



**Policy Handbook  
2012-2013**

## POLICIES AND PROCEDURES HANDBOOK

We are very pleased you will be living at Sunchase. In an effort to make your time here an enjoyable and safe experience for you and your neighbors, we have compiled this handbook. Upon the signing of your lease agreement, you and your family and guests acknowledge the policies and procedures specified herein. These policies have been implemented with your safety in mind and are subject to change. After you have carefully reviewed this handbook, we welcome any questions you may have about the content and hope that you will direct those questions or any other concerns to the property manager. Welcome to Sunchase Apartments!

As a resident of a North Carolina rental property you are required to abide by the provisions of each of the following:

- a) North Carolina Landlord and Tenant Act
- b) Lease signed with Sunchase Greenville, LLC
- c) Policies and Procedures governing the property as stated herein
- d) All laws and provisions which would increase the insurance rates on the building in which the Premises is located.

Management Office Hours are subject to change during peak and slow business seasons:

Our current hours of operation are:

Monday – Friday	9:00 a.m. to 7:00 p.m.
Saturday	12:00 p.m. to 5:00 p.m.
Sunday	12:00 p.m. to 5:00 p.m.

Clubhouse After Hours for tanning and package pickup:

Our current hours of operation are:

Monday – Friday	7:00 p.m. to 10:00 p.m.
Saturday	5:00 p.m. to 10:00 p.m.
Sunday	5:00 p.m. to 10:00 p.m.

### Management Phone Numbers

Office	252-758-8002
Maintenance	252-758-8002
After-hours Maintenance	252-758-8002

## **POLICIES AND PROCEDURES**

Policies and Procedures are made for your protection, to assist you in avoiding unnecessary charges and penalties, and to continue to make your community an attractive and comfortable community in which to live.

**NON-REFUNDABLE ADMINISTRATION FEE:** In addition to the total amount of Rent and the Refundable Deposit, Resident shall pay a one-time non-refundable Administration fee of \$100, which is due at the time of lease execution. The payment of this fee in no way releases Resident from the obligation of leaving the apartment in like condition as when Resident received it, excluding reasonable wear and tear.

## **PAYING RENT**

During office hours you may pay rent at 2201 NE Greenville Blvd., inside the clubhouse. If mailing rent, please send in advance to:

Sunchase Greenville  
2201 NE Greenville Blvd.  
Greenville, NC 27858

**Rent is considered to be paid when received by the office, regardless of the postmark date. Rent is due on the 1<sup>st</sup> day of each month for that month** (i.e. January rent is due on January 1.) A late fee of **5% of total rental amount** is automatically charged on the 6<sup>th</sup> of the month. Please remember to allow extra time for holiday and weekend mail delivery.

**The first month's rent is due on or before the lease start date.**

**Please write your building number and bedroom number and letter on your payment. CASH IS NOT ACCEPTED. Personal checks will not be accepted for payments received after the 10<sup>th</sup> of the month if payment is for that current month. Instead a money order or cashier's check must be submitted. Post dated checks are not accepted.**

Checks returned by the bank for non-payment will not be deposited a second time. A notice that your check has been returned will be mailed from Sunchase upon notification from our bank. In addition to a returned check fee of \$25.00, late fees will be applied in accordance with your lease. Your account will be considered delinquent until all rent and fees have been collected.

## EMERGENCY SERVICE

We provide emergency service for the situations listed below. Please call 252-758-8002 to report the problem. Emergencies can be classified into one of three options:

### **OPTION 1:**

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

- Total loss of electrical power (you should also contact Greenville Utilities)
- Loss of heat
- Burst plumbing or flowing water
- Sewer back up
- Any leak including heavy rainwater
- Air Conditioning – if the outside temperature is **above** 85 degrees
- No lights in the common areas, around buildings or hallways
- A noticeable gas odor, either inside or outside of the apartment
- Any kind of electrical sparking of the stove, electrical sockets, etc.
- Inoperable smoke detector
- Security problems (broken lock, broken glass, broken doors, burned out exterior lights)
- Anything that presents a serious threat to persons or property

### **OPTION 2:**

Semi-Emergencies: Our maintenance staff will respond within 24 hours between Friday 5:00 p.m. and Sunday 5:00 p.m. (If a call comes in on a Sunday – Thursday night, Sunchase maintenance will handle it during normal weekday hours.)

- Loss of hot water
- Inoperable refrigerator, unless there is a medical emergency
- Inoperable range
- Clogged commode (residents are asked to plunge first)
- Stopped-up sink
- Stopped-up tub
- Loss of A/C- response will be at the discretion of management

### **OPTION 3:**

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

- Inoperable dishwasher
- Inoperable garbage disposal
- Inoperable washer/dryer
- Inoperable microwave

### **COMMUNITY AMENITIES**

Use of all facilities which Sunchase provides for Resident's comfort, such as a swimming pool, parking areas, volleyball court, basketball court, fitness center, tanning beds, clubhouse, and computer center are solely at Resident's own risk, and Resident agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Resident's use thereof. The Landlord may revoke use of any of these facilities without affecting the remainder of this Lease.

For your enjoyment, Sunchase provides a seasonal outdoor swimming pool for Resident's use in common with others. In order to maintain a pleasant, relaxing atmosphere, Residents must comply with, and to cause Resident's family and guests to comply with, all rules and regulations relating to the use thereof, which Landlord posts at or near the pool or mails to Resident. A failure to comply with said rules and regulation may result, at Landlord's option, in Landlord revoking Resident's use of the pool.

### **PHOTO/VIDEO RELEASE**

Sunchase reserves the right to take photographs and/or videos in connection with Sunchase events. These **photos** may be used/distributed with or without listing names for any **lawful** purpose, including publicity, illustration, advertising, and Web content. Sunchase reserves the right of final approval in the usage of photographs/videos without providing compensation for the use of them in print or online advertisements.

### **MAINTENANCE AND MANAGEMENT ENTRY**

Please be advised that it will be necessary to enter your apartment whenever there is a vacant bedroom (s) in your apartment. Sunchase Apartments will attempt to give you as much notice as possible prior to showing or entering the available bedroom(s) and common area. From time-to-time a prospective resident will want to see the actual apartment, and we may not be able to give you 24 hours advance notice to enter your apartment in order to show the available bedroom(s) and common area. Furthermore, once the bedroom(s) is rented our employees and/or contracted employees will begin preparing the vacant bedroom(s) for the incoming resident(s). Again, we will do our best to provide you with advance notice; however, due to market conditions and inspection guidelines, we may not be able to notify you prior to our entry into the apartment. The Sunchase Maintenance and Management Staff, as well as contracted employees, have the right to enter apartments for inspections, repairs, and cleaning. They will always knock first and announce themselves upon entry.

### **CONDUCT AND NOISE COMPLAINTS**

Living in a community requires consideration of others, especially where noise is concerned. Residents and their guests are expected to extend common courtesy to their neighbors.

Most noise complaints result from boisterous behavior or loud stereo systems. Noise of this nature travels very easily. If you encounter noise problems, we ask that you first talk to your neighbors about the problem. Often residents do not realize how clearly sound travels.

Please contact the local police if you are experiencing a serious problem after hours. Also notify management the following business day with the apartment number of the offending resident and the details surrounding the complaint. Please be advised that repeated noise complaints may result in warnings and possibly eviction, should the problem continue.

You are responsible for the actions and damages of your guests and any uninvited guests who might enter Sunchase whether such actions are known by you or not. **All costs incurred by the Landlord to repair any damage including but not limited to any leased space, common areas, exterior of the building, other rooms in your apartment, etc. as a result of a party or gathering, or the actions of your guests whether invited or not will be your responsibility**

Please do not enter another Resident's apartment or bedroom without permission. As a Resident at Sunchase, you are responsible for the conduct of all guests. It is imperative that the privacy of your roommates be respected in the entertaining of guests. Long-term visitation (over 72 hours or more than 15 total days per Term) by any individual is not allowed unless agreed to by all roommates and the Landlord grants permission. Guests may not be present in or enter the apartment unless the Resident is also present. Guests who refuse to abide by these rules are subject to being denied access to the apartment and/or the community.

Alcohol in any container is prohibited in common areas of the community.

Canvassing, soliciting, and peddling in the apartment community is prohibited. In addition, the distribution of handbills, circulars, advertisements, paper, or other matter which if discarded would tend to litter the area is not allowed in common areas of Sunchase and on/under apartment doors. However, this does not prevent a Resident from using direct mail solicitation or advertising in the regular communications media.

It is not permissible to provide, for consideration, in or about the Community, substitute parental or guardianship care of supervision to children not related to the Resident by blood.

### **ROOMMATE DISPUTES**

Lessor makes every reasonable effort to match roommates based upon the general information sheet provided to Us by residents and applicants. Lessor, however, cannot and will not guarantee that any such roommate housing arrangement will ultimately be compatible in every instance. To that end, please note that neither Lessor nor its management agents will accept responsibility for mediating or responding to internal roommate disputes, unless the factual circumstances concerning the disputes are verifiable and involve or constitute a breach of the Lease Agreement, the community rules and regulations, and/or any applicable provisions of local, state or federal law. Before Lessor or its management agent can respond appropriately to any such alleged breach, it must receive timely written notice of the alleged breach. In addition, any alleged breach that relates to unlawful or illegal activity should be reported immediately to the appropriate local, state or federal law enforcement offices, as well as to

Lessor's management. Until it receives proper and timely written notice of any such alleged breach, and until it is afforded an opportunity to verify that any such alleged breach actually occurred on the property of Lessor, neither Lessor nor its management agents will have the authority or the ability to take any action or to pursue any legal recourse in response to the alleged breach.

#### **OVERNIGHT GUESTS**

Guests of residents may not occupy the leased premises for more than seven (7) days of continuous occupancy without our prior written consent. Otherwise, any guest, who occupies the leased premises for more than seven (7) days of continuous occupancy without our prior written consent, shall be deemed to be an unauthorized guest and said resident shall be in breach of the subject lease agreement. In addition, the unauthorized guest shall vacate the leased premises immediately.

#### **FIRE ALARMS**

In the event of a fire, pull the fire alarms located in the breezeways of each building. In addition you will need to call 911.

Tampering with fire equipment or giving a false alarm is a serious offense and may result in eviction from SunChase. North Carolina General Statute 14-286 reads as follows: *Giving false fire alarms; molesting fire-alarm, fire-detection or fire-extinguishing system. It shall be unlawful for any person or persons to wantonly and willfully give or cause to be given, or to advise, counsel, or aid and abet anyone in giving, a false alarm or fire, or to break the glass key protector, or to pull the slide, arm, or lever of any pull station or signal box of any fire-alarm system, except in case of fire, or willfully misuse or damage a portable fire extinguisher, or in any way to willfully interfere with, damage, deface, molest, or injure and part or portion of any fire-alarm, fire-detection, smoke detection or fire-extinguishing system. Any person violating any of the provisions of this section shall be guilty of a misdemeanor **punishable by a fine not to exceed five hundred dollars (\$500.00), imprisonment for not more than six months, or both.***

#### **SMOKE DETECTORS**

You are responsible for making sure that your smoke detector stays in good working condition during your occupancy of the premises. Smoke detector alarms are installed to give you early warning of dangerous smoke. Your smoke alarm is equipped with a back-up battery. If a back-up battery should fail during your occupancy, please notify your property manager immediately.

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

Do not disconnect your smoke detector. You could be held liable for unhooking it during your residency. Please help us utilize this safety feature to its maximum potential by keeping it in good working order at all times. If you have a battery operated detector, an intermittent beeping means that the battery is running low and you should contact the Sunchase maintenance for replacement of the battery. We appreciate your cooperation.

### **LOCKOUT SERVICE**

In the event that you are locked out of your apartment:

**During business hours**, a key may be borrowed from the office. This key may be used free of charge but must be returned by the close of business that day. Failure to return this key within the allotted time can result in the replacement of the lock and you will be charged \$50.00 for the cost of the re-key. Residents are not allowed to change the locks on the doors or install additional locks, chains, or other fasteners without the prior written permission of Sunchase Management. Resident must provide management with a copy of key(s) necessary to gain access to the apartment/bedroom if locks have been added, altered or changed by the Resident from the date of this Lease Agreement.

**After business hours**, please call 252-758-8002. A Sunchase representative will respond to your call as soon as possible. A fee of \$25.00 will be charged to your account for this lockout service. **Only residents on the lease may obtain a key and must provide photo identification when Sunchase provides the key. Attempting to gain entry through windows or by any other means is prohibited.** Damage occurring as a result of attempting to gain entry by windows or any other means will be billed to the Resident.

As stated in the lease, residents must notify management if taking a vacation or leaving town for more than seven days. **Important: If you know that someone will be moving out while you are out of town, and it is likely that you will be returning after locks have been changed AND after office hours, please contact the office prior to your return to make arrangements for obtaining your new key.**

A \$50.00 charge will be assessed for any lost, damaged, or stolen key, resulting in a re-key.

### **PETS**

Management reserves the right to approve or deny approval to any resident's request to house a pet. Due to individual living preferences it is important that you discuss your plans to obtain a pet with your roommates in advance. All residents in the apartment must sign a General Information Form, and you must obtain the Landlord's approval by signing a pet addendum and paying the required fees prior to obtaining a pet.

Resident is allowed to keep fish in or about the premises. However, fish tanks must be 10 gallons or smaller and must be kept clean and in good condition at all times. Sunchase Management reserves the right to deny or rescind permission for fish at anytime if these conditions are not met.

### **TRASH**

Residents will keep the Premises in a neat, clean, good, and sanitary condition. Sunchase will provide trash dumpsters and recyclable containers throughout the community for your convenience. Costs incurred in Landlord removing trash not placed in the proper receptacles will be charged to the Resident. Resident agrees not to litter or obstruct the public halls or grounds and to dispose from the Premises all rubbish, garbage, and other organic and flammable waste in a clean and sanitary manner. Any trash items found in the breezeways or anywhere on the property will be charged accordingly to the Residents.

### **PARKING & VEHICLES**

Each Sunchase resident will receive one parking sticker for his/her registered vehicle. To obtain a parking sticker each resident must provide a valid driver's license and a current vehicle registration to the management office. The parking is not guaranteed and is available on a first-come, first-serve basis. Sunchase does provide a limited number of guest spaces. Residents are responsible for informing guests of parking regulations and where visitor parking is located.

**Any vehicle parked illegally, even with a sticker, can be towed at any time without notice to the vehicle owner's expense.** Vehicles must park in one space only. No sideways or diagonal parking is permitted. Unfortunately towing is necessary to keep fire and traffic lanes clear.

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

### **BICYCLES, MOTORCYCLES**

Bicycles should not be improperly stored on Sunchase property. At no time can they be stored on the apartment landings or attached to a railing of any part of the building. Mopeds and motorcycles are prohibited inside apartments.

### **LEASE-TAKEOVERS, SUBLETS, AND TRANSFERS**

Because of your personal liability and our obligation to act in accordance with The Fair Housing Laws, no advertisement for lease-takeovers or sublets and no agreement to take over a lease or sublet is to be done without the expressed written permission of the Management.

**Lease Takeovers:** It shall be within the Landlord's sole discretion whether or not to provide lease-takeover or re-rental services to the Resident(s). Residents can not engage in re-rents or lease-takeovers without prior written permission from the Landlord. Please contact the Leasing Office for the current policy details if you wish to pursue a lease takeover or re-rent. The lease takeover fee is equivalent to one months rent.

**Subleases:** Subleases will be signed for anyone wishing to vacate the apartment for three months or less. The subleasing fee will be \$75.00. If needed, Sunchase will put the resident's

name and information in our subleasing directory and process the subsequent paperwork required. Contacts will be made directly to the current resident who will show his/her own apartment. Once negotiations are complete, Sunchase will sign the necessary papers and complete the transaction to ensure the new resident proper access to all of our services. Any resident found to have subleased his/her apartment illegally, without notifying Sunchase of a subtenant and completing the necessary paperwork will be charged a fee of \$250.00.

**Transfers:** A transfer will be done (provided there are available apartments) in any situation in which the resident wants to move from one room to another, whether within the same apartment or to an entirely new apartment in Sunchase. Transfer approval is at the discretion of management.

Anyone wishing to move to another room/apartment will be required to pay a transfer fee of \$250.00, and a new lease agreement must be signed. The original contract will be voided and attached to the back of the new lease agreement.

### **OCCUPANCY STANDARDS**

The occupancy standards for a two, three, or four bedroom are as follows:

- Occupants unrelated - 1 person per bedroom
- Occupants related – 2 people per bedroom

Based on the shared living arrangement, management of Sunchase at East Carolina Apartments reserves the right to designate apartment occupancy as all female, all male, or mixed gender.

### **APPLIANCES AND PLUMBING**

Apartments are equipped with a washer and dryer, dishwasher, microwave, range, refrigerator, and appropriate locks. No other major appliance or other equipment may be installed in any apartment home without written permission of the Landlord.

You are responsible and will be charged for any misuse or abuse of the appliances, furniture, and equipment in the apartment. Resident will not overload appliances or utilities furnished by Sunchase. In addition, Resident shall properly use and operate all electrical and plumbing fixtures and shall keep all plumbing fixtures as clean and sanitary as their condition permits.

**Shower Stalls/Tubs:** Do not clean with any abrasive that will scratch surfaces. Always close your shower curtain fully during use to prevent leakage and use a heavy bath mat on the floor. Mold and mildew can be kept to a minimum if you regularly clean and keep your bathroom as ventilated as possible.

**Toilets and Drains:** Please use a plunger to try to clear a clogged toilet. After making this attempt, call 252-758-8002 for assistance. Do not flush paper towels, cotton swabs, tampons, condoms, diapers, or any foreign object down drains. There may be a charge for removal of any foreign objects as well as any resulting damages.

## **SAFETY AND SERVICES**

The entire apartment should be kept free of trash and debris, including all doorways, hallways, furnace closets, utility rooms, balconies, entry landings, and stairways.

No dangerous or flammable fluids should be kept inside the apartment and especially not stored in any furnace closet. Storage items should be placed at least 3 feet from furnaces and hot water heaters. Resident will not store, install or operate, in or about the Premises, portable heaters any kind.

Balconies and porches are to be kept neat and orderly at all times. No items will be placed on the outer edges of window sills or balcony railings. In addition, Residents are not allowed to shake, hang, or clean any rugs, mops, or other articles in any of the public halls or from any of the windows, doors, patios, balconies, or landing of any Sunchase building. Conventional patio furniture and plants are allowed on the balcony. Unsightly furniture, kegs, trash, laundry, towels, blankets, clothes etc., are NOT to be stored on the balcony or left in the breezeways or property common areas. Glass containers are prohibited on balconies and patios. In addition, nothing is to be thrown from the balcony at any time. If clean up is necessary below your balcony, you will be billed for the time and disposal fees. Discarding or throwing objects from a window or balcony constitutes a safety hazard and will be dealt with accordingly.

**Residents are not allowed to have any type of grill at their apartment or on balconies and patios.**

Exterior walls, roofs, and railings on landings, balconies, and porches must **never** be climbed over, loosened, or removed by anyone. Such action could result in serious injury or death.

Bird, animal, and insect feeders are prohibited. .

Broken windows or doors will be replaced immediately by Sunchase, but at your expense. In most cases breakage is due to abuse, neglect, or carelessness on the part of the residents or their guests. If screens are torn or pulled from the building, residents are charged for the cost of repair or replacement. Do not enter the apartment through the screened windows and sliding glass doors. Windows, doors, and skylights that reflect or admit light into passageways or into the common areas will not be covered or obstructed. Screens covering windows have been installed as permanent fixtures – they are not to be removed for any reason. A fee will be assessed for the replacement or reattachment of screens in addition to other penalties.

Damaged screens look like easy access to your apartment to people driving or walking by. It is your responsibility to report them promptly to 252-758-8002. Windows coverings, draperies, and shades must present a white exterior coloration.

**Window Safety:** Window screens are not designed or intended to protect from falls. Please **keep furniture away from windows** to discourage anyone from climbing near windows. It is the resident's responsibility to notify management of any window problems. Please contact us at 252-758-8002 if you have any questions or concerns about window safety.

**Exterminating:** If you would like to have your apartment exterminated at any time during the year, please call 252-758-8002. We provide preventive pest control throughout the year.

Landlord shall not be responsible for or liable for delivery of messages, telephone answering service, mail or parcel delivery, nor for any service not expressly provided for in this lease. From time to time the Landlord may accept at its place of business parcel deliveries, however, the Landlord is not responsible for any loss or damage to any parcel delivery that is delivered to its place of business. The Resident must provide the Landlord with positive proof of identification before any package will be relinquished from the Landlord's place of business. This Lease shall not be terminated because of interruption of any services, or the failure of any appliance to function properly or because of any inconvenience arising from such interruption or failure to function properly, where Landlord has been notified of any such interruption, malfunction, or failure of the above services by Resident and has made timely efforts to repair them.

#### **ALTERATIONS**

As a Resident, you are prohibited from making alterations, installations (including installation of additional locks or chain latches), repairs, or redecoration of any kind to the premises without the prior written consent of the management. Sunchase does not intend to unreasonably withhold consent, but will require you to return the premises to the original condition at the end of your lease term. No signs, lights, or antenna wires may be installed on the exterior premises or in the windows. Installing or using clotheslines within the apartment community is prohibited. Please do not run any wires across any doorway or any floor. No water-containing furniture is allowed on the Premises. In order to maintain the high quality of Sunchase, it is not permissible to drive nails into the woodwork or walls or to apply contact paper, wallpaper, or mirrors to the walls, ceilings, or shelves nor to change the type or color of paint from that used by Sunchase. Residents will not display any advertisement, sign, or notice, inside or outside the Premises.

#### **FURNISHINGS**

Sunchase provides each Resident with a beautifully furnished apartment for his/her enjoyment. Furnishings may not be dismantled or removed from the apartment. Desks, bookcases, closet doors, bedding sets, dressers, etc., are part of the apartment. A fee will be assessed if it is necessary for our staff to move, repair, or replace any items in order to return the apartment unit to its original condition or to return any room items placed by the Resident in public areas, either during the term of the contract or after. Furnishings should not be placed on the balconies or porches at any time.

#### **SECURITY DEPOSIT RETURN**

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

The guidelines, which are presented in this handbook, represent your responsibilities during your lease agreement and at move out. Deductions from your security deposit will unfortunately result when you fail to meet these guidelines. Management reserves the right to assess the quality of the work you have done or contracted professionally at move out; and deductions may occur as a result of poor cleaning or other work performed by the resident.

You must provide a forwarding address before we can issue your security deposit refund.

We would like to return your entire deposit without deductions and want you to understand the type of repairs you will be expected to pay for. Deductions for repairs will be made for the following items existing at the time of move out. These damages include, but are not limited to:

1. Holes in walls or wallpaper damage in excess of normal wear and tear, including, but not limited to, damage resulting from adhesives, nail holes, masking tape, hooks etc.
2. Missing or damaged screens
3. Damage to doors and windows
4. Carpet stains, rips, burns and tears or replacement
5. Cuts, scratches, stains, rips, tears, missing cushions or broken parts to furniture

#### **VACATING YOUR APARTMENT**

Upon termination of the lease, Residents shall completely vacate the premises, including the removal of all personal property and furniture. All keys, including door locks, mailbox, pool pass and clubhouse key must be returned to the Sunchase Leasing Office by 12:00 noon on the lease termination date.

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

- Sunchase Management office of forwarding address
- Post Office to fill out a mail forwarding form
- Notify all magazine and newspaper publications
- Insurance company
- Utility providers
- Bank
- Employer

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

No right of storage is given to residents after the lease agreement ends and Landlord has no duty to protect the Resident's possessions against loss. Residents will be charged for all costs to remove or dispose of abandoned trash and/or property once the lease has ended.

Before departure, the Resident shall turn over to the Landlord the premises, all its fixtures and equipment in good and substantial repair, thoroughly cleaned, and in sanitary condition, reasonable wear and tear excepted. If applicable, all rental furniture must be returned to the designated room and location. Resident may request to be present at the time the landlord inspects the premises to verify the condition of the premises and its contents. Residents shall prepare their apartment for inspection according to the Cleaning Guidelines that follow this section of the Handbook.

### **CLEANING GUIDELINES**

The following Cleaning Guidelines are included in your rent. **Sunchase is RESPONSIBLE for the following items.**

- Steam clean & vacuum carpets
- Touch up painting
- Wipe down of all appliances
- Wipe down of all kitchen cabinets & countertops
- Light cleaning of vinyl flooring in hallway, kitchen, and bathroom
- Wipe down of all bathroom fixtures & countertops
- Light bulb replacement
- Wipe down of mini-blinds and windows
- Sweep clean balcony
- Wipe down of washer / dryer
- Wipe down of shelves

The resident will be responsible for the cost for excessive cleaning, repairing pet damage, repairing wall damage, repairing or replacing damaged carpets or floors, removing trash, debris or personal items, and repairing or replacing damaged fixtures including but not limited to mini-blinds, screens, windows, doors, faucets, sinks, lights, cabinets, tile, countertops, and railing. Any excessive cleaning and/or damage will be billed back to the resident.

Management reserves the right to assess the quality of work and deductions may occur as a result of poor cleaning or other work performed by the resident at move out.

### **MOLD and MILDEW PREVENTION**

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

**Tips for Residents:**

Residents can help minimize mold growth in their apartment homes by taking the following actions:

- A. Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment air-handling unit to circulate fresh air throughout your apartment.
- B. In damp or rainy weather conditions, keep windows and doors closed.
- C. Clean and dust your apartment on a regular basis as required by your lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- D. Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- E. On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- F. Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until excess moisture has vented from the bathroom.
- G. Use the exhaust fans in your kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture has vented from the kitchen.
- H. Use care when watering houseplants. If spills occur, dry up excess water immediately.
- I. Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use.
- J. When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- K. Thoroughly dry any spills or pet urine on carpeting.
- L. Do not overfill closets or storage areas. Ventilation is important in these spaces.
- M. Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- N. Immediately report to the management office any evidence of a water leak or excessive moisture in your apartment, storage room, garage, or any common area.
- O. Immediately report to the management office any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- P. Immediately report the management office any failure or malfunction with your heating, ventilation, air-conditioning system, or laundry system. As your lease provides, do not block or cover any of the heating ventilation or air conditioning ducts in your apartment.
- Q. Immediately report to the management office any inoperable windows or doors.
- R. Immediately report to the management office any musty odors that you notice in your apartment.

### **DOMESTIC VIOLENCE**

A. A Resident may give oral or written notice to the Landlord that the Resident is a victim of domestic violence, sexual assault, or stalking and may request that the locks for the apartment in which the Premises is contained be changed. The Resident is not required to provide documentation of the domestic violence, sexual assault, or stalking where the perpetrator is not a tenant in the same apartment. Landlord is to change the locks on the Resident's apartment or give the Resident permission to change the locks within 48 hours.

B. If the perpetrator of domestic violence, sexual assault, or stalking is a tenant in the same apartment as the Resident requesting a lock change, any tenant of the apartment may give oral or written notice to the Landlord that a tenant of the apartment is a victim of domestic violence, sexual assault, or stalking and may request that the locks to the victim's apartment and Premises be changed. In these circumstances, the following shall apply:

- (i) Before Landlord or the Resident changes the locks, Resident must provide to Landlord a copy of an order issued by a court that requires the perpetrator to stay away from Resident's apartment or Premises.
- (ii) Unless a court order allows the perpetrator to return to the apartment to retrieve personal belongings, Landlord has no duty to allow the perpetrator access to Resident's apartment, to provide keys to the perpetrator, or to provide the perpetrator access to his personal property within the apartment once the Landlord has been provided with a court order requiring the perpetrator to stay away from the apartment.
- (iii) The perpetrator who has been excluded from the apartment remains liable under his or her lease for rent or damages to the apartment or his individual Premises.
- (iv) Landlord who receives a request to change the locks under this Subsection B. shall change the locks to the protected Resident's apartment or Premises or give the protected Resident permission to change the locks within 72 hours.

C. The protected or requesting Resident shall bear the expense of changing the locks. If Landlord fails to act within the required time frames, the protected Resident has the authority to change the locks without Landlord's permission. If the protected Resident changes the locks, the protected Resident is to give a key to the new locks to Landlord within 48 hours after the locks have been changed.

## **EQUIPMENT AND FURNITURE**

The Landlord agrees that he will furnish those furniture and equipment listed below:

### **Equipment**

Dishwasher  
Disposal  
Washer/Dryer  
Refrigerator  
Range  
Microwave

### **Furniture**

Chair (1)  
Couch (1)  
End-table (1)  
Entertainment Center (1)  
Bar Stools  
Built-In-Desk (1)

Desk Chair (1)  
Four-Drawer Dresser (1)  
Full Size Bed (1)  
Shelving Units  
Storage Units

## **WINDOW SAFETY**

In June 2000, U.S. Consumer Product Safety Commission released safety guidelines to help prevent falls from windows. Sunchase Apartments supports window safety, and has taken the following precautions to assist residents in preventing window falls.

Window screens are not designed or intended to protect from falls. Therefore, window stops will be installed on all windows upon the resident's request only, which will allow residents to restrict the window opening. It is reported that persons 10 years old and younger are most susceptible to accidental falls from windows. Please keep furniture away from windows to discourage anyone from climbing near windows.

Window guards are also available for installation at the resident's request and expense. Window guards screw into the sides of a window frame and have bars set 4" or less apart.

It is the resident's responsibility to notify management of any window problems or if window stops need to be replaced. Please contact us at (252) 758-8002 if you have any additional questions or concerns about window stops, window safety or additional window protection.

We hope this handbook has provided information that is useful to you during your residency at Sunchase. Remember, if you have any additional concerns; do not hesitate to contact the Management Office.



Updated 10/1/2011