

Resident Policies and Procedures

Ashley Park Apartments

(0374)

6901 Marlowe Road, Richmond, VA 23225

(804) 272-4499

Professionally Managed by:



MSC

Management Services Corporation

Real Property Managers, Developers and Brokers

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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 our 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

Leasing Office:	Monday-Friday: 9:30 a.m. to 5:30 p.m. Saturday: 10:00 a.m. to 4:00 p.m. Sunday: Closed
Fitness Center:	Open Daily 10:00 a.m. to 8:00 PM
Clubhouse & Business Center:	Open During Office Hours
Pool:	Open Daily 10:00 a.m. to 8:00 PM Memorial Day – Labor Day
Leasing Office:	Phone: (804) 272-4499 Email: ashleypark@msc-rents.com Website: www.ashleyparkliving.com https://0374.mriresidentconnect.com
Maintenance After-Hour Emergencies:	(804) 272-4499; Then press 2
Fire, Police, and Medical Emergency:	911
Non-Emergency Police:	(804) 646-0400
Dominion VA Power Electric:	(888) 667-3000
Xfinity/Comcast:	(855) 638-2855

ASHLEY PARK RESIDENT CONNECT PORTAL

The resident portal effectively extends Ashley Park’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: https://0374.mriresidentconnect.com
Step 2:	Navigate to the link provided and click Create Account
Step 3:	Populate the shown fields with your email address, last name, and date of birth 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 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 after the 5th day of each month. Please refer to your lease agreement or contact the office with any questions regarding late fees. 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, resident will only be permitted to pay in certified funds for the remainder of their tenancy.

If your lease commencement date is within the last five days of the month, the prorated rent for the month you are moving in and the upcoming months’ rent, is due on the lease commencement date.

Additionally, your initial payment, if made at move-in, must be remitted in certified funds. Payments made at least one week in advance of move-in, may be submitted online.

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 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.

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 must be connected in your name from the day the Lease begins and must remain connected throughout the lease period to avoid damage to the apartment and appliances. You need to plan for this in advance of your lease start date by contacting Dominion Energy. Any electric service that is not covered under your service account during the lease term, will be billed to you by Ashley Park to recover our costs for the services, including connection fees. An administrative fee of \$50 per bill, to cover the cost of processing, will also be added.

Telephone and cable lines inside the apartment are neither maintained nor altered by Ashley Park. Contact your provider for any questions or problems. **Alterations or additions such as phone jacks may be installed only with your property manager's approval.**

Water and Sewer will be billed by a ratio utility billing formula (RUBS), defined as "50% Square Footage, 50% Straight Occupants", which means the total utility bill for the property is split into two equal halves, which are then allocated to residents based on different metrics.

This hybrid approach balances the cost of maintaining the unit's space with the actual consumption of the people living there.

The 50/50 Breakdown Formula

1. The first 50% (square footage – "SF"):
 - a. This half of the bill represents fixed costs like heating, cooling, or lighting common areas.
 - b. It is allocated based on the size of the unit compared to the building square footage.
 - c. Calculation: $(\text{Unit SF} / \text{Total Property SF}) \times (\text{Total Bill} \times 0.50)$
2. The second 50% (Occupants – "Occ"):
 - a. This half represents variable usage based on human activity, such as water usage, laundry, and dishwasher usage.
 - b. It is allocated based on the number of people in the unit compared to the total number of people in the building.
 - c. Calculation: $(\text{Unit Occupants} / \text{Total Property Occupants}) \times (\text{Total bill} \times 0.50)$

Final Resident Bill = (50% SF Share) + (50% Occupant Share)

Example Scenario:

If the total water bill for a building is \$1,000, and a unit has 2 occupants and represents 10% of the total square footage.

- SF Portion: $500 \times 10\% = \$50$
- Occupant Portion: $500 \times (\text{say, } 5\% \text{ of total people}) = \25
- Total Bill: $\$50 + \$25 = \$75$

Internet: Resident agrees to pay an internet 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

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 for 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. Submit maintenance requests in your resident portal 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 any laundry card 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 23 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 of \$15.50 per month per adult, if unmarried/unrelated. 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. We

strongly urge you to obtain your own renter's insurance in order to protect you and your household and your guests or invitees from any losses to personal property and /or to personal injury proximately caused by any occurrences or incidents such as the ones listed herein, which such list is not exclusive. In addition, we urge all Tenants, and in particular those residing in property located in a special flood hazard area such as coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. Consequently, you are advised to contact the Federal Emergency Management Agency (FEMA) or visit the websites for FEMA's National Flood Insurance Program or to contact the Virginia Department of Conservation and Recreation's Flood Risk Information System to obtain information regarding whether the subject property is located within a special flood hazard area.

Your Services

MAIL DELIVERY

Mailboxes are located to the left of the leasing office front door. Mailbox numbers are specially coded – please see the leasing office for your apartment's mailbox number.

PACKAGE ACCEPTANCE

Ashley Park leasing office does not accept packages in office. Packages will either delivered to your mailbox or package locker, delivered directly to your door, or at the post office for your pickup. We also do not accept any responsibility or liability for any packages, including perishable items or lost or damaged items.

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 72 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 completed at the expense of the resident.

LOCK OUTS

During business hours, a key may be obtained from the rental office. Keys that are borrowed during office hours must be returned within thirty (30) minutes or by the close of business that day, whichever comes first, or you agree to allow Landlord to re-key the lock. You agree to pay for the cost of the labor and materials to re-key the lock.

After business hours, you will need to call a locksmith to gain access to your apartment at your expense. Management will not be available to unlock apartment doors after hours.

Only residents on the lease may obtain a key and must provide positive identification. Attempting to gain entry by other means is prohibited.

On or before the expiration date of your lease, all copies of the keys to the premises must be returned to the offices of Ashley Park Apartments, Richmond, Virginia. Failure to do so will result in a charge to you to replace or re-key all locks.

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 or submitted online through your 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, they can also be dangerous to our technicians if they still need to clear your drain line.

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 you 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.

We are also pleased to provide our residents with 24-hour Emergency Service that can be reached at the Emergency Maintenance number listed on page 4 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
- After hours lock outs

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

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. In order 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 pedestrians. A 10 MPH speed

limit is observed throughout the property.

Please keep our community beautiful and do not litter. All trash should be taken to the trash dumpster and disposed of properly. Do not place garbage bags, newspaper, etc. outside your door, on your patio or balcony, or on your front stoop. Please do not set trash outside of the dumpster on the ground. Please dispose of cigarette butts properly and do not discard them on the grounds or in flower beds. The charge for trash removal is \$50.00 per bag of trash, we remove and dispose of, per apartment.

Please keep our community beautiful and do not litter. All trash should be taken to the compactor located across from the leasing office and disposed of properly by placing trash in the green compactor door.

If any trash is found outside of the compactor identified to be yours anywhere on the property, including the patio, balcony, and front stoop, we will contact you and your rental account will be automatically charged per bag plus labor, not to exceed \$75 per bag.

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.

Do not dispose of furniture, boxes, moving debris, cardboard, clothing, etc. in the trash compactor. All items other than household trash should be disposed of at the County Landfill or other facility at the expense of and responsibility of the resident. You might also consider donating items to the Salvation Army or other such charity organization, or selling items to second-hand or used furniture business.

Richmond Southside Transfer Station: 3520 North Hopkins Rd, Richmond, VA 23224

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

PARKING

Parking at Ashley Park is available on a first-come, first-serve basis, and cannot be guaranteed a space. Residents are allowed to park one vehicle against their building entrance (front or rear of building). Residents are responsible for their guests at all times.

In order to protect all residents, towing is unfortunately necessary to keep fire and traffic lanes clear. Parking is prohibited in front of the trash compactor and where posted Handicap accessible spots are reserved for those with a DMV permit. **Any vehicle parked illegally, or without permit, even with a sticker, can be towed at any time without notice at the vehicle owner's expense.** Cars parked in the fire lanes or other "no parking areas" will be towed at the vehicle owner's expense.

Any vehicle that is in an unsightly state of disrepair, has flat tires, is jacked up on supports, is inoperable or lacks proper state licensing may not remain on the property for more than 72 hours. Any vehicles violating this rule are subject to towing at the owner's expense without warning. We ask that you do not wash or repair your vehicles in the parking area.

No trailers, recreational vehicles, boats, or any motorized vehicle may be stored on premises without prior consent from the property manager.

Motorcycles and bicycles should not be stored improperly on the property. At no time can they be stored inside your apartment, on your balcony, on the apartment landings or attached to a railing of any part of the building. The City and State Fire Codes prohibit the placing of bicycles, motorcycles and trash at entrances or on steps or landings of buildings. Mopeds and motorcycles are prohibited inside apartments. Please use the bicycle racks that we have provided for storage of your bicycles. Please keep mopeds and motorcycles within a single parking space in the parking lot.

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 swimming pool is open seasonally, each day from 10:00 a.m. to 8:00 p.m. Residents will access the pool using the key code assigned at move-in.
- In an effort to allow all of our residents to enjoy the pool, the pool is for residents only. No guests allowed.
- Please help keep the pool area clean by placing trash in the receptacles provided. Do not extinguish or leave cigarette butts on the deck of the pool.
- No one will be permitted in the Clubhouse, Leasing Office, or Exercise Room (other than to use the restroom) in wet bathing suits. Shirts and shoes are required inside the Clubhouse and Leasing Office.
- **Anyone in the pool area after closing will be considered trespassing and will be treated as such. Violators will be prosecuted and pool privileges will be revoked.**
- The management assumes no responsibility for articles left at the pool area.
- **THERE WILL BE NO LIFEGUARD ON DUTY.** All persons using the pool or clubhouse do so at THEIR OWN RISK. Ashley Park management accepts no responsibility for any loss or damage of life, limb, or property. In the instance of Ashley Park property damage, resident will be responsible for the damage caused by themselves or by guests.
- **NO DIVING, RUNNING JUMPING, HORSEPLAY OR PROPERTY OF ANY TYPE WILL BE ALLOWED** in the pool area. Loud music, profane and /or abusive language will not be tolerated and may result in the loss of the resident's pool pass. Ashley Park management will determine the period

of revocation for a time up to lease expiration.

- NO FLOATING DEVICES other than life preservers or “water rings” are allowed in the pool area. NO BIKES, SKATEBOARDS, ROLLER SKATES OR ROLLER BLADES, ETC. will be permitted inside the pool area at all times.
- NO PETS are allowed in the swimming pool or pool area.
- Glass containers or alcoholic beverages are not allowed at the pool.
- PROPER SWIMMING ATTIRE must be worn by all persons at all times.
- Never swim alone. For safety, it is recommended that persons who are non-swimmers be accompanied by a proficient swimmer who has the ability to supervise responsibly.

MANAGEMENT RIGHTS:

- The management reserves the right to close the pool at its discretion in consideration of the health and safety of the residents.
- The management has the authority to deny, and ban, use of the pool to any person failing to comply with these rules and regulations.

THESE RULES AND REGULATIONS ARE DESIGNED FOR THE SAFETY OF EVERYONE WHO USES THE POOL AND THE POOL AREA. PLEASE HAVE A SAFE AND ENJOYABLE TIME!

BUSINESS CENTER AND CLUBHOUSE

As a resident, you are entitled to FREE, unlimited use of the Ashley Park Clubhouse and amenities. The Clubhouse includes: business center and fitness center, and a lounge with full kitchen. WI-FI is available in the clubhouse by selecting “Ashley Park Clubhouse”. The password to the wifi is “Guest23225”. Please bring your own paper when using the business center. Our business center can be a popular amenity. For this reason, we have a limit of 15 minutes on the computers if other residents are waiting to use them.

Ashley Park exterior amenities include: swimming pool with sundeck, grilling station, tennis court, fishing pond, and dog park.

All of these amenities and clubhouse facilities are for the use of residents only.

Furthermore, the resident acknowledges that the key code is provided solely for the use of the authorized leaseholders of his/her leased premises. Resident agrees not to provide the key code to other residents or non-residents. The resident acknowledges having reviewed and signed the specific policies of the clubhouse facilities. Management reserves the right to deny access to the facility should the resident violate any of these policies.

FITNESS CENTER

The Fitness Center is conveniently located in the clubhouse at the rear of the building with an exterior access door as well.

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 you. Guests are not permitted in 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. Ashley Park 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.

THANK YOU for adhering to these policies. Have a great workout!

Release of Liability for the Fitness Center:

The Resident (“Participant”) agrees that the following terms and conditions shall apply to their use of any exercise equipment and any areas designated for exercise (“Fitness Center”) by Ashley Park Apartments, DSP Ashley Park LLC (“Owner”) at 6901 Marlowe Road Richmond, VA 23225.

1. Participant has received a copy of the Fitness Center Rules for Ashley Park Apartments and agrees to fully comply with these conditions. Participants acknowledge their responsibility to inform the management of any known violators of these conditions.
2. Participant understands that the use of the Fitness Center is at their own risk and that no attendants or supervision of any kind will be provided.
3. Participant agrees 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 of any action arising out of or in any manner relating to any personal property damage, death, injury or loss suffered from or sustained by Participant, other than from Owner’s or Owner’s representatives gross negligence of willful misconduct. Participant expressly acknowledges and agrees that the forging release, hold harmless, and indemnification includes but is not limited to such claims, demands, costs, expenses, and causes of action arising from or relating to the negligence of Owner’s representatives.

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 home, including installation of satellite dishes. Satellite dishes are strictly prohibited. **Installation of a satellite dish will be**

considered a serious breach of lease and will be handled accordingly.

Please keep all entries, patios, balconies, decks, and breezeways clean and free of trash or debris, and kept neat and orderly at all times. Conventional patio furniture and plants are allowed on the balcony. Unsightly furniture, kegs, trash, laundry, towels, blankets, clothes etc., are not to be stored on the balcony or left in the breezeways or property common areas. Railings on landings, balconies and porches must never be climbed over or loosened by anyone.

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 balconies or within 15 feet from the exterior of a building. Therefore, we cannot permit the use of grills on the patios or balconies.** There are grilling stations located throughout the community for your use as well as an outdoor grilling area at the pool. Please clean up the area when finished grilling so all our residents can enjoy this amenity.

Broken windows will be replaced immediately by maintenance. If the breakage is due to abuse, neglect or carelessness on the part of the residents or their guests, the resident is billed for the replacement. If screens are torn or pulled from the building, residents are charged for the cost of repair or replacement. Do not enter the apartment through the screened windows and sliding glass doors. Damaged screens look like easy access to your apartment to people driving or walking by. Please report this promptly so necessary replacements can be made.

In addition, you are responsible for any damage caused to any area of the entire Ashley Park Premises whether the damage is caused by yourself, a guest that is invited or uninvited by you.

Flying any type of drone in the community is prohibited.

INTERIOR

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

GARBAGE DISPOSAL- the on/off switch for your garbage disposal is located on the bar 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:

- Expandable 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 submit a maintenance request.

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.

GFCI RECEPTACLE -If the power goes out in one of your bathrooms, check the outlet in your bathroom 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 entrance hallway. 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 in an attempt 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.

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 apartment.

There is a noise ordinance in Richmond. We will provide a copy of the Richmond Noise Ordinance upon request. Please contact the local police if you are experiencing a serious problem after hours. Also notify management the following business day with the apartment number of the offending resident and the details surrounding the complaint. Please be advised that repeated noise complaints may result in warnings and possibly eviction, should the problem continue.

Please contact the Richmond Police Department at their non-emergency phone number to if you are experiencing a noise issue.

WINDOWS- All window coverings must have a light background when viewed from outside of your apartment. Covering windows with flags, sheets, multi-colored draperies, lights, signs, antennas is not permitted.

PAINTING and DÉCOR- We want your home to reflect your style! However, you may not paint your walls. If you do, this may result in additional charges upon your 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.

FLOORING- If your apartment has plank floors, please note that area rugs protect the flooring, but it also reduces noise.

ATTICS- If your apartment contains an attic access, absolutely nothing is to be stored in the attic. Attics are for access by Management only.

PATIO/BALCONY- The Virginia State Fire Prevention Code prohibits open flames within 15 feet from the exterior or 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.

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

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 baby wipes, or any foreign object down drains. There will 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.

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 bath mat 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. If your tub has been refinished, please refer to the instructions for maintaining Refinished Surfaces that will be provided.

Care of Refinished Bathtub, Shower Wall or Counter Top Guidelines

Refinished bathtub, wall and/or counter top cannot be used for 24 HOURS to allow completion of the drying process.



- Clean surface regularly
- Use non-abrasive cleaners such as Bon Ami, Lysol, Liquid Comet, Ivory, Dishwashing Liquid
- Report faucet leaks immediately
- Report bubbling, cracking, other issues/repairs immediately
- Keep hair dyes, cosmetics, perfumes away from surfaces



- Use abrasive cleaners such as Lime Away, Soft Scrub, Ajax, Comet or anything that contains bleach.
- Use abrasive scrubbing or scouring pads.
- Drop sharp or heavy objects on the finish.
- Use bathmats, traction strips or suction cups.
- Use drain cleaners or tile grout cleaners.

These guidelines are provided to help you maintain your refinished surface and prevent damages or voiding the warranties. Please note that damages caused by neglect or failure to adhere to these guidelines will result in charges to your rental account for any necessary repairs.

Please contact the Maintenance Department at 703-361-5779 if you have any questions about your refinished surfaces, or to report leaks or problems.

UTILITY CLOSETS- Your Hot Water Heater, and Heating, Venting and Air Conditioning (HVAC) system are located in your utility closet. County Ordinances prohibit the use of this closet as a storage room as the storage of personal belongings in this area is a fire hazard. We will not be responsible for any damage to articles stored in the closet. Storage around your HVAC system reduced the efficiency of the heat or air conditioning. If personal belongings are stored in the utility closet, we will remove the items and bill you for the labor. You could be held responsible in the event of damage from a fire caused by storage in this room.

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

WASHER/DRYER- Your apartment may be equipped with a washing machine and dryer that 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.

If your apartment is not equipped with a washing machine and dryer, you will be given access to the onsite laundry facility (located to the right of the kitchen in our clubhouse lounge) and a laundry card. The laundry card must be pre-loaded with funds before use. Replacement of a lost laundry card will result in a \$20 charge to your resident portal. Contact the leasing office if you have any questions.

SMOKE DETECTORS- You are responsible for maintaining your smoke detector during your occupancy of the premises. Smoke detector alarms are installed to give you early warning of dangerous smoke. Your smoke alarm is hard wired and equipped with a back-up battery. If a back-up battery should fail during your occupancy, please notify your property manager immediately.

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 periodically to assure it is working properly. This is for your own safety and that of your neighbors in the unlikely 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. If you have a battery-operated detector, an intermittent beeping means that the battery is running low and you should contact the Ashley Park maintenance for replacement of the battery. We appreciate your cooperation.

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 dead bolt locks on the doors while you are or are not home.
- When answering the door, see who is there 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, always use the main property entrance or commonly used walkways when possible.
- Lock your doors while you are gone.
- Tell other occupants of the apartment/townhome 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 maintenance 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. Thumb Locks are installed on the windows and are screwed onto the window frame preventing the window from opening at your desired height. Please be advised you are responsible for replacing thumb locks should they be removed.

It is the resident's responsibility to notify management of any window problems or if the thumb locks need to be replaced. Please contact the Maintenance 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, mailbox and clubhouse/amenities. By accepting these access devices, you agree to use them only for your personal use and will not allow anyone else to use these devices. You understand that any duplicate keys must be made by management, and that all keys or entry devices issued must be returned at move-out. You cannot change the entry locks or otherwise deny us access to the apartment. If keys or entry devices are not returned or lost, a replacement charge will be assessed for each item. If key or entry device 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 submit this request to the leasing office, in writing. You must inform all person(s) who will be receiving the key 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.
- Do not leave food cooking on stove or in oven 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 an ashtray. 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/townhome 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.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus using flammable or combustible liquid as fuel.

- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Fireplace: Each apartment home has a fireplace located in the living room.
 - Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted.
 - Management will not provide firewood.
 - Ashes must be disposed of in metal containers, after ensuring the ashes are cold.

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 55 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.

Under extremely cold conditions, leave bathroom and the vanity doors open under your sinks so that heat will be sure to reach the pipes when it’s especially cold. By following this advice, you reduce the risk of freezing pipes, which can cause a large water leak in your apartment.

In the event that you turn your water on and no water flows from the faucet please CALL US IMMEDIATELY. This could indicate that your pipes have frozen and a burst is possible.

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. Ashley Park is not responsible for damage to any abandoned vehicles that could not be properly parked due to inclement weather conditions.

As conditions permit, we will strive to clear parking lots and sidewalks of snow and ice; however, please use caution whenever there is inclement weather.

FOR YOUR SAFETY WE RECOMMEND THAT IF YOU CAN, PLEASE STAY AT HOME DURING SNOW OR ICE STORMS.

Keep in mind that even after the roads are clear the melting and run off will continue to freeze at night. These conditions can make the parking lots and sidewalks treacherous late in the evening and early in the morning. Again, we recommend that you not drive during these conditions.

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/townhome.
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 55 degrees and 80 degrees Fahrenheit within your apartment/townhome 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 if there is a washer & dryer in your apartment.
- 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 in order to survive. By controlling these things in your home, you will be making it more difficult for pests to survive.

We understand residents are concerned about the possibility they may bring 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 apartment; however, 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 \$100.

Only ONE of the following breeds are allowed per apartment (Bull Dogs, Pit-bull/Pit Bull Terriers, Staffordshire Terriers, Rottweilers, Doberman Pinschers, Chow Chows, Wolf – hybrids, Alaskan Malamute, Presna Canarios, Cane Corsos.). This includes mixed breeds with one or more of the aforementioned breeds. Venomous reptiles are not allowed. Other caged animals may possibly be approved. Caged animals must remain in a secured cage off of the floor at all times.

The Pet Agreement must be signed and applicable 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

Satellite dishes of any size are prohibited. The installation of a satellite dish will be considered a serious breach of lease.

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 Ashley Park 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.

NAME CHANGES TO THE EXISTING LEASE

Name Deletion. Name deletion is the removal of a person from a lease agreement with the permission of all parties concerned. The remaining resident(s) on the lease must re-qualify under our current criteria, if we originally combined the income of all applicants.

Name Addition. Name addition is the adding of a person(s) to a lease agreement with the permission of all parties concerned. The applicant(s) will follow the current criteria. To qualify for the full rental amount, the new applicant's income will be combined with the current resident's income. Applicants who qualify with combined income will be required to re-qualify in the event that one of the leaseholders wishes to remove themselves from the lease agreement. The current resident will be required to complete a new application, unless they have lived with us for less than 6 months. In the instance that the name addition applicant is processed and "approved with conditions" we will automatically accept the applicant based on the acceptance of the existing residents.

All parties will then sign the Name Change Addendum. There is a \$50 fee applied each time a name change occurs.

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 is an option available to you in the event that you need to end your lease early, a lease takeover.

Because of your personal liability and our obligation to act in accordance with the Fair Housing Laws, no advertisement for lease-takeovers and no agreement to take over a lease are to be done without permission from management.

Resident Request a Lease Takeover

- A lease takeover will be signed when any change in residents is needed.
- A Lease Takeover Agreement must be signed by the original resident and a fee equivalent to \$500 be paid *before* an approved applicant will be allowed to sign the lease addendum & move in. In addition, reimbursement of any concessions received during the current lease will be due.
- The applicant must be approved by our criteria. If an applicant qualifies with a guarantor, a guarantor application and Lease Guaranty must be signed for the new resident.
- The new resident and original resident must sign an addendum to the lease to add the new resident and remove the current resident from the lease. Therefore, the lease terms, monthly rent and

ending date remain the same and in full force.

- The premises must be vacated and prepared for the new resident, unless the new resident agrees to take the premises "As-Is".
- The original resident retains rights to the refundable security deposit, and further, understands that any outstanding balances and/or damage charges will be deducted from the refundable security deposit. Any applicable refund from the refundable security deposit will be sent to the original resident.
- The new resident agrees to pay all new lease fees including but not limited to the application fee, restoration fee and security deposit.
- Rent payment obligations under the terms of the lease remain in force until a new applicant is approved, lease addendum signed, and they take occupancy.
- A takeover request is not a guaranteed replacement for the lease that we do not guarantee we will find someone to takeover.
- Finding a person for the takeover does not include current residents who wish to transfer.
- Resident agrees to bring account balance to \$0 (zero) before name deletion from lease. Any past due monies are due and payable before the effective date of name deletion.

Adding or Removing Leaseholders

- Name deletion is removing a person from a lease agreement with the permission of all parties to the lease agreement and with the Property Manager's approval. All persons on the Lease Agreement must sign an addendum to the lease agreement.
- Name addition is adding a person to a lease agreement with the permission of all parties to the lease agreement and with the Property Manager's approval. All persons on the Lease Agreement must sign an addendum to the lease agreement.
- Please contact the office for additional information and details.
- **There is a \$50 fee applied each time a name change occurs.**

TRANSFER WITHIN COMMUNITY

Transfers within the property during an active lease/lease term will be considered under certain circumstances.

- A transfer will be done (provided there are available apartments) in any situation in which the resident wants to move from one premises to another, during an active lease / lease term, whether within the same apartment or to an entirely new apartment in Ashley Park. Transfer approval is at the discretion of management. Transfer between the two or three bedrooms with the four bedrooms is prohibited.
 - If resident fulfills their current lease / lease term, they may simply sign a new lease for a different room/apartment.
- A new lease agreement must be signed. The new lease agreement will reflect current market rate pricing. The original contract will be voided.
- A transfer is not an available option into a premise that is currently under a lease by another person who is looking for a lease takeover or sublet.
- **A transfer fee equivalent to \$500, plus a new refundable security deposit and reimbursement of any concessions received during the current lease, will be due at the time the transfer is requested. We will not require a new pet fee, if applicable, new restoration fee, or another application fee.**
 - The original refundable security deposit will be returned, minus any balances due, and/or charges for repairs and cleaning, within 30-45 days of lease end date.

OCCUPANCY GUIDELINES

One Bedroom – Maximum 2 people
Two Bedroom – Maximum 4 people
Three Bedroom – Maximum 6 people

The above referenced Occupancy Standard will always remain in effect and is a reflection of the VRLTA or Virginia Residential and Landlord Tenant Act. With regard to an “infant,” the infant shall not be counted in the total number of persons to be occupying the subject apartment unit. As used in the Rental Criteria, “infant” shall be defined as and shall include any child up to the age of twenty-four (24) months.

OVERNIGHT GUEST(S)

Any guest(s) staying longer than 48 hours must be registered with the office and consent obtained by all co- residents in your apartment. No guest(s) will be permitted to stay more than three (3) consecutive nights within a ten (10) day period or fifteen (15) total days in a sixty (60) day period. Any resident found in violation of this policy or found with an illegal or unauthorized occupant will be considered in default under section 21 of the Lease Agreement.

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.

RENTPLUS FINANCIAL SUITE

The RentPlus service is a credit reporting and financial tool provided by Simplified Business Group, LLC, doing business as Rent Dynamics (“Rent Dynamics”), to report Resident’s rent and/or utility payments due under the Rental Agreement to one or more consumer reporting agencies (e.g., Equifax, TransUnion, or Experian). RentPlus is an amenity provided by the property, and by signing this addendum, Resident will be enrolled.

After enrolling in RentPlus, Resident may cancel the RentPlus service at any time, for any reason. Enrollment in Rent Reporting is entirely optional and is not a condition of your Rental Agreement. Resident may cancel by sending written notice of termination to Rent Dynamics at 4205 Chapel Ridge Road, Lehi, Utah 84043 – Attn RentPlus Service Charge or contacting Rent Dynamics directly at support@rentplus.com. Resident(s) must cancel no later than ten (10) days before the end of the month to avoid being charged for a subsequent month.

For more information about the RentPlus service, please refer to the FAQs located at <https://www.rentplus.com/faq/> or contact Rent Dynamics at support@rentplus.com.

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. You must provide a forwarding address at move-out for receipt of the security deposit. We expect the apartment 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 damages reported at move-in. Management reserves the right to assess the quality of the work you have done or contracted professionally at move out; and deductions may occur as a result of poor cleaning or other work performed by the resident. 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 until your lease ends.

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 residents, 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.

Examples of other deductions for repairs include, but are not limited to:

1. Holes in walls in excess of normal wear and tear, including, but not limited to, damage resulting from adhesives, nail holes, masking tape, hooks etc.
2. Missing or damaged screens
3. Damage to doors and windows
4. Carpet/flooring stains, rips, burns and tears or replacement

You are responsible for any damages to the apartment not reported at move-in. Please review carefully, your condition report, that is given to you upon move-in. This list may itemize permanent defects in the apartment, which will not be repaired or considered your responsibility at move-out. When you move in, you are also given the opportunity to add to this list as part of your permanent file.

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 damages in the apartment.

CLEANING

Within 24 hours of moving into the apartment, Ashley Park recommends that you inspect your apartment to ensure 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 non-refundable 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.

ACCESS CARDS AND KEYS

On the day the lease expires, all keys, including door locks, mailbox, and laundry card(s), must be returned to the Ashley Park Leasing Office at 6901 Marlowe Road Richmond, VA 23225 by 12:00 noon.

Before the moving day arrives, remember to notify the following:

- Ashley Park Management office of forwarding address
- Post Office for mail forwarding
- All magazine and newspaper publishers
- Insurance company
- Utility providers
- Bank
- Employer

Each Resident, upon returning his or her keys, relinquishes all rights and privileges granted under the Lease and returns possession to the Landlord for any and all purposes. These rights include but are not limited to parking, use of the swimming pool and clubhouse, and right of entry into the apartment. The landlord may assume that the condition of the apartment at that time is the condition in which the Resident intended to leave it. In the event that all keys have not been returned by Noon of the Lease termination date, and the apartment has been vacated, possession of the premises will return to the Landlord, and charges for replacing the keys will become the residents' responsibility.

No right of storage is given to residents after the lease agreement ends and Landlord has no duty to protect the Resident's possessions against loss. Residents will be charged for all costs to remove or dispose of abandoned trash and/or property once the lease has ended. Any abandoned property will be handled in accordance with the Virginia Residential Landlord and Tenant Act, Section 55.1-1254. Please see your property manager for more specific details of this procedure.

The Legalese

POOL USAGE

Please note that by obtaining a pool pass and entering the pool area, you and your guests agree that for and inconsideration of the use of the community pool and the surrounding pool area, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Resident, does hereby:

Covenant and agree that he/she will release and will indemnify and will hold harmless The Landlord, 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 community 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.

Resident further understands and agrees that pool attendants may not be present during all hours of operation of the pool, and that, at all times, use of the pool and the pool area is **AT YOUR OWN RISK**. Furthermore, Resident understands and acknowledges 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. Resident understands 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 responsibility of Resident or of the individual using the pool or the pool area.

FITNESS CENTER

Your usage of the Ashley Park Fitness Center constitutes your agreement with the following terms and conditions of the exercise equipment and any other areas designated for exercise by Ashley Park 6901 Marlowe Road Richmond, VA 23225.

As a resident, you understand that you will comply with the guidelines contained in the Ashley Park 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.

Ashley Park Apartments was constructed after 1981.

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 Ashley Park 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.