

739 Lincoln Avenue Charleston, IL 61920 217-345-RENT (7368) 217-512-2283 fax

Emergency After-Hours Maintenance 217-549-5024

RULES & REGULATIONS HANDBOOK

PLEASE READ CAREFULLY!!!

This handbook contains general rules & regulations

<u>These Rules and Regulations are incorporated into the Lease executed between</u>

Unique Properties and the Tenant

Please keep for future reference.

www.unique-properties.net



Unique Homes Properties

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Everyone is expected to follow the Rules and Regulations Handbook, as well as any additional published rules that Management may deem necessary to ensure the safety and well being of all tenants.

INTRODUCTION

Thank you for choosing Unique Properties as your home away from home while attending school. We strive to make your living experience as pleasant as possible. Please read and understand the following before signing the lease agreement:

ALL LEASES ARE JOINT & SEVERAL: this means that all persons on a signed lease are responsible for rents, damages, etc. in the apartment.

SIGNED LEASE: A signed lease is legal and binding; this means you are responsible for the term of the lease. If you cannot fulfill your lease obligations you have two options available:

- (1) The remaining Lessee(s) on the lease agree, by signing a new lease with us, to pay your portion of the rent; you forfeit your deposit.
- (2) You find someone else to take over your lease (subleasor*); you forfeit your deposit.

 *A subleasor is someone who has not already made contact with Unique Apartments or Unique Apartments has not made contact with the subleasor; and they meet all the requirements to lease an apartment with Unique Apartments. Unique Apartments Management reserves the right to deny a subleasor. Subleassors must be of the same gender as the current tenants living on premises.

APARTMENTS ARE FIRST COME, FIRST SERVE.

ALL OCCUPANTS MUST BE PRESENT and all deposits must be paid at the time of lease signing.

LEASE GUARANTEE form must be completed, notarized and return to Unique Properties within 30 days from lease signing. The lease guarantor must be a parent or legal guardian. If you are unable to obtain a parent or legal guardian to be your Lease Guarantee management at its discretion may or may not approve someone of your choosing. If you can not provide an acceptable Lease Guarantee before term beginning date Lessor will require a **mandatory \$750** refundable deposit for damages, charges, fees, fines and/or rents dependent upon Lessor's requirements to fulfill the lease due on or before term beginning date. Failure to provide a Lease Guarantee or the additional deposit <u>DOES NOT</u> void the signed lease. You are still responsible for payment of the lease agreement.

RENTAL APPLICATION needs to be completely filled out at the time of lease signing.

ROOMMATE PROFILE needs to be filled out accurately and honestly to ensure proper placement.

PHOTO ID is required of all tenants. (acceptable ID is Driver's License, State ID, or Passport)

FINANCIAL AID FORM is required of for all tenants using financial aid to defer rent.

We are looking forward to a great year with you! Please let us know if you have any questions!

POLICIES

1. Move-In:

- A. Keys will only be given out after:
 - 1. The Security Deposit, first and last months rents have been paid for the entire unit.
 - 2. All paperwork is completed for the entire unit.
 - 3. All Lease Guarantees have been signed and notarized, or \$750 "NO Lease Guarantee Deposit".

THERE WILL BE NO EXCEPTIONS.

- B. Financial Aid & Scholarship students must adhere to the above regulations, also. (See Section 8).
- C. Keys & Permits will be given out on the lease starting dates **ONLY**.
- D. You must pick up your keys from our office, office hours are 8:00am to 4:30pm, Monday Friday. Keys will be issued to Lessee Only!
- E. You will need to pick up your Move-In Check List when you receive your keys.
 - 1. Move-In Check Lists must be filled out and returned to our office within three (3) days of move-in date.
 - a. Move-In Check Lists is a record of what might be wrong with your apartment when you move-in.
 - b. Move-In Check Lists should be a detailed listing of any and all existing problems.
 - c. Move-In Check Lists record problems so that you will not be charged for damages that existed before you took occupancy.
 - d. 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. Placement of Tenants:

- A. Any tenant who does not have a full group will agree to:
 - 1. Actively assist in finding roommates by:
 - a. Actively assist in finding roommates
 - b. Making contact with anyone supplied by Unique Apartments
 - c. Sign the Placement of Tenants Addendum
- B. Any tenant still needing roommate(s) 30-days before lease beginning date may have roommate(s) placed with them.
- C. Unique Apartments reserves the right to move any tenant to a comparable apartment if the apartment is not full and deemed necessary for placement purposes 30 days before lease beginning date.
- D. Any objection to placement of either roommate(s) or unit assignment will result in:
 - 1. Unique Apartments charging tenant the full amount of the rents due for all unoccupied bedrooms.
 - 2. Tenant also will be responsible for the full amount of the security deposit at that time.
 - 3. At this point, no further attempt will be made to find roommate(s) for tenant(s).
- E. Any tenant smoking in a non-smoking unit will be fined \$100 plus pay the \$150 relocation fee to be designated to a smoking unit, if available.

3. Security Deposits:

- A. Security deposits are **NOT** rent money.
- B. Security deposits are \overline{NOT} transferable from one apartment to another apartment.
- C. Security deposits and any credit on account are used towards any cleaning, painting, steam cleaning, damage charges, repairs or replacement costs, any unpaid fees or fines.
- D. Only after all charges are paid does any of the remainder of the security deposit absolve any unpaid rents.
- E. Any deposit refund will be returned within 30 days of lease ending date provided:
 - 1. Your final utility bills are paid
 - 2. We have all bills in from our contractors
 - a. This is so that we may provide you with an accurate billing of any charges.
- F. If we are waiting on a contractor to do repairs, we will send you an estimated billing within 30 days of lease ending date.
- G. Security deposits will be forfeited in your unit for any unauthorized pets having been found in your unit.
- H. Security deposits will be forfeited if you sublease your apartment (without Lessor's prior approval).
- I. Security deposits will be forfeited if you do not follow through on your lease for any reason.
- J. If your security deposit has been forfeited, any cleaning/damage charges must be paid within 30 days.
- K. All outstanding balances must be paid within 30 days of receipt of Security Deposit Report, 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, collection costs and attorney fees.

- L. 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 charges.
- M. Interest on security deposits will be paid only if no portion of the lease has been compromised, such as, late payments and the apartment building size qualifies for interest.
- N. Security deposit checks will be returned to the address on the Lease Gurantee Form. It is your responsibility to notify our office if there has been a change of address; if you fail to notify us of a change of address, and we reissue a check, you will be charged the stop payment fee from the bank. If you have not received your security deposit report/refund within 45 days from your **lease ending date**, notify our office.

4. 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 5: Late Fees).
- C. If your parents pay your rent, you must make sure they know your due date to avoid late fees.
- D. We accept checks, money orders, traveler's checks, VISA and MasterCard (applicable fees will be applied).
- E. Make sure your apartment address, unit number and phone number are on all checks submitted.
- F. Checks should be made payable to: Unique Apartments LLC, RAND Investments or Unique Properties.
- G. Checks may be mailed or brought to the office during business hours, or dropped in our rent drop box located at 739 Lincoln Ave., Charleston, IL 61920.

5. Late Fees:

- A. Will be charged as per section 3 of the lease.
- B. There is a 5-day grace period. On the 6th day, a 10% late fee will be applied to your account (10% of your monthly rental amount). If your rent is due on the 15th you also have the 5-day grace period. On the 21st day a 10% late fee will be applied to your account.
- C. Late fees are charged to the tenant(s) whom pays late, but the entire unit is responsible for timely payments.
- D. Any unpaid charges will be deducted from the security deposit at the end of the lease term.
- E. Late fees are applied to all NSF & returned checks along with a NSF charge.
- F. Fines, utility reimbursement and maintenance fees need to be paid on or before the specified due date. Any unpaid balance will be charged \$30.00 on a per month basis until paid in full.

6. Returned Check Charges:

- A. All checks returned from the bank for *any reason* will be charged \$30.00.
- B. Checks can be returned for insufficient funds, NSF, or having the wrong amount written on checks.
- C. You will have five (5) days to correct a NSF check before it is turned over to the Illinois State's Attorney's office
- D. <u>ALL</u> NSF checks must be paid by money order, cashier's check or bank draft. No personal checks will be accepted to replace a check that has been returned by the bank.

7. Financial Aid & Scholarship Tenants:

- A. *ALL* Financial Aid and Scholarship tenants must provide documentation proving financial assistance prior to the first monthly rent installment due date.
- B. Financial Aid & Scholarship tenants will still be held responsible for the security deposit, 1st & last month's rent, paperwork completion and Lease Guarantees before keys are issued.
- C. Unique Apartments will **NOT** permit any person to take up occupancy without meeting these requirements.

8. Financial Aid & Scholarship Late Fees:

- A. Late fees will be waived to all Financial Aid and Scholarship tenants up to the date specified on the Financial Aid Form only if financial aid deferment is approved by Unique Apartments Management.
- B. You have 3 days from the date Financial Aid is disbursed from the school to bring your account up to date and pay the remainder of the financial aid agreement. Failure to make payment in full within 3 days of disbursement of Financial Aid will result in late fees being assessed on your account. Example: 1st disbursement will pay September January. The 2nd disbursement will pay from February-June.

9. Past Due Notices:

- A. Any tenant 5 days past due on their rent will be issued a Five Day Notice to vacate.
- B. If the full amount due to Unique Properties is not paid within the five day period, we will file an eviction lawsuit in court.
- C. Any other amounts delinquent more than 10 days, which may include, but is not limited to, late fees, utility charges, NSF charges, incorrect check amount and charges, fines, maintenance fees, damages, key charges, permit charges and balances due from Security Deposit Report will be turned over for collection.
- D. Legal fees, collection fees accrued in order to collect monies due will be the responsibility of the tenant.

10. Keys and Locks:

- A. An apartment key will be supplied to each tenant in the unit. Each tenant will be given a front door key at 1202 Lincoln Ave. and 706 Lincoln.
- B. One mailbox key is given to one tenant per apartment. One laundry /recreation key will be given to one tenant per apartment at 2409 8th Street and 706 Lincoln. Although they are issued to one tenant, they should be made available to all tenants in the unit.

- C. If you have temporarily misplaced a key, you may come to our office to borrow one for 1 (one) week. If you have not returned the borrowed key within 1 (one) week, you will be charged the non-refundable fee of \$25.
- D. Tenants are not permitted to alter locks, duplicate keys, install new locks, knockers, 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.
- E. If you have lost your keys or failure to return key(s) within 3 days upon lease expiration will result in a \$25 non-refundable charge per key.

11. Utilities:

- A. If you are in a NON ALL INCLUSIVE UNIT Utilities will most likely not be on when you move-in to your apartment.
 - a. In the event that the utilities are already turned on upon move-in, you must have these changed over to your own name immediately. Utilities, unless otherwise specified in your lease, are the responsibility of the tenants.
 - b. If services are not put into your name by the <u>lease start date</u>, they may be disconnected. A \$50 administration fee will be added to the bill charged to you by Unique Apartments.
 - c. The following are contact numbers for each utility company:

Electricity: AmerenCIPS (888) 789-2477
Water: City of Charleston Water Department (217) 345-8430 Fax (217)345-8427
Phone/Cable/Internet:

Mediacom (217) 345-7071
Illinois Consolidated (800) 480-0080

- d. Unique Apartments does not supply utility service. If you have a problem with your utility services, please contact the appropriate utility office.
- e. Tenants must make their own arrangements for services that require someone to be present at the apartment.
- f. Unique Apartments is not involved in and/or does not regulate the deposits and /or hookup fees charged by any of the utility companies our tenants may use.
- g. If tenants have the electricity taken out of their name before the lease ending date, we will bill the tenants for these utilities from the time they shut them off until the end of the lease in addition there will be a \$50 administration fee added the charge of the utility. All final water bills will be sent to Unique Apartments. Final water bills will be withheld from tenant security deposits. If tenants have water taken out of their name prior to their lease ending date they will be billed for those charges in addition there will be a \$50 administration fee.
- B. All tenants that occupy the unit are responsible for continuous service to the apartment through the term of Lease. Utility service must not be interrupted at any time during your residency. 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 Holiday breaks.
- C. Unique Apartments does not facilitate utility bill paying amongst roommates.

12. Maintenance:

- A. Any problem can be handled by calling the office during regular business hours of 8:00am and 4:30pm, Monday through Friday.
- B. Non-emergencies after hours can be left on our voice mailbox and will be handled the next business day. 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 previously arranged with the office.
- C. ONLY IN AN EMERGENCY (Below) ONLY AFTER HOURS call 217-549-5024.
- D. The following are deemed as emergencies:
 - a. Fire, anywhere. Always call 911 first to report a fire, and then call the emergency numbers provided.
 - b. Flooding or serious water leakage anywhere.
 - c. Power failure. If the problem covers the **entire property site**, you should call your electric service provider first; otherwise call Maintenance at (217) 549-5024.
- E. YOU will be charged a minimum of \$50 for any after hour's calls that are non-emergencies.
- F. Unique Apartments Maintenance can enter into an apartment unannounced when deemed necessary.
- G. Maintenance will be entering into each apartment unannounced at least 3 times a year to change air filters.

13. Lockouts

- A. If you find yourself locked out during our office hours of 8a.m.-4:30 p.m. Monday –Friday, you can contact our office immediately.
- B. If it is after business hours please call a locksmith.
- C. If you contact Unique Apartments Emergency Maintenance there will be a \$50 Lockout Fee that must be paid at the time of service.
- D. Do not break in the door or remove screens to climb in the window to gain access to your unit. You will be charged for any damages you create attempting to gain access to your apartment.

14. Parking:

- A. All units will be allowed the number of parking spots allotted on your lease.
- B. ALL tenants using parking spaces MUST have a parking permit displayed on the inside lower passenger-side at all times. Permits are issued upon move-in, to tenants having vehicles (with proper information recorded and all required rent/deposit payments made).
- C. Any vehicle that is inoperable or has not moved for more than one (1) week will be towed, with or without a permit.
- D. Any vehicle without proper registration will be towed.
- E. Parking is limited in most locations; please adhere to parking rules so that all tenants have a place to park. All cars must be parked appropriately. You must park your vehicle between the yellow lines provided.
- F. There are some areas marked by diagonal yellow lines, these are NO PARKING areas and /or are areas marked for Handicap parking.
- G. PARKING PERMITS CANNOT BE TRANSFERRED.
- H. Parking is for tenants, not their guests!
- I. Vehicles parked on our lots are parked at your own risk. Unique Apartments insurance does not and will not cover any vehicle damage while parked on our premises. If your vehicle is involved in an accident with another vehicle parked on our property, it is the responsibility of the vehicle owners insurance to pay for the damages.
- J. The parking for 1429 7th Street apartments is around the apartment building and across the alley, behind the house of 1434 9th Street, which is marked Unique Apartments.
- K. Tenants may only park in the lots provided for their respective building. You may not park at other Unique Apartments parking lots; this will result in getting towed. We will replace parking permits for those who trade vehicles or loose their permits; however, there will be a \$15.00 charge for replacement permits.
- L. No semi-trucks, boats, trailers, or snowmobiles allowed in the parking lots at any time. Absolutely no pulling individuals behind vehicles on skateboards or any other object, in snow or any other means. This is dangerous and all parties involved will be fined.

15. Visitor Parking:

- A. A Visitor/Temporary Pass can be picked up at the office M-F, 8am-4: 30pm. You may only park in the lot designated on your visitor permit. There is no charge for temporary passes.
- B. Visitor passes are only valid if completely visible!
- C. Visitors MUST move their vehicles when asked by a tenant or manager.

16. Towing of Vehicles:

- A. All vehicles not complying with the parking rules will be towed 24 hrs a day at the vehicle owner's expense.
- B. Towing takes place 24 hours a day, 7 days a week.
- C. Driveways and entries are not to be blocked at any time or your vehicle will be towed.
- D. Parking is allowed in designated areas only! If your vehicle or your guest's vehicle is towed, please contact the towing company that is referred to by the sign on your building.

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.

<u>Unique Apartments does not profit monetarily from towing.</u>

17. Insurance:

- A. Lessors' (Unique Apartments) insurance provides coverage for the building against fire, wind, water, liability and contents provided by lessor ONLY!
- B. Lessors' insurance does NOT cover personal property of lessee (tenant).
- C. Tenants may contact their parents' insurance carrier to see if their policy would cover the tenants' personal property and belongings. We recommend tenants purchase renter's insurance from an insurance company.
- D. Lessors' insurance does not cover any vehicles parked on our property or accidents that occur on our property.

18. Trash Disposal:

- A. Lessor (Unique Apartments) provides tenants with dumpsters, which are located on the premises.
- B. At NO TIME is there to be trash, cigarette butts or litter of any kind on the decks, landings stairways, parking lots, grass areas, entryways, exits, or outside of unit doors. Each tenant is responsible for keeping the premises clean. Anyone not in compliance with this will be charged a fee of not less than \$30.00 for our cleaning/maintenance personnel having to pick up any trash, trash bags or cigarette butts in or around your prospective area. Put all cigarette butts in provided receptacles or your own receptacles.
- 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 left in front of the apartment door, dropped and/or placed at the bottom of the stairs to be picked up later. You will be fined \$30 per bag of trash left outside your apartment and not properly disposed of.
- E. Beer cans and bottles are not decorations on patios/balconies and shall be put in containers such as your Trashcan (INSIDE NOT TO BE PLACED OUTSIDE).
- F. Trash fines will increase with every fine issued to the same apartment.

19. Trash Removal and Cleanup:

- A. Any person found to be throwing food or nonfood items that deface property, damage property and could cause bodily injury to any person, will be charged for clean up costs and may be evicted.
- B. If a guest of a tenant is found to be the culprit the tenant and/or apartment will be held responsible. The

 person found to be causing a disturbance or engaging in inappropriate behavior will be
 removed from the property and charged with criminal
 trespassing and criminal damage to property.
- C. The entrance to your front door, patios & concrete decks are to be swept up weekly, along with the clean up of your apartment's interior. Do not leave trash bags sitting outside your apartment-place in dumpster.
- D. Any unit found with excessive trash which creates a bug problem will be liable for all costs for bug extermination.

20. Security:

- A. At 1202 Lincoln and 706 Lincoln security doors are provided on the front of the building and should be kept shut at all times. (Under no circumstance are they to be propped open for any length of time your apartment will be fined if a tenant or guest of a tenant does so). There is surveillance video at 1202 Lincoln, 1515 9th St, & 2409 8th St.
- B. If a tenant wishes to view surveillance footage of any camera located around tenant premises this will be done at Unique Apartments discretion and a charge of \$40 per hour will apply.
- C. All other units and houses have deadbolts and/or adequate locks.
- D. **ANY PERSON** found tampering with or causing damage to the surveillance cameras will be fined up to \$2,000.00, plus costs for the damage and labor to replace the damaged property. Eviction and prosecution may follow, for damaging personal property.

21. Vending/Laundry Machines:

- A. Any vending and/or laundry machines provided are for your convenience. Any abuse of any kind will result in prosecution.
- B. In case of machine malfunction, please place an "out of order" sign on the machine and contact our office to report the problem so that we may contact the proper company for repair.
- C. ANYONE found damaging or vandalizing these machines will be evicted and prosecuted for all damages.
- D. If you lose money in any machine at one of our locations you may call or come to the office to request a refund from that machine.

22. Smoke Detectors/Fire Extinguishers:

- A. The lessor provides smoke detectors. If any malfunction or problem should arise, please notify our office at once.
- B. Unique Apartments will supply batteries for all smoke detectors we supply. Batteries must be picked up at our office and should only have to be changed twice per year.
- C. Under no circumstances is the lessee to disconnect any smoke detector. Taking down the smoke detectors is illegal. If your apartment is found to have a smoke detector taken down, we will fine your apartment not less than \$50.00.

- D. Tampering with the fire alarm system **will** result in a fine of not less than \$2,000.00 and prosecution. This includes but is not limited to the smoke detectors located inside each apartment.
- E. All units should have fire extinguishers under the kitchen sink. Please contact our office if the unit doesn't have one. If fire extinguishers are used for anything other than their intended use, tenants will be responsible for the recharging/replacement of the extinguisher and any damage or cleaning inappropriate use might cause.

23. Doors/Windows:

- A. No signs are allowed on entry doors or hanging from windows.
- B. Tenant may not make permanent changes to doors or windows, such as screws.
- C. Windows may be covered with curtains, if the curtain rods are hung by the trim and not the drywall.
- D. Anyone found tampering with the security doors and/or windows will be prosecuted for unlawful entry and charged with attempted burglary.
- E. Anyone caught yanking or pulling on the security doors at 1202 Lincoln Ave. will be fined accordingly. This can cause the door and/or locking mechanism to break.

24. Pictures:

- A. Lightweight pictures and like items are allowed to be hung within the unit using small paneling nails.
- B. Anything of any weight MUST be approved through our office and hung by our maintenance for a fee of \$45. (Also see Care of Your Apartment.)

25. Removal of the Furniture Provided:

- A. We will remove any unwanted furniture for a removal fee of \$30.00. You must fill out a furniture removal request at our office.
- B. Any furniture removed by the tenants without consent of Unique Apartments will be considered stolen property.
- C. Do not place unwanted furniture outside your apartment. Leave it inside your unit until maintenance can remove it. You will immediately be charged if furniture is destroyed or stolen because you left it outside your unit.

26. Illegal Drugs and/or Any Other Illegal Activity:

A. Unique Apartments may terminate the lease upon finding any illegal drug(s), drug paraphernalia, or any other illegal activity. The remainder of the rents will become immediately due at the time of lease default.

27. Tampering with Utility Boxes and/or Air Conditioner Units:

- A. Any person found to be tampering with utility boxes and/or A/C units will be fined a minimum \$75.00.
- B. The EPA will impose a fine of \$10,000 to any person who intentionally breaks a Freon line to an A/C unit.
- C. There is a \$5,000 reward offered by the EPA for any person with information leading to a conviction of a person who breaks this law.

28. Rent Reassignments:

- A. Your apartment may choose to reapportion the rent any way that is agreeable to all tenants involved.
- B. This reapportionment must be done outside of Unique Apartments involvement. Unique Apartments can only charge the amount of rent that is indicated on the lease.

29. Kegs:

- A. No kegs or keg parties are allowed on any of our premises.
- B. A fine of \$1,000 will be imposed.

30. Grills:

A. NO gas, charcoal or electric grills are allowed at any apartment complex, inside or outside, the buildings at anytime. Any grill found will be disposed of immediately!!! A fine will be imposed accordingly.

31. Bicycles, Motorcycles, or Any Type Vehicle:

- A. NO bicycles, motorcycles, or vehicles of any kind are allowed in the unit/house at any time.
- B. There are bicycle racks provided at most of the complexes.
- C. Any bicycle/vehicle found within any unit/house will be cause for a fine and/or immediate eviction.
- D. Any house rented with a porch may have bicycles on it, but not inside the premises.
- E. Bicycles left in or on the property when lease has ended will be disposed of. No exceptions.
- F. Bicycle Permits are \$5, you are allowed only one bicycle permit.
- G. Permit must be visible at all times.
- H. You may only lock up your bicycle on the bicycle racks located at each of the buildings. Any bicycles found locked up to the building railings or any other part of the building will be removed and your chain/lock will NOT be replaced.

32. Railings/Balconies:

- A. No climbing on roofs, balconies, decks or railings. THIS CAN RESULT IN IMMEDIATE EVICTION.
- B. No sitting on balcony railings or jumping from balcony railings or decks.
- C. Fines will be imposed accordingly.

33. Maximum # of persons:

- A. Maximum of nine (9) persons on decks at any one time.
- B. Maximum of nine (9) persons in an apartment at one time.
- C. Small parties should be inside your apartment/house. Not on the stairs, outside, parking lots, hallways nor on the balcony or decks.
- D. Coles County has an Open Container Law for alcohol.
- E. Apartments will be fined for breaking any of the above-mentioned offenses.

34. Visitors & Guests:

- A. Visitors/Guests are only allowed to stay a maximum of 1 week during the term of the lease.
- B. You will be held responsible for your visitors/guests and their behavior.
- C. ANY damages they create will be your responsibility.
- D. Your apartment will be billed for any disorderly conduct on behalf of your visitors/guests unless we are able to collect it from the responsible party.

35. Noise Restrictions:

- A. Respect your neighbors with appropriate conduct at all times.
- B. No televisions, stereos, radios, or other activity should be so loud at anytime that would disturb your neighbors or disrupt someone from sleeping.
- C. Be considerate when someone makes contact with you requesting that you turn down the volume.
- D. Fines will be issued for noise violators in addition fines will increase per violation.

36. Lease Expiration/Returning Keys:

- A. Upon expiration of your lease (THE LAST DAY OF THE LEASE TERM), all tenants are held equally responsible for the condition of the unit. This means, the unit <u>MUST</u> be cleaned (according to the move-out procedures on page 13), vacated, and all keys returned to our office when your lease ends. Those tenants moving out early are held responsible for the condition of the unit through the last day of the lease term. You have three (3) business days to return all keys to our office; however you must vacate the apartment on the lease ending date.
- B. Keys must be turned into our office. DO NOT transfer keys to the next tenant. DO NOT leave them in the unit or with someone else living within the unit/complex.
- C. 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.
- D. Tenants have three (3) days to turn in ALL keys after the lease ending date, they will be charged \$25.00 for each unreturned item. This amount WILL BE deducted from the Security Deposit Report if the items are returned after the three (3) day period and no adjustments will later be made.
- E. ALL items must be removed from the unit. Anything left in a unit after lease expiration, will be disposed of. There will be NO EXCEPTIONS to this rule. In addition you will be charged a minimum charge of \$30 per trip for items removed by Unique Apartments.
- F. If you wish to be present during the check out of your unit, you must contact our office <u>at least</u> two weeks prior to your lease ending date to make arrangements. Checkouts will only be done when all tenants have vacated the apartment.

38. Changing Apartments During a Lease Term:

- A. You may only change apartments with Management's approval.
- B. There is a \$350.00 transfer fee for all tenants who wish to change apartments during lease term.
- C. If you wish to move from your apartment, you must first contact our office. Our office reserves the right to deny any and all moves.
- D. A security deposit report will be done for the apartment address that tenant is moving from within 30 days of that early termination date.
- E. You will be required to sign a new lease and pay a new security deposit for the apartment that you are moving to.
- F. Tenants can only move into an open bedroom meaning a bedroom that is not currently leased by another tenant. *You cannot become a subleassor for another tenant.*
- G. These guidelines are in conjunction with Section 2 of this handbook.

39. Referrals

- **A.** Referrals will be awarded to tenants that refer **new** tenants to Unique Apartments.
- **B**. Referral may not be someone who has already initiated or received contact from Unique Apartments.
- C. Referrals may be paid by check or given as a rent credit depending on management approval.
 - **a.** The referral must inform Unique Apartments he or she was referred on or before signing of the lease agreement.
- **D.** Referrals will be paid on a per apartment basis. Ex. Referring three people to a three bedroom will pay \$100. Referring one person to a three bedroom will pay \$33.33.

40. Pet Policy:

- A. Unique Properties does allow pets only at authorized buildings.
- B. Any tenants that have pets must sign a pet lease. Please refer to the pet lease for all rules and regulations regarding having a pet.
- C. Security deposits will be forfeited for any unauthorized pet.
 - a. If any pet is found on the premises, the lessee can be evicted from the premises and held responsible for any damages caused by the pet and all rent will become immediately due.

41. Smoking Policy

A. No tenant shall cause to be created noxious odors that shall disturb the quiet use and enjoyment of the premises by other tenants in the building. Such odors include the smoking of cigarettes and marijuana.

Conduct/Lease Violations

Lessor (Unique Apartments) reserves the right to take any and all appropriate actions in accordance with the lease agreement. This should be used as a general guideline and all lease agreements will be enforced. 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 there of, 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.

I. RESULTING IN IMMEDIATE EVICTION OR LARGE FINE:

\$500 and up

Climbing on balconies, roofs, and railings.

Resale of alcohol or charging a fee of any kind to participate in a party.

Arrest & conviction of possession or sale of illegal drugs or drug paraphernalia.

Possession of any firearm, weapons, bombs, bomb-making materials, or related materials.

Throwing of rocks

Battery (Fighting): Anyone that without legal justification commits battery upon anyone on our premises shall be immediately evicted. This is not in anyway intended to prevent anyone from legally defending themselves when someone is attempting/committing bodily harm to them.

II. MAJOR VIOLATION:

\$250 and up

Resulting in a fine assessed to the unit.

Police action taken against any unit/person - i.e. underage drinking, disturbance, fighting Knowingly breaking glass anywhere on the premises.

Knowingly damaging any property.

Theft

Failure to comply with direction given by site manager, security officer, or any Unique Apartments Agent. (disrespect towards any Unique Apartments staff will not be tolerated and you will be fined accordingly.)

Gathering of people outside/inside or around your apartment that results in noise problems, trash, or disruption of any sorts.

III. MINOR VIOLATION:

\$50 and up

Resulting in a fine assessed to the unit.

Any conduct that disturbs/interrupts the sleep of other residents.

Any conduct that in itself would alarm and disturb a reasonable person.

Possession of an open alcohol container

If you feel police action is necessary, please call the police department:

Charleston City Police: 345-8407

^{*} Fine amounts are subject to change without notice**

CHARGE LIST

This list is a basic guideline of the charges that will incur should a tenant damage or break any of the following during their lease term. These prices are subject to change without notice. This list includes most charges, but charges are not limited to those on this list.

General		
Cleaning	\$27	Hour
Steam cleaning	\$160	Apartment
Full Paint		Room
C	Carpet price	
Carpet KITCHEN	plus labor	
	¢600	
Oven	\$600	
Dents Repair of Door	\$40 \$45	Each
•	1	
Glass Top	\$450	
Filter	\$15-20	
Drip Pans	\$10	Each
Refrigerator	\$850	
Dents	\$30	Each
Repair of Door	\$50	
Shelving (Crisper)	\$85	
Drawers	\$60	Each
Door Parts	\$30	Each
Dishwasher	\$550	
Kitchen Sink Damage	\$20	
Sink Handle	\$50	
Drain Stoppers	\$10	Each
Kitchen Table	\$230	
Kitchen Chairs	\$60	Each
Counter Top	\$500	min.
Cabinets	\$250	Each
Cabinet Drawers	\$50	Each
Cabinet Doors	\$75	Each
Pantry Shelves	\$35	Each
Kitchen Closet Door	\$150	Each
Garbage Disposal	\$150	Each
BEDROOM		
Dresser	\$150	Each
Closet Shelves	\$35	Each
Mattress –Twin	\$80	Each
Box Springs-Twin	\$80	Each
Mattress-Full	\$300	Each
Box Springs-Full		Each
Bed Frame	\$50	Each
Vanity Faucet	\$75	
Vanity Mirror	\$150	
Vanity Basin	\$250	
Blinds	\$25	Each
	1	

LIVING ROOM		
Couch - Cushion	\$550	\$75
Tears	\$40	Tear
Cig. Burns	\$30	Burn
Loveseat - Cushion	\$400	\$75
Tears		Tear
Cig. Burns		Burn
Ceiling Fan	\$175	
Sliding Door	\$450	
Sliding Door Screen	\$200	
Coffee Table		Each
Glass Only	\$120	
End Table		Each
Glass Only	\$80	
Vertical Blinds	\$175	
Panels		Each
BATHROOM		
Tub Repair	\$80	
Shower Head	\$25	
Shower Faucet	\$75	
Toilet	\$120	
Toilet Seat & Ring	\$20	
Towel Bar	\$25	
Plungers	\$30	
LIGHTING		<u> </u>
Light bulbs	\$8	Each
Vanity light bulbs		Each
Appliance Bulb		Each
Lighting Globes		Each
Ceiling Fan Globes		Each
Light Switch		Each
Light Switch Plate Covers		Each
MISC.	•	
Window	\$250	Min.
Sash Only	\$150	Each
Screen		Each
Front Door	\$300	
Door Jamb	\$150	
Door knob	\$50	
Interior Door		Each
Door Jamb		Each
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REQUIRED MOVE-OUT PROCEDURES

This list gives tenants an idea of what we expect at move-out.

KITCHEN:

Light fixtures: Clean as needed, replace bulbs if needed, put back up. (Unique Apartments replaces fluorescent bulbs).

Windows: Clean glass and white part surrounding it, clean or replace mini blinds

Cabinets & Drawers: Clean insides of them and exterior.

Counters: Wipe them off and scrub where needed.

Sink: Wipe out and scrub area where needed especially around faucet.

Dishwasher: Removed all food or other pieces from strainer in back, scrub any stains, especially clean the white interior lining and the front.

Oven: Clean interior with oven cleaner, clean oven racks as best as possible, clean out bottom drawer. Clean surface and surface lifts up, clean under there, also replace the drip pans if needed (Wal-mart). Pull stove out and clean underneath (sweep & mop) and sides of cabinets, also the hood (above the stove). Replace hood filter if very greasy or missing (Appliance store), and replace appliance bulb if out (Wal-mart).

Refrigerator: Clean all of the exterior thoroughly, clean inside, taking out all shelves and drawers in the lower part and cleaning, lift up tray in freezer and clean underneath, pull out fridge and clean underneath (sweep & mop).

Vent: (in kitchen or hallway, covering furnace filter) Take off hinges, clean and put back.

Tables & Chairs: Wipe the surfaces of them, and especially the table legs & chair legs.

Floors: Sweep & mop and scrub where necessary.

Misc.: Wipe down doors, wire shelving in closets, baseboards, vents, faceplates & outlet covers.

LIVING ROOM:

Ceiling Fan: Dust blades and rest of fan and wipe the glass fixtures around the bulbs, replace bulbs if necessary.

Tables: Clean end tables & coffee table.

Couches: Vacuum under cushions and rest of couch as needed.

Sliding Glass Door: Clean glass inside and out, vacuum and clean out the metal track the door is on, wipe down the wood surrounding the glass, wipe down vertical blinds.

Windows: Clean glass and white part surrounding it, clean or replace mini blinds

Floor: Vacuum edges & entire room, steam clean (you may choose to have it steam cleaned professionally and give us a copy of the bill, or we will have the entire apartment done professionally for \$160)

Misc.: Wipe down doors, wire shelving in closets, baseboards, vents, faceplates & outlet covers.

BEDROOMS:

Windows: Clean glass and white part surrounding it, clean or replace mini blinds

Chest of Drawers: Dust exterior and wipe inside of drawers

Vanities: Clean mirror, clean sink- especially scrubbing around facet & stopper, clean underneath and front

Light fixtures: Clean as needed, replace bulbs if needed, put back up.

Floor: Vacuum edges & entire room, steam clean

Misc.: Wipe down doors, wire shelving in closets, baseboards, vents, faceplates & outlet covers.

BATHROOM:

Tub: Scrub entire bathtub removing all soap scum and dirt until gone, wipe down all other areas. Remove shower curtain.

Toilet: Scrub bowl, clean the entire exterior

Vanity: Clean mirror, scrub sink area, clean underneath and front

Light Fixture: Take down and & clean, clean the rim around the part that doesn't come down. Replace regular and vanity bulbs if necessary.

Floor: Sweep & Mop and scrub as needed.

Misc.: Wipe down towel & toilet paper bars, baseboards, doors, faceplates & outlet covers.

FURNACE ROOM:

Surfaces: Wipe off all surfaces & doors

Floor: Sweep & Mop

ADDITIONAL INFORMATION:

- -Remove all belongings, trash, etc. (\$30 fee per bag of items removed)
- -It is **very important** to return all of your keys as soon as your lease ends. If we do not receive your keys within 3 days of the lease end date, you will be charged \$25 per key.
- -Remember to replace all light bulbs that are out and mini blinds that are broken or extremely dirty.
- -Under no circumstances are tenants allowed to paint the premises.
- -All utilities (water/sewer, electricity) must remain on in a residents name until the last day of the lease agreement. If utilities are turned off before this date these amounts will be withheld from the security deposit which will also include a \$50 service fee.

HOT TUB and EXERCISE RULES

HOT TUB - 1202 Lincoln

- -No more than 4 persons permitted at one time
- -No street clothes, swimwear. Only clean proper swimwear at all times. No nudity
- -No one permitted to enter under the influence of alcohol or exhibiting erratic behavior
- -No beverages of any kind
- -No food, gum, tobacco materials of any kind permitted
- -No glass containers, soap, lotion, or other materials, which might create hazardous conditions in hot tub
- -Unique Homes not responsible for accidents, injury or death
- -Use at your own risk
- -No one permitted with known health problems such as heart, high blood pressure, diabetes, pregnancy, etc.
- -No spitting, spouting of water, urinating or defecating in or around hot tub.
- -Always place lid back on hot tub

GENERAL MAINTENANCE INSTRUCTIONS

Care of Your Apartment:

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, ceilings, floor surfaces or cabinets. Interior painting can 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.

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.

Refrigerator:

Wipe out with cleaning products when spills occur and 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. Use a bleach based cleaner upon move-out cleaning, this will prevent the refrigerator form growing mold and mildew as easily. When the refrigerator bulbs burns out replace with appliance bulb only. A regular bulb can explode at anytime leaving glass in food.

Dishwasher:

Wipe off any soap buildup on door seal, this can cause leakage. NEVER use regular dish soap in unit – ONLY automatic dishwasher detergent. You will be charged \$30 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. If unit is not used at least once a week, run it though the "Rinse & Hold" cycle; this allows the motor to keep from locking up, due to lack of use.

Stove/Oven:

Wipe out chrome drip pans after each use of the burners. Keep oven spills wiped up and clean oven every few months (or more often with regular use). Be sure to follow oven cleaner directions when cleaning ovens. DO NOT use abrasive cleaners or scouring powders in oven. Clean exhaust hoods above stoves from time to time. If removable filters are provided, these can be cleaned or replaced.

Light Bulbs:

If the outside lights are out, please contact our office. Tenants replace of any light bulbs inside the apartment with the exception of fluorescent bulbs (Unique Homes replaces those).

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 unit is shut off and comes to a complete stop. Baking soda may be poured inside the unit from time to time to keep odors from building up. Also, running a tray of ice through the unit once a week helps to keep the blades sharpened. 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. In case of a jam, use a long wooden spoon as a probe or long handled tongs to remove an object. DO NOT use force. 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 \$30 if maintenance finds a foreign object such as glass, metal, fish rocks, coins, washcloths, etc. to be the problem.

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, cotton balls, q-tips, or wet wipes down the stool. In case of slow flushing or a clog, please use the plunger provided to you. Maintenance fee of \$30.00 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. This could result in a high water bill. **Unique Homes is not responsible for high water bills.**

Cleaners:

Soft Scrub, Mr. Clean magic erasers or 409 cleanser may be used on painted walls to remove scuffmarks or fingerprints. Do NOT use scouring pads or anything that will remove/scratch the paint.

Carpets:

Wipe up carpets spills immediately with a clean cloth soaked in cold water. A mild soap, such as Dawn, may be used, then rinsed again with cold water. When bleach or cleaners with bleach in them are kept in the house, be sure they do not drip onto carpets, as they will remove the color from the carpet fibers.

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 and you could be charged. 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. This helps to keep the unit running properly. 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 inhabited! 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 inhabited such as Holiday breaks.

Sinks:

Never pour grease down sink drains or garbage disposals or allow food to be flushed down sinks. When draining dishwater out of the sink, leave the drain plug somewhat in place to prevent food particles from going down the drain and plugging the drain.

Miscellaneous:

DO NOT allow food or trash to sit out. This attracts bugs and mice. Keeping bug spray and using it under the sink and around the windowsills can help.