**CAVALIER HOUSING AT COLLGE ROW**

 **145 College Row, Wise, Virginia 24293**

**K & F Venture LLC – Owner**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**RULES AND REGULATIONS**

These Rules and Regulations are incorporated by reference to the Lease Agreement executed by and between the Landlord (Company) and the Tenants (Residents).

THE MOST CURRENT SET OF RULES AND REGULATIONS SUPERSEDE ANY AND ALL PREVIOUS RULES AND REGULATIONS. See the effective date at the end of this form.

With proper Notice, the Rules and Regulations specified herein are subject to modification by the Company at any time in its sole discretion during the term of the Lease Agreement.

Should any Rule or Regulation conflict with any provision of the Lease Agreement the Lease Agreement will control.

1. NOISE

1a Noisy or disruptive behaviors which interfere with another person’s or a group’s free exercise of “quiet enjoyment” of their rental unit, their personal pursuits, or their ability to sleep is prohibited. Noise may emanate radios, stereos, yelling.

1b Quite Time Tenants will observe “quiet time” between the hours of 10:00 PM and 6:00 AM. During these hours tenant’s actions and sounds must be kept at a level where they may not be heard outside their individual residences.

2. ASSIGNMENT POLICY

2a In making any rental unit assignments, the Company will not honor any request discriminating based on race, color, creed, sex, sexual orientation, personal appearance, age, national origin, political affiliation, physical or mental disability, or based on the exercise of any rights secured by the First Amendment of the United States Constitution and any parallel provisions of the Constitution of Virginia.

2b The Company shall have the sole right to determine all rental unit assignments and reserves the rights to change unit assignments and/or reassign spaces.

2c The Company reserves the right to consolidate unit assignments and to assign a new resident into any unit falling below a required occupancy.

2d The Company shall not be liable for failure to give any Resident possession or occupancy of a specific, assigned apartment or unit on the Lease Commencement date. Alternative housing will be provided by the Company based on availability until an apartment is available.

3. CHECK-IN AND CHECK-OUT PROCEDURES

3a All tenants must check in with the Company to obtain keys. Residents may not accept keys from anyone else.

Failure to check in with the Company may result in the assessment of a $250 administrative charge.

3b Immediately preceding a tenant taking possession of a premises, the tenant shall conduct an inspection of the premises and make note on the Move-In Inspection Form (provided) any conditions which are unacceptable to the tenant, and damage or needed repairs.

3c The Company will inspect the premises from time-to-time and specifically upon the tenant’s surrendering possession at the termination of the Lease listing the condition of the premises, including all appliances, furnishings, and fixtures therein and any damages present deemed by the Company to have occurred during the tenant’s occupancy.

3d at the end of the lease period the tenant shall surrender possession of the premises in a clean and sanitary condition, including but not limited to, all appliances.

4. SOLICITATION

4a Solicitation and/or canvassing of any kind, without the prior consent of the Company, is not permitted on or about the property.

5. MAINTENANCE AND CARE

5a Residents shall not erect any exterior wires, aerials, signs, satellite dishes etc., on or about the premises or the property.

5b Residents shall not install or modify any fixtures without the written consent of the Company.

5c Residents shall not install lay or install contact paper on any shelves or walls and agree to use a minimum of small tacks or nails in hanging personal effects from the walls.

5d Residents shall not paint or wallpaper the apartment, any fixtures, or any parts thereof without the prior written consent of the Company.

5e Residents acknowledge and accept the premises in its present condition, agrees to maintain the apartment and return it to the Company at the termination of the lease in as good a condition as when received, reasonable wear and tear accepted.

5f Residents, at their own expense, shall keep the apartment clean and fit for habitation and shall be responsible for all damages to the apartment including but not limited to furnishings, walls, floors, ceilings, screens, sprinkler systems, appliances, plumbing, hearing, air conditioning, and ventilation systems and all other fixtures on or about the property and premises.

5g Damage because of a tenants’ conduct or neglect, including that of a resident’s guests or invitees, or visitors shall be paid by the tenants. Any such charge will be tenant’s responsibility regardless of whether any neglect was an affirmative act which caused the damage or a failure to act to prevent damage.

5h Residents shall dispose all refuse into trash containers located throughout the property.

Residents shall not leave refuse in cartons or otherwise in their units.

No garbage can or refuse container of any kind, other than those provided by the Company may be placed anywhere outside the tenant’s unit on the general property or common grounds.

5i Residents are responsible for picking up any garbage or debris dropped outside the premises by themselves, their guests, or their visitors.

6. FIRE AND OTHER EMERGENCIES.

6a Setting or fueling a fire of any size is prohibited.

Residents will give immediate notice to the Company of fire, accident, damage or dangerous or defective conditions.

6b All residents must evacuate the premises during any fire alarm

6c Falsely reporting a fire or any other emergency, including bomb threats, falsely reporting an injury, or activating a fire alarm station when no fire is evident is a criminal act and is prohibited.

6d Fire warning devices, including any panic buttons and safety equipment are to be used

only in the case of an emergency. The sounding of a fire alarm or panic button is a serious matter and tenants should proceed according to any posted instructions on or about the property.

6e Intentionally sounding an alarm outside of an emergency or tampering with emergency equipment is a criminal offense and will be treated accordingly.

6f Tampering with unit or property smoke detectors is prohibited.

6g Refusal to leave a building during a fire alarm, refusal to cooperate with any reasonable request by the Company officials or responding public officials acting in performance of their duties is prohibited.

7. HAZARDOUS SUBSTANCES AND WEAPONS

7a Tenants are prohibited from the use, manufacture, or storage of any fireworks, explosives, flammable liquids, cans or compressed gasses, poisons, highly combustible substances, chemicals, or any substance designed to injure other or damage property, in any unit, hallway, or about the premises and property of the Company.

7b The storage and use of gasoline or electrical power vehicles or engines regardless of their state of dismantlement in the apartment is prohibited.

7c Setting materials on fire, possession or use of flammable or highly combustible materials is prohibited.

7d No weapons of any kind are permitted in the premises or on the property. In the event the Company discovers a resident, tenant, guest, or visitor is in possession of a weapon the Company shall immediately notify the Police.

8. FIRE HAZARDS

8a The use or storage of Kerosene, propane, or electrical space heaters within Company apartment housing is prohibited and may not be stored on the premises.

8b The use on about the premises, of candles or other open flame devices, the use of hot plates, burning of incense and/or the use of halogen lamps is prohibited.

8c All touchier style lamp, including but not limited to those utilizing halogen, incandescent, or fluorescent bulbs are prohibited.

Any style lamp utilizing halogen bulbs, 101 watts or more is prohibited.

9. RENOVATIONS AND REPAIR

9a The Company reserves the right to reassign tenants to another rental unit in the event there is a need to provide for renovation or repairs.

If Company initiated renovations or repairs become necessary, efforts will be made to minimize the inconvenience to the tenant.

Whenever possible advance notice will be given to the tenant as to the nature and time of the scheduled work.

9b Tenants may not withhold rental payments due to renovations or repairs.

10. PETS

10a The presence of pets on or about the premises or the property is prohibited except for fish, when all roommates agree. No fish tank shall exceed a 10-gallon capacity.

The amount of time a pet is on the property does not matter. Pets may not be on the property at any time for any duration.

10b The Company will allow a tenant’s assistance animal if presented supporting written documentation from a Virginia medical provider with whom the tenant has a therapeutic relationship establishing the Tenant is disabled or has a disability.

10c A disability is present when the tenant suffers from a condition or impairment that significantly effects their ability to perform manual tasks, work, care for oneself, learn, walk, hear, see, breath, speak, or limits their ability to work with other people.

The disability must not be a result of substance abuse.

10d the tenant must provide medical documentation showing a connection between the disability and the need for a service animal.

10e The tenant must establish that the animal in question alleviates one or more symptoms of a tenant’s disability.

10f Any assistance animal posing a threat of substantial harm to others will not be allowed.

11. EQUIPMENT

11a Tampering with, altering, or changing any safety equipment, locks, fire alarms, panic buttons, smoke detectors, telephone equipment, TV Cable, plumbing, electrical systems, etc. is prohibited.

12. SIGNAGE

12a No sign, signal, advertisement, illumination, painting, poster, or flyer of any kind shall be placed in any window or other part of the Premises without the written permission of the Company.

13. WINDOWS SCREENS AND WINDOWS

13a Window screens must remain permanently in place to fulfill their purpose and prevent loss. Participating in throwing, dropping, or causing objects to fall from a unit window is prohibited.

13b No tenant, guest, or visitor may hang laundry or shake rugs from a unit window. No window may be used as an entrance or exit except in an emergency.

14. FURNITURE

14a Tenants shall take good care of the furniture and agrees to maintain the furniture and return it to the Company at the termination of a Lease in as good condition as when taken, reasonable wear and tear excepted.

14b Tenant will not disassemble any existing furniture or fixture, and existing furniture shall not be removed from a tenant’s assigned housing unit.

14c No oversized and/or heavy furniture is permitted in the unit, including but not limited to all types of lofts, wooden structures, bars, and waterbeds. All are prohibited.

14d the use of temporary and/or permanent hot tubs is prohibited.

Cinder blocks are prohibited.

15. STORAGE SPACE

15a Utility rooms, entrances, hallways, stairwells, or other public areas are not to be used for storage.

16. KEYS

16a Keys are the property of the Company and must be returned at the end of a tenant’s occupancy. Tenants will be given receipts for returned keys.

16b A charge of $50 will be make for each key not returned or for those requiring replacement during the term of the tenant’s occupancy.

A charge of $100 per lock will be assessed for lock replacement to any unit.

16c Tenants will not duplicate keys or alter any locks or install additional locks without written permission of the Company.

17. CONDUCT

17a Sports Equipment The use of sports/recreation equipment except in designated area is prohibited. Prohibited equipment includes but is not limited to roller blades, scooters, bicycles, skateboards, footballs, basketballs, baseballs, volleyballs, lacrosse equipment, field hockey equipment, nerf-style balls, and Frisbees.

17b Endangering Behavior the Company may terminate any lease prior to the expiration of the lease term and remove the tenant in the event the tenant’s behavior or the behavior of any of the tenant’s visitors or guests has a serious potential for becoming dangerous to the tenant or others.

17c Guests, Visitors Responsible Tenants will be held responsible for the conduct of their visitors and guests. This includes being financially responsible for any damages caused by their behavior.

 If a tenant’s visitor or guest becomes a nuisance to the community or neighbors in the sole judgement of the Company, the Company may terminate the tenant’s lease.

18. LIABILITY

All personal property placed or kept in the premises, or space, or anywhere on the adjacent

property of the Company, shall be at tenant’s sole risk and the Company shall not be liable for

any damages to or loss of such property.

19. DRUG AND ALCOHOL

Tenants, including their visitors and guests shall abide by all Company policies, procedures and regulations, and local, state, and federal laws regarding alcohol and drug use including:

19a the possession of any drug classified as illegal under State of Virginia and/or Federal law is prohibited. This includes marijuana which is illegal under Federal statutes.

19b Drug paraphernalia as defined in State law is prohibited.

19c the illegal use of drugs constitutes a Serious and Non-Remedial lease violation under State Law and the provisions of the Virginia Residential Landlord Tenant Act. A lease may be immediately terminated for a tenant’s illegal use of drugs.

19d the illegal possession or use of alcohol by minors is prohibited by state law. Kegs are prohibited.

19e Virginia law prohibits any minor person to knowingly and willfully making any misrepresentation or false statement as to his/her age to obtain or attempt to obtain alcohol.

19f It is unlawful for any person to obtain alcohol beverages for consumption by an individual who is a minor.

19g A “minor” is defined as any person under the age of 21.

20. PARTIES

20a Parties/events involving alcohol are not permitted, except when all tenants, guests, and visitors are 21 year of age or older.

20b Regardless of their location, parties/events must not:

 20b1 Become too large for the host Tenant to exercise responsible control over the behavior of participants. Or

 20b2 expand beyond the boundaries of the individual’s housing unit or

 20b3 be open to all or advertised in any way.

20c Management staff or Police will intervene and require the host to end the event with gatherings result in excessive noise, damage or destruction, fighting, or other disruptive behavior.

21. RIGHT TO A QUIET ENVIRONMENT

21a Conduct infringing on the rights of others to a reasonably quiet living environment is not

acceptable and is cause for lease violation action, and if not corrected promptly, removal from Cavalier housing.

21b This includes intentionally, or recklessly causing physical harm or the immediate expectation of physical harm to any person, including any assault or battery, intentionally provoking or engaging in physical fights or harassing any person in such a way as to seriously or repeatedly interfering with anyone’s academic pursuits, sleep, and or other personal pursuits including malicious pranks and issuing threats.

22. CEILINGS

22a Residents are prohibited from allowing any objects to contact any ceiling, light

fixtures, sprinkler heads etc. This includes but is not limited to paint or painting, water, any other liquids.

23. DAMAGE

23a Any damage to an apartment unit, other than normal wear and tear, will be the responsibility of the tenant(s) causing the damage and will be charged to the tenant’s account.

23b The responsibility for damage to the property when the person causing the damage cannot be identified may be the responsibility of the all the tenant jointly and severally.

23c All invoices for damage and/or restitution must be paid within 30 days of the invoice date.

23d Should charges be assessed after the expiration of this agreement; the charges shall constitute a debt payable by the tenant(s) immediately upon demand by the Company.

24. TRANSFERRING OF LOCATIONS/UNITS

24a The Company shall not be liable for any personal conflict between tenants, co-tenant, guests, and/or visitors, or others. Such a conflict is not a reason for a tenant to terminate a lease agreement.

24b The Company recognizes there may be valid reasons to make a written request for a transfer. All such requests will be reviewed and evaluated by the Company on a case-by-case basis with considerations of space availability etc.

24c No tenant may transfer until the tenant’s current location is inspected and found to be in good order with no damages.

24d the following procedure will be followed in dealing with transfer requests:

 **24d1** submit a written request to the Management office

 **24d2** agree to a specific move in date

 **24d3** arrange for an inspection of the current unit with management

 **24d4** agree to pay all monthly rates, damage costs, and any outstanding utility charges

 or damages attributable to the tenant

 **24d5** enter a new lease for the balance of the lease term for the new location

25 PARKING

All tenants, guests, visitors, and others shall comply with the Company’s parking and traffic

regulations.

25a Driving or parking on lawns or grass areas, walkways is prohibited.

25b All vehicles owned by a resident shall be properly licensed and registered.

25c All vehicles must be “street-legal,” fully operational, and able to be always driven off the property under its own power. No disabled vehicles may be located on the property.

25d The Company will promptly have any vehicle violating the polices in this section towed off the property at the vehicle owner’s expense.

26 WATER TOWERS, ELECTRCAL STATIONS, WATER METERS, FIRE HYDRANTS

26a Any such fixtures described are off limits to tenants and not tenant shall go upon or remain upon them.

26b Any such fixtures shall not be blocked in by any actions of any tenant including tenant’s vehicles.

27 SMOKING

27a There is to be no smoking inside any rental unit by anyone.

27b Tenants, guests, visitors, and others may smoke outside in designated smoking areas.

27c No cigarette butts, or other trash may be deposited on the grounds of the property.

 Tenants leaving behind trash will be charged for the labor in picking it up.

SIGNATURE PAGE FOLLOWS:

Resident Date

Resident Date

Resident Date

Landlord-Agent Date