questions or concerns about thumb locks, window safety or additional window protection

KEYS and KEY RELEASE

At Move-in, you will receive keys to provide access to your home and mailbox. By accepting these, you agree to use them only for your personal use and will not allow anyone else to use them. You understand that any duplicate keys must be made by management, and that all keys issued must be returned at move-out. You cannot change the entry locks or otherwise deny us access to the apartment. If keys are not returned or are lost, a replacement charge will be assessed for each item. If key is lost or stolen, you should notify us immediately.

If you wish for us to release a key to your apartment to anyone not listed on your Lease, you must complete a Key Authorization Form (see a community representative to obtain form). You must inform all person(s) listed on the key release that we will require valid photo identification prior to releasing any key or allowing access. We are not liable for unreturned keys or any damages to you, your roommates or your guests for injury, damage or loss to person or property caused by criminal conduct of other persons including theft, burglary, assault, vandalism, or other crimes.

FIRE SAFETY

Please call 911 if there is a fire or smoke. Disabling or tampering with a fire extinguisher, pull stations or smoke detector is a violation of the law and may lead to fines and possible early termination of your Lease. Prevention is your best insurance against fire. We recommend that you follow these simple safety precautions in your apartment to prevent fires:

- Let cooking grease cool and pour into a metal can. Never pour hot grease into a plastic container.
- Do not put water on a grease fire. Call 911 immediately.
- Do not let grease or oil cook on the stove unattended.
- Properly dispose of all lighted tobacco products in appropriate metal containers. Ensure all lighted tobacco products are out before leaving them unattended.

- Avoid cooking while intoxicated, taking medication or when sleepy.
- Use an empty metal container to dispose of hot ashes from fireplaces. Never dispose of ashes at or around patios or shrubs or in a garbage can.
- Test smoke detectors monthly to make sure they are working.
- Do not store gas-operated tools or vehicles (motorcycles or scooters) inside the apartment or under stairwells, breezeways, patios, or balconies.
- Do not burn candles of any kind.
- Do not overload outlets or circuits.
- If there is a fire, do not rush out of your apartment into the hallway or breezeway. First, feel the door. If it is hot, use another way out. If the door is cool, leave by the nearest exit. If your planned escape route becomes smoky, get down on your hands and knees and crawl – smoke rises, so the cleanest air is near the floor. If you cannot escape your apartment, stuff wet towels, sheets and clothes around the door and vents to keep smoke out. Call 911 and give them your exact location. If no smoke is coming into the room, slightly open a window. Stay low and wave a bright cloth, towel or sheet out a window to signal your location.

FREEZING WEATHER

If freezing weather is expected and you are going to be away from your apartment for an extended period of time, please leave the thermostat set to “auto” and at a minimum of 60 degrees. These precautions are essential in order to avoid substantial damage to your apartment and personal belongings from broken pipes. If you fail to take these precautions, you may be liable for damages to your apartment and any other affected areas.

When snow is forecasted, please park your vehicle a few inches back from the curb to facilitate plowing and prevent injuries to vehicles as sidewalks are cleared. Residents are responsible for clearing snow away from their own vehicles. Please do not dump snow onto sidewalks or walkway areas.

MOLD and MILDEW PROTECTION

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold by taking the following precautions:

- Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment HVAC unit to circulate fresh air throughout your apartment.
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 60 degrees and 80 degrees Fahrenheit within your apartment at all times.
- Clean and dust your apartment on a regular basis as required by your lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- Use the bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.

- Use the exhaust fans in your kitchen when cooking and while the dishwasher is running. Allow the fan to run until all excess moisture has vented from the kitchen.
- Use care when watering houseplants. If spills occur, dry up excess water immediately.
- Ensure that your clothes dryer vent is operating properly and clean the lint screen after every use.
- Thoroughly dry any spills or pet urine on carpet.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- Report any evidence of a water leak or excessive moisture in your apartment, storage room, garage, or any common area.
- Report any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- Report any failure or malfunction with your heating, ventilation, air-conditioning system, or laundry system. As your lease provides, do not block or cover any of the heating, ventilation or air-conditioning ducts in your apartment.
- Report any inoperable windows or doors.
- Report any musty odors that you notice in your apartment.

It is necessary for you to provide proper climate control, keep your apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in your apartment. Please report: (1) any evidence of a water leak or excessive moisture in the apartment, as well as in any storage room, garage or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation or air conditioning system in the apartment; and (4) any inoperable doors or windows.

PEST CONTROL

We provide a preventative extermination program in which your apartment will be treated routinely in order to keep pests out of your home. Routine service breaks the pest development cycle and provides you with protection from pests as well as those that may migrate from your neighbor's property. As we treat on a regular basis, we renew the barrier around your home to protect your family from the annoying pests that may come into your home. Our efforts are most effective when our residents adhere to the following guidelines:

- Dirty dishes must be washed or at least rinsed off so that no food is left in the sink.
- Bags, boxes, and newspapers should not be kept in the kitchen. All these things provide hiding places for pests that are almost impossible to penetrate with chemicals.
- Grease gobbles up pesticides. If a surface is greasy, it not only provides food for pests, but also absorbs any pesticide before any pest can contact it. Get rid of any grease. Clean with soap and water each time you fry any food.
- Store seldom used items in another room. Pests like to stay where they are not disturbed. They love that box on top of the cabinets that you never open.
- Repair any plumbing leaks. That dripping water in the sink or tub provides an ideal humid environment that pests love. They also must drink water to survive.
- If you have a pet, make sure the food is put away at night. Dog or cat food happens to be gourmet pest food. Keep any open dry food in a sealed container.

- If you see any cracks and crevices, especially in the kitchen and bath, please contact the Maintenance Department so they can be caulked and sealed. Pay special attention to the holes around the pipes where they enter the wall.

The important thing to remember is that pests need food, water, and shelter to survive. By controlling these things in your home, you will be making it more difficult for pests to survive.

With all of the recent media coverage surrounding bed bugs, people are concerned about bringing bed bugs into their home. Avoid bringing used furniture into your home, especially furniture you may find along the curb or in a dumpster as it could have bed bugs. Also, when traveling, inspect the room for bed bugs. Pay careful attention to the bed, inspecting the sheets and the mattress seams. Look for small dark spots, cast shells and live bed bugs. Use a flashlight if one is available. If you see signs of bed bugs, immediately request a new hotel room.

Your Options

PETS

Pets are permitted in your apartments. Each resident must have written permission as a part of his/her lease. Any resident who has a pet without written permission is in direct violation of the lease agreement and will result in an unauthorized pet fine of \$500.00.

Only ONE of the following breed types including full, mixed-breed or derivatives of Staffordshire Terriers, Pit Bull, Pit Bull Terriers, Rottweilers, Chows, Doberman Pinchers, Wolf or any hybrids, Alaskan Malamutes, Presna Canarios, Cane Corso's, Rodents (including ferrets), or Reptiles, unless animal is a verifiable certified service or support animal.

The Pet Agreement must be signed, and applicable Deposits and Fees are required. **Please contact our office for information about our pet policies prior to bringing a pet into your home.**

For the governing Rules and Regulations related to Pets, please see the Pet Addendum, which you will be asked to sign and to date in the event that you intend to have a pet in your apartment unit.

SATELLITE DISHES

There are plenty of options available when it comes to choosing your cable and internet provider. If you find that traditional cable options don't meet your needs, installing a satellite dish can be an option under certain circumstances. **However, you must obtain permission from the office and complete the paperwork prior to scheduling installation for a satellite.**

WATERBEDS/AQUARIUMS

Due to the potential for extensive water damage and because of the enormous weight of waterbeds and aquariums, permission must be obtained from the Hickory Woods office before either can be brought into your home. Proof of Renter's Insurance of at least \$100,000 liability coverage is mandatory if you obtain permission.

RENEWAL

Keeping you happy and keeping you **here** is always our goal! We appreciate our residents and encourage renewals. We hope we can extend a renewal offer to you when your lease expires. We will be contacting you well in advance of your lease expiration to discuss your options.

EARLY LEASE TERMINATIONS

We hope that your residency in our community will be a long and happy one. However, we understand that sometimes unexpected life circumstances require adjustments in our lives. There are options available to you in the event that you need to end your lease early, so please contact our office for specific policies prior to making alternate living arrangements.

TRANSFER WITHIN COMMUNITY

Transfers within the property will be considered under certain circumstances, but there may be a fee charged. Please contact the Management Office for details.

NOTICE TO VACATE

If you do not intend to renew your lease at the end of its term, you are required to provide us with at least 60 days' notice to vacate prior to your lease end date. Failure to provide such notice will result in extension of the lease to month-to-month tenancy at the end of the lease term. During month-to-month tenancy, short-term lease fees shall apply, in addition to the "market rent" of the apartment/townhome. Market rent shall be defined as the rate established by the landlord without concessions. Such month-to-month tenancy shall begin on the first day immediately following the expiration of this Lease and shall continue month-to-month thereafter until either Resident or Landlord provides written notice of termination to the other party at least thirty (30) days prior to the end of the next monthly term.

Your Departure

To help ensure that your move goes smoothly, our management team has assembled the following guidelines. If you have any questions about the information in this guide, please do not hesitate to call us.

SECURITY DEPOSIT

Our goal is to return 100% of your refundable security deposit, plus interest in accordance with the Virginia Residential Landlord and Tenant Act. We expect the apartment or townhome be left in the same condition as it was when you moved in, clean and in good repair. Reasonable "wear and tear" will be given due consideration, as will any damage reported at move-in. You can expect an accounting of your refundable security deposit return within 45 days of your move-out. In addition to any unpaid balances due at the time of move out, other deductions from your deposit may include:

UTILITY BILLS

You are responsible for all utilities in your apartment until the date of your lease expiration, regardless of your move out date. Please do not disconnect electric or any other services until

your lease ends. Your final water/sewer and trash bill will be deducted from your security deposits. Please verify the cycle dates of the metered utilities with our management Office to avoid duplicate payments.

DAMAGES

A large percentage of damage charges result from smoking and/or pet damage. Please note that while your carpet may appear in good condition, our professional carpet cleaning company will inspect the carpet and pad for pet urine that is not visible to the eye. Additionally, smokers' apartments typically require more extensive work to prepare the home for the new tenants, due to discoloration and odor problems. Smoke permeates all areas of an apartment and can lead to discolored window treatments and cabinets, and carpets may require a deodorizing agent. Additional coats of paint or a coat of a stain and odor blocker primer may also be necessary. Any costs associated with replacements, odor treatment, or discoloration will result in charges to the resident.

You are responsible for any damage to the apartment or town home not reported at move-in. If you did not return the move In Condition Report to our office within 5 days from your move in date, you may be held responsible for all damage in the apartment.

CLEANING

Within 24 hours of moving into the apartment, Hickory Woods recommends that you inspect your apartment to assure the Cleaning Guidelines have been met.

It is your responsibility to leave the apartment "broom clean". That means all surfaces are wiped and swept clean. The Non-Refundable Restoration fee paid when you moved in covers the following:

- Steam clean carpets (not to include spot removal or excessive damage)
- Clean appliances (not to include scrubbing, scraping of food or spills)
- Clean kitchen cabinets & countertops
- Light cleaning of vinyl flooring in hallway, kitchen and bathroom
- Clean bathroom fixtures and countertops
- Clean mini-blinds and windows
- Sweep clean balcony
- Clean washer/dryer (where applicable)
- Clean shelving in closets, cabinets, etc.

The nonrefundable Restoration Fee will not cover the cost incurred by the Landlord for excessive cleaning of the apartment and or the carpets and floors, repairing pet damage, repairing wall damage, painting walls back to the original color, removing trash, debris, or personal items, repairing and/or replacing fixtures including but not limited to, mini-blinds, screens, windows, doors, faucets, sinks, lights, cabinets, tile, countertops, and railings. Any excessive cleaning and/or damage will be deducted from the remaining deposit on hand or billed in excess.

MOVE OUT INSPECTION

We urge you to be present for your move-out inspection. Please contact the office to schedule a move out inspection one week prior to your move out date. At the time of your inspection, your apartment should be completely empty and cleaned and you should be prepared to return your

keys and other returnable items. Please note that the move out inspection is merely an estimate of charges and is not a final statement of obligation.

PARKING STICKERS, ACCESS CARDS, FOBS, AND KEYS

Keys will be collected by the inspector at the time of your move-out inspection if you are present. Otherwise, all keys must be turned in to the Business Office by noon on the day your lease expires. A receipt will be issued for all keys received. Rent will be charged until keys are received.

Parking Stickers/permits, key fobs, access cards, keys, mailbox keys, etc. must also be turned into the office by noon on the day of your move out or your account will be charged the replacement costs of these items.

Please be certain to remove all your belongings from your apartment as no right of storage can be given after the lease agreement ends and we cannot protect your possessions. You may be charged for the disposal of any items and or trash left in the apartment.

The Legalse

POOL USAGE

Please note that by obtaining a pool pass and entering the pool area, you and your guests agree that you will release, indemnify, and hold harmless the community, and its heirs, assigns, executors, administrators, affiliates, employees, insurers, adjusters, attorneys, representatives, owners, predecessors in interest, successors in interest, subsidiaries, parents, policyholders, officers, directors, agents, management, stockholders and/or associates, both individually and/or collectively, from any and all claims, debts, demands, damages, charges, actions, causes of action, costs, expenses, and/or liability, whether known or unknown, whether in law or in equity, whether existing as of this date or relating in any way to the use of the pool and/or pool area, and from any and all claims and/or liens of Medicare, Medicaid, the Commonwealth of Virginia, or any provider, insurer, third-party payor, employer, workers' compensation insurer, attorney, or any other entity for services or treatment rendered or payments or benefits provided to or on behalf of Resident for or because of any alleged claims, losses, or damages, as allegedly suffered or incurred as a result of Resident's use of the pool and/or the pool area.

As a Hickory Woods Resident, you understand and agree that pool attendants may not be present during all hours of operation of the pool, and that, at all times, the pool and pool area is USE AND SWIM AT YOUR OWN RISK. Furthermore, you understand and acknowledge that the pool attendants will only be responsible for cleaning the pool area, checking chemical levels in the pool, and monitoring unauthorized usage of the pool and the pool area. You understand and acknowledges that the presence of the pool attendants shall in no way constitute nor shall it be construed as a guarantee, an assurance, or even an implication of safety for those individuals using the pool or the pool area; it being expressly understood and acknowledged that such safety shall be the sole and exclusive your responsibility or of the individual using the pool or the pool area.

FITNESS CENTER

Your usage of the Hickory Woods Fitness Center constitutes your agreement with the following terms and conditions of the exercise equipment and any other areas designated for exercise by Hickory Woods Apartments, LLC at 3006 Hickory Woods Drive: Roanoke, VA 24012.

As a Hickory Woods resident, you understand that you will comply with the guidelines contained in the Hickory Woods Policies and Procedures Handbook. You further understand that use of the equipment in the Fitness Center is at your own risk, and no attendants or supervision of any kind is provided.

You also agree to release, hold harmless, and indemnify Owner and Owner's representatives from and against all claims, demands, costs, expenses (including attorney's fees), and cause for any action arising out of or in the any manner relating to any personal property damage, death, injury, or loss suffered or sustained by you, other than the Owner or Owner's representatives' gross negligence of willful misconduct.

ASBESTOS

The Federal Occupational Safety and Health Administration (OSHA) legislation 59 FR 40964 1910.001 requires property owners and managers to disclose that certain building materials are presumed to contain asbestos. OSHA deems all thermal system insulation, sprayed or troweled on surfacing materials, and floor coverings installed prior to 1981 to be potential asbestos containing building materials unless found through testing to be asbestos free.

We have had extensive asbestos testing at our property, performed by two separate companies since we purchased the property in 1986 and none of the various samples taken contained asbestos. A few apartments, however, tested positive for asbestos in the original tile flooring. Since then, we have encapsulated (overlaid) these areas with asbestos free sheet vinyl without disturbing the original tiles. These installations were performed in accordance with OSHA regulations.

OSHA developed legislation 59 FR 40964 to increase awareness of employees and contractors working in buildings that may contain asbestos, as well as notify residents of any presumed asbestos-containing material. Asbestos is only a hazard when fibers become airborne through excessive abrasion, drilling, or demolition. As such, please do not make any alterations, drill, sand or otherwise disturb any of the vinyl surfaces in your residence without consent from the Hickory Woods management team.

LANDLORD REQUIRED LEGAL LIABILITY INSURANCE STATEMENT OF DISCLOSURE

NAMED INSURED:	INSURER:
Management Services Corporation 1228 Cedars Court, Suite 201; P.O. Box 5306 Charlottesville, VA 22905	James River Insurance Company Ltd. Butterfield Bank Building (6th Floor) 65 Front Street Hamilton HM 12
ADDITIONAL INSUREDS:	
Those Tenants reported by the Landlord with payment of the monthly premium shall be an Additional Insured during such monthly Coverage Period	
POLICY PERIOD:	POLICY NUMBER
November 1, 2024 until cancelled by Insurer or Named Insured	PKG1891118
RESIDENCE PREMISES:	LIMITS OF LIABILITY:
Scheduled apartment units owned or managed by the Landlord	\$100,000 Legal Liability for damage to Landlord's property
RESIDENCE PREMISES COVERAGE PERIOD:	
Effective Date: Later of lease inception or first day of Reporting Month. Expiration Date: Earlier of lease expiration, last day of Reporting Month or as waived from coverage by Named Insured.	
RESIDENCE PREMISES LIABILITY PREMIUM:	
\$15.50 per resident payable monthly (inclusive of state surplus lines premium tax)	
CLAIM REPORTING	
James A. Scott & Son, Inc. 1301 Old Graves Mill Road, Lynchburg, VA 24502, Toll Free: (800)365-0101, E-mail: dludwig@scottins.com.	

PLEASE READ CAREFULLY: This is a summary of the terms of coverage purchased by the Landlord (property owner or manager). This document is informational only and does not convey any additional rights or benefits beyond that extended by the insurance policy. The policy provides coverage to the Landlord for "property damage" to an "insured location" by the "tenant". This coverage meets the minimum "tenant" liability insurance requirements of a residential lease agreement. Coverage is narrower than the liability coverage afforded to a "tenant" by a renter's insurance policy. The "tenant" is an Additional Insured under this policy only during such months that the premium has been remitted to the Insurer.

AGREEMENT: The Insurer will provide the insurance described in the above referenced policy in return for the payment of the premium by the Named Insured and compliance with all provisions of the policy applicable to the Named Insured, Landlord and the "tenant" respectively.

DEFINITIONS: A. Insurer means the insurance company shown above that is providing the insurance. B. In addition, certain words and phrases are defined as follows: (1.) "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that result. (2.) "Business" means: (a.) A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or (b.) Any other activity engaged in for money or other compensation, except the following: (i.) One or more activities, not described in (ii.) through (iv.) below, for which no person receives more than \$600 in total compensation for the 12 months before the date of loss; (ii.) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity; (iii.) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or (iv.) The rendering of home day care services to a relative of the "tenant". (3) "Tenant" means: (a.) the "tenant" and residents of the "tenant's" household who are: (i.) the "tenant's" relatives; or (ii.) Other persons under the age of 21 and in the care of any person named above; or (b.) "residence employee" in the course of their employment while on the "insured location". When the word "the" or "a" immediately precedes the word "tenant", the words the "tenant" or a "tenant" together mean one or more "tenants". (4.) "Insured location" means: (a.) the "residence premises"; and (b.) the part of other premises, structures and grounds contained within continuous common grounds owned or operated by the Landlord and used by the "tenant" as a residence. (5.) "Occurrence" means an accident on the "insured location", including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the Coverage Period, in "property damage" to the "insured location". (6.) "Property damage" means physical injury to, destruction of, or loss of use of any part of the "insured location" caused by **fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump**. (7.) "Residence employee" means an employee of the "tenant", or an employee leased to the "tenant" by a labor leasing firm, under an agreement between the "tenant" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services. A "residence employee" does not include a temporary employee who is furnished to the "tenant" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions. (8.) "Residence premises" means the residential dwelling unit where the "tenant" resides, and which is specifically scheduled to this policy as a "residence premises". (9.) "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

LIABILITY COVERAGES: Property Damage Liability to Landlord's Property If a claim is made or a suit is brought against the "tenant" for damages because of "property damage" caused by an "occurrence" to the "insured location" to which this coverage applies, Insurer will: (1.) Pay up to the Limit of Liability for the damages for which the "tenant" is legally liable. Damages include prejudgment interest awarded against the "tenant"; and (2.) Provide a defense at Insurer's expense by counsel of Insurer's choice, even if the suit is groundless, false or fraudulent. Insurer may investigate and settle any claim or suit that Insurer decides is appropriate. Insurer's duty to settle or defend ends when the Limit of Liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

EXCLUSIONS: A. "Vehicle Liability": "Property damage" arising from the ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or motor vehicles. **B. Expected Or Intended Damage:** "Property damage" which is expected or intended by a "tenant" who is 13 years of age or older even if the resulting "property damage" is of a different kind, quality or degree than initially expected or intended. **C. "Business":** "Property damage" arising out of or in connection with a business conducted or engaged in by the "tenant", whether or not the "business" is owned or operated by the "tenant" or employs the "tenant". This Exclusion C. applies, but is not limited to, an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business". **D. "Bodily Injury"** liability or medical expense payments to any person. **E. War:** "Property damage" caused directly or indirectly by war, including the following and any consequence of any of the following: (1.) Undeclared war, civil war, insurrection, rebellion or revolution; (2.) Warlike act by a military force or military personnel; or (3.) Destruction, seizure or use for a military purpose. Discharge of any nuclear, biological or chemical agent or weapon will be deemed a warlike act even if accidental. **F. Controlled**

Substances: "Property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to methamphetamine, cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician. **G. "Pollutants", Asbestos, Lead and Silicon:** "Property damage" arising out of the presence, dispersal, release, ingestion, inhalation, absorption, contact with, exposure to, or failure to warn of the presence of: "pollutants", lead, asbestos, silicon or anything containing such material or substance. In addition, Insurer will not pay cost or expense to abate, mitigate, remediate, contain, remove or dispose of any of these substances. **H. "Fungi" and Bacteria:** (1.) "Property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, growth or spread of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such damage, (2.) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity. **I. "Property Damage" Liability:** This policy does not apply to: (1.) Liability: (a.) For any loss assessment charged against the "tenant" as a member of an association, corporation or community of property owners; (b.) Under any contract or agreement entered into by the "tenant". However, this exclusion does not apply to written contracts: (i.) That exclusively relate to the ownership, maintenance or use of the "residence premises"; and (ii.) Where the contract or agreement was executed by the "tenant" prior to an "occurrence"; **unless excluded in a. above or elsewhere in the policy;** (2.) "Property damage" to property owned by any "tenant". This includes costs or expenses incurred by the "tenant" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location"; (3.) "Property damage" to property rented to, occupied or used by or in the care of the "tenant" other than the "insured location"; (4.) Loss of rental income, rental value or business income.

ADDITIONAL COVERAGES: Insurer will cover the following in addition to the Limits of Liability: **A. Claim Expenses:** Insurer pays: (1.) Expenses Insurer incurs and costs taxed against the "tenant" in any suit Insurer defends; (2.) Premiums on bonds required in a suit Insurer defends, but not for bond amounts more than the Limit of Liability. Insurer need not apply for or furnish any bond; (3.) reasonable expenses incurred by the "tenant" at Insurer's request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting Insurer in the investigation or defense of a claim or suit; and (4.) Interest on the entire judgment which accrues after entry of the judgment and before Insurer pays or tenders, or deposits in court that part of the judgment which does not exceed the Limit of Liability that applies. **B. Replacement Cost Damage To Property:** Unless "Replacement Cost" is specifically indicated in the Declarations, Insurer will only pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage".

LIABILITY CONDITIONS: A. Limit Of Liability: Insurer's total liability for all damages resulting from any one "occurrence" will not be more than \$100,000 or the Limit of Liability shown in the policy. This limit is the same regardless of the number of claims made. All "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence". **B. Severability Of Insurance:** Coverage applies separately to each "residence premises" tenant household. This condition will not increase the Limit of Liability for any one "occurrence". **C. Duties After "Occurrence":** In case of an "occurrence", the "tenant" will perform the following duties that apply. Insurer has no duty to provide coverage under the policy if the "tenant's" failure to comply with the following duties is prejudicial to Insurer. The "tenant" will help Insurer by seeing that these duties are performed: (1.) Give written notice to Insurer or their agent as soon as is practical, which sets forth: (a.) The identity of the policy and the "named insured" shown in the policy; (b.) Reasonably available information on the time, place and circumstances of the "occurrence"; and (c.) Names and addresses of any claimants and witnesses; (2.) Cooperate with Insurer in the investigation, settlement or defense of any claim or suit; (3.) Promptly forward to Insurer every notice, demand, summons or other process relating to the "occurrence"; (4.) At Insurer's request, help them: (a.) To make settlement; (b.) To enforce any right of contribution or indemnity against any person or organization who may be liable to the "tenant"; (c.) With the conduct of suits and attend hearings and trials; and (d.) To secure and give evidence and obtain the attendance of witnesses; (5.) No "tenant" shall, except at their own cost, voluntarily make payment, assume obligation or incur any expense. **D. Suit Against Insurer:** (1.) No action can be brought against Insurer unless there has been full compliance with all of the terms of this policy. (2.) No one will have the right to join Insurer as a party to any action against either the Named Insured or the "tenant". (3.) No action can be brought against Insurer until the obligation of the "tenant" has been determined by final judgment or agreement signed by Insurer.

E. Bankruptcy: Bankruptcy or insolvency of the Named Insured or the "tenant" will not relieve Insurer of their obligations under the policy. **F. Other Insurance:** Coverage under this policy is excess over other valid and collectible "tenant" insurance except insurance written specifically to cover as excess over the Limit of Liability that applies in the policy. **G. Coverage Period:** Coverage under the policy applies only to "property damage" which occurs during a valid Coverage Period. The Coverage Period for each eligible "residence premises" shall commence upon the later of: (1.) the policy Effective Date; or (2.) the inception date of the lease agreement between the "tenant" and the Landlord for utilizing the "residence premises"; or (3.) such later Coverage Effective Date as reported by the Named Insured. The Coverage Period shall cease upon the earlier of: (1.) the policy cancellation or Expiration Date; or (2.) the termination or expiration date of the lease agreement between the "tenant" and the Landlord for utilizing the "residence premises"; or (3.) such earlier Coverage Expiration Date as reported by the Named Insured; or (4.) such other cancellation date as precipitated by non-payment of premium or other valid reasons. **H. Concealment Or Fraud:** Insurer does not provide coverage to a "tenant" who, whether before or after a loss, has: (1.) intentionally concealed or misrepresented any material fact or circumstance; (2.) engaged in fraudulent conduct; or (3.) made false statements; relating to any claim or the insurance coverage provided under the insurance policy.

GENERAL CONDITIONS: A. Tenant is not a Named Insured: The "tenant" is not a Named Insured under the policy. The "tenant" is only an Additional Insured. Further, to qualify as an Additional Insured, all premiums must have been paid for the Coverage Period for such "tenant" and "residence premises". **B. Cancellation:** The Named Insured or the Insurer may cancel the policy at any time. Upon cancellation, all coverage shall immediately cease for all "tenants". Upon termination or expiration of the lease agreement between the Landlord and the "tenant" for use the "residence premises", all coverage under the policy shall immediately cease for such "tenant" without notice to the "tenant". Unearned premium (if any) will be refunded to the Named Insured in accordance with the terms of the policy. In the event of nonpayment of premium for any individual "residence premises", the Insurer may, at their option, deny coverage for such "residence premises" and/or monthly reporting period and the same shall not constitute cancellation of this policy. **C. Named Insured's Duty to Notify Tenants:** Insurer has no duty to notify the "tenant" of cancellation or non-renewal of the policy. The Named Insured shall notify all "tenants" of cancellation or non-renewal of the policy. **D. Assignment:** Assignment of the policy will not be valid unless Insurer gives written consent. **E. Subrogation:** Insurer may require an assignment of rights of recovery for a loss to the extent that payment is made by them. If an assignment is sought, the "tenant" must sign and deliver all related papers and cooperate with the Insurer. **F. Death:** If a "tenant" dies, Insurer shall insure the legal representative of the deceased but only with respect to the "residence premises" of the deceased covered under the policy at the time of death. **G. Waiver Or Change Of Policy Provisions:** A waiver or change of a provision of the policy must be done in writing by Insurer to be valid. Insurer's request for an examination or a request by either party for an appraisal will not waive any of Insurer's rights. **H. Premium Reporting and Remittance:** All premiums are payable by the Named Insured. Coverage for any individual "residence premises" and the occupying "tenants" will not be effective unless Insurer receives the Reporting Schedule and the appropriate premium has been paid for such "residence premises". Coverage may not be backdated prior to the later of the first day of the current Reporting Month or the inception date of the lease agreement without Insurer's written approval. Failure by the Named Insured to report a "residence premises" shall be evidence that the Named Insured has waived coverage for such "residence premises" and occupying "tenants". Nonpayment of premium for any individual "residence premises" shall be evidence that the Named Insured has waived coverage for such "residence premises". If subsequent payment is tendered, Insurer shall have the right but not the obligation to accept payment and extend coverage for such "residence premises". If the "tenant" obtains other satisfactory insurance in compliance with the terms of the lease agreement, coverage for the residence premises shall be automatically cancelled to such date with a return of any unearned premium.

NOT RENTERS INSURANCE: The insurance policy obtained by the Named Insured is not "tenant" renter's insurance. It does NOT provide coverage for the tenant's personal property (contents), "bodily injury or "property damage" liability.

REPORTING A CLAIM: Claims or incidents giving rise to a claim shall be reported to the Insurer at the address shown on the first page of this document.