



TENANT HANDBOOK

FOR LEASES DATED: 2022-23

Office: 950 4th Street
Charleston, IL 61920
217-345-5515 phone
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MelroseonFourth.com
leasing@melroseonfourth.com

- This handbook is hereby incorporated as a part of your lease.
- Everyone is expected to follow the Rules and Regulations Handbook, as well as any additional published rules that Management deems necessary to ensure the safety and well-being of all tenants.
- Please read and keep for future reference.
- This handbook is also available on our website.
- All leases are Joint & Several (all persons on a signed lease are responsible for rents, damages)
- Apartments are assigned on a first-come, first-served basis with apartment holds for only 24 hrs.
- Signed leases are legal binding. Options if you cannot fulfill your lease:
 - The other leased tenants on the lease sign an amended lease in our office, agreeing to pay your portion of the rent. This frees you of your lease obligations; however, you will forfeit your security deposit.
 - You and the other leased tenants find a unanimously agreed upon replacement (sublessor); however, you forfeit your security deposit.
 - *A sublessor is someone who has not already made contact with Melrose on Fourth & Brooklyn Heights Apartments, LLC. This person must meet all the requirements by Management.*
- Completed Lease Guarantees are required of all tenants.
 - Each Tenant's Lease Guarantee must be completed, notarized, and returned within 1 week after lease signing. The preferred lease guarantor is a parent. If you are unable to obtain a parent to be your Lease Guarantee, Management *can* approve an alternative person. If you cannot provide an acceptable Lease Guarantee before lease beginning date, an additional \$750 refundable deposit is due prior to move in.
- A Security Deposit is due for all leases signed. (amounts vary based on current advertised specials)
 - Your security deposit secures your lease.
 - If you can't pay the entire amount at lease sign, a minimum of half of the deposit is due at lease signing, with the other half due within 30 days.
- Rental Applications must be completed
 - No application fees or credit checks are done.
 - Application can be filled out at lease signing.

WE ARE LOOKING FORWARD TO A GREAT SCHOOL YEAR WITH YOU!

1. Move In-Policies

- a. Keys will only be given out after:
 - i. The Security Deposit, first and last month's rents have been paid.
 - ii. All paperwork is completed for the entire unit.
 - iii. All Lease Guarantees have been signed and notarized **OR** \$750 "NO Lease Guarantee Deposit" has been paid.
- b. Financial Aid students must adhere to the regulations (see section 4g for details).
- c. Keys will be issued no earlier than your lease beginning date. No early move-ins will be allowed.
- d. You will need to pick up your Move-In Check List when you receive your keys.
 - i. Move-In Check Lists must be filled out and returned to our office within three (3) days of your move-in date.
 - ii. Move-In Check Lists are a record of what might be wrong with your apartment when you move-in.
 - iii. Move-In Check Lists should be a detailed listing of any and all existing problems.
 - iv. Move-In Check Lists record problems so that you will not be charged for damages that existed before you took occupancy.
 - v. Any Move-In Check List turned in after the three (3) day time limit will be put into your file, but may not be accounted for at the end of your lease.

2. Security Deposits

- a. Security deposits are NOT rent money.
- b. Security deposits are used towards any cleaning, painting, damage charges, repairs or replacement costs, and any unpaid fees or fines. Basically, to return the apartment to the exact condition it was in at move in. Any carpet cleaning performed must be provided by a licensed and insured professional with receipt delivered to our office upon key return in order to have fees waived.
- c. Only after all charges are paid does any of the remainder of the security deposit absolve any unpaid rents.
- d. A security deposit report/refund will be returned within 30 days of lease ending date.
- e. Security Deposits will be IMMEDIATELY FORFEITED if:
 - i. Pets have been found in your unit
 - ii. You sublease your apartment without going through our office to do so
 - iii. You do not follow through with your lease for any reason
- f. If your security deposit has been forfeited, any cleaning/damage charges must be paid within 30 days.
- g. All outstanding balances must be paid within 30 days of receipt of Security Deposit Report.
 - i. Any balances not paid within 30 days will be turned over to our attorney, or our collection agency and accrue 2% interest monthly plus court costs and attorney fees per your lease.
- h. We will withhold the entire amount of the total security deposit from a unit until all balances have been paid in full. Leases are joint and several, which holds ALL parties responsible for charge, unless otherwise noted on lease.
- i. Security deposit checks will be returned to the address on the Lease Guarantee Form. It is your responsibility to notify us if there has been a change of address; if you fail to notify us of a change of address and we have to re-issue a check, you will be charged the stop payment fee from the bank.
- j. If you have not received your security deposit report/refund within 45 days from your lease ending date, notify our office.

3. Rents

- a. Rents are due each month according to your lease agreement.
- b. Rents must be paid on time to avoid late fees (see section 4e).
- c. We accept cash, checks, money orders and traveler's checks, and credit and debit cards (see section 4c).
- d. Make sure your unit number and phone number are on all checks submitted.

4. Paying Rent

- a. We highly recommend utilizing our Resident Portal which you access on our website by clicking "Residents". There are no fees when using a bank account to pay your rent. There is a 3% fee if using a credit or debit card. The office can give you move information regarding initial login.
- b. Checks should be made payable to: Melrose on Fourth OR Brooklyn Heights Apartments, LLC. (please make your check payable to your building)
- c. Rent can be paid by the following methods:
 - i. Mailed to our office: **Melrose & Brooklyn Apartments 950 4th Street, Charleston, IL, 61920**
 - ii. Dropped off to our office during posted office hours
 - iii. Dropped in the drop box located at the office 24 hours a day/7 days a week.
- d. Rent can also be paid with a Credit Card or Debit Card in the office. There is a 3% Convenience Fee when using a Credit or Debit card.
- e. Late Fees
 - i. There is a 5-day grace period. On the 6th & 20th day, a 5% late fee will be applied to your account (5% of the unpaid monthly rental amount).
 - ii. Late fees are charged to the tenant(s) whom pays late, but the entire unit is responsible for timely payments.
 - iii. Any unpaid late fees will be deducted from the security deposit at the end of the lease term.
 - iv. Late fees are applied to all NSF & returned checks along with a NSF charge.
- f. Returned Check Charges
 - v. All checks returned from the bank for any reason will be charged \$35.00.
 1. Checks can be returned for insufficient funds, NSF, account closed or having the wrong amount written on checks.
- g. Financial Aid Tenants
 - vi. Melrose on Fourth & Brooklyn Heights Apartments will defer your monthly rent payments until you receive your financial aid provided that:
 1. You have paid your security deposit; 1st month's rent and you have completed all required paperwork.
 2. You provide documentation proving financial assistance (i.e.-STUDENT SCHEDULE & BILL) prior to the first monthly rent installment due date.
 3. You are only allowed (2) financial aid deferments per lease (i.e.: Fall & Spring)
 4. You must pay the deferred rental amounts and future rent amounts for that semester within 3 business days of receiving your financial aid disbursement.
 - vii. Financial Aid Late Fees
 1. Late fees will be waived to all Financial Aid tenants up to the disbursement date.
 2. You have (3) days from the date Financial Aid is disbursed to bring your account up to date and pay the rest of the semester off. Failure to make payment in full within (3) days of disbursement will result in late fees being assessed on your account.

5. Past Due Rent

- a. If we do not receive your rent by the end of the grace period, we will issue a phone call or a late notice, either by letter or email, with late fees included.
- b. If your account is not brought up to date within the stated time frame, we will issue a Five Day Notice to Vacate.
- c. If the full amount due is not paid, we will file in court a Notice to Evict, where the total rent for the lease will become due.

6. Keys and Locks

- a. An apartment & bedroom key will be issued to each tenant in the unit.
- b. A mailbox key will be issued to one tenant per unit.
- c. Tenants are not permitted to alter locks, duplicate keys, install new locks or other attachments on any door, or give your key to anyone not on the lease for your assigned apartment without prior written consent from Management.
- d. There is a lost bedroom or entry door key charge of \$25 and a lost mailbox key charge of \$15.
- e. If you are locked out, there will be a \$75 charge for maintenance/management to let you in your apartment (see section 8 for more details) outside of office hours.

7. Utilities

- a. Fiber Optic Wi-fi, general parking and trash pickup are included.
- b. Electricity
 - i. Electric service is the responsibility of the tenant. You **MUST** set up electric service prior to moving in or your electricity may not be on.
Contact: **Ameren at (888) 789-2477**
 - ii. All tenants are responsible for continuous electric service throughout the term of the lease. It must not be interrupted for any reason.
 - iii. **When using the furnace, it is important to keep the temperature at a setting of 60 degrees Fahrenheit or above, even if the unit is uninhabited!** Utility cutoff from a tenant's apartment is a HAZARDOUS ACT and will, as per your lease, be tenant's responsibility to pay for any damages that result from utility service being disconnected for any reason. This includes turning off the furnace during any period of time in which apartment is uninhabited such as weekends, holiday breaks, etc.
 - iv. If you do take the electric out of your name before the lease ending date, you will be billed for the electricity from the date you had it taken out of your name until the lease ending date. Tenants are responsible for electric service for the entire lease term.
- c. Water
 - i. You must contact City of Charleston Water Department to get your water service set up prior to moving in or the water may not be on when you move in. **City of Charleston (217) 345-8430 phone; (217)345-8427 fax.**
 - ii. Water Service Activation can be done via the internet at www.charlestonillinois.org It is preferred that water be activated prior to move in day to aid in quicker move in processes.
 - iii. All tenants are responsible for continuous service throughout the term of the lease. It must not be interrupted for any reason.
 - iv. Any balance due to the water department upon lease expiration will be deducted from the security deposit and noted on the security deposit report.

8. Maintenance

- a. Non-Emergency Maintenance Issues
 - i. Can be handled by calling our office and leaving a message or emailing. Messages and emails are checked Monday-Friday.
 - ii. After contacting us to let us know the problem, we will handle the problem as soon as possible. In order to handle problems as efficiently as possible, we will not be able to call and let you know when maintenance will be there unless you have arranged that with management.
 - iii. You could be charged a \$45 maintenance fee for items serviced that the tenant is at fault for (ex: clogged toilet, clogged disposal, etc.) You will **NOT** be charged for items that need repair at no fault of the tenant (ex: A/C, hot water heater, etc.)
- b. Emergency Maintenance Issues
 - i. Call the **Emergency Maintenance Number (217) 962-0137**
 1. Leave a message if no one answers, and someone will call you back shortly.
 - ii. The following are deemed as emergencies:
 1. Fire. Always call 911 first to report a fire, and then call the emergency maintenance number.
 2. Flooding or serious water leakage.
 3. Power Failure.
 4. Lockouts outside of office hours.
 - a. You can call the emergency maintenance phone between **8:00 a.m.-9:00 p.m.** Someone will let you in for a fee of \$75 that **MUST** be paid when you are let in. **If you call after 9:00 p.m. for a lock out and someone is available they will let you in, if not you will need to call a locksmith or wait until the following day.**
 - b. Do not break the doors, windows, window screens or damage any other property to gain access to your unit. You will be immediately charged for repair of any damages you create by attempting to gain access to your apartment.

9. General Maintenance Instructions

- a. General Care of Your Apartment:
 - i. Management requires you to maintain a safe, sanitary, damage-free apartment. When decorating, use small nails. Do not use adhesive tape hangers, large nail holes or make excessive holes in the walls. Mirror tile, contact paper, etc., with adhesive backing ARE NOT PERMITTED to be applied to walls, doors, ceilings, floor surfaces or cabinets. If you choose to do so, you will be charged for drywall repair and painting. Interior painting may **ONLY** be done by Maintenance/Management. Under no circumstances are tenants allowed to paint their apartment. Do not make any alterations in the apartment without prior written consent from Management.
 - ii. Countertop Care: Hot pans should not be placed directly on countertops. Use hot pads under pans. Always use a cutting board when cutting anything with a knife.
 - iii. Refrigerator: Wipe out with cleaning products when spills occur and also on an occasional basis to prevent odor buildup. Check temperature setting dials if unit is not cold enough or is too cold. Allow 24 hours to regulate when new setting is used or if unit has been off. Do not overfill freezer area. All refrigerators are to be completely cleaned out, unit closed, and left running. Please lower cold setting to the highest setting in order to save energy. (The less cold it runs, the less energy it uses). NEVER move the refrigerator to clean behind or under it. Use a bleach based cleaner during move-out cleaning, this will prevent the refrigerator from growing mold and mildew. If the refrigerator bulb burns out, replace with appliance bulb only. A regular bulb can explode.

- iv. Dishwasher: Wipe off any soap buildup on door seal, as this can cause leakage. NEVER use regular dish soap in unit – ONLY automatic dishwasher detergent. You will be charged a minimum of \$45 for a maintenance call when a dishwasher leaks due to using regular dish soap instead of the correct type. Plastic items do not always dry thoroughly; this does not mean the unit is not working properly.
- v. Stove/Oven: Wipe out chrome drip pans after each use of the burners. Keep oven spills wiped up and clean the oven every few months (or more often with regular use). Be sure to follow oven cleaner directions when cleaning. DO NOT use abrasive cleaners or scouring powders in oven. Clean exhaust hoods above stoves from time to time.
- vi. Light Bulbs: If the outside building lights are out, please contact our office. Tenants replace all light bulbs inside the apartment with the exception of vaulted ceiling lights and/or fluorescent bulbs in Melrose laundry rooms, as Melrose replaces those.
- vii. Garbage Disposal: Be sure to turn water on to a medium/high flow BEFORE turning on the disposal. With water running, turn the switch on, scrape food waste into the opening, taking care not to put any utensils, hands or fingers into opening. Run unit for at least 30-60 seconds after food is ground and flushed through the trap and drain. It is recommended that hot water not be used for disposal. Cold water allows any fat to stay solid in order to be flushed easier in the unit. Continue to let water run until you shut unit off and unit comes to a complete stop. Baking soda may be poured inside the unit from time to time to keep odors from building up. NEVER put drain cleaner, glass, metal, bones, grease, cornhusks, seeds, or pits into the unit. NEVER put hands or fingers into the unit if it jams. There is a red reset button under the unit that you can push if your unit is not starting. If this does not start the unit, call for maintenance. You will be charged \$45 if maintenance finds a foreign object such as glass, metal, fish rocks, coins, washcloths, etc. to be the problem.
- viii. Bathroom: Nothing but waste and toilet paper should be put into the toilet. Less expensive toilet paper dissolves quicker. Tampon and tampon casings that claim to be flushable should NOT be flushed. Do not put paper towels, napkins, sanitary napkins or wet wipes down the stool. In case of slow flushing or a clog, please buy and use a plunger. A maintenance fee is \$45 for a service call to unclog stool. Keep toilet lid closed when not in use, to avoid dropping things into it. If toilet will not quit running, lift tank lid and be sure flapper in tank has shut down; if not, put it down or try lightly jiggling the handle to allow it to fall. **Always call maintenance at once if the stool tank continues to run.** In the meantime, turn the water off at the base of the toilet between uses. Do NOT put a hot flat iron/curling iron on vanity top. Take proper precautions against burning vanity top with a hot flat iron/curling iron.
- ix. Furnace/Water Heater: Keep furnace/water heater area clean and free from dust buildup. **Do not use your furnace/hot water heater closet for storage.** If items are found, they will be removed. NEVER store combustibles in this area. Check furnace filter every month to see if it needs replaced. In the event your filter needs replaced, call our office for a free filter. This helps to keep the unit running properly.
- x. Miscellaneous: DO NOT allow food or trash to sit out inside or outside your apartment. This attracts bugs, mice, dogs, cats and stains our decking forever. If you have external bug problems around your patio, buying bug spray and spraying the parameter can help. If it is not remedied, please call our office. If you have internal bugs please call our office immediately.

10. Parking

- a. Tenants will be issued the number of parking permits allowed on the lease along with 1 visitors' pass to keep in the apartment for the lease term per lease agreement (page 1 of lease).
- b. All tenants parked in the parking lots must have the **current years'** parking permit displayed on the inside lower passenger side at all times.
- c. All visitors parked in the parking lots must have a visitor pass tag visibly placed on their rear-view mirror. Visitors should park in the overflow parking lot at the corner of 4th and Polk so that tenants get primary parking spots in their apartment lot.
- d. Parking is primarily intended for tenants, not their guests. If there are no parking spaces available, tenants have the right to ask for guests to move their cars.
- e. Replacement parking passes (tenant or visitor) can be replaced at a cost of \$10. **VISITOR PASSES DUE WITH KEYS OR REPLACEMENT FEE \$10.**

11. Towing

- a. Towing is necessary as to provide our tenants with a place to park.
- b. The company that monitors the parking lots is: **Affordable Towing, 2501 Broadway Ave. Mattoon, IL. 61938 (217)234-3013**
- c. Towing takes place 24 hours a day/7 days a week at the vehicle owner's expense.
- d. A vehicle can/will be towed from the parking lots if:
 - i. It is parked in the lot without the current school year's parking pass.
 - ii. It is an inoperable vehicle and has not moved for more than 10 days.
 - iii. It is parked inappropriately; for example, crossways or taking up 2 spots.
 - iv. It is a vehicle with a stolen/fraudulent parking permit.

Please do not contact our office if you or your guest has been towed. Towed vehicles are the responsibility of the owner. There will be no exceptions made. Towing fees are paid to the towing company. Towing is a necessary service to provide tenants accessible parking. Melrose on Fourth & Brooklyn Heights Apartments does not profit monetarily from towing.

12. Insurance

- a. Melrose on Fourth & Brooklyn Heights Apartments' insurance provides coverage for the building for fire, wind, water, liability and contents owned by Melrose.
- b. This insurance does NOT cover personal property of tenants.
- c. It is highly recommended that tenants purchase renter's insurance from an insurance company of their choosing. It is also possible that tenants may already be covered by their parents' home owner's insurance policy.
- d. Vehicles parked in the parking lots are at your own risk. Melrose & Brooklyn's insurance does not cover any vehicle damage while parked on our premises.

13. Trash Removal

- a. There are dumpsters provided for tenant use, and are located on both Melrose & Brooklyn's premises.
- b. At no time is there to be trash, cigarette butts or litter of any kind on the decks, landings, stairways, entryways, exits or outside apartment doors. Each tenant is responsible for keeping the premises clean.
- c. Trash is an unsightly problem. If there is a trash mess found outside several apartments, the entire side of that building will be fined unless the offending apartment takes responsibility for the trash.
- d. Bags of trash will not be tolerated to be left in front of the apartment doors, dropped and/or placed at the bottom of the stairs to be picked up later. You will be fined \$35 per bag of trash not properly disposed of. Trash left on decks stains them forever. Fines will increase with every fine issued to the same apartment.
- e. NEVER drag trash bags on decking to dumpsters. This stains our decks and fines will apply.

14. Grease Disposal

- a. Grease and/or oil of any kind should never be put into any drains of any sort ever! All grease must be disposed of in a container, allowed to solidify, and taken to the dumpster.
- b. Grease stains our decking forever. You will be charged any and all repairs/replacement costs for any decking stained by grease.
- c. Do not drag trash on decking to dumpsters. Often times, grease will stain the decking. Fines will apply.
- d. NEVER DUMP GREASE INTO OUR ROCKS, YARD, OR OFF YOUR PATIO. A \$1,000 FINE will be applied. ANY GREASE DAMAGES WITHIN OR OUTSIDE UNIT, TENANT HOLDS FULL FINANCIAL RESPONSIBILITY FOR CLEAN UP, REPAIR, AND/OR REPLACEMENT!

15. Security

- a. All apartments are equipped with a security system. Tenants have the option to use this alarm system & 24 hr. monitoring service for an additional fee through monitoring company. You can contact the office for more information to get this amenity set up. Payment must be made prior to activation. 12 month agreements only.
- b. Security cameras are installed throughout the exterior and common areas of both premises.
 - i. Any person found tampering with or causing damages to the surveillance cameras will be fined up to \$2,000; plus costs for the damage and labor to replace the damaged property. Eviction and/or prosecution may also follow based on the severity of the situation.
 - ii. If you need our office to run video for you, you must have filed a police report for the incident first.

16. Smoke Detectors/Fire Extinguishers

- a. The apartments are equipped with smoke detectors in compliance with state laws.
- b. If any malfunction or problem should arise, please notify our office at once. Melrose will provide batteries should they need replaced during your lease term.
- c. Under no circumstances are tenants to disconnect any smoke detector. If your apartment is found to have a smoke detector taken down, you will be fined up to \$100 for each smoke detector that is disconnected.
- d. Fire extinguishers are provided at each apartment. They are located under the kitchen sink. Please contact our office if your unit does not have a fire extinguisher.
 - i. If extinguishers are used for anything other than their intended use, tenants will be responsible for the recharging/replacement of the extinguisher and any damage the inappropriate use might have caused.

17. Door/Windows/Walls

- a. No signs are allowed on entry doors or hanging from windows.
- b. Tenants are not allowed to make permanent changes to doors or windows such as screws or other attachments.
- c. Windows may be covered with curtains. The curtain rods should be installed on the drywall, NOT the trim.
- d. Tenants are allowed to hang lightweight pictures and like items using small paneling nails.
 - i. Depending on the amount of small nail holes, you may be charged for minor drywall repairs at the end of the lease if there are many small nail holes to repair.
 - ii. Do not attempt to spackle (fill in) your holes in your wall upon leaving. Often times that creates more paint expense and possible re-texturing, depending on size of spackled area.

18. Furniture

- a. The apartment comes fully furnished with a couch, loveseat, (2) end tables, (1) coffee table, (4) kitchen barstools, full size bed & dresser for each person.
- b. You must fill out a furniture removal request at our office.
 - i. Any furniture removed by the tenants without consent of management will be considered stolen property.
 - ii. Do not place unwanted furniture outside your apartment. You will be charged for damaged or stolen property if you place it outside your unit.

19. Illegal Drugs and/or Other Illegal Activities

- a. Melrose on Fourth and Brooklyn Heights Apartments may immediately evict the apartment/tenants upon finding any illegal drug(s), drug paraphernalia, or any other illegal activities.
- b. At this time the remainder of rents immediately becomes due when eviction is filed.

20. Utility Boxes and Air Conditioner Units

- a. Any person found to be tampering with utility boxes and/or A/C units will be fined accordingly.

21. Kegs

- a. No kegs or keg parties are allowed at any time.
- b. A fine of \$1,000 will be imposed if a keg is found at a unit.

22. Pets

- a. Any unauthorized animals, of any type, found in any unit or on premise for any length of time will result in a fine of no less than \$200.
- b. Fines increase per incidences of animals found.
- c. Security deposits can be forfeited at owner's discretion, required replenished on tenant ledger in full, within 10 days.
- d. Any/all damages caused by pet(s) will be billed to the Tenants, payable upon demand.

22. Smoking

- a. **All apartments are non-smoking!**
- b. If once vacated, the apartment has an odor of smoke, there will be a minimum clean-up fee of \$1,000.
- c. If the security deposit is not enough for the clean-up fee, it must be paid within 30 days of receiving the security deposit report.

23. Grills

- a. ONLY electric grills will be permitted on tenant's balconies.
- b. No gas or charcoal grills are allowed at any time, inside or outside the building.
- c. Any gas or charcoal grill found will be disposed of immediately. A fine will be imposed accordingly.
- d. There are charcoal grills provided on-site for tenant's use. Please clean up after yourself after use. Please report to Management if the grills are unusable.
- e. SEE GREASE DISPOSAL #14

24. Bicycles

- a. Bicycles are not allowed in the apartment units at any time.

- b. Please use the bike racks provided on the premises.
 - c. Bicycles left in or on the property (or attached to the bike racks) after the lease has expired, will be considered abandoned and disposed of.
- 25. Railings/Balconies:**
- a. Management reserves the right to approve or deny any patio hangings of signs, banners, sports memorabilia, flags, lights, or related materials.
 - b. No climbing on roofs, balconies, decks or railings. A \$1,000 fine will be imposed.
 - c. No sitting on balcony railings or jumping from balcony railings or decks. A \$1,000 fine will be imposed.
- 26. Number of People Allowed in Apartment**
- a. No more than 10 visitors allowed in an apartment at one time.
 - b. No more than 10 people allowed on balconies at any one time.
 - c. Small gatherings should be kept inside your apartment; not on the stairs, outside, parking lots, hallways or the decks.
- 27. Visitors & Guests**
- a. Visitors & guests are only allowed to stay a maximum of 2 weeks during the term of the lease.
 - b. You will be held responsible for your visitors/guests and their behavior.
 - i. ANY damages they create will be your responsibility.
 - ii. Your apartment will be billed for any disorderly conduct or damages on behalf of your visitors/guests unless we are able to collect it from the responsible party.
- 28. Noise Restrictions**
- a. Respect your neighbors with appropriate conduct at all times.
 - b. No televisions, music or other activity should be so loud at any time that would disturb your neighbors or disrupt someone from sleeping. "Quiet Time" is 10 p.m. through 8 a.m.; meaning courtesy to your neighbors who may be resting/studying.
 - c. Be considerate when someone makes contact with you requesting that you turn down the volume.
 - d. Please report noise violations to our office, of which are held confidentially. Fines are issued for repeat noise violators.

29. Conduct/Lease Violations

Melrose on Fourth & Brooklyn Heights Apartments, LLC reserves the right to take any and all appropriate actions in accordance with the lease agreement. This should be used as a general guideline. If any tenant or guest of a tenant breaks any of the rules and/or regulations the Lessor has the right to evict the unit as a whole or any portion thereof, as the Lessor deems necessary. However, Lessor may choose to impose a fine to the unit or tenant instead of invoking the right to evict. Fines will be issued according to the offense, number of offenses to the unit/tenant, degree of the offense and manner of the unit's/tenant's attitude toward the fine.

- a. **RESULTING IN IMMEDIATE EVICTION OR LARGE FINE:**
 - i. Climbing on balconies, roofs, and railings.
 - ii. Resale of alcohol or charging a fee of any kind to participate in a party.
 - iii. Arrest & conviction of possession or sale of illegal drugs or drug paraphernalia.
 - iv. Possession of any weapons, bombs, bomb-making materials or firearms (even if the Tenant has a Conceal Carry Permit)
 - v. Battery (Fighting): Anyone that without legal justification commits battery upon anyone on our premises shall be immediately evicted. This is not in any way intended to prevent anyone from legally defending themselves when someone is attempting/committing bodily harm to them.
- b. **MAJOR VIOLATION: Resulting in a fine assessed to the unit.**
 - i. Police action taken against any unit/person – i.e. underage drinking, disturbance, etc.
 - ii. Knowingly breaking glass anywhere on the premises.
 - iii. Knowingly damaging property.
 - iv. Failure to comply with direction given by management, security officer, or any Apartment Agent. Disrespect towards management will not be tolerated.
 - v. Gathering of people outside/inside or around your apartment that results in noise problems, trash, or disruption of any sorts.
- c. **VIOLATION: Resulting in a fine assessed to the unit.**
 - i. Any conduct that disturbs/interrupts the sleep of other residents.
 - ii. Any conduct that in itself would alarm and disturb a reasonable person.
 - iii. Any animals of any type found in any unit or on premise. Fines increase per incidences.

30. Hot Tub Rules

- a. Please notify the office if the hot tub is not in proper condition.
- b. No more than 6 persons permitted in the hot tub at one time.
- c. No street clothes in the hot tubs. Only clean proper swimwear at all times. No nudity.
- d. No one is permitted to enter under the hot tub under the influence of alcohol or exhibiting erratic behavior.
- e. No food, gum, or tobacco materials of any kind permitted in or around the hot tub.
- f. No glass containers, soap, lotion, or other materials, which might create hazardous conditions in the hot tub.
- g. No one permitted in the hot tub with known health conditions such as heart, high blood pressure, diabetes, pregnancy, etc.
- h. Please notify the office if anyone suspicious or not of tenant age is occupying hot tub or Rec Rooms.
- i. No spitting, spouting of water, urinating or defecating in or around hot tub.
- j. Always place lid back on hot tub after use.
- k. Any damages created by tenants or guests will be the responsibility of the tenant.
- l. Use hot tub at your own risk.
- m. Melrose on Fourth & Brooklyn Heights Apartments are not responsible for accidents, injury or death.

31. Exercise Equipment Rules

- a. Respect equipment at all times. Do not misuse equipment.
- b. Please notify the office if any piece of equipment is not working properly.
- c. Please notify the office if anyone suspicious or not of tenant age is occupying Rec Rooms.
- d. Any damages created by tenants or guests will be the responsibility of the tenant.
- e. Use equipment at your own risk.

- f. Melrose on Fourth & Brooklyn Heights Apartments are not responsible for accidents, injury or death.

32. Move-Out Procedures

- a. Upon expiration of your lease, you must vacate your unit before or on the lease ending date.
- b. You must return your keys upon lease expiration.
 - i. Keys must be returned to our office within 3 business days of lease ending date (however, you need to vacate on the lease ending date).
 - ii. We recommend dropping them off at the office during office hours or in our drop box 24 hours a day/7 days a week in an envelope with your name, apartment number and bedroom number clearly labeled.
 - iii. We highly recommend NOT returning your keys through the mail. If there is no alternative to mailing them, you must send them in a padded, secure envelope. Keys can easily cut through the envelope if not packaged properly. The tenant will be responsible for keys that are lost in the mail.
 - iv. You will be charged \$25 for an unreturned bedroom or entry door key and \$15 for an unreturned mail key.
- c. You must remove all items from the unit and clean the unit to the standards set forth in the handbook (see section 32).
- d. If your unit requires a walk through prior to moving out due to damages, you must contact to make arrangements with a week's notice. This is not a standard practice.

33. Move-Out Cleaning Procedures

- a. Kitchen:
 - i. Light fixtures: Clean as needed, replace bulbs if needed, put back up.
 - ii. Cabinets & Drawers: Clean insides and exteriors. Dust top of cabinets.
 - iii. Counters: Wipe them off and scrub stains where needed.
 - iv. Sink: Wipe out and scrub areas where needed, especially around faucet.
 - v. Dishwasher: Remove all food or other pieces from strainer in back. Scrub any stains, clean the seal at the bottom and clean the white interior lining and the front of the dishwasher. Just regularly running the dishwasher will NOT clean it.
 - vi. Oven: Clean interior with oven cleaner, clean oven racks as best as possible, clean out bottom drawer. Clean surface, lift surface up and clean under there. Also replace the drip pans if needed (Wal-Mart). **DO NOT** pull stove out and clean underneath.
 - vii. Refrigerator: Clean the exterior thoroughly. Clean inside, taking out all shelves and crisper drawers in the lower part. Lift up tray in freezer and clean underneath, **DO NOT** pull out fridge and clean underneath. Dust top of refrigerator. When finished, **DO NOT SHUT OFF OR UNPLUG!**
 - viii. Vent: (in hallway of first bedroom, covering furnace filter) Take off its hinges, clean and put back.
 - ix. Barstools: Wipe the surfaces of them, especially the legs.
 - x. Floors: Sweep & mop. Scrub where necessary.
 - xi. Misc.: Wipe down doors, wire shelving in closets, corners of walls (up high too for spider webs), baseboards, vents, faceplates & outlet covers.
- b. Living Room:
 - i. Ceiling Fan: Dust blades and rest of fan. Wipe the light fixtures around the bulbs so that they are free of dust, replace bulbs if needed.
 - ii. Tables: Clean end tables & coffee table. Don't forget about dusting the legs.
 - iii. Couch & Loveseat: Vacuum under cushions and rest of couch as needed.
 - iv. Windows: Clean glass and white part surrounding it, clean or replace mini blinds.
 - v. Deck: Clean all white parts of door with a Magic Eraser and Windex the glass. Sweep deck.
 - vi. Floor: Vacuum room and edges of entire room.
 - vii. Misc.: Wipe down baseboards, corners of walls (up high too for spider webs) vents, faceplates & outlet covers.
- c. Bedrooms:
 - i. Windows: Clean glass and white part surrounding it, clean or replace mini blinds.
 - ii. Dresser: Dust top off and clean inside and outside of drawers.
 - iii. Ceiling Fan: Dust blades and rest of fan and wipe the fixtures around the bulbs so that they are free of dust, replace bulbs if needed.
 - iv. Floor: Vacuum room and edges of entire room.
 - v. Misc.: Wipe down doors, corners of walls (up high too for spider webs), wire shelving in closets, baseboards, vents, faceplates & outlet covers.
- d. Bathrooms:
 - i. Tub: Scrub entire bathtub removing all soap scum and dirt until gone, wipe down all other areas. Remove and dispose of shower curtain & rod, otherwise there may be a charge to dispose of them for you.
 - ii. Toilet: Scrub bowl, clean the entire exterior.
 - iii. Vanity: Clean mirror, scrub sink and vanity area. Clean inside and exterior of cabinets and drawers.
 - iv. Light Fixtures: Clean fixtures so that they are free of dust. Replace vanity bulbs if needed.
 - v. Floor: Sweep & Mop. Scrub as needed.
 - vi. Misc.: Wipe down towel & toilet paper bars, baseboards, doors, faceplates & outlet covers.
- e. Laundry Room:
 - i. Surfaces: Wipe off all surfaces of Washer & Dryer. **DO NOT** move washer & dryer to clean underneath or behind it. Sweep and mop floor.
- f. Furnace Room:
 - i. Wipe off all surfaces. Sweep and mop floor
 - ii. Never allow water to drip into buckets or pool on flooring. Call in a service order immediately!
- g. Misc.
 - i. Remove all belongings, trash, etc. (\$35 fee per bag of items removed).
 - ii. Remember to replace all light bulbs that are out and mini blinds that are broken or extremely dirty, otherwise you will be charged for each light bulb replaced and each mini blind replaced.
 - iii. Please leave ALL cable boxes and the routers that came with the apartment **if applicable. These are the property of Consolidated Communications, and if taken, they are considered stolen property and tenants will be charged accordingly.

34. Charge List

General			Bedroom		
Cleaning	\$25	per hour	Dresser	\$150	
Full Paint	\$200	per room	Closet Shelves	\$30	each
Steam Cleaning Carpets	\$150	apartment	Mattress	\$150	full
Drywall Repairs	materials	plus labor	Box Spring	\$150	full
Carpet	materials	plus labor	Bed Frame	\$75	full
Tile	materials	plus labor	Blinds	\$20	each
Lights	materials	plus labor	Bathroom		
Kitchen			Tub Repair	\$200	approx.
Oven	\$500		Shower Head	\$50	
Dents	\$30	each	Shower Faucet	\$100	
Drip Pans	\$5	each	Toilet	\$400	
Oven Parts	materials	plus labor	Toilet Seat	\$50	
Refrigerator	\$600	approx.	Towel Bar	\$25	
Dents	\$30	each	Towel Ring	\$25	
Refrigerator Parts	materials	plus labor	Toilet Paper Holder	\$25	
Dishwasher	\$350		Laundry		
Kitchen Sink Damage	\$150		Washer	\$500	
Sink Faucet	\$100		Dryer	\$500	
Barstools	\$100		Misc.		
Countertop	materials	plus labor	Faceplate/Outlet Covers	\$5	
Cabinets	materials	plus labor	Window	\$250	min.
Cabinet Drawers	\$75		Sash Only	\$150	
Cabinet Doors	\$75		Screen	\$35	
Pantry Shelves	\$30	each	Entry Door	\$300	
Garbage Disposal	\$100		Door Jamb only	\$150	
Garbage Disposal Repair	\$30		Interior Door	\$150	
Living Room			Door Jamb only	\$125	
Couch or Loveseat	\$400-500		Entry Door Repair	\$200	min.
**Couch & Loveseat Set	**\$ MP		Patio Door w/ blinds inside	\$500	
Coffee Table	\$125		Couch / Loveseat Repair	materials	+ labor
End Table	\$75	each	Barstool Repair	Materials	+ labor
Cushion Repair	\$50	each	Trash per bag/trip	\$35.00	per bag

**MP = Market Price to replace with same quality, style, shipping costs to receive it, and maintenance fees for furniture move.