

# *Hiland Apartment Rules and Regulations*

## 1. **ABUSE**

**Tenant family and/or guests engaging in threatening, abusive or violent behavior or foul language toward Hiland / RCF personnel; Vendors; Contractors; or any contractual employees will not be tolerated at Hiland Apartments. Abuse includes inappropriate language and verbal and/or physical threats.**

## 2. **ADVERTISEMENTS**

No signs, advertisements, notices, awnings, or projections shall be affixed by any resident on any part of the common areas (hallways, lawn areas, laundry room, etc.).

## 3. **AIR CONDITIONERS**

Each upstairs apartment is furnished with an air conditioner. Any damages that may result from resident misuse, will be charged to the resident. If you are unsure as to how to use this appliance, please contact the office for assistance.

## 4. **ALCOHOLIC BEVERAGES**

Residents or guests of the resident are not allowed to consume alcoholic beverages in or on any common area. Common areas are those areas which are accessible by other residents and guests (i.e. parking lot, sidewalks, porches, building hallways, laundry room, or any landscaped area). Violators of this rule will be issued up to two (2) written warnings. If a third (3<sup>rd</sup>) violation occurs, a 30-Day Notice to Terminate Tenancy will be issued to the resident.

## 5. **ALTERATIONS**

The resident may not make any alterations or additions to his/her apartment without the written permission of Management. Further, the resident may not utilize the services of a private contractor to do any work in their apartment.

## 6. **ANTENNAS**

No outside antennas are allowed, i.e. TV, radio, satellite dish, etc. without prior management approval. If such antenna/dish is installed without management approval

and per management specifications, it will be removed at the resident's expense.

7. **APPLIANCES**

Appliances may not be moved from their original location. The range and refrigerator are to be used in a proper manner and must be cleaned on a regular basis. Any damage to these appliances due to the resident's neglect or misuse will be charged to the resident. Resident is not to utilize the services of an outside contractor to repair the appliances.

8. **CHILD SUPERVISION**

Children at Hiland Apartments are to be supervised at all times. The child will be considered unsupervised whenever he/she is left completely alone by parents or guardians who are away from the premises for any reason or some place on the premises other than where they can effectively supervise the activities of children in their care.

The City of Lansing Curfew ordinance is enforceable at Hiland Apartments. A parent or guardian can be held responsible under a related ordinance.

9. **CHRISTMAS TREES**

Only artificial Christmas trees, wreaths & garlands are permitted at Hiland Apartments. No person shall use or allow to be used a real Christmas tree.

10. **COMMON AREAS**

Use of common areas is at the discretion of Management. The common areas include the building hallways, the laundry room, parking lot, and all lawn areas. When you are using one of these areas, remember that your neighbors use them as well.

11. **COUNTER TOPS**

Care must be exercised in using the kitchen counters. Damage from hot items or cutting is the responsibility of the resident. A mild non-abrasive cleanser should be used to clean the counter top.

12. **CURFEW**

The City of Lansing curfew ordinance is enforced at all times. Pursuant to this ordinance, all minors 12 and younger are to be inside or under the direct supervision of a parent or guardian from 10:00 pm to 6:00 am. Youths between the ages of 13 and 18 must be inside or under the direct supervision of a parent or guardian from 12:00 am (midnight). Violations of this ordinance are punishable by up to 90 days in jail and a \$100.00 fine. Parents can be held responsible under a similar city ordinance.

13. **DAMAGES**

Any damages due to the neglect, misuse, or fault on the part of the resident, family member(s), or guest(s), shall be the responsibility of the resident. Management will charge the resident, for such repairs, an amount to cover the cost of time, labor, materials, and/or outside contractors. The charge must be paid within 30 Days of the charge.

14. **DECORATING**

No painting or decorating will be allowed without the prior written approval of Management. **Do not use any type of adhesive, tape or sticky back to affix anything to the walls, doors or cabinets.**

All window coverings or drapes must be white or almond or have white or almond backing. Use of coverings not designed for windows is not allowed.

A **reasonable number** of paintings or pictures may be hung in the apartment, **using small, wire nails**. The resident will be charged for restoring the walls to their original condition except for normal wear & tear upon move out.

15. **DISPOSALS**

Your apartment has been furnished with an electric garbage disposal which is only to be used to catch food that is missed when doing your dishes.

Household food garbage and grease, oil, pasta, beans, etc. are to be put in a plastic bag and taken to the dumpster. If your disposal stops working, call the office and report it. If we find that it stopped working due to your neglect, you will be charged a minimum of \$50.00 and/or the cost of a contractor if we have to call one.

**DO NOT PUT YOUR HAND DOWN INTO THE DISPOSAL WHILE IT IS OPERATING.**

16. **EMERGENCY MAINTENANCE**

The RCF Emergency Maintenance telephone number is: **974-1353**

The following are examples of emergencies that will be responded to by the Emergency Service personnel:

1. No heat or hot water.
2. Broken water pipes or primary windows.
3. Plugged services.
4. Fire, flood, or other natural disaster.
5. Electrical malfunctions.
6. No water.
7. Building damage.
8. Locked out (Remember a fee will be charged).

The same number can be used for regular maintenance.

18. **EXTERMINATION**

Extermination is provided by Management on an as needed basis. If you experience a roach or pest problem please call to report it. If it is determined the problem is caused from unsanitary conditions you will be charged for the extermination and you will be issued a 7-Day Notice to Quit for Health Hazard.

If an exterminator is needed you will be notified at least 24 hours in advance and will be instructed on how to prepare for the extermination. Failure to properly prepare will result in you being charged for each call necessary to rid the pest.

19. **FIREWORKS**

No fireworks of any kind are allowed on the property.

20. **GRILLING**

Grills are allowed at Hiland Apartments; however, they must be six feet from any wood or flammable building surface when in use. Coals must be dumped, when completely cooled, in a garbage bag, in the dumpster, not on the ground.

21. **GROUNDS**

Trees, shrubbery and grass are a vital part of the premises and the resident shall be responsible for any damages caused by them, their family or guests. No person shall walk, park or drive any vehicle or trailer on landscaped surfaces or unauthorized areas. Residents will be responsible for damages caused by their household or guests or delivery vehicles.

Children are not allowed to play in or on the paved areas at Hiland Apartments, this includes the dumpster site and parking lot.

**NO LITTERING.** A \$25.00 fine will be assessed to any household if the resident, family member(s) or guest(s) are seen or caught littering anywhere on the property. This includes litter that can be identified as belonging to the resident (i.e. mail with your name or apartment number on it, etc.)

22. **HEALTH AND SAFETY**

The resident shall maintain the premises and every part thereof in a clean and wholesome condition. All health and police regulations shall be fully complied with at all times and in all respects. The storage of kerosene, gasoline, or any flammable or explosive agent is strictly prohibited.

Clean, safe, and decent housekeeping standards are violated when roaches or pests are present and mold and/or mildew are permitted to grow and /or any other health/safety hazard is created. Kitchen areas, bathroom walls & fixtures and entire apartment need to be cleaned often enough that these problems do not develop.

23. **ILLEGAL OCCUPANTS**

Tenant may not assign the Lease or sublet the dwelling unit or any part of the dwelling unit without the prior written consent of the Landlord. Tenant shall not give room or accommodation to any roomer, lodger or other person not identified in the Lease. Unauthorized persons living in the dwelling unit will result in the resident being issued a 30-Day Notice to Quit.

24. **INSPECTIONS**

As a part of our management policy, physical inspections of the interior of all units is **MANDATORY** annually.

Management, and/or the City of Lansing reserves the right to conduct unit inspections at any time. Residents will be notified at least 24 hours, one (1) day prior to the inspection (unless an emergency arises). These inspections will be performed regardless of the resident's presence.

**Failure to allow entry for an inspection will result in the issuance of a 30-Day Notice to Quit.**

25. **INSURANCE**

Obtaining insurance covering the resident's personal contents and personal liability (i.e., Renter's Insurance) is the sole responsibility of the resident. Management is not responsible for fire, theft, or damage to resident's personal effects or property in the dwelling unit, laundry room, storage lockers, or any portion of the development.

The resident shall not undertake or permit family member(s), or guest(s) to undertake any hazardous acts or do anything that will increase the property's liability or insurance premiums. The resident is responsible for all repair costs not reimbursed by the development's insurance coverage if the unit or any portion of the development is damaged as a result of neglect, misuse, or fault on the part of the resident, their family, or guests. The development's insurance company also reserves the right to seek reimbursement from the resident for repairs or damages covered by the development's insurance.

26. **LAUNDRY**

For your convenience, the laundry room is equipped with coin operated washers and dryers. **DO NOT OVERLOAD THE DRYERS** as this will only decrease the drying capacity of the machine.

**DO NOT** use tints or dyes in the machines. Please remove clothes from the machines promptly. The washing machines are to be wiped clean after each use. **LINT FILTERS IN DRYERS ARE TO BE CLEANED AFTER EACH USE.** Throw **lint only** and debris in the wastebasket **not on the floor.** Put all empty containers in your household trash.

Keep the door closed at all times. Report any non-working washer or dryer to the office.

**OUTSIDE DRYING IS NOT PERMITTED.**

27. **LAWN AREAS**

Do not drive or walk on lawn areas. Any damage done as a result of a resident or guest walking or driving a vehicle onto the lawn will be charged to said resident.

28. **LEGAL**

Three (3) or more verified complaints (verbal or written) of the same nature filed against any resident, family member(s) or guest(s) will constitute just cause for an eviction notice being issued.

Legal action initiated against any resident for non-payment of rent will be stopped only when all charges, including late and legal fees, are paid in full.

The tenant shall not use, or suffer or permit any person(s) in any manner whatsoever, to use said premises for any purpose in violation of the laws of the United States, the State of Michigan or the ordinances or regulations of the City of Lansing or of any other lawful authority. The resident shall not permit or allow any game of chance to be carried on in or about said premises during their tenancy.

29. **LIGHT BULBS**

Light bulbs for light fixtures are replaced at the resident's expense.

30. **LOCKS**

No resident shall alter any lock or install a new lock of any kind or a knocker on any door without the prior written consent of management. In cases such when consent is given, the resident shall provide Management with an additional key.

31. **LOCKOUTS**

Any resident who is locked out of their apartment during normal business hours may call 974-1353. A \$50.00 lockout fee will be assessed to the resident's account and must be paid in full within 30 days of invoice receipt.

32. **LOITERING**

**Loitering by tenant, tenant's family or tenant's guest(s) at Hiland Apartments is**

**strictly prohibited.**

Loitering as defined in the American Heritage Dictionary means “To stand idly about; linger *aimlessly*; to proceed slowly or with many stops; to delay or dawdle.”

This means that residents, family member(s), or guest(s) are not to be just hanging around outside, in the halls, in cars, or any place other than in the resident’s apartment.

33. **MAINTENANCE**

Hiland has maintenance personnel on site Monday through Friday. All service requests are to be called in. Any maintenance required due to resident(s) neglect, misuse, or fault will be charged to the resident. If a contractor is called you will be charged an amount equal to the invoice amount.

If your maintenance problem is an emergency please refer to Rule #15 for the phone number to call.

34. **MANAGEMENT**

Hiland Apartments is managed by RCF Holdings, LLC. The property manager is Bryan Ritchie, who can be reached at 974-1353.

35. **MOVING**

**PRIOR** to moving a 30-day written notice must be given to Management. The notice shall state a definite moving date and forwarding address, if known. If no forwarding address is known at the time you move and you do not furnish one within 4 days, you will relinquish your right to notification by Management of the Notice of Damages assessed after your move-out.

Prior to turning in your keys you must clean the entire apartment, appliances, vacuum carpet and leave the unit in the same condition as when you moved in with the exception of normal wear and tear. Residents failing to clean the apartment will be assessed an hourly charge of \$35.00 for Management personnel to clean the unit. Residents leaving unwanted items will be assessed \$50.00 for each item up to a maximum charge of \$400.00. Trash and debris left in the apartment will be assessed a charge of \$25.00 per bag for removal.

Failure to turn in all keys to the apartment will result in you being charged to replace the locks and keys.

36. **NOISE**

Excessive noise [(loud music, television, radio, domestic disputes, guest(s) entering or leaving the building, yelling out your apartment window to person(s)] in the common areas **WILL NOT BE TOLERATED**. Repeated interference with the rights, comforts, and/or conveniences of the other residents, including management living on the premises, will be grounds for termination of your tenancy.

37. **PARKING**

All vehicle(s) must be registered with Management.

Residents who acquire a new vehicle must leave a message or report the new vehicle to the on-site maintenance person, and have until 2:00 p.m. the following business day bring the registration documentation to the office or maintenance person. Any exceptions require advance written approval from management.

Open parking spaces are on a, “first come, first serve” basis. If you have more than one vehicle, you must park one of them in the carport.

**Only authorized vehicles may park in Handicap parking spaces.** All guest vehicles must be parked in the open spaces of the parking lot or on the street.

Unauthorized, unlicensed or inoperable vehicles are not permitted to be parked on the property and will be ticketed and towed. Commercial trucks, buses, vehicles with more than four (4) wheels, recreational vehicles (RVs), boats or Semi trucks/trailers are not permitted on the property.

Vehicles leaking petroleum fluids such as, motor oil, brake fluid, rear end fluid, transmission fluid, etc. are not allowed on the property and may be subject to towing.

Washing and/or repair of vehicles is not permitted at Hiland Apartments.

Parking areas are to be kept clear of toys, bicycles, or other items **at all times**. Disposing of trash, food, ashtray debris, etc. in the parking lot is not allowed.

**For their own safety, CHILDREN ARE NOT ALLOWED TO PLAY IN THE PARKING LOT AT Hiland Apartments.**

**Parking at Hiland Apartments is a privilege not a right. Violations of the parking rule may result in loss of your parking privilege.**

38. **PETS** (revised 5/23/00, effective immediately to comply with the Fair Housing Amendment Act)

Pets of any kind **are not allowed** at Hiland Apartments with the exception of pets used in conjunction with a disability, such as dogs that are trained to help the blind.

39. **PLUMBING**

Toilets, sinks, bathtubs, and garbage disposals shall be used for the purpose for which they were constructed and installed. **DO NOT** flush diapers, sanitary napkins, or other objects. **DO NOT** put grease, bones, pasta, potato peelings, or hard objects into the garbage disposals or down sinks. **DO NOT** use drain cleaners in any of the sinks or bathtubs. If you have a clog, please telephone the office immediately and we will take care of it.

If we find that it is due to your neglect and have to call a contractor, you will be charged an amount equal to the contractor charge.

40. **RENT**

**RENT IS DUE ON THE FIRST (1<sup>ST</sup>) DAY OF EACH MONTH (no exceptions).**

Rent payments must be made by personal check, money order, or certified check. For the residents and Hiland Apartment's protection, no cash is accepted. Any delinquent balance on the sixth (6<sup>th</sup>) day of the month will result in the resident being issued a 7-Day Notice to Quit for Non-Payment and their account will be assessed an administrative late fee. The late fee will be charged each month until the account is paid in full.

Accounts with a delinquent balance on the 18<sup>th</sup> day of the month will be turned over to Hiland Apartment's attorney for collection. At that time the resident will begin incurring legal fees. Once legal proceedings have begun, the case will not be terminated until all charges, including legal fees, have been paid in full.

Should a payment be returned by the bank for any reason, the resident will be assessed a \$50.00 NSF fee in addition to the late fee, and the resident may be required to make future payments by certified check or money order and legal procedures will apply.

All payments will be applied to the oldest charge first (even if you have indicated on the check or money order the payment is for a specific month's rent) which may leave the resident still owing all or a portion of that month's rent. If the amount owing is not received by the fifth (5<sup>th</sup>) day of the month, the resident will be charged a \$50.00 administrative late fee and legal procedures will apply.

Residents who consistently pay rent late will be issued a 30-Day Notice to Quit.

41. **REPAIRS**

Repairs due to the neglect, misuse, or fault on the part of the resident, family member(s), or guest(s), shall be the responsibility of the resident. Management will charge the resident for such repairs an amount to cover the cost of time, labor, materials, and/or outside contractors to restore the apartment to its original condition.

Should a resident incur a charge for repairs or damage, the charge must be paid in full within 30 Days of charge.

The resident may not call a private contractor to do any work in their unit, including carpet cleaning.

42. **RESIDENTS**

Residents are required to be appropriately dressed while in the common areas.

43. **RUBBISH  
WASTE (Trash)**

Household trash is to be taken directly to the trash containers, **NOT LEFT IN THE HALLWAY NOR ANYWHERE ELSE ON THE PROPERTY.** Should a resident leave their trash in the hallway or common areas, our staff will remove it immediately and the resident will be assessed a \$25.00 fine for each bag.

Household trash **MUST** be placed in a plastic bag and the bag tied before putting it in the dumpster. **Trash is to be placed inside of the dumpster, NOT OUTSIDE OR ON THE GROUND.**

**DISCARDED FURNITURE & LARGE HOUSEHOLD ITEMS**

Residents wishing to discard furniture and household items such as, sofas, beds, mattresses, box springs, tables, chairs, etc. **must receive prior written permission from management.**

44. **SMOKE ALARMS**

Each apartment has been equipped with a battery operated smoke alarm. **DO NOT REMOVE THE SMOKE ALARM OR BATTERY AT ANY TIME FOR ANY REASON.**

Should a smoke alarm begin to beep every once in a while, please contact the office **IMMEDIATELY** so that maintenance may change the battery, repair or replace the

smoke alarm.

45. **UNLAWFUL ACTIVITIES**

The resident, resident's family or guest(s) shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity and acts of violence or threats of violence, including the unlawful discharge of firearms on the premises. **Unlawful activities include acts of violence that damage or destroy the dwelling unit or disturb or injure other residents or anyone else in the apartment, building, common areas, or on the premises.**

"Drug Related Criminal Activity" means the felonious manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802) or as defined in Section 333.7104(2) of the Michigan Compiled Laws.

**Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.**

46. **VISITORS / GUESTS**

Visitors / Guests are to refrain from any conduct which disturbs the privacy and quiet enjoyment of other residents. Residents are responsible for the actions of their guests. All guests are expected to abide by all rules and regulations at all times, without exception. **Residents are responsible for the actions of their family members and guests. Violations of this rule will result in the issuance of a 30-Day Notice to Quit.**

47. **WATERBEDS**

Waterbed mattresses are not allowed. A resident may use a waterbed frame as long as a regular box spring and mattress is used.

48. **YARD SALES**

Individual yard sales are prohibited at Hiland Apartments. Management may initiate an annual yard sale for the entire property. Residents may not display any item for sale on the premises unless it is displayed during the annual community yard sale.

49. **ACKNOWLEDGMENT**

These rules and regulations may be modified, altered, or revised at the sole discretion of

Management, following a seven (7) day written notice to the residents.

**VIOLATIONS OF THESE RULES BY YOU OR YOUR FAMILY AND GUESTS  
WILL CONSTITUTE A VIOLATION OF YOUR LEASE AGREEMENT AND  
MAY BE GROUNDS FOR THE TERMINATION OF YOUR TENANCY.**

The undersigned resident(s) does hereby acknowledge and understand the rules and regulations set out above apply to themselves, their family members, and guests.

With signature(s) below, the resident(s) further acknowledges receipt of a copy of these rules and regulations.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
**MANAGEMENT AGENT**

\_\_\_\_\_  
**RESIDENT**