

Brown Heights Properties

Bill Brown & Son Apartments

Office Hours: Monday-Friday

10:00am-12:00pm and 1:00pm-5:00pm

(828) 264-1713

RULES AND REGULATIONS

Revised 2019

***The following forms are part of your leasing contract. By signing the last page you are agreeing to all terms and policies listed. Failure to comply with the terms and policies listed below will put you in violation of your leasing contract.*

1. RENT: Your rent is due on the first of the month. Our Company prefers that rent be paid in the form of a check or online through the tenant portal. We do not accept any cards. We recommend that all tenants have a checking account for this reason. For your convenience, payments may be placed in the “rent drop” slot located in our office door *when our office is closed*. **DO NOT** put cash rent in the drop box. Please write your apartment number at the bottom left corner of your check. Separate checks will be accepted in accordance with your lease. There will be a \$15 fee for all past due rent and an additional \$25 fee for all returned checks.

2. REPAIRS: We have our own maintenance personnel. Do not do any repairs such as changing or adding locks on doors, patching or painting walls or doors, do not attempt to repair an appliance, light fixture or anything electrical including baseboard heaters or water heaters or anything else without written permission from the office (also see our section on walls). Do not call an outside repair service for your repair if you do so you will be responsible for payment of the bill. Tenants are not to withhold payment of rent due to needed repairs. Tenants agree to give Management or an outside repair company (hired by management) a reasonable amount of time to get the repair completed.

You agree to keep the dwelling unit, common areas, parking lots, grounds and property in as good a condition as you found them when you moved in (reasonable wear and tear accepted).

Tenants are required to report in writing any damage, breakage or needed repairs to Management As Soon As Possible. Failure to immediately report needed repairs can result in a \$50.00 to \$100.00 negligence fee (you will also be charged for any damages that are a result of letting a repair go unreported) at management’s discretion. You can report repairs in person or by e-mail. Please personally call in the case of any emergencies. If using email, check to make sure that you have gotten an email reply from management letting you know we have received your request. By contacting our office immediately this will help to alleviate the problem before it gets worse. If something still isn’t working quite right after it has been fixed, please call, e-mail or come by the office again and let us know, so another work request form can be written up and the repair can be completed.

Please be aware that management will not pay for any utility bills. If you have a problem with any of these call your utility company directly. If you have water issues: water leaks, running toilets, dripping pipes/faucets etc. call management immediately. Management will fix the problem, but you are responsible for damages and your water bills.

3. LEASING AGREEMENT: All tenants are required to pay the rental rate for a half month’s rent at the beginning and end of their lease. Tenants understand that they will not receive a full half of a month’s stay in the apartment due to the time that is needed to get the apartment ready for occupancy.

Please initial each page at the bottom

4. NOISE

You shall not make or cause excessive noise, meaning noise which disturbs the peace and quiet of other tenants and neighbors. You are required to be considerate of your neighbors by not playing your stereo, radio, alarm clock, computer, video game or television so loud that they are offensive to your neighbors or landlord. This includes making sure the bass/subwoofer is not too loud or a surround sound system is not played in such a way that it disturbs the neighbors, if repeat warnings are given then you will be required to permanently remove the stereo, subwoofer or surround sound system from your apartment. In addition, you should avoid making noises that annoy the neighbors. Such noises can be caused by: jumping up and down, exercising, table games, singing, bouncing a ball, talking or yelling to loud, etc.

You agree not to conduct, give or permit vocal or instrumental instruction or practice. You are not allowed to play or practice with musical instruments of any kind in your dwelling unit or on the premises. This includes, but is not limited to: horns, drums, electric guitars, pianos, organs, etc.

Remember, your neighbors might want to study, enjoy peace and quiet or sleep even if you do not.

Please remember a lot of tenants go to school and work fulltime. Politely ask neighbors to refrain from being so loud if they are disturbing you. Should excessive noise continue, notify your landlord.

Excessive noise can occur at any time of day or night. Sometimes noise that is not bothersome to neighbors during daytime hours of 9:00 am to 10:00 pm is offensive during nighttime hours of 10:00 pm to 9:00 am. Please be as quiet as possible during the nighttime hours of 10:00 pm to 9:00 am. If you cause excessive noise, you may be fined a **minimum of \$50.00 per occurrence, up to a maximum of \$200.00** per day/per violation, payable to Landlord and you are in violation of your Lease Contract. At the landlord's option, the landlord may terminate the Lease Contract.

You agree that the landlord determines whether noise is excessive or not. By receiving a noise ordinance citation from our local police or sheriff's department you are in a direct violation of this Lease Contract and are subject to the terms/conditions cited above. If the police are called and you do not receive a citation, management may still, at their discretion, issue a fine/notice.

5. VISITORS: We allow occasional visitors only. We have had problems in the past with tenants letting their friends, boyfriends/girlfriends move in, or stay over too often. No one is allowed to move into an apartment or store personal items unless they are listed on the leasing contract and approved by Management. **Each tenant may not have a visitor more than two consecutive days or five total days per month** without written permission from management.

If management finds that a visitor is staying longer than what is permitted the parties named on the Leasing Contract will be subject to paying a **\$100.00** fee to the landlord, per extra person, for each day an unnamed person(s) occupies the dwelling unit. This fee is in addition to the normal monthly rent. Moreover, the original Tenants are in default of the Lease Contract. If visitors become a problem or nuisance, Management has the right to terminate visitor's privileges on our property (inside apartments and on apartment grounds) to anyone at any time. Tenants are responsible for visitors and if tenants or visitors cannot abide by the guidelines defined by the Rules and Regulations or Leasing Contract management has the option to evict tenants. These are also the same guidelines for visitor parking. Please be respectful to your neighbors concerning occasional visitor parking. If it becomes a problem we will revoke visitor parking for you or the entire complex. (Please see VISITOR PARKING RULES for details).

Management does not allow tenants to rent out the apartment or to let someone stay in the apartment when the tenant is not present. No subleasing the apartment without management's written permission. This does not apply to a guest who spends an occasional weekend or night. If you have a guest(s) who wants to stay longer than an occasional night or weekend, please check with the landlord.

Sometimes, special written permission can be granted. The term "guest" includes, but is not limited to, boyfriends, girlfriends, friends, parents, spouses, children or family members.

6. PARTIES AND/OR GATHERINGS

Large parties and/or gatherings in/near the dwelling unit or grounds will not be tolerated. Party guests rarely respect your property or the landlord's property. You are not allowed to have beer kegs at or in the dwelling unit, or on the grounds/premises at any time. The landlord wants you to have a social life and be able to invite a few friends over. However, for noise control and safety reasons such as overloading, insurance and fire safety, the **Landlord limits you to six (6) people over and above the number of tenants in the unit** (this also includes your next door neighbors and other tenants on the property). This refers to the dwelling unit and the grounds around the premises of the property. **THERE WILL BE NO EXCEPTION FOR BIRTHDAY PARTIES!**

Parties or large outside gatherings are prohibited. These are outside/inside parties and/or gatherings where guests and tenants gather in common areas, recreation areas, grounds and parking lots in crowds of varying sizes. If people are going in and out of your dwelling unit while a party or large outdoor gathering is going on, you will be considered one of the tenants responsible for holding the party. If you want to avoid being blamed for the party, do not participate in it. Contact the landlord at the emergency number or call the police when a party/large gathering starts occurring. Alert the landlord to the problem and then stay inside your dwelling unit or lock up and leave the premises. Any tenants in dwelling units who participate in said parties or large inside/outside gatherings are subject to a fine and are in violation of their Leasing Contract.

Do not let gatherings get out of control and become obscene or offensive to your neighbors. Underage drinking, noticeable drunkenness or intoxication will at no time be permitted or tolerated. The landlord has these requirements because of limited parking, safety, dwelling size and disturbance to neighbors.

Please keep all noise and music to a minimum. The Town of Boone considers any noise audible outside of your apartment a violation of the Boone Noise Ordinance Law. This law allows police to fine each tenant. Brown Heights defines excessive noise as anything that disturbs management and/or other tenants. Management is not required to give any warnings. There will be a \$100 fine and possible eviction to each tenant with the first occurrence, and a \$200.00 fine and possible eviction to each tenant with the second occurrence. The third occurrence will result in an immediate eviction. If tenants and their guests act in a respectful manner toward management and their neighbors, are not argumentative, and take full responsibility for their actions and have visitors vacate the premises immediately management may not (at management's discretion) evict for the first notice. However, if tenants have a large number of people or an obnoxiously loud level of noise, management will evict without notice on either the first, second, or third occurrence. Tenants will be held responsible for everyone inside and outside of their apartment that is associated with the disturbance.

7. HORNS /ALARMS AND CAR STEREO

Tenants also agree not to honk car horns or let their ride honk their horn to alert a tenant that they are waiting on him/her. This can disturb other Tenants and neighbors.

Tenants are to turn off the car radios/stereos when entering or on the property. If you have a base system or subwoofer in your car it must be off while on the property. Do not leave your car stereo on and the windows rolled down. Each tenant must inform their guests of all property guidelines.

The tenant agrees that if the horn or alarm in tenant's vehicle, while it is parked, is activated and the tenant is not available to cut it off, that the landlord has the tenant's permission to turn off said horn and/or alarm by whatever means is necessary. This includes disconnecting the vehicle's horn, alarms, and/or battery, by cutting or disconnecting the wires or, if all else fails, having the vehicle towed. Tenant agrees to hold the landlord and/or his agents, including employees and subcontractors or police harmless from any such action, including, if necessary, breaking and entering into said vehicle, for these purposes.

8. PETS or ANIMALS: No pets or animals will be allowed on the property at any time, **INCLUDING VISITING PETS/ANIMALS**. Please tell your parents, relatives, and friends that we do not allow animals inside or outside of our apartments/houses and they should leave them at home when they visit.

Tenants should not animal sit for anyone (not even for two minutes). Management will fine, without notice, if we find food, bowls, toys or any animal supplies, or animals inside or on your decks. Unfortunately, this policy includes strays, do not give them food or water. We will fine \$100 for the first occurrence, \$200 for the second occurrence, and if the animal is not removed immediately, you will be evicted. In addition you must pay for all flea sprays in your unit and adjoining units in your building, if necessary. You will be considered to have an animal and be in violation of your Lease Contract if you feed or house visiting or stray animals. You must be aware that when an animal lives or visits a dwelling unit, it will often leave an odor or stain in the carpet/flooring that cannot be removed without replacing the carpet, padding or flooring. If this happens, then you are responsible for the cost of replacing the carpet, padding or flooring in the dwelling unit, plus the cost of repairing and replacing anything else damaged by the pet/animal such as the replacement of floorboards, door facings, furniture etc. (In the event of a stray animal, call the Animal Control at 262-1672 or the Humane Society at 264-7865).

9. PLUMBING: Our drain lines are very small and unable to dispose of cardboard or plastic tampon applicators, pads, wrappers, cotton balls, Q-tips, paper towels and all other non-flushable items. There will be a charge for cleaning such products from commodes. Please do not use any liquid drain cleaners in your toilet. If your toilets run or if the water overflows, the water cut off valve is under the tank of the toilet. You will need to purchase a plunger for overflowing or stopped up toilets. If the plunger does not unclog the drain you should call the office immediately. **Tenants are required to clean up overflowing toilet mess immediately. This includes water.**

Please check your water heater from time to time. If you notice it leaking or if the pan located under the heater has water in it, you will need to contact the office during business hours (Monday-Friday). For after hours, use the emergency phone numbers. If your water heater is leaking severely, the cut-off valve is located on the wall above the water heater **ONLY FOR MAJOR LEAKS AND EMERGENCIES**. Please locate all cut-off valves upon moving in. Leaking pipes, faucets, toilets or continuously running toilets should be reported to the landlord as soon as possible and tenants need to wipe up water immediately. **Under no conditions are you allowed to pour oil or grease into the sinks, other plumbing fixtures or outside of your apartments.**

Tenants are required to inform management as soon as possible of all repairs needed. They must also turn off and clean up the water on floors, inside cabinets, etc. Any tenant that does not follow these guidelines will be fined or charged for the damage that has occurred due to his/her negligence.

10. FROZEN PIPES: To maintain your pipes during the cold season, follow your local weather channel guides for freezing temperatures. It is the tenant's responsibility to ensure that your pipes do not freeze and burst. To avoid this, do not turn off the switch to your fuse box labeled heater and hot water heater **UNLESS** you have an emergency situation.

Things you will need to do if the temperature drops below:

- **25 Degrees** - Open your cabinet doors to all sinks.
- **20 Degrees** - Open your cabinet doors to all sinks; let one faucet drip cold water.
- **0 Degrees** -Open your cabinet doors to all sinks; let one faucet drip and one tub drip warm water instead of cold water.

When the cold weather season begins do an immediate inspection and make necessary adjustments of your apartment.

1. Check all baseboards on a regular basis to make sure nothing is close to them that might result in a fire.
2. Remove all items close to heaters. Everything must be at least 1 foot from your heaters: beds, comforters, sheets, dressers, papers, computers, furniture, electric cords, etc. The temperature usually drops much lower during the night so please be prepared. (Again, refer to your local weather channel for forecast). If the pipes do freeze call Landlord as soon as possible.

10. FROZEN PIPES CONTINUED:

Tenants are expected to maintain a heat level of medium/55 degrees and a slow water drip at each faucet during freezing temperatures even when the unit is not occupied. The Tenant will be financially responsible for all damages and repairs in their unit and all damages and repairs to surrounding units if their pipes freeze and burst due to their non-compliance of all preventive maintenance guidelines.

11. BREAKING YOUR LEASE

We like for all tenants to be aware that signing a legally binding contract is very serious and has nothing to do with your ASU schedule or date of graduation. The lease is for 12 to 14 ½ months as stated on your contract, regardless of early graduation, internships, or simply moving out. All tenants agree to pay rent for the dates set when signing the contract.

Please be aware that our company uses the court system and/or a collection agency to collect payment on delinquent accounts. If your name is turned over to a collection agency your credit will be affected for 7 years or until you pay the amount in full. You will not be able to get a credit card, take out a loan, and buy a house, condo, or a car until you pay your account in full. Some employers will not hire you if you have credit score problems.

If our company feels that it is necessary to pursue additional assistance with your account via the court system or a collection agency, tenants agree to pay, in addition to the past-due rent, all court costs plus an additional 40% charge for collection agency fees for the following: non-payment, eviction, or moving out before your leasing contract has run out. (Example: If you owed us \$1,000.00 and we had to use a collection agency, you would then be charged 40% totaling \$1,400.00).

Please read your leasing contract section Tenant will not abandon or vacate the dwelling unit during the term of the Lease Contract. Tenant will be deemed to have abandoned or vacated the dwelling unit if Tenant removes a large portion of or all of their possessions from the dwelling unit, if Tenant is absent from the dwelling unit for seven (7) consecutive days while a rental payment is delinquent, if Tenant has the electric (power) or water turned off.

If you decide to break the leasing contract, Tenant should do the following:

- 1) Notify Landlord in writing as far in advance as possible of the day Tenant plans to move and fill out a request for an early takeover form. This is only good if we actually have someone to take over the apartment and is approved by management.
- 2) Go through the checkout procedure with Landlord.

If Tenant abandons or move's out early, the tenant will still be responsible for all financial obligations until the original leasing dates have ended. Management will pursue legal action if needed. If tenant does not move in or moves out for any reason before the ending date stated on the original contract, the tenant agrees to forfeit his or her security deposit to management to be used as a-rental fee. If tenant does not actually move in, he/she agrees to pay the rent on the apartment/house until it is rented back.

12. END OF LEASE MOVE-OUT AGREEMENT

Anyone that has not moved themselves and all their possessions out of the apartment by 8:00am on the move-out date stated on their leasing contract will be charged \$100.00 per day or half day, per-tenant. If the tenant is still not out by the time that the new tenant is scheduled to move in to the apartment they will be charged for all expenses including but not limited to rent, lodging and storage for the new tenants until the apartment is ready for them to move in. If the new tenants decide not to take the apartment because they cannot move in on time then the old tenant will pay for the entire balance for the loss of rent on the apartment until it is rented back.

13. PARENTAL GUARANTEE FORMS: Everyone that rents from our property is required to have a parental guarantor or co-signer. This form will be part of the leasing contract and rules and regulation.

14. LIST OF POSSIBLE VIOLATIONS TO AVOID:

ADHESIVE/ HOOKS: Tenants are not to use any adhesive or sticky products of any kind on our property. Do not use hooks of any kind on the doors, walls, appliances or any surface inside or outside of the apartment.

AIR CONDITIONER: Do not install or have installed any window air conditioners without the landlord's written permission. We would like to give you tips on how to avoid damages during installation.

BUSINESSES: Please do not run businesses out of your rental unit such as, day care centers, baby-sitting or anything that causes extra traffic or is a safety or noise issue.

CHALKING: No chalking allowed. This includes messages, art, games, or creative uses of chalk scrawled, written, or drawn in chalk on sidewalks, parking lots, roadways, and buildings.

CIGARETTE BUTTS: Do not throw Cigarette butts outside. You will be charged a \$50 fee and/or be evicted for flicking or throwing cigarette butts off your deck, in the yard, or in the parking lots, this can cause a fire and is an eyesore to our property. This creates unnecessary and time consuming work for our maintenance staff.

CLIMBING: Climbing is prohibited on the roofs, trees, railings, decks/porches or buildings, etc.

COUNTERTOPS: Do not cut or place anything hot (pans or cigarettes, etc.) directly on the counter tops or sinks. Do not open bottles on edges of the counter tops. Cutting boards and hot pads are required.

DARTBOARDS: No dartboards, including magnetic.

DECKS / BALCONIES AND WALKWAYS: Balconies, decks, porches or walkways are not to be used to dry or air clothes, rugs, and mops. No clothes lines. No garbage, compost, boxes etc. is to be placed in these areas. Do not store chairs, bikes or anything else on your front porches. Recycling bins must be kept inside the dwelling unit. Sitting on the railings is prohibited for safety reasons.

DISHWASHER: Only use automatic dishwasher detergent in your dishwasher. Any other soap will clog the filter and cause water and soap to flow onto the floor. It is the tenant's responsibility to clean up water ASAP to prevent damage to their unit or others. A fee will be charged to repair or replace any appliances that are damaged due to improper use.

DOORS: Do not remove or use nails, tacks, screws or anything adhesive on your doors. Do not pry open.

DOOR LOCKS/GETTING LOCKED OUT: Do not change locks. Management will unlock your door for free up to two times. After two times, there will be a charge of \$30.00 per occurrence. Moreover, management will unlock doors between the hours of 9:00am until 12:00am (midnight). If needed at any other time, tenants will need to make arrangements to stay somewhere else for the night.

DUMPSTERS: Furniture and Christmas trees are strictly prohibited in or around the dumpster. All trash must be put inside the dumpster, and not on the ground around it. There are to be no boxes unless they are crushed or other large items put inside or around the outside of the dumpsters.

Duck Tape: Tape is not to be used on any surface or property that belongs to management.

FIRE: No fires or bonfires of any kind outside or inside. Do not store in the dwelling unit or any storage area, any material of any kind or description that is considered hazardous (no gas, oil or propane etc.). No gas cans.

FIREWORKS: No fireworks of any kind are allowed including firecrackers, sparklers, smoke bombs, bottle rockets, etc.

FURNITURE: Do not remove glass from dressers or nightstands. It is placed there for protection of the furniture. It is cheaper to replace a piece of glass than to replace a dresser or nightstand. All tenants should know that management will not store or switch out any furniture. Our furniture may not be taken outside or left on the decks, grass, or in the parking lot. We do not recommend removing our furniture from the apartment, but if necessary, tenants are responsible for storing in a clean, dry area. Tenants will be charged for any damage to the furniture.

GRAFFITI: No graffiti allowed. Anyone found defacing property will be charged with destruction of property and/or the violation of any other applicable law.

GRILLS: No outdoor grills, including, charcoal grills, gas grills, Coleman stoves, fire pits or any other open flame cooking devices are to be used or stored on decks, walkways or inside the unit at any time. Tenants agree that all items are subject to confiscation and disposal by Landlord if left sitting on decks, balconies, walkways or parking lot and Tenant releases Landlord of any liability for confiscation and disposal. In the past we have experienced burnt deck boards, melted siding and charcoal residue on the decks and in the parking lot and yard.

14. CONTINUED LIST OF POSSIBLE VIOLATIONS TO AVOID:

GUNS/KNIVES/WEAPONS: Tenant will not discharge, display, have on premises or in any way use in, on or around the dwelling unit and premises, any guns or firearm or weapon of any type. This includes but is not limited to pistols, rifles, BB, pellet or paintball guns, knives, swords, bows, etc. Kitchen and pocket knives are allowed.

ILLEGAL SUBSTANCE: Absolutely no Illegal substance is to be used, made or sold on our property. Tenants found using or making these items will be fined and or evicted immediately. Anyone caught using or making any substance such as meth, drugs, alcohol, etc. that is illegal or harmful to others or our property will be held legally and financially responsible for every unit and all expenses incurred. Management may evict at their discretion.

PORTABLE HEATERS: Including but not limited to: kerosene, gas, propane, electric heaters are not allowed.

LIGHTS: All tenants are responsible for furnishing and replacing their own light bulbs. (Management will buy and replace the kitchen florescent bulbs). No Christmas or decorative lights on decks, walls or ceilings.

Pest/Bugs: Each apartment was bug free when tenants moved in, any tenants that get bedbugs, roaches, fleas, etc. will be responsible for the cost of removal including all exterminator fees if needed for their unit and the other apartments near them that are effected (most of the time bugs are brought in from the tenants, their guest, by visiting someplace of someone else or can be as a result of unsanitary living).

PLASTIC ON WINDOWS: Do not use staples, nail, screws or tape, use only a plastic sheet that goes up with a hairdryer on the inside of the windows. (Absolutely No Duct Tape)

PRIVACY POLICY: Social Security #'s will not be used or given out for sales or solicitation purposes.

SATELLITE DISH: Do not install, attach to decks, roof or building or put on a stand, any satellite dishes or T.V. antennas anywhere on the property. No drilling holes in the walls, decks or buildings for wiring.

SIGNS, BANNERS OR FLAGS: No signs in dwelling unit windows or on the exterior or interior walls/building. This includes stickers, lettering, banners, flags or signs displayed inside or outside. Also included are any items that are visible through your windows. Beer boxes are prohibited from being attached to the walls or ceilings.

SOLICITATION: Our Company discourages soliciting on our property. This cuts down on paper litter and dishonest or annoying peddling on our property. We do not recommend buying magazine from sales people.

SMELLS, CANDLES & SMOKE: No excessive smells or smoke caused by any source that originates from dwelling unit, including incense, candles, hot plates, hookah devices or smoking of any kind and/or other sources that disturb other Tenants in building or complex. Landlord determines what is excessive or permitted.

TENANT INFORMATION: Tenants give management permission to discuss or share their information with their parents, roommates and their roommate's parents/co-signers if management feels that it is necessary.

TRASH OR COMPOST: DO NOT leave garbage bags, beer cans, bottles, trash, and kegs on your decks, porches or in the yard or parking lot of your apartment. We do not allow composts in or on the property.

THROWING OF ARTICLES: Do not throw or allow anything to be thrown, including food out the windows, doors or from the decks or porches or in the parking lots. This includes bottles, cans, etc.

UTILITIES: Tenants may not disconnect the electric or water and sewer during their leasing dates. If tenants disconnect them they agree to pay for all reconnection fees and all bills until their contract expires.

WALLS: You will be charged for damages if you use anything other than very skinny nails on your walls. Two to three nails per wall only or one poster. Do not use screws, tape, or bolts. Do not hang dartboards, heavy pictures, speakers or T.V.'s etc. Do not bolt anything to the walls or ceilings. No bike hooks, shelves or furniture that attaches to the walls, no painting, wallpaper, or wall border or anything that can cause damages.

WASHER/DRYER: Do not over load the washer/dryer, it can take three times longer to dry the laundry and it can cause the machines to over flow or break. A fee will be charged to repair or replace any appliances that are damaged due to improper use. If water overflows please clean it up immediately to prevent damage and call Management immediately.

WATER-CONTAINING FURNITURE: Do not keep water-containing furniture in the dwelling unit, such as waterbeds or large fish tanks etc. without written permission of Landlord.

WINDOWS/SCREENS: Tenants will be charged for any damages done to the screens or windows during your occupancy of the apartment. Do not remove or pry open screens or doors.

WIRING: Do not do any extra wiring in the apartment. Do not cut holes in the walls or furniture. Do not use tape on the floor or walls to hold wires especially duct tape.

YARD SALES: No yard, garage or rummage sales permitted.

15. Housekeeping:

Good housekeeping inside and outside of each apartment is expected and stated in your leasing contract. Tenants are not to throw anything over the decks, in the parking lot, or on the grounds at all, including food, grease, beer cans, bottles, or cigarette butts. All trash bags/cans must be taken to the dumpsters immediately and not stored in your apartment or on the deck. Kitchens must be kept clean and sanitary including the dishes and cookware. Food should not be left out. One dirty apartment can attract insects or rodents for an entire building. If exterminating is necessary due to your unsanitary living, you will be responsible for paying the entire bill or for repeated sprays for all apartments in your building that are affected. Apartments are to remain clutter free, including but not limited to, clothes, books, bottles, cans, papers, wires, etc. All of these things can create fire hazards. All heat registers must be kept clear at all times. If apartment is found to be a fire hazard, unsanitary or if tenants are found throwing items in the yard or parking lots, they will be charged a fee of \$50.00 to \$100.00 fine per incident.

16. CARPET AND FLOOR COVERINGS

You are responsible for taking care of the flooring while you live in the apartment. You are required to have a vacuum cleaner in your apartment. It is your responsibility to vacuum on regular basis (meaning at least once a week). The landlord has had the carpet steam cleaned before you moved in (unless it has just been replaced). The carpet/flooring has been inspected after the previous tenant moved out, just prior to you moving in, by the landlord. The landlord will compare the condition of the flooring prior to you moving in with the condition it is left in when you vacate the dwelling unit. Tenants are responsible for inspecting the apartment, carpet/floor within two days of moving in. You are responsible for any damages to the apartment, carpet/flooring that occurs during the term of your Lease Contract except for normal wear. These guidelines apply to both the tenant and the sub-leaser living in the apartment. The following is a list of the more common damages that occur to carpet/flooring and are not considered normal wear: Pet/animal odor and stains, bleach marks, red marks, carpet tears and pulls, burns, black marks (caused by grease, bikes, tobacco/any smoked substance or ashes, dirty shoes or boots), spills, and wax – from candles dripping.

Extreme Wear and Tear - worn spots, dark spots and discolored areas compared to the rest of the carpet/flooring can be caused by spills, lack of vacuuming, tobacco/any smoked substance or ashes, excessive traffic, parties, etc.

These are just the most common types of damage that occur to floor/carpet. There are many other ways flooring/carpet can be damaged. None of these types of damages are considered normal wear and tear and the tenant will be charged and responsible for paying for any damage not caused by normal wear either when it occurs or when vacating the dwelling unit at the landlord's option.

Management recommends that you get a bottle of Resolve Carpet Cleaner and use it immediately after you have spilled something to help alleviate stains and charges.

OTHER TYPES OF FLOOR COVERINGS

VINYL/ LAMINATE OR WOOD: Damage is usually caused by cuts, tobacco/any smoked substance or ashes, shoes, cleats or sliding something heavy across the floor, etc. **Do not replace or repair the flooring.**

17. INSPECTION /ENTERING UNIT:

The landlord/management may enter your dwelling unit at reasonable times without notice to do repairs or to inspect your compliance with the terms of the Leasing Contract or Rules and Regulations. We will be checking for damages, illegal activity, cleanliness, water leaks, animals etc. You agree to allow access to workmen for painting, redecoration, cleaning flooring, repairing or remodeling or normal upkeep of the dwelling unit as the landlord may deem appropriate for such time as it is necessary. We may need to enter your apartment/house from time to time to show the dwelling unit to prospective tenants, lending institutions, insurance agents or to do any type of maintenance. We may enter at any time if we have an emergency (water leak, fire etc.).

18. SNOW AND ICE: Because the weather in Boone is severe at times, be aware that it may be impossible for maintenance/management to control the amounts of ice/snow on the decks, steps, and in the parking areas. We will not be responsible for accidents to individuals or their vehicles. Management does not guarantee scraping and salting of the property. However, management suggests that during such conditions tenants make good use of the Appalcart. Approximately every 15 minutes the Appalcart stops at the enclosed shelter located at the entrance to the apartments. A bucket of salt/slag will be placed at each building. It is the tenant's responsibility to use it. (Please do not put trash or cigarette butts in the bucket; we will remove the buckets if this happens. Remember to keep the lids on to prevent rain from damaging the mixture). Please be aware that salting and scraping are ineffective when the temperature drops below certain points. We suggest you do what most experienced Boone residents do during bad weather conditions...stay put or at least keep your cars parked. No visitor parking during bad weather. Parking is limited during these times.

19. TENANT PARKING RULES

Each tenant will receive only ONE parking sticker which means only one car per-tenant. Parking will be enforced randomly by management and Bill's Garage.

The rules for parking and towing are as follows:

1. All cars must be parked in a parking space between the lines. Cars taking up more than one space will be towed.
2. Cars must not block any steps/entrances to buildings (these areas are used by maintenance and emergency vehicles), fire hydrants, or other cars; do not park in front of or beside dumpsters. Do not leave cars in the road, in areas posted No Parking, or in front of the maintenance building. If your car is not in a parking space and someone hits your car, it is legally considered your fault. (Bad weather times included).
3. Cars that are broken down or not moved for a consecutive number of days will be considered abandoned and will be towed at the owner's expense
4. Working on or washing cars is not allowed anywhere on this property.
5. A parking sticker **MUST BE DISPLAYED ON THE DRIVER'S SIDE OF THE REAR WINDOW.** Those with tinted back windows or convertibles can put them on the front window.
6. All tenants that renew their lease must have a current parking sticker or they will be towed.
7. If you drive a different car at any time, you must either use your visitor parking hang-tag or go to the office and get a temporary parking permit. Either of these options will require you to park in the visitor parking section. To get a new parking permit, you must bring the old sticker or what is left of it to the office. Anyone found with two cars or two stickers (including motorcycles) on the property will be fined \$100 per week until extra sticker is returned to management.

8. Brown Heights Tenants may not park in the Bill Brown & Son parking area located at the bottom of the property.

The management of Brown Heights Properties and Bill Brown & Sons Apartments reserves the right to revoke parking privileges for tenants and/or visitors at any time. In order to receive a parking permit, all tenants must sign in agreement to all rules listed above and attached.

Anyone breaking any of the parking rules will have their car towed at the owner's expense. (Tenants with repeated offenses will lose their parking privileges).

20. VISITOR PARKING RULES

ONE visitor hang-tag will be issued per apartment. There will be a \$25 fee for replacement of a lost hang-tag. If an apartment is found to have more than one hang-tag, a \$100 fine will be issued and/or their visitor parking privileges will be revoked permanently or temporarily, decided by the manager.

The rules for parking and towing are as follows:

1. All visitors must have a visitor hang-tag on their rearview mirror.
2. All visitors must park in the visitor parking section at all times. Any visitor parked elsewhere will be towed.
3. Visitor parking sections are located on the upper level in Brown Heights and at a small section in front of N building on the lower level in Brown Heights. In Bill Brown & Sons, visitor spots are the slanted parking spaces on the right side of the parking lot.
4. All cars must be parked between the lines. Vehicles taking up more than one space will be towed.
5. Cars must not block any steps, fire hydrants, or other cars.
6. Do not park in front of or beside the dumpsters. Cars will be towed and the tenant will be fined.
7. Do not leave cars in the road, in areas posted, "No Parking", or in front of the maintenance building.
8. No visitor parking during bad weather. Parking is limited during these times. If you cannot get your car into a parking space, call a towing service immediately because if someone hits your car, it is legally considered your fault.
9. **If your car or a visitor's car is towed, do not contact our office or the emergency numbers. Everyone must follow the rules with no exceptions. If a parking sticker is not visible or a visitor's tag hung incorrectly or is parked on the property too often, it will be towed at the expense of the owner. Towing will be enforced by Bill's Garage (256-3400).**

Family may obtain a temporary parking permit from our office at management's discretion. (Our office hours are 10:00-5:00 Monday through Friday and we are closed for lunch from noon until 1:30.) Visitor parking will be enforced by management and Bill's Garage **RANDOMLY**. We have the right to terminate visitor parking privileges to anyone at any time.

21. ENTRANCE: Please do not use the service entrance beside the office to enter and exit the property. Please enter and exit the office from the entrance side (due to steep drive at exit).

22. RESPONSIBILITY AGREEMENT: Tenants agree to immediately read and respond to all notices sent from management. (Notices will be sent by phone, e-mail or memo).

23. EMERGENCIES

In case of a dwelling unit emergency,

During normal business hours call the landlord's office ASAP at **264-1713**.

The emergency numbers are also listed on a magnet on all of our tenants' refrigerators.

What is an emergency?

- | | |
|---|--|
| 1. Fire | 5. Refrigerator not working |
| 2. Flooding | 6. Electrical short (if no power, call Elec. Co. first 264-3671) |
| 3. No heat during the winter | 7. Locked out – call roommate first |
| 4. Toilet issues (turn water off first and try plunger) | |

If something else comes up, keep in mind that an emergency situation is something that is hazardous to your health or the property. Anything else can wait until normal business hours.

AFTER HOURS EMERGENCY PHONE NUMBERS: Only in an emergency,

#1. 264-7224 if no answer, leave a message and proceed to next #.

#2. 963-0209 if no answer, leave a message and proceed to next #, (after 20 min).

#3. 773-7885 if no answer leave a message. (Do not use this number unless you have not received a call back within 20 minutes of calling the previous numbers).

24. SUMMARY: We will issue a fine of \$50.00 to \$100.00 per occurrence (unless stated otherwise on the attached pages) for breaking any of our guidelines listed on our Leasing Contract and Rules and Regulations. Management has the option to evict tenants for any/all violations.

*Definition of eviction: Management can take away the tenant(s) rights to occupy an apartment while tenant(s) is still responsible for payment of rent until the Leasing Contract expires.

We apologize for having to issue such strict guidelines for all of our tenants; however, because of a few tenants that we have had problems with, the Magistrate and our Attorney have advised us to add these guidelines to our contract. We strive to provide all of our tenants with a clean, safe, and respectable living environment. Thank you for your cooperation.

Renting can be a very good way to build your credit and help you get a job and a great start on your future.

I understand and agree to all terms and consequences listed on all 11 pages attached to this packet.

Tenants Signature(s):

Date: ___/___/___

Sign

Print

