Botsford Place Terrace Apartments

27883 Independence St. Ste.103-G Farmington Hills, MI 48336 Phone: 248-615-8920 Fax: 248-615-8923

RULES AND REGULATIONS TO ALL TENANTS

Welcome to Botsford Place Terrace Apartments. We hope that you will enjoy your stay with us.

The office hours are as follows: Monday through Friday 8:00 a.m. until 5:30 p.m., Saturday is 10:00 a.m. until 4:00 p.m. Sundays and Holidays the office is closed.

Our office phone number: 248-615-8920.

Our Emergency phone number for after hours is: 248-474-1219.

This number is to be called for emergencies ONLY.

In order to avoid any misunderstandings, we have compiled a list of Rules and Regulations. Your cooperation will help all that reside in this apartment community.

RENTAL PAYMENTS: Your rent is due and should be paid on or before the first (1st) of each month by a personal check, money order, or cashiers check made to Botsford Place Terrace Apartments. After the fourth (4th) of the month, your rent will considered late and a Fifty Dollar (\$50.00) late fee will be charged to you. Any non-sufficient funds check received in our office will incur a Fifty Dollar (\$50.00) NSF fee, and, if applicable, a late fee (\$50.00). The tenant will no longer be able to pay rent with a personal check for the remainder of their lease. During the term of this lease, including any extension or renewal thereof, or during any period of holdover tenancy, if a lawsuit is initiated for non-payment of rent you will be required to reimburse the landlord for the allowable court costs before your account will be considered current. Thereafter, if a second (or subsequent) lawsuit is initiated for non-payment for rent or if an action is initiated for termination of tenancy, an administrative fee of Fifty Dollar (\$50.00) will be charged against your account to cover the landlord's increased costs of collection. The administrative charge as well as all court costs must be paid before your account is considered current.

DEPOSIT TO HOLD: Any deposits held that require a unit to be taken off the market will be forfeited for the cost of re-letting. If the prospective tenant does not fulfill rental agreement, the applicant will be held to the cost of re-letting of the unit.

SECURITY DEPOSIT: Your Security Deposit will be deposited in Chase Bank, Main Office Branch. You are not allowed to live out your Security Deposit as rent. Any attempt to do so will be considered non-payment of rent and treated

the same. Your Security Deposit will be mailed out to you thirty (30) days after we receive the keys in our office, providing all terms of the lease have been met and no money is outstanding. The apartment must be left in good condition.

FORWARDING ADDRESS: Michigan Law states that you MUST inform your Landlord in writing within four (4) days after you move out with a forwarding address where you can be reached and where you will receive mail; otherwise your Landlord will be relieved of sending you an itemized list of damages that are being deducted from your Security Deposit.

MOVING ARRANGEMENT: You are required to give a thirty (30) days written notice of your intention to move before the completion of your lease. A proper 30-day notice would be defined as submitting the notice in writing on or before the last day of the previous month that your lease officially expires. Anything else would be considered an improper 30-day notice.

MOVING-IN/MOVING-OUT: No vehicles of any kind (cars, trucks, or moving vans) may be driven or parked on our lawns at any time. If you are found doing so, we will fine you and charge for any broken sprinkler heads or damage to our lawns.

ELECTRIC SERVICE: It is your responsibility to contact DTE @ 1-800-477-4747 to turn the electrical service over into your name on or before your move-in day. Notify the office with your confirmation number immediately. You are responsible to contact DTE to let them know when your move-in and move-out day will be.

CHILDREN: We welcome children, but we ask that they be supervised at all times. Children of all ages are never permitted to play, loiter, congregate or entertain their friends in the hallways or basements of our buildings. Disposing of trash and littering the grounds and basements, or smoking in these areas by minors is prohibited and our subject to fines and/or termination of tenancy. You are responsible for any littering caused by any child in your household and must clean up after them. You are financially responsible for any damage caused by your children, their guests or invitees.

PETS: There is a limit of two (2) pets per apartment at **Twenty-Five Dollars** (\$25.00) per pet. Dogs that are over 30 pounds will require a \$500.00 non-refundable deposit per pet. Dogs that are under 30 pounds will require a \$250.00 non-refundable deposit per pet. Dogs and cats are never permitted to be out of your apartment without being attended to. They must be kept on a hand held leash at all times and it is prohibited for them to be left tied up or unattended anywhere on the premises. Pets are never permitted in the basements or loose in the hallways. Do not take your pet off the premises for toileting. The parks and private homes are off limits. Owners are responsible for

cleaning up after their pets. Any one found not doing so will incur a **Fifty Dollar fine (\$50.00).** Repeated offenses may result in termination of tenancy.

VEHICLES: The City of Farmington Hills Zoning Officer has stated that commercial vehicles, trailers, vehicles with expired tags and vehicles in disrepair cannot be parked or stored in our lots. If any of the above our found, it will result in having your vehicle tagged for towing, at your own expense. Auto repairs are not permitted on our property. You are not allowed to wash your vehicle on site. There is absolutely no parking on the service drive (located near in the back of our complex, near the hospital) or any parts of our lawn at anytime. There is absolutely no driving on our lawns at anytime for any reason. Breaking any of these rules will result in fines, maintenance fees for any repairs needed to be made and potentially having cars towed.

MOTORIZED TWO WHEELERS: It is not permitted to operate these vehicles on the premises at anytime.

RUBBISH: Our three (3) metal dumpsters are located on the southwest side of the complex next to Oxford Street. All trash must be contained in a tied plastic bag. All trash, once it leaves your apartment, must be taken immediately to the dumpster. Trash is not permitted to be left in the hallways or any other common area on the complex, at any time. Trash not properly disposed of will result in a fine of **Fifty Dollars (\$50.00) per item**. No furniture or other items too big to fit in the dumpsters are to be left on our property, otherwise fines and maintenance charges will be assessed accordingly. Please clean up any spills and flatten any cardboard boxes before depositing into the dumpster.

DOORS: For your security, all exterior and basement doors must be closed and locked at all times. Do not wedge or prop the doors open. If any of the doors do not close and lock properly, PLEASE inform the office. Please use your key or buzzer for entry. DO NOT try to force the doors open. Any damage to our common area doors are the responsibility of our residents, and may be subject to fines and/or termination of tenancy.

HALLWAYS: The City of Farmington Hills Fire Marshall has stated that the hallways must be kept clean at all times. A supervising adult should clean any littering of the hallways by children. There is **NO SMOKING** in the hallways at any time. Breaking of any of these may be subject to fines and/or termination of tenancy.

COMMON AREAS: Any damage done to the common areas such as abuse or neglect by a tenant or tenant's invitees, and management is unable to identify the responsible tenant; the costs of the repair will be shared among the tenants in the building. It is the tenant's responsibility to alert management of any issues that occur immediately.

FIRE EXTINGUISHERS: Fire extinguishers are located in all the hallways and basements of our buildings. They are there for fire emergencies only. Please do not allow your children to play with them. These are NOT toys! Your life may depend on them! not using our fire extinguishers properly may result in fines and/or termination of tenancy.

SMOKE DETECTORS: Smoke detectors are installed in every apartment, hallway, and basement. If yours is not working, please try replacing the standard 9 volt battery. If it is still not working, please contact the office.

CHARCOAL GRILLS: Charcoal grills must be kept 10 feet away from any part of the Apartment Complex Buildings when in use. Also they must be stored away properly when not in use. Proper storage of grills would be storing them on the opposite side of walls where walkways to each building are located. No propane or combustible gases are allowed in the building at any time. If caught, disobeying these rules may result in fines and/or termination of tenancy.

CHRISTMAS TREES: The City of Farmington Hills Marshall has stated that live Christmas trees and decorations have the potential to become a fire hazard. Therefore, the use of live Christmas trees and decorations are not permitted in or around the apartment complex. Artificial Christmas Trees are permitted. This is also true for outside lights. Violating any of these may result in fines and/or termination of tenancy.

FIREWORKS: No fireworks of any kind are permitted on the premises. If found, it may result in fines and/or termination of tenancy.

LOCKERS: One (1) storage cage will be provided for each apartment. The storage cages are located in the basements of each building. You are required to put your apartment number on your storage cage. You must keep it clean and locked at all times. Storage must not surpass the top of the cage. No flammable or combustible items may be stored at any time. Cages not properly marked or locked will be considered abandoned and will be emptied. Any items found outside of any storage cage will be deemed abandoned and will be disposed of immediately.

LAUNDRY: All Laundry must be done between the hours of 8:00 a.m. and 10:00 p.m. The dying of clothes is not allowed. Please remove your clothing from the washer and dryer promptly so that others may use them. Do not remove clothing from washer or dryer that does not belong to you. The apartment complex is not responsible for lost, stolen or damaged clothing. No types of laundry/dryer machines are allowed to be in your apartment unit for any reason at anytime. Please wipe clean the washer and dryer and clean the lint trap on the dryer after every use. If any of the machines are not working properly, please post a sign

and call 1-800-521-9938 (AAL) for service. Should you lose money in a machine; call the service number provided and the laundry company immediately.

REPAIRS: Please promptly report any needed repairs to the office before they become major problems. If there is an emergency such as, but not limited to, leaks, no heat and broken plumbing that is causing damage to property, no electricity, loose electrical wires or downed power lines, broken windows causing a safety hazard, personal injury occurring on the property and fire, please notify the office immediately.

In case of fire, you are instructed to contact the local Fire Department or 911 before you contact our office. All other repairs can be called into the office during normal business hours of Monday through Friday 8:00 a.m. to 5:30 p.m. and Saturday 10:00 a.m. to 4:00 p.m., with the exception of Holidays.

Any maintenance issue that is caused by the acts or omissions (including but not limited to intentional or negligent acts or missions) of Tenant, members of Tenant's household or Tenant's guests, visitors or invitees, or that is not on the Tenant's check-in sheet, will incur a maintenance charge. Currently the hourly charge is twenty-five (\$25.00), with a minimum charge of one hour, plus any cost of supplies. Different charges may apply if a third party company is needed to complete such repairs. Management reserves the right to increase the hourly charge upon thirty (30) days written notice to tenant. It is presumed, unless otherwise proven, that all sewer stoppages are the responsibility of the tenant. You are financially responsible for any damage to the premises caused by you, your occupants or your guests.

Anyone calling maintenance on the emergency number for non-emergencies, resulting in maintenance being dispatched after office hours, or on a Sunday or Holiday, will incur a **Fifty dollar fee (\$50.00)**.

Anyone calling the office during office hours for non-maintenance issues will incur a **Twenty-Five** (\$25.00) fee.

After normal office hours, a lockout will incur a Fifty dollar fee (\$50.00).

WASTE OF WATER: The water shall not be left running for any unreasonable or unnecessary length of time. Tenant(s) shall report all water leaks and/or drips to Landlord immediately. Failure to do so may result in maintenance fees, fines and/or termination of tenancy.

PEST CONTROL: The exterminator inspects all common areas bi-monthly. If you observe any insects or rodents in your apartment, or in the common areas, please notify the office. We will schedule for the exterminator to come out and necessary preparations may need to be made by tenant. Infestations are the sole responsibility of the tenant.

PICTURES: No holes or stickers shall be put anywhere inside or outside of the apartment, except a reasonable number of small nail holes for picture hanging will be permitted ONLY in drywall within your unit. We recommend that you use drywall screws or nails to hang pictures.

CARPETING: Tenant is responsible for the reasonable maintenance of carpeting/flooring in the apartment and shall have the carpets cleaned by a reputable cleaning firm at least once each year.

ENTERTAINING: We have no objections to you entertaining your friends or family, but after 10:00 p.m. during the week and 11: 00 p.m. during the weekend, your party and music must be turned down, and shall be contained within your apartment. Remember, your neighbors have a right to peace and quiet and those who work need their sleep. Violating these rules may result in fines and/or termination of tenancy.

NOISE: No tenant(s), occupant(s), their guest(s) and/or invitee(s) shall do anything on the premises or in the apartment community which interferes with the rights, comforts or conveniences of another tenant of the apartment community, Landlord, its agents and/or employees. No excessive noise, music, disorderly conduct, or conduct annoying or disturbing to another tenant of the apartment community, Landlord, it's agents and/or employees, shall be permitted in any part of the apartment community. Landlord shall be the sole judge of what constitutes an annoyance or disturbance.

BALL PLAYING: Broken windows and sprinkler heads are very expensive to replace. Tenants are financially responsible for their windows being cracked or broken and their window screens. if caught, tenants will also be responsible for any broken sprinkler heads.

TREATMENT OF LANDLORD: Tenant(s) and Occupant(s) expressly agree to treat Landlord, its agents and/or employees with respect and dignity at all times and ensures that their guest(s) and/or invitee(s) do the same. No form of abuse, either verbal or physical will be tolerated.

These rules are subject to change by management. Tenants shall be provided with at least 30 days notice before enforcement of any changes these rules.

We have read the Rules and Regulations of Botsford Place Terrace Apartments and agree to abide by them.

| Applicant's Signature | Date |
|-----------------------|----------|
| Manager's Signature | Date |