

**CSW** Associates  
Roanoke, LC

540-989-3653

[www.CSW-associates.com](http://www.CSW-associates.com)

# Resident Handbook

## January 2023

This Handbook is comprised of the main body of the document and all attached policies. Pursuant to your lease, it is every Lessee's responsibility to adhere to these policies and make sure all occupants, invitees, guests and the like do the same.

All provisions are effective as of January 1, 2023 unless otherwise specifically noted. These policies, or the independent attachments, may be changed or updated in CSW's sole discretion; if any of the policies or attachments are updated, they apply to your tenancy. So, please make sure you are referring to the most recent set of policies.

## INTRODUCTION

This Resident Handbook (Handbook) describes policies and procedures applicable to the residential properties owned and managed by CSW Associates Roanoke, L.C. (CSW) - Chateau Riviera Apartments in Salem and Brandon Point Apartments in Roanoke. This Handbook consists of the pages that follow as well as the attachments, which address specific topics and are often provided to Residents as a separate handout. The attachments or policies may be updated separately from the main body of the Handbook. In addition, new attachments or policies may be created. Those new attachments apply either when published by CSW, or when the published document indicates it will be effective. This Handbook applies to both communities. Where a topic is applicable to only one community (or subset thereof), it will be specified.

This Handbook is specifically incorporated by reference into your Lease Contract (Lease). The Lease is a legally binding obligation in which both parties agree to certain provisions and requirements for a specified period of time. This Handbook addresses important topics and, by signing the Lease, you have acknowledged that you, your occupants, invitees and guests shall comply with all the policies included herein and that all Lessees are responsible for any violation of the policies in this Handbook by themselves, their occupants, guests or otherwise. CSW reserves the right to change, alter or add policies at any time. You will be notified when this occurs either by a notice posted in the building an update posted on the CSW website ([www.csw-associates.com](http://www.csw-associates.com)), or a communication delivered specifically to you such as through email, text, or posting on your door. The most recent policies will be made available on the software portal. You can also call the Main Office (540-989-3653) to inquire about updated policies or to receive physical copies. For successful multi-family living, it is important to comply with both the “letter” and “spirit” of applicable policies.

## ATTACHMENTS

Certain topics are addressed in a separate policy or form (often for the convenience of residents). Even if a policy is contained in a separate document, any officially issued CSW policy is part of this Handbook and part of your legally binding obligation with CSW under the Lease. The following is a list of standing attachments that are prepared by CSW as of the date of issuance of this Handbook. CSW, from time to time, may provide additional documents that explain policies or procedures. Further, CSW may issue additional policies to cover either temporary circumstances (such as COVID) or new policies (or existing policies from which CSW determines it would be beneficial to provide further details). The following is a list of current, standing policies.

<i>Additional Policies or Forms</i>	<i>Topics Addressed</i>
<b>Animal Provisions</b>	Important policies regarding animals
<b>Appliance Addendum</b>	Document that describes rights and responsibilities if you choose to bring an approved appliance to your apartment
<b>Application Criteria</b>	Application process, application/security deposit
<b>Sample Cleaning and Replacement Charges</b>	Overview of charges in the event that apartment is not returned to move-in condition, less normal wear and tear
<b>Complaint Form</b>	Used to notify CSW of an issue with another resident; complaints must be in writing and specify who is making the complaint
<b>Regular Non-Hazardous Garbage Dumpster Service Addendum</b>	Describes trash guidelines
<b>Garbage Disposal Guidelines</b>	Describes consideration for use of garbage disposal, including prohibited items
<b>Grip Bar Agreement</b>	Documentation necessary if you request that CSW install a grip bar in your apartment
<b>Lease Term Options</b>	Outlines lease options for initial leases and renewals
<b>Non-Smoking Policy and Related Reminders</b>	Description of the expectations with respect to CSW being a non-smoking property except in designated areas (and other key reminders like marijuana prohibited)
<b>Occupant FAQs</b>	Describes the status of occupant and leaseholder
<b>Pest Control Policy</b>	Describes considerations and actions when your apartment is being treated for pests
<b>Relinquishment of Leased Premises Prior to Lease Termination</b>	Outlines options and requirements if you need to vacate the apartment prior to lease termination
<b>Renters Insurance FAQ</b>	Frequently Asked Questions about Renters Insurance

<b>Items that Cannot Be Disposed in the Toilet</b>	Important reminders about items that cannot be put into the sewer system
<b>Transfer Policy</b>	Description of requirements/policies associated with transferring apartments within or between the CSW communities
<b>Transfer Request Form</b>	Form to be completed to advise CSW of your request for a transfer
<b>Luxury Vinyl Flooring Care &amp; Maintenance</b>	Guide for proper care of this type of flooring
<b>Wait List Policy</b>	Outlines policy on wait listed apartments; applicable to new applicants and existing tenants
<b>What Happens When A Leaseholder Dies</b>	This document addresses some common issues that arise in this tragic circumstance
<b>Office Hours</b>	Announcement detailing new Main Office Hours effective January 1, 2023
<b>Swimming Pool Rules</b>	Rules specifically applicable to the use of CSW swimming pools; generally released each May in anticipation of pool season

## SECTIONS

This Handbook is divided into four sections---General Information, Application/Move-In, Living At CSW, and Moving Considerations. Some sections effectively overlap---for instance, information under Application/Move-In may continue to apply.

## GENERAL INFORMATION

### FAIR HOUSING STATEMENT

CSW Associates Roanoke, L.C. (CSW) complies with all federal, state and local laws including fair housing laws which prohibit discrimination based on race, color, religion, national origin, sex, age/elderliness, familial status, sexual orientation, military status, gender identity, source of funds, disability, or any other protected status.

### VIRGINIA TENANT RIGHTS AND RESPONSIBILITIES

The Commonwealth of Virginia Department of Housing and Community Development has created a “Statement of Tenants Rights and Responsibilities” that is to be given to prospective tenants on and after July 1, 2020. It will also be incorporated into the lease process. This form is a government document being provided to you as required, and is expected to be updated by the DHCD from time to time. This document can be found at any time at the following web address: [www.dhcd.virginia.gov/landlord-tenant-resources](http://www.dhcd.virginia.gov/landlord-tenant-resources).

### NON-SMOKING/NO MARIJUANA

CSW is totally non-smoking property (including apartments, common areas, parking areas, and amenities), except for the Designated Smoking Areas at each community. Marijuana (growing, smoking, using) is strictly prohibited, even at the Designated Smoking Areas. CSW expects both strict compliance, as well as good faith compliance, with this policy.

### ANIMALS

CSW is an animal friendly community. However, there are many responsibilities associated with being an animal owner. All animals **MUST** be pre-approved prior to being brought onto CSW property, even for a short time period (i.e. there are no visiting animals). Please see the associated *Animal Policy*.

### GENERAL—REQUIREMENTS UNDER VIRGINIA LAW

Virginia law recognizes that Lessees have many responsibilities in connection with leasing a residential apartment. These responsibilities are set out specifically in the Virginia code, and are in addition to the provisions of the Lease (which includes incorporated policies), and are part of living in a multi-family community. CSW has provided a

summary for your convenience; please refer to § 55.1-1227, which is part of the landlord-tenant provisions of § 55.1-1200 for complete information. All residents must:

- Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- Keep the premises clean and safe as the condition of the premises permit;
- Keep the premises free from insects and pests and promptly notify the landlord of the existence of any insects or pests; (Note: do not attempt to self-treat for insects/pests)
- Remove all garbage, rubbish, and other waste in a clean and safe manner and place in the appropriate dumpsters;
- Keep all plumbing fixtures as clean as their condition permits;
- Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, and keep all utility services paid for by the tenant to the utility service provider or its agent on at all times during the term of the rental agreement;
- Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or permit any person, whether known by the tenant or not, to do so;
- Not remove or tamper with a properly functioning smoke alarm installed by the landlord, including removing any working batteries, so as to render the alarm inoperative;
- Not remove or tamper with a properly functioning carbon monoxide alarm installed by the landlord, including the removal of any working batteries, so as to render the carbon monoxide alarm inoperative;
- Use reasonable efforts to prevent accumulation of moisture and the growth of mold and promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of mold discovered by the tenant (for example, use the bathroom fans to help remove moisture, timely clean damp or wet areas to prevent or remove mildew, and the like);
- Not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior written approval of the landlord; note that your building was constructed prior to 1978 and you received a lead-based paint disclosure upon move in;
- Be responsible for your conduct and the conduct of other persons (occupants, guests, invitees, etc.) in order to ensure your neighbors' peaceful enjoyment of their premises will not be disturbed;
- Abide by the rules and regulations imposed by the landlord;
- Be financially responsible for the added cost of treatment or extermination due to the tenant's unreasonable delay in reporting the existence of any insects or pests and be financially responsible for the cost of treatment or extermination due to the tenant's fault in failing to prevent infestation of any insects or pests in the area occupied; and
- Use reasonable care to prevent any dog or other animal in possession of the tenant, authorized occupants, or guests or invitees from causing personal injuries or threats to any third party in the dwelling unit or on the premises, or property damage to the dwelling unit or the premises.

### OFFICE LOCATION AND HOURS

CSW's office (referred to as the Office or Main Office) is located at:

Brandon Point Offices  
3807 Brandon Avenue, SW  
Suite 245  
Roanoke, VA 24018

CSW is updating its Office Hours. The Main Office will no longer be open on Saturday. Non-holiday office hours for the Main Office are as follows:

*Monday and Friday 8am-5:30pm*  
*Tuesday through Thursday 8am-4:00pm*

The Main Office phone number is 540-989-3653 and fax is 540-989-3268. CSW has added a "drop box" located at the front of the Main Office building. This box is checked frequently, but you may call and advise that you have placed something in the box (if you are moving out, you must call to confirm the return of keys after hours). Tampering with the box is strictly prohibited. Do not place cash in the box.

The CSW Main Phone Line 540-989-3653 is served by an answering service for weekends, holidays, and after-hours phone calls. Occasionally, you may also reach the answering service during normal business hours and, if that happens, you may leave a message with them and they will forward it to us at the next available time.

***For emergency maintenance requests, ALWAYS call in to the office/answering service (do not just report on the website/portal).*** Emergency maintenance requests include, but are not limited to items related to: water, electricity or security.

***In the event of an actual emergency (fire, etc.),*** please report the emergency to the appropriate authority first and then call the Main Office.

### IMPORTANT TELEPHONE NUMBERS

CSW Main Office	540-989-3653
Maintenance Calls (during office hours and Emergency Maintenance calls)	540-989-3653
Police Department (Emergency)	911
Rescue Squad	911
Fire Department	911
American Electric Power	800-956-4237
American Electric Power (Emergency)	540-777-4427
City of Salem Electric	540-375-3030
Roanoke Gas	540-777-4427
Comcast	800-266-2278
Verizon Resident Telephone	540-954-6222
Cox	540-776-3848

### RESIDENTIAL USE

Your apartment was designed and intended for reasonable residential use. Any commercial use must be pre-approved in writing by CSW. Requests for commercial activity will be considered on a case-by-case basis. Some commercial activities are never permitted, such as anything illegal, or highly regulated, such as day care.

Unreasonable use of your apartment- such as very large gatherings of people, having excessive or heavy equipment or furniture, etc., may exceed the permitted or recommended capacities and structural capability of the apartment. It also would be disruptive to neighbors in a multi-family community. This Handbook addresses some common items that would be unreasonable use and might exceed the capability of the apartment but is not intended to be a complete list. For your safety, the safety of your guests and other residents in the building, and the protection of CSW property, unreasonable use of your apartment must be avoided. Contact the Main Office if you are contemplating a use that is not clearly permitted.

Lessees (along with any approved Occupants) must personally use and occupy the apartment for residential purposes and maintain the premises, except for an individual who is a co-lessee for financial reasons. CSW does not permit subletting, either directly or indirectly. If you move-in to the apartment, and circumstances change, you must contact the Main Office to understand potential options. You should consider this carefully when selecting the initial lease term and any renewal term. If you will be away from your apartment for an extended period, please advise the Main Office.

# APPLICATION/MOVE-IN

## APPLICATIONS AND DEPOSITS

The *Application Criteria* set forth in detail the application process, deposit information, and the like. The *Lease Options* describe the initial lease options available, as well as renewal options.

Applications must be completed online through the Buildium portal. If you need assistance completing the application, please contact the Main Office.

As a reminder, the Application Deposit converts to the security deposit upon move-in. At move-out, the deposit (less any amounts owed) is returned to the person who paid the deposit (not necessarily the person whose name is on the lease).

Except with respect to co-lessors who are required for financial reasons (and whose credit and income are reviewed on that basis), CSW has reviewed the application in good faith based on the information provided. The expectation and requirement, unless specifically disclosed otherwise, is that each applicant will be utilizing the premises as his/her sole residence. Applicants, once they become leaseholders, are expected to continue to maintain the apartment as his/her sole residence (or on the basis that the information was originally provided). Any change in circumstances must be disclosed to CSW; those changes may affect your lease and/or the ability for your lease to be renewed. In addition, as further described below, subletting is strictly prohibited (but there is a potential process to return the premises and mitigate damages).

## RENTERS' INSURANCE

Renters' Insurance, which covers all leaseholders and occupants, is required in order to move in, and must be maintained through the end of tenancy. Refer to the section below on Renters' Insurance as well as the *Renters' Insurance FAQ*.

## ELECTRICITY

**ELECTRICAL SERVICE MUST BE IN YOUR NAME AT LEASE COMMENCEMENT DATE AND SERVICE CONTINUE IN YOUR NAME UNTIL THE EXPIRATION DATE OF YOUR LEASE. RESIDENTS THAT DO NOT HAVE THE SERVICE IN THEIR NAME WILL NOT BE PERMITTED TO TAKE POSSESSION OF THE APARTMENT.**

**LESSEE(S) MUST MAINTAIN ELECTRICITY/GAS IN THEIR NAME THROUGH THE LEASE END DATE (NOT MOVE-OUT DATE). IF THE ELECTRICITY IS TAKEN OUT OF THE LESSEE(S) NAME(S) (FOR ANY REASON) PRIOR TO THE LEASE END DATE, THEN CSW WILL RECEIVE THE BILL AND CHARGE THE BALANCE ON THE BILL BACK TO LESSEE(S) PLUS A FORTY-FIVE DOLLAR (\$45.00) ADMINISTRATIVE FEE FOR EACH BILLING CYCLE.**

During the winter months or extreme cold weather, never disconnect the electricity for any reason as severe damage may occur as a result, with the Lessee(s) being responsible for payment of any damages. Maintain a room temperature of at least 60 degrees to prevent pipes from freezing.

## **GAS HEAT (APPLICABLE TO CHATEAU RIVIERA GAS BUILDINGS ONLY)**

**GAS MUST BE IN YOUR NAME AT LEASE COMMENCEMENT DATE AND LEFT ON AND CONTINUE IN YOUR NAME UNTIL THE EXPIRATION DATE OF YOUR LEASE. RESIDENTS THAT DO NOT HAVE THE SERVICE TURNED ON IN THEIR NAME WILL NOT BE PERMITTED TO TAKE POSSESSION OF THE APARTMENT. IF THE GAS SERVICE IS TAKEN OUT OF THE LESSEE(S) NAME(S) (FOR ANY REASON) PRIOR TO THE LEASE END DATE, THEN CSW WILL RECEIVE THE BILL AND CHARGE THE BALANCE ON THE BILL BACK TO YOU PLUS A FORTY-FIVE DOLLAR (\$45.00) ADMINISTRATIVE FEE FOR EACH BILLING CYCLE.**

During the winter or extreme cold weather, never disconnect the gas for any reason as severe damage may occur as a result, with the resident being responsible for payment. Maintain a room temperature of at least 60 degrees to prevent pipes from being damaged.

# LIVING AT A CSW PROPERTY

The CSW community is made up of Brandon Point Apartments and Chateau Riviera Apartments. Both properties were built in the 1970s, so the buildings have certain limitations from their original design. The buildings have no elevators and are not handicap accessible. Individual apartments have been updated over a span of time, so there is not uniformity among the apartments.

Living at Brandon Point or Chateau Riviera also means that you have neighbors in close proximity. While it is great to have neighbors and the community it brings, it also requires greater consideration with respect to noise, animals and the like since the actions/inactions in your apartment will affect other people. At all times, you must be considerate of your neighbors and other members of the community. Many of these Handbook provisions are designed to prevent issues.

A Handbook cannot possibly cover every circumstance, but this Handbook covers some common issues. CSW reserves the right to assess and address each individual scenario in its discretion. If you have a question or are unsure about a policy, it is your responsibility to contact the Main Office to get clarification.

## RENTAL PAYMENT

### *When Rent is Due*

Rent is due on the first day of every month (1<sup>st</sup>) in immediately available, fee-free funds. Rent must be actually RECEIVED by CSW Associates no later than 11:59pm on the fifth of the month. If you chose to pay in person or by mail, the rental payment must be physically delivered to CSW's office personnel by close of business (regardless of the postmark) by the 5<sup>th</sup> of each month in order to avoid late fees. Please consider weekends and holidays in order to make sure your rent is on time. If the 5<sup>th</sup> falls on Sunday, then your rent is late if you pay on Monday, the 6<sup>th</sup>. Remember that with the new software portal, there are options to pay online or through select third parties. The latest date rent is accepted so as not to incur a late fee is ALWAYS 11:59pm on the 5<sup>th</sup> of the month, even if the 5<sup>th</sup> falls on a holiday.

### *Different Ways to Pay Rent*

Rent is due in immediately available, fee-free funds. All Lessees are jointly liable for the rent and fees (as a courtesy, CSW may accept multiple payments, but each Lessee is responsible for all rent and fees). There are multiple options for paying rent as outlined below. In addition, another person may pay rent on behalf of a Lessee; it is important to note that the Leaseholders would be responsible for any additional fees that arise from payment by a third party (for instance, if there was a bank fee from a returned check) as outlined below. Forms of payment include:

- **Portal:** If you create a username and password (which requires an email address and internet access), you can check your balance and pay your rent online. CSW has made a desktop computer available in its Main Office for you to log in and pay rent if you wish. You will have multiple options (eg. direct bank transfer, credit/debit card payment) within that system to pay your rent. Transfers from a bank account are generally fee free; payment from a credit/debit card or the like have third party fees associated with the transaction. Make sure you select your intended method of payment (EFT or credit card) when paying thru the portal. *The portal works best when accessed thru Google Chrome. NOTE: Only Visa, MasterCard and Discover are accepted.*
- **ACH:** While there are new payment options through the portal, you may elect to utilize the ACH option directly from CSW—either by maintaining your existing ACH authorization or completing a new authorization. ACH gives CSW the ability to deduct a specific rent amount from the bank account you provide. CSW reserves the right to discontinue ACH in the future with notice to residents. ACH is processed by CSW on the 3<sup>rd</sup> of the month, or the next business day. If you rent goes up, the ACH will be automatically adjusted to pay the higher rent amount. However, one-time charges (such as a lock out fee) will be billed and not automatically drafted.
- **Payment in Person:** You may pay your rent in person at the Main Office (3807 Brandon Avenue SW, Ste 245, Roanoke) during normal business hours. There is a drop box on the brick wall to the right of the doors where you can drop payment by check or money order. The computer system automatically sends a receipt to your email address when a payment is processed to your account.
- **Money Orders:** Many residents currently pay their rent using money orders, which generally have to be delivered to the CSW Main Office like any other form of payment. There is a feature within the portal which enables residents to have a money order sent to CSW directly from *select* locations that sell money orders (and participate in the network that is associated with the new software system). Refer to the materials explaining this particular feature (called Pay Near Me) and providing some nearby locations. If you secure a money order from a location that does not participate in the automatic crediting, it remains your responsibility to deliver your rent (subject to the deadlines above). Further, CSW has no control over which businesses participate in the money order network.

- Mailing a check: Checks should be made payable to CSW Associates Roanoke, LC and mailed to:  
 CSW Associates Roanoke, L.C.  
 3807 Brandon Avenue, SW, Ste. 245  
 Roanoke, VA 24018

Reminder: Payments submitted through the mail or other delivery service must be received by CSW prior to the close of business on the 5<sup>th</sup>, or last previous working day if the 5<sup>th</sup> is a holiday or a Sunday.

*Late Fee*

If the Resident has an outstanding balance due to CSW after 11:59pm on the 5<sup>th</sup> of the month, a late fee of three percent (3%) of the total outstanding balance will be assessed as of the 6<sup>th</sup> of the month to the account, subject to the maximum under Virginia law.

*Prepayment of Rent*

CSW understands that, for their convenience, some residents may want or need to prepay their rent for some period of time. Some residents will also elect to prepay rent in order to address credit issues that might otherwise disqualify them from being qualified to rent an apartment. Rent paid in advance for a lease period *of at least one year* will receive a discount of one percent (1%) off the rental amount.

*Payment by Credit/Debit Card*

For your convenience, CSW accepts Visa, MasterCard and Discover. CSW can receive credit/debit card payments by phone during regular business office hours; however, you are required to reimburse CSW for any associated fees with accepting this form of payment. You may also use a credit/debit card through the software portal, subject to any terms or fees imposed by the portal. Please note that there is no fee if you use an electronic transfer from a bank account through the portal.

*Returned Checks/Insufficient Funds Policy and Fees/Incomplete Payment*

If the resident has two or more returned checks (or the equivalent, such as rejected ACH processing, declined credit card, etc.) then CSW reserves the right to demand payment in cash or certified funds and in a specific location.

CSW charges a standard administrative fee of \$50.00 to the Lessee(s)' account for ANY returned form of payment. We do not redeposit any payment that has been rejected. In addition, late fees will accumulate on the outstanding balance (which would include the amount for which a payment was declined) until all fees are satisfied. Returned checks must be paid by cash or certified funds only; CSW may accept a credit/debit card or money order in its discretion. CSW reserves the right to pass through any third-party fees from a returned payment.

If you present a payment that is defective (e.g. unsigned check):

--if CSW notes the error prior to submission to the bank, then the deficiency will be identified to you; CSW late fee policy still applies and you must correct the error prior to late fees being assessed to avoid this charge

--if CSW presents the financial instrument to the bank, you will be subject to the fees for a returned form of payment (as well as late fees, if applicable)

*Rent Accepted With Reservation*

**All payments (for rent, fees, etc.) are accepted with reservation per Virginia Landlord/Residential Act Section 55.1-1250.**

*No Post-Dated Checks*

Postdated checks are not acceptable. CSW will not be responsible if a post-dated check is provided to CSW and then processed by CSW.

*Notice for Failure to Pay*

If rent or outstanding balance is unpaid when due, CSW may give the leaseholders a “pay or quit notice”. This notice explains that rent must be paid within the specified number of days after written notice, or CSW may terminate the lease, and proceed to obtain possession of the premises as provided in Section [55.1-1251](#). Please note that over the COVID and post-COVID period, there have been many changes to this statutory provision; CSW will comply with applicable requirements for the period of time to pay with respect to this notice. In its discretion, CSW may offer a payment plan to Lessee(s) who have outstanding charges. The best approach is to contact the Main Office before you miss a rent payment or if you are behind on your rent. Lessee(s) must have a zero balance to renew a lease.

## WINDOW COVERINGS

CSW does not furnish window coverings. New residents are given seven (7) days from move-in to install all window coverings. Only draperies, and mini-blinds or vertical blinds are permitted for window coverings. All window coverings must have a white or light off-white lining or backing. Draperies cannot have designs facing outward or be offensive. No political messages, campaign ads or the like are permitted. In the event a prior resident abandons the window treatments upon vacating, the new resident may retain the window treatments, but at his or her own risk.

## PICTURE HANGERS

You may hang pictures, mirrors, etc., on the walls of your apartment provided you properly use picture hangers. Please do not use glue/foam stickers as they create extensive damage to the wall. If you use glue adhesives you will be responsible for any damage incurred for their removal upon vacating the apartment. If you have any doubt about the product you are using, please contact the Main Office.

## WEBSITE (BUILDIUM PORTAL)

In 2020, CSW launched a website portal that makes it more convenient for CSW to communicate with residents and for residents to do certain tasks. At this time, you are not required to use the portal to complete tasks (but you are required to read communications sent by CSW through the portal, just like you are required to read a communication sent any other way), but it provides many benefits and conveniences. Through the Buildium® portal, a residents can:

- Pay rent (but you may continue your existing ACH previously set up with our office if you prefer)
- Check your account balance
- Get up to date documents
- Enter a routine/non-emergency maintenance request; you **must** call in emergency maintenance requests to the Main Office

Each Lessee will set up their own username and password, which will require a valid email address. Please refer to the separate communications which explain the Buildium features and how to access them. If you requested a username/password, but then did not set up your access promptly, you may have to request a reset from the office. The Main Office will have the link resent. An internet connection is required to access the portal. Remember that CSW does not control the Buildium website/portal—so CSW cannot control when that site might be offline for any reason.

CSW did engage the “Pay Near Me” feature, which enables a person to pay the rent through a money order at certain select third-party retailers (so, you don’t have to make two stops, the first to get the money order and then second to bring it to the CSW office). If using a participating retailer, you can complete the money order process at the store and have it credited directly to your rent account. Please contact the Main Office if you have questions about this feature.

## CONTACT INFO--TELEPHONE AND EMAIL; CONFIDENTIALITY

You must make sure that the Main Office has your most up to date contact information, as well as emergency contact information, at all times. CSW must have contact information for all occupants. You must provide telephone numbers (cell, business and home, if applicable) and email address. On occasion, we need to contact you or the occupants for emergencies or other reasons (e.g. a maintenance event in the building). Further, upon request, you must provide CSW with the contact information of any friend or guest who has been on CSW property.

Make sure you provide your updated information to friends and other contacts who will need to reach you. CSW will maintain the confidentiality of your information, except to the extent Virginia Code Section 55.1-1209 allows CSW to release information (e.g. your consent, to proper authorities, etc.). If you know that you want others to be able to discuss your residency with CSW, CSW can do so with the proper written authorization.

Also remember that by applying to become a resident of a CSW property, you consented to CSW communicating with you electronically by email and/or text (in addition to regular mail or posting) which continues throughout your tenancy.

## POWER OF ATTORNEY

If you have provided someone with a Power of Attorney, please provide that information to CSW. Where there is a power of attorney that covers financial matters, CSW can communicate with the designated person regarding your account.

## RENTERS INSURANCE

Each Leased Premises (apartment) must maintain renters insurance (either through a single or joint policy) that includes all Lessees and Occupants (age 18 or over) or separate policies for each Lessee and/or Occupant.

Renters insurance covers personal property as well as potential liability exposure, subject to policy exclusions. In the unlikely event of an incident or issue on the premises, your apartment and belongings are totally your responsibility (or the Occupant's if applicable). You are also responsible if you, your guests/occupants/invitees, or your animals cause harm to another person or property (including CSW property). The minimum liability coverage level required is \$100,000.00.

You may obtain renters insurance from any company licensed to serve Virginia. For your convenience, in the FAQs, CSW has provided general information on rental insurance from GFH Insurance Agency, an insurance broker that can help you secure renters insurance. Also, for your convenience, the Buildium portal makes renters insurance available for purchase through a third party. **In no event is CSW ever acting as your insurer or broker.** You should pay particular attention to any policy exclusions. It is totally up to you as the Lessee/Occupant which insurer you choose. Further, CSW will not be responsible for any deductibles or the like on a Resident's renters insurance.

In the unlikely event that there is some issue for which your insurance is triggered, you must cooperate fully with your insurance provider (or otherwise as reasonably directed).

## MAINTENANCE SERVICE

### *Regular Maintenance Service*

Any resident requiring regular maintenance service may either (1) submit the maintenance request through the portal or (2) call the Main Office, 540-989-3653 (which may roll over to the answering service to be received by office personnel on the next business day). All requests must go through one of these centralized functions---you may not ask a member of our team directly to perform a task.

During regular office hours, the office staff will review and dispatch maintenance requests. Maintenance personnel will respond to dispatched maintenance requests based on several factors, such as the time the request is called in, the expertise or equipment needed and the like. Please note the following:

- Emergency maintenance requests are top priority and are dispatched as soon as possible.
- Locking your apartment: When you request maintenance service you may lock your apartment, but, please do not lock/engage your deadbolt because it impedes maintenance personnel from efficiently entering the apartment and performing maintenance. If you engage the deadbolt, please make that note when you are submitting the maintenance request. \*\* You are subject to a \$25.00 fine if the deadbolt is engaged and you failed to notify us that the deadbolt would be locked when you called in your maintenance request.
- Animals: Please secure your animals so that they will not impede the work of maintenance personnel.
- Outside Vendors: Some maintenance requests may require the use of outside vendors. If you have a question about the authenticity of a vendor, contact the CSW office. In some cases, CSW personnel may be initially dispatched to evaluate an issue before engaging the vendor. In other cases, CSW may engage the outside vendor as a first step.
- You may not request that a particular employee perform maintenance in your apartment.
- You may not "schedule" a request (i.e. specify a date or time the request is to be completed), and you may not hold a request in order to try to make the timing convenient for you. While we appreciate that more tenants are working remotely (from the apartment), maintenance issues can damage CSW property, affect other residents and the like. If CSW can anticipate that completing the request will be particularly disruptive, CSW will advise you in advance if possible so as to minimize the disruption. Please understand, though, that most often the maintenance team cannot predict the issue or resolution without being on premises.
- COVID or similar infectious procedures: From time to time, as occurred with COVID, maintenance requests may be prioritized and/or significantly delayed on account of government requirements. Both directly in response to COVID, and as a general matter, if you have COVID, have been asked to quarantine, or have any of the then applicable symptoms, you MUST disclose this information when scheduling the request so that the maintenance team can take appropriate precautions. Even if/when COVID passes, if you ever have any symptoms which could indicate you are contagious, you must notify the Main Office when requesting maintenance.

### *Emergency Maintenance Service*

An emergency is anything that is causing or has the potential to cause damage to property or harm to residents and guests. Emergencies may include: Loss of heat (depending on the outside temperature), loss of electricity or electrical concern, water leaks, air conditioning condensate leak, broken front door lock (so that the door cannot be secured), anything that impedes ingress or egress to the apartment, , gas leak, inoperable toilet (where there is only one bathroom in the apartment), anything that may cause damage to the apartment or building, or as otherwise determined in CSW's reasonable discretion.

**IF YOU BELIEVE THERE IS A CONCERN REGARDING FIRE, CLOSE ALL DOORS, EXIT THE BUILDING AND CALL 911. REPORT THE FIRE, AND THEN CALL 540-989-3653 IMMEDIATELY.**

After hours maintenance service is available for any Emergency Maintenance required between the hours of 4:00 PM and 8:00 AM, and on weekends and holidays. **For emergency requests, ALWAYS call the CSW Office phone number, 540-989-3653.** The answering service will take your information and forward it to maintenance personnel on call 24 hours per day. On-call maintenance personnel will be dispatched to evaluate and address your emergency maintenance request as appropriate (note that maintenance may also call you to evaluate the situation---if you put in an emergency request, please make sure you provide a call back number where you can be reached). Non-emergency requests will be logged and forwarded to the Main Office the following business morning. **DO NOT SUBMIT AN EMERGENCY MAINTENANCE REQUEST THROUGH THE WEBSITE/PORTAL.** If in doubt, please telephone your request.

If the cause of an emergency maintenance request is determined by CSW, at its sole discretion, to be the result of the negligence or intentional action of a resident, guest, or invitee, then the Lessee may be responsible for a \$50.00 emergency service call fee as well as the TOTAL COST to complete the repairs. The total amount due for repairs will be charged to the resident's account on the following business day or as soon as the charges are known. The cost for CSW personnel time shall be charged to resident at \$25/hr.

### **LOCKOUTS**

If you have locked yourself out of your apartment, you can contact CSW to let you in. **Lessees and Occupants are the only individuals who are eligible for lock out service.** You must be prepared to show ID.

There is no charge for lockout service during regular office hours on non-holidays. Lockouts during regular office hours will be dispatched as a regular maintenance request or some other member of the office staff will assist you.

For a lockout during non-business hours, please call the Main Office at 540-989-3653 and maintenance will be paged to assist you. Your account will be charged \$50.00 the next business day (maintenance staff cannot take payment). Be prepared to show proof of identity when you request lockout service. The on-call maintenance person may live off-site, so the person in need of lockout service will be informed of the approximate time it will take the staff member to get to your location.

### **DAMAGE DURING TENANCY**

You must promptly report any damage that occurs to the Leased Premises. If CSW discovers a lease/policy violation or damage to premises that can be remedied by repair, replacement of a damaged item, or cleaning under Virginia law, CSW may make such repairs during tenancy and send the tenant an invoice for payment.

### **RIGHT OF ENTRY**

CSW maintains the right to enter apartments at any reasonable time to inspect or maintain your apartment, any neighboring apartment, or the apartment community.

Unless the required notice is waived, CSW will give at least 24 hours' notice of the intent to enter an apartment (48 hours for pest control), either by general announcement (such as a posting for filter changes) or specific notice. **In the event of an emergency (which may include determining the source of a leak or other maintenance issue affecting Residents who do not live in your individual apartment) or where it is not practical to do so, no notice is required.**

Please be advised that a request for maintenance service provides CSW specifically with permission to enter an apartment to complete the requested service (including necessary follow up), so no further notice is required or will be given from CSW.

As a reminder, if you make a maintenance request, you may lock your apartment (using the bottom lock), but please do not engage the deadbolt. If you prefer to latch your deadbolt, please make sure you note that when reporting the maintenance request so that the personnel coming to your apartment will know to bring the deadbolt key to gain entry. Please be assured that at any time the service or management team enters your apartment, the door will be locked (bottom lock) when they leave.

In extraordinary circumstances, CSW may perform a wellness check if an immediate relative or similar party expresses concern and alarm for the health and welfare and safety of a resident and CSW personnel cannot reach the person in question by other means.

## ELECTRONIC NOTICES

CSW may send notices in electronic form (including email and text). You may always request to receive notices or documents in paper form by notifying the Main Office in writing, but understand this may delay your receipt of personal information and cause you not to receive courtesy announcements or reminders. If you request the same document more than one time, CSW may charge you for the document.

## ASSISTANCE REQUESTS

Due to insurance liability concerns, all staff members of CSW Associates are prohibited from accepting any resident request for assistance with hanging of curtains/blinds, moving and/or removal of furniture, large items, etc. within the scope of their position at CSW.

## PARKING

### *General Parking*

Parking is on a first-come, first-served basis; there are no reserved spaces. Due to fire regulations, motorcycles, motorbikes or any motorized vehicles cannot be parked in apartments or on balconies, patios or in the common hallway area. These types of vehicles must be parked in the general parking lot in a properly marked space.

Do **not** park in front of dumpsters, on the grass, in fire lanes, on the sidewalk, on yellow lines, or on any other area where parking is not clearly permitted. Improperly parked vehicles will be towed at the vehicle owner's expense. CSW contracts with **Fat Boys Towing**—if you believe your car may have been towed by CSW, you may contact Fat Boys or call the office to determine if CSW towed your car.

Driving or parking in the grass is prohibited, including when moving.

There is not a maximum number of vehicles per apartment. All vehicles (for both Leaseholders and Occupants) **MUST** be registered with CSW. All vehicles on CSW property must have current license tags, inspection stickers if applicable, and registration. The vehicles must be operable. Please report any abandoned vehicles, or vehicles not meeting the stated guidelines. CSW will post these vehicles and then if the situation has not been corrected, will call Fat Boys Towing to remove the vehicle from CSW property.

CSW reserves the right to place limitation, or restrictions on where vehicles are parked, in the case of excess vehicles. Oversized vehicles, trailers, or any vehicles containing hazardous materials are not permitted. Also, pods or other storage devices may not be parked in the CSW parking lot without advance written permission from CSW. No commercial activity may take place in the parking lot.

### *Handicap Parking*

Handicap parking is also first-come, first-served unless otherwise denoted on the handicap sign (which is a special circumstance). Vehicles must display the proper credentials to park in any designated handicap parking space. If appropriate spaces are available, Resident(s) (Lessee or listed Occupant of a specific apartment) with disabilities may request additional handicap parking spaces be added to a particular area if space is available (but individual spots are not designated except in special circumstances). Documentation must be provided to the Main Office and verified prior to the installation of the handicap parking sign and with any applicable renewal or the handicap permits renewal if that does not coincide with the lease renewal. Remember that these spaces are not personally reserved, but only those vehicles with the properly displayed credentials are allowed to park in the designated handicap spaces. In addition to remedies available under the Lease, anyone parked in violation may be towed at the vehicle owner's expense.

or ticketed by the local police. Please keep in mind that it is your responsibility to ensure that your guests park properly.

If your parking status changes and you no longer have a valid handicap parking permit, please notify the office promptly.

#### *Types of Vehicles/Current Registration*

It is important that all vehicles be registered with CSW. All vehicles on CSW property must have current license tags, inspection stickers if applicable, and registration. The vehicles must be operable. Please report any abandoned and unused vehicles or vehicles with expired tags seen in the community to the Office. These vehicles will have a notice posted on them and then be towed at the vehicle owner's expense if they are not brought into compliance with the current policy.

Abandoned, unused or non-operable vehicles cannot be parked on the premises at any time.

#### *Accidents or Issues in the Parking Lot*

In the unlikely event of a motorized vehicle accident, theft or vandalism, please call the local police. Also, please advise the Main Office of any such events after you have notified the police. Please report any inappropriate activity or loitering observed in the parking lots to the local police and then to the Main Office. Your observance helps to protect you and your neighbors.

#### *Prohibited Vehicles and Activities*

Any oversized vehicle or recreational vehicles such as boats, trailers, RV's, and campers are not allowed in the parking areas. In addition, personal storage containers (pods or the like) are only permitted with prior approval from the Main Office for a short period.

No vehicle repairs, car-washing or maintenance (oil change, etc) is permitted in the parking lot or on CSW premises.

#### *Vendor Parking*

Keep in mind that contractors who are working in the common areas of the buildings or in individual apartments may be temporarily parked in a manner to facilitate their task at hand. Please be considerate of their effort to efficiently do their job.

#### *Inclement Weather*

At all times, the bumper of any car should not overhang the curb, but particularly when snow removal or salting may take place.

Please observe these rules and be considerate of your neighbors. Should there be a parking problem, please contact the Main Office.

## **OCCUPANTS, VISITORS AND GUESTS**

Lessee(s) are responsible for all actions of their Occupants, visitors and guests and should review pertinent policies and regulations with them. CSW may ban any guest, visitor, or Occupant at any time upon written notice to Lessee(s) and it shall be the responsibility of LESSEE to ensure that such rejected person is not on the Premises. Occupants are individuals who remain on their premises for more than seven (7) consecutive days in any 30-day period or more than fourteen (14) non-consecutive days in any given 30-day period. Also, if a person receives mail directly at the Premises, you must register the person as an Occupant with the Main Office.

All Occupants must be identified on the rental application. As described in the Application Criteria, Occupants age 18 and over must submit to a background check, pay a screening fee, and carry/be covered by Renters Insurance. If, after a Lessee's tenancy is established, he/she needs to add an Occupant to the tenancy, such individual must be identified to CSW in advance, and the proposed Occupant is subject to the previously listed requirements (background check, fee, and renters insurance). Occupants may only be added with the consent of CSW and at the request of all Lessees.

Occupants, once registered, have certain rights with respect to the premises. See the Occupant FAQs. Occupants are subject to rejection or removal at any time by CSW.

Lessees and Occupants are counted toward the maximum occupancy of the premises. You may not exceed the maximum occupancy for the apartment as defined by CSW in the Application Criteria.

All identified Occupants (who are age 18 or over) must carry/be covered by Renters Insurance and are subject to a background check. If a pre-existing occupant refuses to submit to a background check, he/she will be automatically barred from the Leased Premises. Also, CSW may require an updated background check in its reasonable discretion.

### **BICYCLES/SCOOTERS**

Please keep in mind that you may not store bicycles, scooters or the like in the hallways, breezeways or patios area of the building. You also may not store bicycles, scooters or the like on your balcony or patio, or store/park bicycles/scooters on the lawn or any landscaped area. To the extent CSW provides any bike racks or the like, residents use those at your own risk.

### **SPEED LIMIT**

For the safety of all, please adhere to the speed limit of 10 (ten) miles per hour, unless otherwise marked, in the community parking lots and Stratford Park Drive. Also note that area school buses will make stops in and around the communities. Please follow all traffic regulations and use additional caution.

### **MOVE-IN INSPECTIONS**

When a tenant moves in a specific apartment, the tenant in conjunction with a CSW representative will complete a move-in inspection of the apartment to document the condition and any pre-existing damage to the apartment. At least one lessee must be present for the move-in inspection. Lessees receive a copy of the move-in inspection. You have five (5) days after move-in to report any additional exceptions to be considered for the move-in report.

### **SOCIAL GATHERINGS**

Plan carefully when you invite guests. Do not issue open invitations because you are responsible for actions and damages of guests, whether invited directly by you or not, while they are on CSW premises (including but not limited to, your apartment, any other apartment, building hallways/common areas, parking lot and the premises therein).

For social gatherings at your apartment, please consider the following:

1. Keep windows and patio/balcony doors closed. If it is warm outdoors, please adjust the air conditioner as needed.
2. Please maintain guests inside the confines of your apartment with the entrance door closed. AND PLEASE...advise your guests not to linger in the building's entrance, hallways/common areas, stairwells, or parking lots.
3. Alcoholic beverages in cups, bottles, or cans must be kept inside the apartment. You, as the resident, are responsible for abiding by all applicable city, state and federal laws relating to alcohol consumption or any other activity.
4. Restrict attendance of family/friends to an appropriate number and do not admit people whom you do not know or cannot control.
5. As a courtesy to other residents, please do not allow guests to park in spaces closest to the buildings, block entrances to building areas or to park in any grassy area. Remember, any improperly parked vehicle will be towed at the owner's expense.
6. Please remind your guests that CSW has a strict Non-smoking policy (except in designated areas) and a strict policy prohibiting marijuana.
7. Quiet hours are from 10 pm until 8 am, regardless of the day of the week.

### **NOISE (COMPLAINTS)**

Apartment living requires consideration for others, especially where noise is concerned. Since most noise problems are not due to residents being intentionally inconsiderate, but due to a lack of awareness of the problem, we suggest that polite, personal contact with the noisy resident will solve most situations. As a last resort or if after office hours, contact the local police for corrective action. We also ask that you notify the Main Office on the following workday, giving the apartment number of the offending resident and the circumstances surrounding the complaint.

If there is a significant issue or repeated problem, please follow the complaint procedure (which is reviewed later in the handbook).

**CONTINUED COMPLAINTS WILL RESULT IN WARNINGS AND POSSIBLE EVICTION UNDER YOUR LEASE CONTRACT.**

## **SUPERVISION**

Help us ensure the safety and protection of our residents, visitors, and occupants, including children. Do not allow anyone to play near construction sites, in dumpsters, parking lots, hallways, entryways, roadways, stairs, laundry rooms, storage areas, or other hazardous areas. Be especially careful concerning locations for the use of sleds, bicycles, etc. If you permit any minor to be unsupervised at any time or to engage in recreational activities on any CSW property, you are assuming all risk of injury to the minor or other person, up to and including death. Please review the safety steps in case of fire and caution all residents, occupants, and visitors. Please check our pool rules concerning required supervision for swimming and use of the pool area. Children are not permitted to climb, run or play in the common areas or on the stairs at any time or to take actions (regardless of the time of day) that would disturb other tenants (such as doorbell pranks). It is dangerous for the children and other residents and it also disturbs other residents in the building. Children must be supervised at all times in the parking lot.

## **ENTRY HALL**

According to fire regulations, the entry halls must be clear at all times to provide a safe passage for all residents and guests. Please be aware that it is a fire hazard to store any items, including bicycles, in the entry halls, stairwells or common areas of the buildings.

Plants or small furnishings are only permitted near your front door if the door to your apartment has an inset (or alcove) back from the common passageway. In no event should any item block access or passage through the common hallway, stairwells or any apartment homes. If an item is being stored in the breezeway, stairwell or common area, CSW may remove it without prior notice and a \$25.00 charge will be assessed to the Resident's account. As a reminder, plants may not produce anything edible.

## **ITEMS/ACTIONS NOT PERMITTED**

Given the nature of multi-family housing, or in some cases local ordinances, there are certain items that are not permitted to be maintained by residents. Actions/items that are not permitted are as follows:

- Any illegal activity, even if inside your apartment; any activity, even if otherwise legal, that is prohibited by this Handbook or CSW policy
- Any activity that would pose a risk of harm or damage to themselves, other persons, or CSW property
- Satellite dishes (or similar equipment that would be affixed to the building or sitting on the balcony/patio)
- Birdfeeders (indoor birds are subject to the Animal Policies), birdbaths, or any item that invites or permits standing water
- Clotheslines or any other hanging items (on balconies or patios, including awnings and rails)
- Water Beds
- Propane gas grills, charcoal grills or the like, as well as fire pits (prohibited within the confines of any apartment building balcony, patio or grounds area) are not permitted; electric grills are permitted for use on patio/balcony only (and must be attended at all times)
- Kerosene heaters or any other type of space heaters
- Singular or multiple fish tanks over 10 gallons in size in one Leased apartment
- Candles or the like, if left unattended

## **NO ITEMS GROWN FOR HUMAN CONSUMPTION**

Residents are not permitted to grow or develop any item, even for personal use, that is designed for human consumption/ingestion/use (for yourself or others), including but not limited to produce (fruits or vegetables), wine/alcohol, herbs, marijuana plants, mushrooms, etc. As a reminder, any commercial activities/businesses that are conducted on CSW premises must be pre-approved by CSW and are subject to restriction.

## **NO ILLEGAL ACTIVITY**

Even if contained inside the leased premises, the sale, use or consumption of any illegal substance (whether prohibited at the state or federal level) is strictly prohibited and a Lease violation. Illegal activity of any kind is strictly prohibited, whether or not the applicable authority elects to prosecute such activity (if applicable).

## **OVERLY STRONG SMELLS**

The use of products, or activities or actions, that create an overly strong smell that can travel between apartments or into the hallway, is not permitted. Failure to care for animals properly can also result in an overly strong smell that is prohibited. Smell residue from any source, including, but not limited to permitted or prohibited items such as air fresheners, tobacco, marijuana, incense, hygiene, animals or similar items, is highly likely to impact the condition of the apartment (walls, carpet, etc.) as well as affect nearby tenants. As a reminder, Lessees are responsible for damage to apartments, whether by permitted or prohibited behavior. Eradication of smells can be very difficult and costly.

## **SIGNS / NOTICES / FLAGS**

No signs or the like may be attached to the exterior of any CSW building. Where there is already a flag pole installed that is associated with the premises, only the American Flag may be flown. Affixing a flag pole to the exterior of a CSW building requires prior approval. Small yard flags or banners are only permitted if those are apolitical. CSW may require the removal of any item on the exterior

Residents may not place any signs (whether political or otherwise) or other advertising matter on or in windows, hallways, doors, mailboxes, or outside the building (including resident's patio or balcony). Residents may post items of universal interest (such as a found item) on the bulletin board in the common area near the mailboxes; no political or offensive messages are permitted at any time. Please remember to remove obsolete notices in a timely manner. CSW, in its sole discretion, may remove any notice at any time for any reason.

Newsletters, notices and memos to the residents from CSW may be posted on the apartment door, in the entry hall or breezeway or the entry door to the buildings.

## **LAUNDRY**

Except for the apartments in the gas buildings of Chateau Riviera, each apartment is equipped with a stack unit washer and dryer. Please be considerate of your neighbors—do not use any washer or dryer between 10:00 p.m. and 8:00 a.m. Use during these hours will result in a noise violation.

The gas buildings of Chateau Riviera have common area laundry facilities. Please observe the posted rules in the laundry room, including proper use of the facilities, securing the facilities, and the like. Those rules are hereby incorporated by reference.

The laundry rooms are only for use by the residents of 1801 and 1817 Braeburn Drive, or with specific permission.

## **LAWN AND LANDSCAPED AREAS**

We appreciate your efforts in helping us maintain our community as a source of pride for you and your neighbors. Our first-floor residents may enjoy helping with the landscaping in the immediate area outside their apartment. However, no edible vegetation is permitted. Motorized vehicles of any kind are not allowed on the grass areas for any reason (including when you are moving in or out). Damages resulting from this will be charged accordingly. Please walk animals away from the landscaped areas and the areas near sidewalks or patios; remember, animal owners must pick up after their animal—refer to the Animal/Pet Rules for more detailed guidelines. Fines will apply for failure to properly pick up and dispose of animal waste. CSW uses an outside vendor to mow the grass and perform related services; a specific day for mowing cannot be guaranteed. CSW may also trim shrubs and bushes as it sees fit.

## **YARD SALES/ESTATE SALES**

Except to the extent facilitated by CSW, yard sales are prohibited within the community. Indoor estate sales are permitted but must be pre-approved by CSW Management. All regulations outlined herein must be complied with and the resident is responsible for any invitees associated with a sale.

## **MAIL DELIVERIES**

As a registered resident of the community, a mailbox is assigned to you, and two mailbox keys are included in your apartment key set. If your mailbox key is lost, check with the Office for the replacement cost and payment. Mail should only be delivered to lease holders and registered occupants.

## **TRASH**

Proper disposal of waste items is critical not only for the environment, but also for the benefit of residents in a multi-family community. Proper disposal includes promptly removing all trash from the buildings, selecting the correct

receptacle, placing items completely in the appropriate container (never placing items next to, or around, the receptacle), and properly closing the receptacle after placing trash in the receptacle. Never remove items from any community trash container or dumpster (it is both dangerous and illegal). Resident trash left in hallways, under stairs, placed in laundry room trash cans, storage areas, or otherwise improperly disposed of will result in a fine to the resident. Only CSW residents (for household trash associated with the Leased Premises) may use the dumpsters. If you observe anyone misusing any trash receptacle, please report it to the office immediately. Please note that the dumpster areas may be under video surveillance.

There are two types of receptacles for items that need to be discarded: regular trash dumpsters and roll-off dumpsters. Note that because of frequent cross-contamination, CSW removed the recycling bins.

#### *Regular Dumpsters*

Regular dumpsters are located in close proximity to each building. If your dumpster is ever full, please use an available dumpster at another location to deposit your trash. You must NOT place items next to or around the dumpster. All large boxes should be broken down or cut up before being recycled or thrown away. Please refer to Regular Non-Hazardous Garbage Dumpster Service Addendum for schedule and other information.

#### *Large Items/Roll Off Dumpsters*

Brandon Point and Chateau Riviera each have a roll off dumpster. The Brandon Point roll off is located at the bottom of the hill next to the maintenance shed (near building 3816). At Chateau, the roll off dumpster is located behind the 1737 building. Unwanted household furniture should NOT be placed into the regular dumpster or the area surrounding the dumpster—large items must be placed in the roll off dumpster. You can also take furniture to a waste center or may have it picked up by a local agency (such as the DAV, Salvation Army or Goodwill) if you make proper arrangements.

## **GARBAGE DISPOSAL/GREASE**

#### *Generally*

The garbage disposal is an important feature of the apartment, but it is also often misunderstood. The garbage disposal in your kitchen is to be used for *certain food waste only in modest quantities*. Certain types of waste cannot be effectively processed at all by the garbage disposal. Please see the attached *Garbage Disposal Guidelines* for more details; it is important for you to understand these guidelines because you can and will be charged for misuse of the garbage disposal.

#### *Grease*

Grease is generally unavoidable, but proper disposal of grease is absolutely required. There are several myths that need to be debunked. There is never a right way to put grease down the sink/garbage disposal---running water does not make a difference, there is nothing you can add to the grease to change the fact that grease will absolutely clog pipes. Grease must be disposed of in the trash (taking care if it is hot). There are containers/receptacles that are designed to have grease poured in for it to set and be more easily disposed of.

## **HOLIDAY DECORATIONS**

CSW appreciates that Residents take pride in their home and want to decorate for various holiday seasons. Decorations should never be offensive and should be taken down after the applicable holiday. Patios and balconies can be decorated, keeping in mind the other provisions of this Handbook (such as properly securing items) always apply.

Wreaths are permitted on the door, but may not cover more than 1/3 of the door and must be flame retardant. Please make sure your apartment number remains visible. Decorations, particularly decorations used in the interior areas, should never be flammable. You may only decorate in the hallway outside your apartment (other than a wreath that meets the requirements) if your apartment has an alcove area (an area that is inset from the hallway). Under no circumstances may any decoration or item be placed in a hallway that could impede ingress or egress.

Also, one needs to be considerate when placing items in a way that are viewable to other tenants (such as messages on exterior door). CSW asks that each person exercise the tolerance with items displayed by neighbors. CSW reserves the right to ask that any material be removed from an area that is visible/affects others. CSW will consider numerous factors, including complaints (or lack thereof) from neighbors when considering a particular item.

## PIANOS / INSTRUMENTS

Pianos/ Musical Instruments are allowed in the apartments only with the prior approval of CSW. CSW may also direct placement within the apartment. If noise complaints result from use of a piano or any other musical instrument, the resident may be required to remove it from the property.

## STORAGE AREA (CHATEAU ONLY)

Additional storage space is available for lease in certain buildings at Chateau Riviera only. Use of any storage area is subject to the Storage Unit addendum, which includes a description of items that are not permitted in the storage area. If you are a Chateau Riviera resident and wish to lease a storage area, contact the Resident Manager. Residents from Brandon Point are not eligible to lease Chateau Riviera storage areas.

## SMOKE DETECTORS/CARBON MONOXIDE DETECTORS

The smoke detector alarms are installed to provide early warning against smoke and may be battery operated or electric. You may not block or disable the detector. If you receive a low battery signal (beep) you may replace the batteries, if you choose, but, if not, you must report the inoperable smoke detector immediately to the Main Office number. The smoke detector will be in operation at the time of move-in. CSW also tests the smoke detectors periodically, generally in connection with one of the regular filter changes. CSW will provide an annual certificate confirming that the required inspection was done. However, it is the resident's responsibility to notify CSW if the detector light goes out or when there is a warning beep. Occasionally the alarm signal may be heard for a brief instant in a random manner due to voltage surges caused by electrical storms, etc. If your alarm should go off and there is no smoke, call the Office for service.

Tampering with any type of fire alarm, including smoke detectors, is prohibited by law. **DO NOT DISCONNECT THE APARTMENT SMOKE DETECTOR OR THE SMOKE DETECTOR IN ANY COMMON AREA!!** Since State Law requires that the detectors be in operation at all times, YOU, the resident could be held liable for damaging or deactivating this fixture during your residence while it is in operation. Please help us in maintaining the smoke detectors for everyone's safety by calling CSW if you feel it is not operating properly. Your cooperation is greatly appreciated and could save your life or the life of someone you care about.

If a smoke detector in a common area is beeping or not working properly, YOU MUST notify the Office immediately.

Some smoke detectors in the Chateau Riviera Gas Buildings also detect carbon monoxide levels. Other apartments in the Chateau Riviera Gas Buildings have independent carbon monoxide detectors. If you live in the gas building and your detector is sounding an alarm, but you do not see smoke, you should still contact emergency personnel as well as the Main Office given the risk of carbon monoxide.

If you live in a non-gas building and wish to have a carbon monoxide detector installed, CSW will do so upon request, but CSW may require reimbursement for the cost of the equipment and labor.

## HEAT AND AIR CONDITIONING

For normal satisfactory operation, it is recommended that the thermostat be set at 65 degrees in the winter and 75 degrees in the summer. When you are changing from cooling to heating or vice versa, allow about five minutes to elapse between the time you turn one OFF and the other ON. The unit will need time to energize itself; otherwise, the unit will be damaged. Please keep vents clean and unobstructed. Accumulation of dust or an obstructed air flow can affect the efficiency of the system. For your system to work most efficiently, please remember to keep the doors to your bedrooms open to allow for proper airflow. Closing off a room will make your system work harder and result in more wear to the unit and greater utility cost. When adjusting the temperature, never adjust more than three degrees at a time.

We also remind you that it is to your benefit to keep your drapes or blinds closed in the summer to keep the sun from heating your apartment. Conversely, keeping your drapes or blinds open in the winter can help the sun keep your living area warmer.

For the safety of everyone, kerosene heaters and other space heaters are prohibited.

Do not turn your heat off if you are away during the winter months due to the risk of your pipes bursting and causing excessive damage to the building and to your personal belongings. While away, maintain your thermostat at a minimum of 60 degrees or above.

CSW reserves the right to bill residents for improper and excessive use of the equipment and utilities.

If you have any issue with your heat or air conditioning, first check to make certain that there is not a “low battery” indicator on the display. If the display is not working, the unit will not work. Also keep in mind that air conditioning malfunctions do not constitute an emergency. Inoperable heat may or may not be an emergency depending on the temperature.

### **FILTERS**

The CSW staff will periodically change the filters in the heating and air conditioning systems. Notice (typically through email or posting on the doors or bulletin boards) will be provided for upcoming filter changes/inspections. Any articles that might interfere with filter changes or related maintenance must be moved (generally, there is no storage in utility closets). Also, on the dates posted for the filter change, use only your bottom lock. If you intend to lock your deadbolt on the filter dates, you must call the Main Office in advance so that personnel will be able to efficiently gain entry to your apartment. If you fail to notify the office that you have engaged your deadbolt on the day you are scheduled to have routine maintenance, there will be a \$25.00 charge levied against your account.

**Please note that it is against fire regulations to store any items in your heating and air conditioning closet and/or in the water heater closet.**

While changing the filters, the maintenance staff will check your apartment for compliance with rules generally and to identify preventive maintenance work. Such work includes, but is not limited to, checking for water issues, and the general condition of the apartment. Work orders pertaining to observed items will be created and a maintenance person will return at a later date to address the noted items. Our staff is not able to take any other work requests from residents during this time; the resident must enter non-emergency requests thru the portal or call their request in to the office telephone number, 540-989-3653.

You may not refuse entry for filter changes/inspection. CSW is also not generally able to accommodate scheduling requests from tenants. Animals should be secured for these visits. If the deadbolt is engaged, CSW may impose a fee.

Also note that CSW may use the filter materials from your apartment in connection with the filter change in order to determine if there has been smoking/marijuana use in the apartment.

### **COMMON AREAS**

Each CSW building has common hallways, stairwells and the like. Lessee(s) and their occupants, guests, and invitees should at all times act respectfully in the common areas. Horseplay, running, yelling, or similar activities are not permitted. The doors to the common areas should not be propped open. Also, CSW is not responsible for any items left in the common areas. As noted above, smoking is not permitted in any common area or recreational area.

### **BALCONY OR PATIO**

Private balconies or patios are provided with each apartment so you may enjoy indoor- outdoor living. In consideration of your neighbors, you may not empty vacuum cleaners, or shake mops or rugs from your balcony or patio (or any similar activity that can drop anything onto persons below). Plants or other accessories must be storm weighted and should be brought inside if dangerous weather is anticipated or experienced. **CLOTHESLINES ARE NOT PERMITTED ON THE BALCONY OR PATIO, NOR MAY CLOTHING OR OTHER ARTICLES BE HUNG FROM OR PLACED ON BALCONY RAILS, WINDOWSILLS, SIDING OR EAVES.**

You must comply with applicable fire codes regarding ingress and egress, including with respect to the balcony/patio. Balconies and patios are not storage areas. Specifically, items such as motorcycles, boats, signs, doghouses, cat litter boxes, etc., are not to be kept on your balcony or patio. These areas should be maintained in a neat and orderly manner at all times. No upholstered furniture or indoor furniture is allowed on balconies or patios. Flammable items such as gas, kerosene, lighter fluid, etc. should not be stored on your balcony or patio. Tiki torches are also prohibited. Seasonal or otherwise appropriate lighting is allowed but CSW reserves the right to ask residents to remove the lighting if out of season or inappropriate. See also sections above regarding prohibited items (such as signage, satellite dishes).

### **EQUIPMENT**

CSW reserves the right to move, relocate, or alter provided equipment (where applicable) such as dumpsters, bike racks, storage, etc. without notice.

## REASONABLE ACCOMODATIONS OR MODIFICATIONS

If you have a physical or mental disability and need an exception to a CSW policy or physical modification to a CSW structure that is directly related to that disability, please contact the Main Office to understand the process and the potential financial obligation for you. Note that accommodations or modifications will be reviewed in good faith, but are never made retroactively (meaning you must comply with the applicable policy until the request has been not only submitted, but approved by CSW). It is your responsibility to identify any issues and complete the process (which generally involves certification from the appropriate medical professional).

## ALTERATIONS

Most alterations to the apartment cannot be permitted and would result in charges for the expense necessary to return the apartment to its original condition. Please contact the Resident Manager or Office if you have a question about a proposed alteration to the apartment. Non-CSW vendors are not permitted to make any alterations to CSW property. Any and all alterations must be approved in advance in writing. CSW reserves the right to revoke prior approval of an alteration.

## GLASS AND SCREENS

For your convenience, our maintenance staff will replace any broken window or torn screens. If the damage was due to the fault of you, an occupant or guest, you will be charged for material and labor.

## ELECTRICAL FIXTURES

Each apartment is equipped with a circuit breaker in case of power overload. Contact the Main Office in the event of any electrical problem. In case of a general POWER FAILURE, please report difficulties to your power provider.

Light bulbs will be supplied upon initial occupancy. Replacement bulbs are the residents' responsibility; however, the maintenance staff is happy to replace them during regular business hours if you provide the bulb. If CSW provides bulbs, there will be a charge of \$7.00 dollars for each bulb, as specified on the Cleaning & Replacement charge addendum.

## PLUMBING FIXTURES/ITEMS PROHIBITED TO BE PLACED IN TOILETS/SINKS

All plumbing fixtures should be used only for the purpose intended. THE ONLY ITEMS APPROPRIATE FOR DISPOSAL IN THE TOILETS ARE HUMAN WASTE AND A LIMITED AMOUNT OF TOILET PAPER. To be clear, no other items--disposable diapers, wipes (*even if marked on the packaging as disposable*), kitty litter, rags, toys, medications or illicit materials, rubbish, or feminine hygiene products- should ever be placed in toilets (or any drain). All such waste must be placed in trash containers and disposed of properly in the dumpster (secured to contain foul odors).

If you experience any drain issues, you MUST call the Main Office.

You may not place any chemical products in the drain system (even if it appears to be the intended use of the product). Products that are corrosive to the pipes (such as drain cleaners), should never be used in the apartment. If you experience any drain issues, please contact the Main Office.

If it is reasonably determined that you place any prohibited item in a toilet or drain or use any chemicals whatsoever in the plumbing system (or otherwise cause damage to the plumbing system), you will be charged all fees and damages.

## PEST CONTROL

As part of our service to our residents and to promote a positive multi-family environment, a pest control company has been contracted to service the community each month. During this visit, the exterminator will complete regularly scheduled exterminations, will handle specific resident requests and will treat the common areas of the community as appropriate. Your apartment building is treated on a regular schedule while seeking to limit unnecessary use of chemicals. Special requests can be handled through the Resident Manager or Main Office.

If you wish service in your apartment, please contact the Main Office. It is important to report any issues immediately. Failure to do so may result in damages.

It is your responsibility to help prevent issues. Please keep your apartment clean and store foodstuffs properly. If you have animals, you must use appropriate flea prevention and treatment measures.

If your apartment is being treated, you must prepare your apartment according to the applicable instructions provided (which may include removing kitchen utensils and foodstuff) and comply with any requests from the pest control professionals. Also, animals must be secured so that they do not interfere with the extermination process. The effect of the extermination will not always be noticeable immediately. Often, there is increased activity. The effective killing power of the chemicals used is generally between 60-90 days. Please call the Main Office if you still see pests in your apartment after 7 days. It may be necessary to have several treatments within the requirements of repetitive spraying of chemicals. Depending on the nature of the issue, all apartments in a building may receive mandatory exterminating. We ask for your cooperation; even if you don't have a problem, your neighbors may and we want to prevent problems from spreading. Very often the best or only solution is to spray the entire building.

Please help us with preventive maintenance for your benefit as well as the benefit of others. Please see the attached *Pest Control Policy* addendum. The Policy outlines when you will be charged for pest control (such as in the case of bed bugs).

### **SWIMMING POOL**

Please see the attached *Swimming Pool Rules*. Note that residents of one community may only utilize the amenities of that community unless otherwise specifically communicated.

### **TENNIS COURTS (BOTH COMMUNITIES) & BASKETBALL COURT (BRANDON POINT ONLY)**

The tennis and basketball facilities are available on a first-come, first-served basis. With respect to all residents, we ask you not to hold the courts longer than one hour at a time. If no one is waiting, you may extend play until others arrive to use the facility. With due consideration, CSW respectfully requests you give up the courts at that time.

As of July 2020, both tennis courts are in need of repair and CSW is considering the appropriate path forward with respect to each amenity based on current and historical resident usage, maintenance issues or considerations, and the like. Further, the basketball rim may not be operational. Please follow any posted signs; as well, the use of these amenities, in any condition, is at your own risk.

CSW has contracted for the repair of the Brandon Point Tennis Court and Basketball Court. Once completed, residents of both complexes may use the Brandon Point Tennis Court and Basketball Court. The use of the Chateau area has been observed for some time. It appears that residents benefit from the enclosed area, even if not suitable as a tennis court. CSW expects that the Chateau court will remain with the current non-tennis use for the foreseeable future.

### **COMPLAINTS**

Your Lease requires your compliance with our rules and regulations and encourages you to advise us in the event that any of your neighbors are not in compliance with these rules.

*If you have a complaint about another member of the community—*

CSW suggests, that in most circumstances, it is good for you to address the issue directly, but politely, with your neighbor when the situation first occurs. Often, individuals are not aware of how their behavior is affecting others. For CSW to take timely action on a complaint regarding non-compliance with any CSW policy or rule, the complaint must provide specific details. We strongly recommend you submit any complaints in writing by using the complaint form, but CSW may consider verbal complaints. Where an issue relates to the safety of individuals or property, CSW reserves the right to act on a complaint that the complaining party has not put in writing. While CSW will try to handle issues discreetly, it is not always possible to keep complaints anonymous. Depending on the nature of the complaint, CSW may take a range of actions, including but not limited to meeting with the individuals involved or providing notice to the person(s) violating the rules to cease the offending behavior.

CSW also may act on non-compliance which CSW personnel or vendors observe, as well as for actions that are reported to law enforcement.

*If you are the subject of a complaint—*

If CSW receives a complaint from another member of the community or if CSW personnel (or a regular vendor) observe a violation of the Lease or Handbook, CSW will process the complaint based on the nature of the issue, which often includes talking to all the parties. This process may include, but is not limited to, issuing a fine, issuing a notice to cease the offending behavior (as otherwise outlined in this Handbook), a discussion that includes all parties to an issue, or referral to the appropriate authorities if the offending behavior is potentially illegal in nature.

## **VIOLATIONS OF LEASE OR CSW POLICIES**

If you violate a lease or policy provision, there is a range of actions that may be taken. CSW reserves all its rights under law. The following describes the general process and categories but note that there are additional options or processes in the event of particular circumstances that are described elsewhere in this Handbook (e.g. nonpayment) or are available under law.

If there is a material noncompliance with the lease or a policy, then CSW may notify the lessees that the lease will terminate thirty (30) days after the notice if the breach is not remedied in twenty-one (21) days.

If the breach is of a nature that is not remediable, then CSW may provide notice of such acts/omissions including the statement that the lease will terminate upon a date that provides at least thirty (30) days' notice to the lessee(s).

In certain circumstances, CSW may terminate the lease immediately and seek possession of the apartment--such as if there is illegal activity or a threat to the health or safety to others.

## **LOCKS AND PEEPHOLES**

For each apartment, CSW provides two locks on the front door—the bottom lock and a second deadbolt lock. The main apartment door also contains a peephole. For residents on the first floor, some of the patio door locks are keyed (with a single lock). Sliding glass doors can be further secured, either with a permanent mechanism or by placing a bar in the track of the door. Please contact the office if you wish to further secure any door. All windows have locks on them. You should not disable or dismantle any lock. Also, please notify the office if any lock is inoperable.

## **VIDEO SURVEILLANCE BY CSW**

CSW reserves the right to install video equipment anywhere on its property, including but not limited to laundry rooms, dumpster areas and the like. There may or no may not be additional signage in a particular area. The equipment may capture video, audio, or both.

## **VIDEO SURVEILLANCE BY RESIDENTS**

As a reminder, any alteration to the premises must be approved in advance and completed by an approved contractor. CSW does not permit residents to install video or audio recording equipment in his/her apartment, including but not limited to video doorbells, video security systems or the like. While this equipment may provide some potential benefit to the resident, it presents numerous potential issues with respect to capturing images/video of other individuals. In addition, there are legal constraints that likely limit any potential benefit to the resident.

## **PHOTOGRAPHS/IMAGES IN COMMON AREAS OR SPACES**

CSW property extends to a substantial area around each of the complexes, including the parking lots. In the case of Brandon Point, CSW also owns the driveways and road up to the adjoining complexes. As such, CSW controls the ability of individuals to take pictures or videos on its property. The following are some guidelines:

--CSW may take pictures or video in any common or general area at any time (interior or exterior), or inside any leased premises for any legitimate business purpose (i.e. to document condition of an item, noncompliance, etc) without further notice to residents, guests, etc.

--pictures may be taken by residents or associated guests and visitors of CSW property to document rule violations ( provided that there is no harassment of individuals) or to aid in a report of a maintenance issue, or the like

--pictures may be taken of individuals or objects on the property with consent of the individual being photographed

--at all times the actions of all leaseholders, occupants and guests must be in compliance with applicable law

--any pictures that are taken in violation of this policy must be destroyed at the request of CSW

--CSW may require that any images taken by a leaseholder, occupant or guest be provided to CSW if there is a legitimate business interest in the images

--note that recordings with audio are subject to certain requirements under law

## **SPECIAL PROVISIONS FOR CERTAIN PERSONS (MILITARY & ABUSE)**

There are special provisions under law for military personnel or victims of family abuse, sexual abuse, or criminal sexual assault. Please contact the office if you wish to discuss these special circumstances. There are also special provisions if a resident abandons property, or in the event of a lessee's death. See the separate attachment "What Happens When a Leaseholder Dies" for information on that circumstance.

## **SNOW REMOVAL**

Snow removal is a shared responsibility between residents and the maintenance team. Our team works very diligently to remove snow and ice from the parking lot and sidewalks. We recommend that residents have a broom, snow shovel, ice scraper and de-icer on hand to personally remove snow from and around their vehicles.

Although our team is outstanding, we cannot be everywhere at once so please be patient when calling about snow removal requests. Also, all residents and guests must take steps to enable efficient snow removal. At all times, the bumper of any car should not overhang the curb, but particularly when snow removal or salting may take place. This step will help our snow and ice removal team when clearing the sidewalks and making them safe for passage. Additionally, please report any extremely hazardous areas to CSW so we may give such areas our immediate attention.

## **SOLICITING**

No soliciting or handbill distribution is permitted on the premises. Please contact the Main Office if you encounter this situation.

## **FIRE EXTINGUISHERS**

Fire extinguishers have been placed in each building. The fire extinguishers have been inconspicuously marked for identification should they be stolen. Misusing this safety device will require payment of all damages including recharging of the fire extinguisher. Reporting a violator might prevent the loss of life or property should a fire occur. Anyone found with a CSW fire extinguisher in his possession, other than for fire use, will be fined. If you have a fire and legitimately discharge the fire extinguisher, you are required to report it to the Main Office immediately so that the extinguisher may be recharged for future use. If you witness anyone misusing the fire extinguisher or notice an extinguisher missing, please contact the Main Office immediately.

## **GRIP BAR INSTALLATION**

If you wish to have a grip bar installed in your bathroom(s), please contact your Resident Manager and refer to the Grip Bar Installation Agreement.

## **HOUSEKEEPING**

It is the Resident's responsibility to take proper care of the Leased Premises, even though much of the premises may be outside the daily view of others. Regular cleaning (to help prevent pests, control odors, etc.) and promptly reporting any repairs needed to the Main Office are required. Lack of notification may result in the Resident being charged for repairs and replacements due to the delay in reporting.

CSW has the right to make repairs, renovations and alterations at reasonable times. If the apartment is damaged in excess of ordinary wear and tear, generally speaking, CSW will make such repairs and replacements to return the apartment to its original condition and the resident shall pay the cost.

Do not empty car ashtrays in the parking lots or discard trash (including cigarette butts, soda cans, candy wrappers, or papers) on the grounds. Violations will result in fines.

## **QUIET HOURS**

Quiet hours are observed from 10:00PM to 8:00AM. We ask your consideration of others in the building during these times by keeping noise to minimum levels. Please turn down stereos, televisions, etc., and refrain from using washing machine/dryer, dishwasher, garbage disposal, vacuum cleaner, exercise equipment or other device that makes excessive noise.

## **LEASE RENEWAL/NONRENEWAL**

As your Lease Termination Date approaches, you will be emailed or mailed a letter which outlines your lease renewal options or identifies that your lease is not eligible for renewal. Just as you can choose to not renew your lease, CSW reserves the right to not renew your lease for any reason, or no reason at all. Please see attached *Lease Options* for more information. As a reminder, Lessees are responsible for the rent and utilities until the lease ends.

# MOVING CONSIDERATIONS

## NO SUBLETTING/EARLY TERMINATION

Your lease is a legally binding contract. The lease outlines what you can expect from CSW and what CSW can expect from you. In the lease you have agreed to pay rent for a specific length of time and at a mutually agreed upon rental rate (and additional fees, if applicable). You cannot unilaterally reduce the term of the lease by moving; you cannot change the rent. CSW has the right to take legal action for damages and rent for any breach of the Lease.

Subletting is not permitted. CSW does understand that certain circumstances may arise that cause you to need to make a change that does not coincide with the lease end date. See Relinquishment of Leased Premises Prior to Lease Termination for a more detailed description of what will take place if you find that you must move before the end of the lease.

## MAJOR EVENTS

Other major events may impact your residency. The best thing to do is to call the Main Office and talk through your specific situation. In particular, if you are in the military or have been subject to domestic abuse, contact the Main Office to discuss options. In addition, see *What Happens When A Leaseholder Dies*, to describe what happens in this circumstance (but it is also important to consider these issues when signing or renewing your lease).

## TRANSFERS

Sometimes events cause a resident to request a transfer to another apartment. Please refer to the *Transfer Policy* for a comprehensive description of the considerations for requested transfers. Also attached is the Transfer Request Form that will need to be completed for any transfer to be considered. Note that the *Wait List Policy* applies.

## MOVE OUT INSPECTIONS

The apartment must be returned to move-in condition, less normal wear and tear, upon returning the Premises, or charges will apply.

A move-out inspection will be conducted as required by Virginia law to determine what charges, if any, will be applied to the Security Deposit (when possession is taken, the Application Deposit converts to the Security Deposit). All belongings must be removed; if any personal belongings are left after move-out, those items immediately become CSW property without further notice. In addition, the apartment must be free of any odors (such as smoke, animals, cooking odors, etc.). Any and all applicable keys (door/patio door/mailbox/storage) must be turned in before or on the Lessee's lease expiration date. For so long as the Lessees retain access to the apartment, the tenancy is ongoing.

After you vacate the apartment, CSW will conduct a move-out inspection. You may be present for the move-out inspection. Please call the Main Office or leasing office to schedule the move-out inspection. CSW will try to accommodate your scheduling request, but please submit requests to be present at least one (1) week in advance of the lease ending date. The apartment must be completely vacated, permanently neutralized of any and all odors, and cleaned prior to the appointment. If there was a pet or animal in the apartment, CSW will pull the carpet to identify potential urine stains. CSW may, at our discretion, return after the apartment has been vacated after the apartment has been closed up for seventy-two (72) hours to identify any odors that may have been concealed with cleaning products. Refer to the Sample Cleaning and Replacement Charge Policy.

After residents vacate the apartment, and within forty-five (45) days of the lease expiration date, CSW will communicate with the individual(s) who provided the deposit (at the forwarding address provided) regarding the status of the security deposit (i.e. deposit minus damages = refund or notification of additional amount due to CSW). If CSW cannot process your deposit in that timeframe, we will send you correspondence explaining the delay. In order to be able to return the security deposit, CSW must be provided an accurate forwarding address. **Please Note:** CSW will not be responsible for lost refund checks due to the resident's failure to provide a correct forwarding address. The resident will be responsible for any costs to reissue checks and/or stop payment on a lost check.

## CHANGING APARTMENTS WITHIN THE CSW COMMUNITIES

A person may be moving within the CSW community, or may be moving outside of the community. The *Transfer Policy* describes the steps and policies that apply, including the *Wait List Policy*. Even if you are moving within the CSW community, you should read this section carefully as many provisions still apply.

### MOVING DAY

We hope you will stay a very long time, but if and when it comes time to move, in order to try to ensure a seamless transition, you must provide CSW with your forwarding information. In addition, be sure you notify the following people and agencies approximately two to four weeks before you move:

- Post Office (for forwarding mail)
- DMV
- Magazine and Newspaper Publishers; Telephone/Cable Company
- Electric Company (give them your lease expiration date)
- Banks
- Insurance Company
- Credit Card Companies
- Schools (for transferring students)/Friends/Employer
- Doctors, Dentists, etc.

Moving into or out of our community is permitted from 8:00 am until 10:00 pm each day, including weekends. Remember, you must remove all belongings, including trash, and odors, and clean the apartment thoroughly. See the *Sample Cleaning and Replacement Charges*. Please be aware that noises do carry in the common areas. All trash and boxes must be disposed of properly. See the Trash section for important reminders on using the dumpsters. Trash, boxes and other materials should not be stored in the breezeways or on patios/balconies. If you have any outstanding balance, please make payment arrangements with Main Office; CSW will take necessary action to ensure all balances are paid. Any items left in your apartment after you have returned possession will be considered abandoned and become the property of CSW Associates Roanoke, LC once we have possession of your apartment.