



## Whitehall Apartments Rules and Regulations 2015-2016

1704 W. Call Street #800 • Tallahassee, FL 32304 • (850) 222-6819 • Fax: (850) 222-3197

### RESIDENTIAL OBLIGATIONS

The following guidelines will insure comfortable, convenient living in your apartment. By observing these Residential Obligations, Whitehall Apartments can provide the quality living environment that you deserve. *Landlord reserves the right to make changes to these Rules and Regulations at any time the Landlord determines it to be necessary including, but not limited to, increasing the fines provided for if the initial fines do not prove to be a sufficient deterrent.*

Resident Manager: Camille Mueller

Rental Office Address: 1704 W. Call Street, #800, Tallahassee, FL 32304

Office Phone Number: 850-222-6819

Cell Phone Number: 850-980-6819

### v INSPECTION AND CONDITION OF PREMISES v

You have been given an "Inspection Acceptance" form. Upon receipt of the keys to the leased premises and prior to moving any of your property into the leased premises you must inspect the premises carefully and note any damage or other problems on the "Inspection Acceptance" form and return the form to us. **THE PREMISES WILL BE CONCLUSIVELY PRESUMED TO BE IN PERFECT CONDITION IF YOU FAIL TO RETURN THE "INSPECTION ACCEPTANCE" FORM TO US WITHIN 24 HOURS OF RECEIPT OF THE KEYS. NO CLAIM OF PRE-EXISTING DAMAGE WILL BE ACCEPTED IF IT IS NOT NOTED ON THE "INSPECTION ACCEPTANCE" FORM AND RETURNED TO US WITHIN THE TIME PROVIDED ABOVE AND ACCEPTED BY OUR AUTHORIZED REPRESENTATIVE BY SIGNATURE ON THE SPACE PROVIDED ON THE FORM. NO CLAIM OF PRE-EXISTING DAMAGE WILL BE ACCEPTED IF YOU HAVE MOVED YOUR PERSONAL PROPERTY INTO THE PREMISES PRIOR TO RETURNING THE "INSPECTION ACCEPTANCE" FORM TO US.**

### 1. RENTAL PAYMENTS

Rental payments are due and payable on the first day of each month. There is no grace period and rent may be demanded on the 1<sup>st</sup> of each month. Rental payments are to be made in the Rental Office or in the outside Drop Box (white), located to the right of the office door in the ground. If the 1<sup>st</sup> day of the month is on a weekend, rent is still due in the drop-box. If your rent payment is being mailed, you must be sure it arrives in our office no later than the 5<sup>th</sup> of the month. Make your checks payable to Whitehall Apartments. A late fee of \$50.00 is assessed on all rental payments not received by 5:00 p.m. on the 5<sup>th</sup> day of the month. Only personal checks, money orders, or cashier's checks will be accepted. **NO CASH** shall be tendered or accepted for any reason. In the event a check is returned for any reason including, but not limited to, non-sufficient funds the fees are as follows and is per Florida Law: If the check is for \$.01 - \$50.00, the fee shall be \$25.00; if the check is for \$50.01 - \$300.00, the fee shall be \$30.00; if the check is for \$300.01 - \$800.00, the fee shall be \$40.00; and if the check is \$800.01 or above the fee shall be 5% of the face value of the check. Returned checks must be made good within 5 days of notice to you and you will be obligated to pay late fees in addition to the returned check fee within that period as well. If a check is returned for any reason, personal checks will no longer be accepted and future payments must be made via Money Order or Cashier's Check.

## 2. MAINTENANCE REQUESTS

A Maintenance Request Form must be filled out for any repairs needed in an apartment. The online form must be completed in full and electronically signed by one of the Tenants. The form is online at our website; [www.whitehallstudentapartments.com](http://www.whitehallstudentapartments.com) under *Maintenance Requests*. If for some reason the internet is down and you need repairs immediately; come to the office during regular Office Hours and notify us of the problem. If it constitutes an emergency you can contact me on my cell phone at 850-980-6819. All maintenance problems should be promptly reported to the Leasing Office or Manager.

Maintenance requests will not be taken over the phone. A form must be completed by a tenant before work can be performed. For emergency maintenance occurring after office hours, including no A/C, no heat, no water, plumbing repairs involving running water of a flooding nature, commode stoppages (where there is only one commode in the apartment), sewer backups, and electrical power outages caused by the electrical system of the apartment (not interruption by the utility service provider) the directions for emergency maintenance obtained from the main office telephone number should be followed. Emergency service may not always be available and is not guaranteed.

## 3. LIGHT BULBS & TUBES

Tenants are responsible for the replacement of incandescent light bulbs, fluorescent light tubes, fuses, and fluorescent starters. You are obligated to see to it that each of these items are in working order when your lease term ends.

## 4. PETS

Cats, dogs or other pets of any description, including pets belonging to guests, are not permitted on the premises without the Landlord's prior written consent and the payment of applicable deposits and pet fees. A Pet Addendum must be signed by you and all other Tenants in your apartment must give their consent to your having the pet by signing the Pet Addendum in the place provided, along with the applicable Pet Fees.

## 5. COMMON AREAS

Do not place items such as trash, toys, folding chairs, bicycles, grills and the like in the hallways, walkways, building entrances, or along sidewalk areas. All such items are to be stored within the apartment or designated storage areas. Landlord reserves the right to remove (including cutting off locks) and impound any articles left, chained/locked to any common area within the property in any unauthorized areas and to impose fines (which will be considered additional rent) for violations.

## 6. TRASH

Tenants are responsible for the removal of trash and garbage from the apartment to the appropriate collection point and for maintaining the apartment in a clean and sanitary condition. **Tenants are also responsible for the removal of any trash and/or debris, including cigarette butts, that accumulate in front of or in back of the apartment. Failure to do so may result in a trash removal charge being assessed.** Trash must be placed in the appropriate receptacles provided by Landlord.

A. Tenants must deposit all household trash and refuse **DIRECTLY** into the dumpster located at the end of the front drive as you come into the complex. No trash bags are to be left in the common areas, hallways, or on the ground next to the dumpster. Landlord has the right to impose a fine of \$25.00 per bag or item for the violation of this provision

or for littering by Tenants. The fine will be charged to the tenants of any apartment identified as the source and the fine will be considered additional rent, due and payable at the time of billing.

## **7. LOCKS & KEYS**

Landlord must maintain the capability of emergency access to your apartment and bedroom. Therefore, changing or re-keying of locks to an apartment or bedroom is strictly prohibited. Any lock, other than a defective lock, changed by Landlord will be charged to Resident on a time and materials basis. Duplicate keys will be provided for a fee (\$15.00). All keys must be returned to Landlord upon termination of occupancy or there will be a reasonable charge for replacing locks and/or re-keying of locks.

**Mailbox Key:** There will be only 1 (one) mailbox key per apartment. The replacement fee for a lost key is \$80.00 which must be paid before a new key will be provided. It is extremely important that this key be returned to Landlord upon termination of the lease. If the key is not returned, all Tenants in the apartment will be required to pay the cost to replace the lock and keys on the mailbox.

## **8. LOCKOUTS**

During regular rental office hours no fee will be charged to have Landlord open a locked apartment or bedroom door. Landlord will only open a locked apartment at the request of the Tenant, not friends or guests, upon presentation of proper identification. After regular rental office hours Tenants are expected to gain entry by contacting one of the other Tenants of the apartment. **If you contact us for entry after hours the charge will be \$40.00** and the lockout service fee will be billed to your account as additional rent. Damage to locks, door jams, doors, or keys lost or damaged by you will be repaired and/or replaced by us at your expense and will be billed to your account as additional rent.

## **9. NOISE**

Stereos, radios, record players, musical instruments, and televisions must be operated at volume levels which will not disturb your neighbors. Please be as considerate of your neighbors as you would have them be of you.

## **10. INSURANCE**

Loss or damage to your furnishings or personal property, whether in your apartment, stored in a storage space or in the parking areas, are not covered by Owner's insurance. Therefore, it is strongly recommended that you purchase a Renter's Insurance Policy to protect your personal property.

## **11. WINDOWS AND DOORS**

Make sure that the windows and doors of your apartment are securely closed and locked before leaving the apartment. You will be held responsible for damages caused by inclement weather or other damages caused by your failure to do so. Blinds are provided for all windows and must not be removed. If Tenant chooses to install draperies over the blinds they must be removed and any damage to the wall repaired by Tenant at the end of the lease period. All draperies must be backed in white or beige colored material so that only white or beige is seen from the exterior of the building. Screens may not be removed for any reason. Tenant will be charged for any loss of or damage to the screens as a result of removal. Use of foil or other unsightly material to cover windows is strictly prohibited.

Due to the humid conditions in Tallahassee, mold and mildew can be a problem on and around the windows. It is the responsibility of the tenants to keep this area clean, during and at the end of their stay. They can be cleaned with a bleach solution monthly and this will keep mold and mildew from forming. If after cleaning on a regular basis, this problem persists, please notify Landlord.

## 12. PLUMBING

Report any water leaks, gas leaks, or other plumbing complaints immediately to the Rental Office. No rags, sweepings, matches, ashes or any other improper articles should be disposed of in the plumbing fixtures, nor should harmful cleaning materials be used. Tenants shall keep the sinks, lavatories and commodes free from stoppage and will immediately report any malfunctions. Tenants are required to reimburse Landlord for the cost of all repairs to the sinks, lavatories and commodes made necessary by or resulting from abuse or careless use and the charge shall be considered and treated as additional rent.

## 13. HEATING AND COOLING

Report any malfunction of heating or cooling equipment to the Leasing Office as soon as possible.

## 14. A/C AND HOT WATER HEATER ROOMS

This room can be used for limited storage. Keep all items at least 18 inches away from the hot water heater and A/C as this can cause a fire. No hazardous material may be stored in this room. You must leave a walk space to the A/C for the maintenance personnel to change the filters. Any items in the way will be removed by maintenance from the area and left in the common area for tenants to replace properly and out of the way. There is a \$25.00 fine for blocking this area and will be charged to all tenants equally in the apartment and shall be considered as and treated as additional rent, and due at time of billing. ***The filters are changed by the Landlord at the beginning of every month. This serves as your notice that every month of your lease, maintenance personnel will be entering your apartment to change your A/C filter.***

## 15. UTILITIES

It is the responsibility of the tenants to have utilities (electric, water, and sewage) turned on, as soon as the lease begins. **Utilities must remain turned on for the duration of the lease.** This is extremely important to keep appliances in working order and to provide heat in cold months and keep the mold and mildew down in the hot summer months. Any damages incurred from utilities being turned off will be the Tenants' responsibility. Should the utilities be turned off, by cancellation or otherwise, it will be presumed that the Tenants have abandoned the apartment and Landlord may enter and take possession as provided for in the lease. Any fees to reinstate utilities by the Landlord will be charged to the tenants.

## 16. HANGING PICTURES

Use only standard picture hangers for hanging pictures and mirrors. Adhesive hangers are not permitted. Damage resulting from picture hanging is not considered normal wear and tear.

## **17. DRUGS OR DRUG PARAPHERNALIA ARE PROHIBITED**

Drugs and drug paraphernalia are strictly forbidden in the apartments or on the grounds of the apartment complex. Violation of this provision shall be a material violation of the rental agreement and good cause for termination of tenancy.

## **18. BEER KEGS ARE PROHIBITED**

Beer kegs are not allowed in the apartments. A fine/fee of \$50.00, per incident, will be imposed and charged to the Tenants' as well as any damages occurring as a result of having the beer keg in the apartment. Tenant shall be indebted to Landlord for this additional fine/fee, which shall be considered as and treated as additional rent, and due at time of billing.

## **19. SMOKING IS PROHIBITED IN THE APARTMENTS**

Whitehall Apartments are "smoke free" and smoking by Tenants and their guests within the apartments is prohibited at all times. This includes the use of a Hookah. Smoking increases the risk of damage to the contents of the apartment, thus risking your security deposit as well as your health. Cigarette butts are not to be thrown on the grounds of the apartment complex. If you smoke and a container is needed for your cigarette butts, contact the Landlord and one will be provided. Tenants are responsible for keeping this are clean of cigarette butts, in and around the container. A possible fine (\$25.00) could occur if not done so.

## **20. GRILLING IS ALLOWED WITH PRECAUTIONS**

All grilling must take place at least **15 feet** from any building or structure and not under or near trees. This rule is per the city Fire Marshal and our insurance carrier. Grills are not to be stored outside of your apartment. If you use charcoal, deposit used charcoal in the receptacle provided by Landlord located by the bicycle lock-up area next to the office. Do not dispose of charcoal in the dumpster due to the risk of fire. When storing grills in your apartment make sure they have cooled down after use and protect the carpeting by putting something under the grill such as a rubber or plastic mat. Any stains or damages caused by grills will be the Tenant's risk. **Gas grills** cannot be stored inside the apartment with the propane tank connected; you must disconnect the tank and must have the proper safety cap on the tank before storage.

## **21. ALTERATIONS**

Tenants are not permitted to make alterations to the apartments. No locks or bolts may be added to the doors or windows and no paints, stains, nails, screws, tape or glue to the woodwork, walls, floors or furnishings can be used without the written consent of the Landlord. Tenants will be assessed for any damages.

## **22. NO OBJECT SHALL BE ATTACHED TO EXTERIOR OF BUILDING**

No radio wires, television or other aerials, or any other objects whatsoever may be attached to the roof or exterior of any building. No offensive signs are to be attached to or hung on the outside of any exterior door or window. No political signs what so ever are allowed on outside doors, windows, or on the exterior walls of the buildings.

## **23. FURNITURE**

Furniture may not be removed from the apartment without the prior written consent of the Landlord. It may not be placed outdoors for any reason. All furniture may not be in new condition however, if there is damage to the furniture beyond ordinary wear and tear,

Tenant will be responsible for the cost of repair or replacement. If you feel that you do not need any or all of the furniture this issue should be addressed before taking possession of the premises. Otherwise, it will be the responsibility of the tenant to remove it and bring it down to the office. Any damages that occur during this procedure is the responsibility of the tenant. If we have to remove it for you there will be a charge.

#### **24. TENANT PARKING/ PARKING DECALS**

A \$25.00 Fee is due for parking decals. Parking Decals assigned to Tenants with vehicles registered in their name or their parent's name. Proof of registration will be required. Tenants will not be issued parking decals for vehicles owned by or registered to others without prior approval from the Landlord. The decals must be placed on the lower left side of the windshield, on the driver's side. There are 2 (two) parking spaces assigned per apartment for 2/2's and 3/2's and 3 (three) parking spaces are assigned per apartment for 4/2's. Under certain circumstances more spaces could be assigned to an apartment. This will vary from year to year and be determined by Landlord only and will be decided by the number of Tenants without vehicles that year. Tenants must park only in the reserved parking area and abide by all normal parking regulations. Tenant parking is located in the paved parking spaces marked around the complex buildings. Motorcycles or scooters are not required to have a parking decal, but should be parked in the smaller parking spaces around the paved lot; there are marked spaces around the complex. Parking regulations in particular include; no double parking, or over the lines, no parking in fire lanes or Handicap spaces; do not obstruct the flow of traffic; do not park in a prohibited area; do not park against a yellow curb; and do not park on landscaped areas. Make sure your vehicle is not over the yellow line by the dumpster, as this will impede the City of Tallahassee from reaching the dumpster. A fine will be imposed to the tenant, if Whitehall Apartments is fined by COT and they need to come the next day. They do take pictures if they are unable to access the dumpster. Any Tenant breaking the rules will be towed, at the owners/tenant's expense. Landlord will not be responsible for damage to vehicles as a result of towing or for the cost of towing.

#### **25. GUEST PARKING**

Guest parking is located in the gravel lot next to the office and at the end of Building A. All visitors must park in this area and must have the visitor pass hanging from the rear view mirror of their vehicle. **They must park in the gravel parking spaces only.** No parking is allowed at anytime, anywhere on the driveway or in front of the gate to the office area. Anyone parked anywhere other than the gravel will be towed at their own expense. Motorcycles or scooters are not required to have a visitor pass, but must be parked in the smaller parking spaces around the paved lot (marked spaces, which are the other side of the visitor lot at the end of Building B or by the Whitehall sign on Call St. next to the end of Building B. They can also park next to the dumpster. We have put up signs this year dedicated to only motorcycles and scooters. If guests are found parked in the visitor parking lot without a pass or if found parked in the tenant parking areas (even if they have a guest pass on the vehicle) they will be towed. **ALL GUESTS MUST HAVE THE CORRECT COLOR VISITOR PASS FOR THAT YEAR (Refer to your Welcome Packet for this years color).** Any other color and they will be towed. If you find an old pass that is a different color please turn into the office. There are **NO EXCEPTIONS** to this rule. **DO NOT** call Landlord if you are towed, call Ability Towing (850-942-6477). Their number is also located on the signs through out the complex. Landlord will not be responsible for any damages incurred or the cost of any towing. It is the Tenants' responsibility to inform their guests of the rules.

#### **26. BICYCLES, SCOOTERS OR OTHER MOTORIZED VEHICLES**

No bicycles, motor scooters or other motorized means of transportation are allowed inside the apartments. The bicycle storage (bike rack) area is located in the fenced area

in front of the office. The driveways, sidewalks, stairwells, halls, trees and all passages may not be obstructed by bicycles, motorcycles or any other vehicle, for any purpose other than entering or exiting. If a bicycle is found chained or locked to the stairwell or any location noted above, for any reason or any amount of time, it will be removed (lock or chain cut off) at the expense of the tenant and a fine of \$25.00 will be imposed and the fine will be treated as additional rent.

Scooters are required to be registered with the leasing office, but do not require a decal. We will require the tag number, color and make of the scooter.

## **27. STORAGE OF FLAMMABLE OR EXPLOSIVE ITEMS IS PROHIBITED**

Flammable or explosive items are not allowed on or about the premises including the exterior of the buildings.

## **28. SOLICITATION IS NOT PERMITTED**

Tenants and their guests are prohibited from soliciting in the apartment complex grounds, without the written permission of the Landlord. Tenants should inform solicitors that soliciting is not allowed in the apartment complex.

## **29. GUESTS**

***Overnight guests may not stay for more than three days without the Landlord's prior written consent. It is the responsibility of the tenant who invited the guest to be sure he or she is well behaved.*** Loud, obscene or boisterous conduct will not be permitted. Any behavior that disturbs the tranquility of the apartment complex or the ability of other tenants to study or sleep is not permitted. ***Tenants are responsible for any damages to their apartment or to the apartment complex caused by their guests.***

## **30. ASSIGNMENT OR SUBLETTING**

a. Your lease may not be assigned to another without the written consent of the Landlord on forms approved by the Landlord's attorney. You may not sublease without the written consent of Landlord on forms approved by the Landlord's attorney. Any sublease or assignment made without the Landlord's prior written consent shall be void and the assignee or sub-lessee will be considered and treated as a trespasser. A **\$200.00** fee is due upon submitting the Subleasing Agreement to Landlord. The replacement tenant must be acceptable to Landlord and must submit a completed application along with the **\$35.00** Application Fee, Parental/Sponsors Guaranty, and a signed Sub-Lease Agreement with a term from the date of your early move out through the end of the original lease term and must certify the condition of the premises as being good as of the date of possession. The replacement tenant must be approved by Landlord using the same guidelines as used when the original Tenant was approved. You or the replacement Resident must pay a new Application Fee, Administrative Fee, Security Deposit and all other required fees and/or deposits before approval will be given.

b. Landlord may allow you to terminate your lease prior to the expiration of the lease term, if you secure a replacement tenant acceptable to Landlord. The fee for terminating your lease is **\$250.00** and all fees and/or deposits must be paid before approval will be given. The replacement tenant must submit a completed application along with the **\$35.00** Application Fee, Parental/Sponsors Guaranty, and a signed Lease Agreement with a term from the date of your early termination through the end of the original lease term and must certify the condition of the premises as being good as of the date of possession. The replacement tenant must be approved by Landlord using the same guidelines as used when the original Tenant was approved. You or the replacement Resident must pay a new Application Fee, Administrative Fee, Security Deposit and all other required fees

and/or deposits before approval will be given.

### **31. TRANSFERS**

Transfers to another vacant bedroom in your apartment or in another apartment or swaps with another Tenant may be allowed with the Landlord's written consent. New leases will be executed and the deposits transferred to the new lease. If the transfer or swap occurs within thirty (30) days of the Lease Term Commencement Date there will be no additional fees or charges. After this time has passed you will be required to pay a Transfer Fee of \$200.00. (Please remember that your name may be on the utilities account for the previous apartment and you will need to reach an understanding with the other tenants regarding that before you decide to relocate within the complex. The Landlord will not be or become involved in that matter.)

### **32. EXTENDED ABSENCES**

If you will be absent from the leased premises for more than fourteen (14) days, you must notify us in writing.

### **33. MAIL**

Landlord does not provide forwarding of mail. When you move out you should provide the required change of address forms to the United States Postal Service and notify those addressing mail to you of your change in address.

### **34. FIRE EXTINGUISHERS/SMOKE DETECTORS**

Each apartment is supplied with a fire extinguisher and smoke detector. The fire extinguisher is located inside the Laundry Room, hanging on the wall. If you do not have a fire extinguisher notify the Landlord immediately. If you have to use the fire extinguisher for any reason you must notify the Landlord immediately. The unit must be serviced after every use so it will perform properly the next time. If used for a fire which is the tenants fault the service fee and damages to the apartment will be charged back to tenants and treated as addition rent. A wired smoke detector with battery back-up is installed in each apartment, usually located on the wall in the hallway. Should you have any reason to believe it is not working properly or is in need of a fresh battery notify Landlord immediately.

### **35. PEST CONTROL**

Your Landlord has a contract with a local pest control company that treats for pests on a regular basis. Service is performed every month of the year and done to the perimeter of the buildings. If Tenants notice any problem, any other time during the year, a maintenance request must be turned into the management office. Flea Control is not included in this service. Applicable Fees charged by Pest Control company must be paid by the tenant with the pet/pets that is requesting service, at time of service to the Pest Control company.

### **36. LIABILITY FOR DAMAGE**

Any damage to the leased premises or the premises, except for normal wear, caused by Tenants, their guests or invitees will be corrected, repaired, or replaced at the Tenant's expense. Tenants are occupying the apartment jointly and in common with other Tenants, and will be held liable jointly and severally for any damages to the common area of the premises and its furnishings, fixtures, walls, ceilings, floors, and doors. Tenants



are also responsible for any damages to the exterior (exterior is defined as all windows, screens, light fixtures, siding located on the rental unit, and the lawn and landscaping) of the apartment caused by the negligence of Tenants or their guests or invitees.