**GOOD NEIGHBOR POLICIES**

**RULES AND REGULATIONS**

THESE POLICIES OUTLINED HEREIN ARE INCORPORATED INTO THE LEASE THAT HAS BEEN SIGNED BY YOU, THE RESIDENT (SEE RULES AND REGULATIONS SECTION OF LEASE AGREEMENT). IT IS THE GOAL OF MANAGEMENT TO MAINTAIN THIS PROPERTY AS AN OUTSTANDING APARTMENT COMMUNITY. AS A CONDITION OF RESIDENCY, MANAGEMENT HAS ESTABLISHED THE FOLLOWING POLICIES TO SECURE A COMPLETE AND UNIFORM OBSERVANCE, AS THESE POLICIES ARE ESSENTIAL FOR THE COMFORT AND CONVENIENCE OF ALL RESIDENTS.

LIST OF RULES AND REGULATIONS

1. OFFICE HOURS

2. OFFICE AND EMERGENCY TELEPHONE NUMBERS

3. FIRE AND POLICE

4. SERVICE REQUESTS

5. SECURITY

6. SOLICITORS

7. RENTAL PAYMENTS

8. TRANSFERS WITHIN THIS COMMUNITY

9. EARLY LEASE TERMINATION

10. NON-SUFFICIENT FUNDS CHECKS (NSF)

11. EMERGENCIES

12. INSURANCE

13. WATERBEDS

14. CONDUCT

15. APARTMENT INSPECTIONS

16. PLUMBING FIXTURES

17. KEYS AND LOCKS

18. VEHICLES/PARKING

19. SPEED LIMIT

20. FAX MACHINE

21. PETS

22. LAUNDRY ROOMS

23. DELIVERIES/PACKAGES

24. RECREATIONAL FACILITIES

25. SWIMMING POOL/HOT TUB

26. SMOKE DETECTORS

27. FIRE EXTINGUISHERS

28. FITNESS CENTER

29. WINDOWS

30. PATIO/BALCONY AREA

31. BARBECUE GRILLS

32. LIGHT FIXTURES

33. CHILD CARE

34. ALTERATIONS/MODIFICATIONS TO RENTAL PROPERTY

35. MODIFICATION FOR HANDICAP RESIDENT

36. MAINTENANCE RELEASE

37. HOUSE GUESTS

38. REVISIONS TO RULES AND REGULATIONS

1. OFFICE HOURS

Monday - Friday 9:00 AM – 6:00 PM

Saturday 10:00 AM- 5:00 PM

Sunday Closed

These hours have been established to provide service during the normal working hours except for unforeseen emergencies. Please feel free to visit or call our office regarding service requests or other assistance.

2. OFFICE AND EMERGENCY TELEPHONE NUMBERS

Office:

After hours:

* Select 1-Office messages
* Select 2-General Maintenance (Non-emergency)
* Select 3-Emergency maintenance
* Select 4-Courtesy officer

Please leave a message in the corresponding mailbox and your call will be returned accordingly.

3. FIRE AND POLICE

In case of fire, call the fire department (**911**) first then notify Management Office or answering service of the emergency. Remember to call the police if trouble occurs or if a potential crime is suspected.

4. SERVICE REQUESTS

Service requests are made by calling the management office at \_\_\_\_\_\_or by stopping by the management office. **Service requests are not to be made to maintenance personnel, only to the management office.** After scheduled business hours (see above office hours) the answering service will take calls. All calls are responded to on a “first call basis”, unless such call is an emergency.

**Our community provides 24-hour Emergency Maintenance Service 7 days a week for the following emergencies only**: (1) no heat *when outside temperatures are below65 degrees*; (2) no air conditioning *when outside temperatures are above 75 degrees*; (3) plumbing leak or sewer stoppage which might damage personal belongings or apartment property or if there is *only one toilet in the unit and it is clogged after being plunged*; (4) no electricity; (5) any condition which might cause a fire; (6) an odor of gas; and/or (7) any condition posing an immediate threat to health or safety.

Our employees are concerned with doing the best job possible. However, please allow travel time and consider this when calling after normal working hours.

\*\*Residents are responsible for changing out their A/C filters once per month. Filters are kept in the office and are complimentary to residents. **If there is an A/C issue caused by the resident not changing an A/C filter, the resident will be held liable**.

5. SECURITY

**Resident hereby agrees and acknowledges that landlord shall not provide and shall have no duty to provide any security services to the resident or the community.** Resident shall look solely to the public police force for security police protection. Resident agrees and acknowledges that protection against criminal action is not within the powers of the landlord. Landlord shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against resident, resident’s relatives or resident’s guests.

6. SOLICITORS

Solicitors of any kind are absolutely prohibited so that the residents can enjoy the privacy of their homes. We ask that residents and their children also observe this rule. If any solicitor comes to your door, call the management office immediately.

7. RENTAL PAYMENTS

Please make rental payments with personal check, online via Paylease (link on our website), cashier’s check or money order. **No cash is accepted.** If you cannot make it to the office during office hours, a convenient drop slot is located on the side door of the office. **All rents are due on the 1st of each month**. **A late fee of $55 will be charged on the morning of the 4th of the month, plus $10 per day until rent is paid.** After the fourth of the month, no personal checks will be accepted; only cashier’s checks or money orders may be used to pay rent. Any unpaid accounts may be filed for eviction, at which time possession of the apartment will be demanded.

8. TRANSFERS WITHIN THIS COMMUNITY

In order to be considered for a request to transfer within this community, the resident must meet the following conditions: (1) current lease obligations of at least one year must be fulfilled; (2) 60 day written notice must be submitted prior to date requested for transfer; (3) a pre-transfer inspection on the current residence must be completed by office personnel and any damages assessed must be paid 10 days prior to transfer date; (4) a new security deposit must be paid; (5) rental payment history must be in good standing with no NSF checks or late payments in the last six months; (6) file must be free of any violations or complaints; (7) transfers to apartments of the same size will not be permitted; (8) the lease for the new apartment must be at least 12 months; and (9) a $150 transfer fee must be paid prior to the transfer date.

9. EARLY LEASE TERMINATION

If a lease is terminated early, for any reason, a resident must give a written 60 day notice and pay (1) the rent for the 60 day time frame; (2) a termination fee equal to two months rent; (3) forfeiture of security deposit; (4) re-payment of any concession given/used at the lease signing.

10. NON-SUFFICIENT FUNDS CHECKS (NSF)

**Any check that is returned, regardless of the reason, will be charged a $50.00 service fee, PLUS any and all applicable fees.** If the returned check has NOT been made good within 24 hours of notification, management may use any remedies available at law or equity to recover the money. **Following an insufficient funds (NSF) check, resident will be required to pay by CASHIER’S CHECK or MONEY ORDER ONLY for a period of six (6) months**, after which time a personal check may again be accepted. After two returned payments, we will only accept money orders for the remainder of your being a tenant at Terraces II Apartments.

11. EMERGENCIES

For any EMERGENCY, please call “911” first, then report the incident to the management office and/or the answering service.

12. INSURANCE

Loss or damage to your furnishings or personal effects within the apartment are NOT covered by our insurance. **We REQUIRE that you maintain renter’s insurance coverage and can/will deny your rent if insurance is not up to date.**

13. WATERBEDS

We are sorry but waterbeds are permitted in first floor units only. Additionally, residents must show proof of renter’s insurance prior to installing the waterbed.

14. CONDUCT

**Please be considerate of your neighbors by keeping all noise within the confines of your apartment.** Resident agrees that the conduct of residents and residents’ guests or occupants shall not disturb the rights and comforts or conveniences of other persons in or near the apartment community. Any damages caused by a resident’s guest(s) will be the responsibility of the resident. Disturbance complaints should be reported to the office or the answering service immediately. Following the call, a written report (letter) should be sent to the attention of the Manager. All complaints will be kept strictly confidential at the request of the resident filing the complaint. ***Any resident who violates this can/will be fined $50, which is due immediately***. Upon receipt of a third (3rd) complaint, the resident may be asked to vacate the apartment and premises.

15. APARTMENT INSPECTIONS

Management reserves the right to inspect each apartment twice per year or as necessary to maintain the property. Residents will be notified, in advance, of the inspection, if possible. In special situations, no notice may be given.

16. PLUMBING FIXTURES

**The toilets, showers, bathtubs, sinks, disposals and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed and no GREASE, sweepings, rubbish, rags or other substances shall be thrown therein. All damages from any misuse of the fixtures shall be borne by the resident**.

17. KEYS AND LOCKS

Alteration, additions and/or replacements of any keys or locks are prohibited. A $50 lock change fee, payable in advance, will be charged any time a lock change is requested. Additional keys will be provided at a cost of $5 per key. However, should resident be locked out of the apartment, admission will be available during regular business hours at no charge for the first three times. Thereafter or **after business hours, there will be a $50 charge. PLEASE BE ADVISED, PROPER IDENTIFICATION WILL BE NECESSARY PRIOR TO BEING ADMITTED INTO RESIDENT’S APARTMENT. Management will not admit anyone into resident’s apartment whose name does not appear on the lease agreement**. All keys must be returned to the management office upon vacating any apartment.

18. VEHICLES/PARKING

In the following situations, management reserves the right to tow a vehicle WITHOUT prior notice to the vehicle owner. Additionally, management has full immunity from any towing fees and/or damage to vehicles:

* **Vehicles which remain inoperable for a period of 48 hours or more**
* Vehicles with broken windows or flat tires
* Vehicles which are not currently registered, licensed and insured;
* Vehicles parked in posted No Parking or Reserved areas
* Vehicles which are parked in front of an emergency access route or which are preventing the trash collection agencies from emptying the trash containers

All motorcycles, mini-bikes, recreational vehicles, trailers, boats or any vehicles that are **larger than passenger automobiles must be approved by the manager prior to being brought on the premises.** They should be parked in designated areas, only.

Fire regulations prohibit parking of motorcycles, mini-bikes, or any other vehicle on walkways, porch, balconies, under stairways, or in apartments. Bicycles must not be stored in entry passages, stairways, on the lawn area or any other common area. All bicycles are to be stored in the patio or balcony area.

No changing of oil or repairs of vehicles on the property.

No washing of vehicles on the property.

19. SPEED LIMIT

**When entering or departing the community by vehicle, please observe the speed limit.** If no speed limit is posted, the speed limit for the entire property is 10 miles per hour (mph).

20. PETS

Cats/Dogs are allowed with an additional pet fee and pet rent. A pet lease must be signed by all residents upon moving in. Residents must clean up after their pets. City ordinances require pets to be on a leash at all times when out of the apartment and they are not allowed to roam freely for any reason at any time. Our community offers a designated pet walking area; therefore pets are prohibited from using inside or outside garden and tree areas. Pets are not allowed in the pool area or any facilities. Violators will be charged $50 per occurrence. Only two (2) pets per apartment are allowed by management and management must be allowed to view the pet before all pet leases are signed. **A pet fee of $250 for (1) and $300 for (2) is required at the time the pet lease is signed. Additionally, a monthly pet rent of $22 per pet (max 2) will be charged**. ***If residency has already been established, please contact the management office prior to acquiring a pet in order to avoid violation of your lease terms.* If there is any question on the breed of a dog, we require DNA testing from a veterinary office before the dog will be permitted to live on this property.**

21. LAUNDRY CENTERS

Laundry facilities have been provided for the use of residents only. Please help keep them clean and in good repair. Problems with equipment should be reported at once to the management office. Do not leave your laundry in the washers or dryers following the completion of the cycle so that others may also use the equipment. Please mindful of not over loading the washers and dryers with clothing. Management is not responsible for any articles lost, damaged or stolen in or around the laundry areas. Any abuse of equipment or non-residents using the facilities should be reported to the management office immediately. Any resident found tampering with the money drawers on the washers or dryers will be fined accordingly and further action may be taken if necessary!

22. DELIVERIES/PACKAGES

The management office will be happy to sign for residents’ deliveries but is not required to do so.. However, office personnel and management will not be responsible for any packages lost, stolen or damaged (broken). Due to the heavy volume of mail, deliveries from Thanksgiving Day through New Years Day may not be accepted. We thank you for understanding. Deliveries to your home will be allowed during business hours, however, the office must have written permission from the resident stating the type of delivery, expected time, and phone number where the resident can be reached prior to anyone being allowed entry to a residence.

23. RECREATIONAL FACILITIES

Please remember ALL recreational facilities provided are for the use of the residents and residents’ guests only. Guests are permitted into the common areas only when accompanied by a resident**. Each adult resident is limited to two (2) guests**. Management reserves the right to prohibit the use of these and any other facilities to any individual failing to comply with normal precautions or these policies.

25. SWIMMING POOL/HOT TUB

**Pool hours are 9:00AM to 9:00PM. Anyone in the pool area outside of these hours will be charged $50; no questions asked**.

TWO guests PER APARTMENT are allowed in the pool area.

The swimming pool operates under a “SWIM AT YOUR OWN RISK” policy. Children under the age of twelve (12) years are not permitted to use the pool without an adult (over 18) resident in attendance. For safety reasons, swimming alone in the pool is not recommended. Proper swimming attire (bathing suits for adults and children) must be worn or you will be asked to leave the pool area and will be fined for violating community policies. No Glass is allowed at the pool area NO EXCEPTIONS! Violators will be fined $100 per offense.

 Management reserves the right to prohibit the use of these and any other facilities to any individual failing to comply with normal precautions or these policies.

26. SMOKE DETECTORS

I/We hereby acknowledge that the apartment is equipped with a smoke detector in good, working order. I understand it is my responsibility to change the batteries if needed. I will promptly inform the management, in writing, of any problems I experience with the smoke detector.

27. FIRE EXTINGUISHERS

I/We hereby acknowledge that the apartment is equipped with a fully charged fire extinguisher and I/we have been informed on how to use it. In the event that I use the fire extinguisher or it needs to be charged, I will promptly inform the management, in writing.

28. FITNESS CENTER

Before using any of these facilities, it is wise to consult with your physician. You will be using them at your own risk and we urge you to not over extend or exert yourself. MANAGEMENT WILL NOT BE RESPONSIBLE FOR ANY INJURY OR ACCIDENTS.

Please observe posted hours and the following policies to increase your enjoyment and safety while using these facilities: (1) No smoking is allowed; (2) No food or beverage of any kind is allowed; (3) No children are permitted in the weight room; (4) Elderly persons, pregnant women, or those suffering from heart disease, high or low blood pressure or respiratory problems should not use the facilities unless directed by a physician; (5) When working out, do not allow entrance to any individual who asks to enter; and, (6) upon leaving, close door to fitness center. Management reserves the right to prohibit the use of these and any other facilities to any individual failing to comply with normal precautions or these policies.

29. WINDOWS

In order to keep the community attractive and uniform, window coverings are provided in each apartment. Mini-blinds may not be removed or replaced with drapes. All windows must show white to the outside. NO FOIL OR CARDBOARD MAY COVER THE WINDOWS. Nothing but white should appear between the mini-blinds provided and the window panes. No signs are permitted in the windows.

**If your blinds are damaged in any way, you will be charged $25 per set of blinds/$65 per set of vertical blinds and we will install them.**

30. PATIO/BALCONY/WALKWAY AREA

Please do not hang clothes, mops, brooms, towels, etc. on your patio or balcony area. Any item NOT intended for outdoor use or not considered to be outdoor furniture is not permitted to be placed outside. Items are not to be placed on walkways that may cause injury to individuals utilizing these. Residents in apartments with balconies are asked to be considerate of neighbors below when washing decks or watering plants. All bicycles, patio furniture,etc. MUST BE KEPT NEAT AT ALL TIMES. Any item(s) **(INCLUDING TRASH)** left on breezeways unattended will result in a warning. The second occasion of this occurring will result in a **$50 charge** assessed to the resident.

31. BARBECUE GRILLS

**Patio/balcony grills are not permitted at the community**. Grills are provided by the community at the pool area.

32. LIGHT FIXTURES

Only white lights are permitted in outside fixtures. No yellow bug lights are permitted. **Maintenance will be happy to assist residents in apartments with any lights requiring a ladder with which to change out and appliance lights.** When changing out light bulbs in bathroom vanity light fixtures please use only 60 WATT BULBS. Exterior lights are inspected periodically; however, the fixtures do also use a 60 watt bulb. Please report light posts not in working condition immediately to business office.

33. CHILD CARE

Residents and parents are asked to be responsible for their children and visiting children in order for these individuals to also abide by all policies. Special attention should be given to: NOT leaving children unattended, playing in or around entrances, laundry areas, trash disposal and pick up areas, streets, driveways and parking lot areas. Parents or legal guardians will be held responsible for the actions of their children.

34. ALTERATIONS/MODIFICATIONS TO RENTAL PROPERTY

Because the owners and management attempt to keep maintenance programs uniform, NO ALTERATIONS, such as painting, wall coverings, light fixtures, ceiling fans, etc., are allowed without PRIOR WRITTEN APPROVAL from the management. If such an alteration is requested by a resident and approved by management, the following shall apply: The apartment must be restored to the original condition or if management determines the alteration an improvement and acceptable to a new resident, it may be left in that condition and become part of the property. In order to maintain an attractive community and not to disturb the natural designs that have been created, NO ALTERATIONS of any type shall be permitted to the exterior of the buildings and any and all grounds. This includes the installation or attachment of any antennas or satellite dishes.

35. MODIFICATION FOR HANDICAP RESIDENT

Modification of premises occupied or to be occupied by a handicapped person may be permitted at the expense of the handicapped person if the proposed modifications are necessary to afford the handicapped person full enjoyment of the apartment. The owner may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the apartment to the condition that existed before the modification, reasonable wear and tear expected. However, where it is necessary to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the residency, owner may negotiate as part of such restoration agreement a provision requiring that the resident pay into an interest bearing escrow account, over a reasonable amount of money not to exceed restorations.

36. MAINTENANCE RELEASE

I give the employees of this community permission to enter my apartment if a potential emergency condition exists or if there are any repairs and/or inspections that are required.

37. PEST CONTROL RELEASE

I give permission for the contracted pest control company to enter my unit every three months, in

 order to treat the unit.

37. HOUSE GUESTS

Houseguests of longer than two (2) weeks duration must be screened accordingly. Refusal or failure to do so can/will result in eviction of the lease holder(s).

38. REVISIONS TO RULES AND REGULATIONS

Management reserves the right to revise and edit these policies as required.

**I HAVE READ AND FULLY UNDERSTAND THE GOOD NEIGHBOR POLICIES.**

RESIDENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESIDENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESIDENT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGENT FOR OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_