

Community Policies

We request that you and your family observe these community policies on behalf of your neighbors, and we request that you neighbors observe these community policies on behalf of you and your family. From time to time these policies may need revision. When the situation arises, all residents will be notified in advance.

I. Your Apartment

A. Apartment Acceptance & Condition

We encourage you to inspect the apartment prior to move-in and note the presence of any conditions that may affect your security deposit at the time of move out. Any alterations of the leased premises must be approved in advance and noted on your lease agreement to avoid deductions from your security deposit. Your move-in condition form should be completed and returned to the management within 7 days of occupancy to avoid any discrepancy at the time you vacate. If the form is not returned we will assume that everything was clean and in good, safe working order.

B. Countertops

Nothing hot should be placed on the countertops, nor should this surface be used for cutting without a cutting board. Resident will be responsible for repairs resulting from improper use.

C. Plumbing / Drains

Toilets, hot water heaters, sinks, drains, and other water apparatus shall not be used for any purpose other than that for which they are designed. Resident should not place improper articles, such as sanitary napkins or disposable diapers, into any of the aforementioned. Any damage or cost of repair resulting from misuse shall be the responsibility of the tenant by whom or in whose apartment the damage occurs or repairs is necessary.

D. Windows and Doors

*To preserve the aesthetic qualities of our community, we ask our residents not to hang any window covering between the glass and the property provided blinds, nor to apply plastic or aluminum foil directly to window glass.

*Residents should remember to close and lock all doors and windows upon leaving the apartment. This should be done for security reasons as well as to prevent water damage.

E. Waterbeds

*Waterbeds will only be permitted in ground floor apartments.

*Residents must furnish proof of active "waterbed" insurance prior to placement in the apartment.

F. Garage

Your garage is to be used for parking, **NOT STORAGE**.

Your garage door is to remain closed unless entering or exiting. There are pipes for the unit above that runs through the garages, so leaving the doors open in cold temperatures can lead to pipes freezing. The garage must be neat and organized at all times. The resident is responsible for maintaining the condition of the inside of the garage.

Initials: _____

Carports - All the carports on the property are assigned and are not to be parked in by any residents or their guests if they are not assigned one. All improperly parked vehicles will be towed at the owner's expense. Initials: _____

G. Garage/Yard Sales

Mallard Pond hosts a community garage sale once each year that all resident may participate in. No other garage/yard sales are to be held on the property at anytime.

H. Smoking/Cooking odors

If you smoke in your apartment, you are responsible for any damages caused by smoke. If we have to do any additional cleaning to carpet/blinds/vents or additional painting due to smoke, charges will occur. Any odors caused by cooking/spices will be charged accordingly to remove the odor.

I. Christmas Trees

Mallard Pond prohibits the use of real Christmas trees. Artificial trees are allowed.

II. Grounds / Common areas

A. Motorized Vehicles

ONLY 2 VEHICLES PER UNIT PERMITTED

No vehicle shall be parked in driveways, entrances, blocking stairways, on walkways or off a paved surface. Only one vehicle is to be parked in front of the garages. Trying to fit two vehicles is strictly prohibited. Washing, overhauling, or servicing cars on the property is prohibited. The following conditions may warrant your vehicle being towed:

*Flat tires or other conditions rendering the vehicle inoperable:

*An expired license plate or inspection sticker

*Improper parking including taking up more than one parking space, parking in a "no parking" area or fire zone, parking in a space allocated for handicapped or parking in front of another garage:

* Abandoned by former tenant

*Vehicles that are not being driven on a regular basis

*Blocking any vehicle from exiting

*Leaking fluids that may be dangerous to the community.

The project owner is not responsible for loss of, or damage to, any motorized vehicle parked on the property.

B. Commercial Vehicles, Boats or Trailers

Parking of any commercial vehicle, boat or trailer is not permitted (unless the vehicle is for personal & business use and is not oversized.)

C. Motorcycles

Are permitted for the purpose of transportation on and off the property. They must be parked in the parking lot/garage and are subject to the same criteria as automobiles.

D. Signage and Speed Limit

Please be aware of the signs posted throughout the property that will increase the safety and well being of all residents and their guests. The speed limit within the community is 10 mph and must be observed at all times.

E. Sidewalks / Driveways

Residents should not block the passage of drives and sidewalks. No parking on the grass.

CONSTRUCTION SITE: All areas of the construction site are off limits to all residents, children and guests of residents.

F. Trash and Garbage

***Waste receptacles must be returned to your garage within 24 hours or there could be a \$25 fine and your container will be confiscated.**

*All trash is to be securely tied and disposed of on a regular basis.

*Children should not be permitted to dispose of trash unless they are over 5 feet tall. *Parents should instruct their children to stay off the enclosure surrounding the dumpsters and to never climb over or enter this area at any time.

* Units without a garage have access to several dumpster located throughout the community.

NO LARGE ITEMS/FURNITURE IS TO BE PLACE IN OR AROUND THE DUMPSTERS.

Bulk item pick up can be scheduled through the office.

***Trash day is Tuesday**

G. Radios / Televisions / Antennas

Outside antennas, of any type, will not be permitted.

H. Outdoor Cooking

Portable grills should not obstruct sidewalks, must **be a minimum of 3 feet from the building**, and must be attended by an adult at all times while in use. We urge residents to use extreme caution and to monitor all children in the vicinity to prevent accidents or injury. Grills must be kept inside your garage when not in use.

***If you do not have a garage, grills are not permitted.**

III. COMMUNITY FACILITIES

A. Fitness Center/Sauna

Use of the fitness center is reserved for residents who are **18 years of age or older**. Office personnel will be happy to assist any resident who is unfamiliar with the operation of the equipment in this room. Please wipe down equipment after your workout is completed. No loud music is permitted in this area. No food is permitted in this room.

There is **NO** food or drinks allowed in the sauna at **ANYTIME!** No one under the age of 18 is permitted. If you do not follow the rules your privileges to the fitness center and sauna could be terminated. No outside shoes are to be worn inside the fitness center during the winter weather. Salt & water will damage the equipment.

B. Playground

*Rules and regulations are posted in this area. We urge our residents to closely observe these rules and we reserve the right to prohibit usage of these facilities for improper conduct.

*Playground equipment is used AT YOUR OWN RISK; there is no attendant on duty.

***We accept no responsibility for injury sustained in this area.**

*Children under the age of 10 should be supervised by a responsible party.

- *We will not allow spitting, swearing, throwing, rough, loud or offensive behavior.
 - *Residents using the playground are responsible for disposal of all trash in waste receptacles provided.
 - *No glass containers are permitted in the playground area.
 - *Consumption of alcohol is prohibited.
 - *The management accepts no responsibility for personal property left in the area.
- Playground is for exclusive use of residents, guest must be accompanied by the resident.

IV. General

A. Office Hours

Office hours are posted. Any changes in our hours due to holidays or seasonal requirements will be posted.

B. Emergencies

For fire, ambulance and police, dial 911. In the event that you should require emergency maintenance after hours, that cannot wait until the next business day, please call the after hours pager **(517) 579-5936** and we will promptly return the message.

C. Rent

Rent is due the first of each month however there is a 3 day grace period. A \$50 late fee is charged on the 4th of each month for all unpaid rent. If a receipt is needed, please request one at the time you submit your payment. Any checks drawn on insufficient funds or closed accounts must be replaced immediately by cashier's check or money order and fees may apply. If a resident submits two insufficient checks within a twelve-month period, all future payments must be made by money orders or cashier's checks.

E. Rental Payments

CASH IS NOT ACCEPTED-NO EXCEPTIONS

Can be made at the office during regular business hours, after hours in our drop box to the right of the front door, or mailed to the address noted on your lease agreement. **CHECKS MUST HAVE THE ADDRESS WRITTEN SOMEWHERE ON THE CHECK-NOT ON ENVELOPE- IN ORDER FOR THE PROPER ACCOUNT TO BE CREDITED. IF A CHECK IS RECEIVED WITHOUT THE ADDRESS WRITTEN ON IT, YOU WILL NOT RECEIVE CREDIT AND WILL BE SUBJECT TO A LATE FEE.**

E. Children

Parents have direct responsibility for their children in all areas of the property. Children should play only in the non-paved or designated areas of the community, and should be instructed on the types of behavior that are and are not acceptable. Damage to the property, landscape, or possessions of another resident caused by your child will be your financial responsibility. Children are not to be disruptive to the community or other residents. Toys should not be left on the grounds and bikes/riding toys should be stored inside the apartment/garage after use. **NO PLAYING on the construction site!**

F. Curfew

Children under the age of 18 not permitted on the grounds, in common areas, and should not congregate in groups without adult supervision after 10:00 p.m. on weeknights, and 11:00 p.m. on weekends.

G. Noise

Residents should respect the rights of their neighbors at all times. Loud automobiles, stereos, televisions, voices, etc. that will disturb others will not be permitted. In addition, **"quiet hours" should be observed after 10:00 p.m. on weeknights, and 11:00 p.m. on weekends.**

H. Keys / Lockouts

Extra keys are available during regular office hours. In the event of a lock-out after office hours, residents should call Emergency Maintenance at 517-579-5936. There is a \$25 fee for this service after business hours, which is to be paid to the staff member at the time of service. We will not furnish a key or unlock your apartment without permission.

I. Insurance

We strongly recommend that our residents carry renters' insurance on personal belongings stored in their apartment or automobile. Our property insurance coverage does not cover clothing, furniture or other personal property of our residents. We are only responsible for the building structure.

J. Resident Safety and Property Loss

All apartments are furnished with smoke detectors. Residents should test these units periodically and report any malfunctions to the office immediately. We are not responsible for any damage to personal property or injury sustained due to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, or interruption of utilities, etc., unless that damage or injury was caused by our negligence. During freezing temperatures we require the apartment to be kept at a minimum of 50 degrees. If these requirements are not met and damage is caused by broken water pipes, to ours and other's property, the resident will be liable.

K. Pets

Pets are permitted only with a signed pet agreement. There will be fines of \$10.00 per day assessed against you for each illegal pet if this rule is violated.

Pets must be on a leash or there could be a fine of \$100-\$500 per occurrence.

You are responsible for picking up after your pet immediately every time or there could be a fine of \$100-\$500 per occurrence. Please see our pet policy for permitted animals.

L. Guests

Any guest staying in an apartment for a period in excess of 5 days should be reported to the office. We will also require the license plate number and make of any guest vehicles parked on the premises. Residents are responsible for their guests' actions.

M. Soliciting

To preserve your privacy, please report any soliciting to the office.

N. Parties

Parties in your apartment, or anywhere on the property, which consist of a large group of people, require prior approval from management.

V. MAINTENANCE

A. Requests for Repairs or Service

Routine maintenance request should be submitted to the office during regular business hours. Every attempt will be made to complete these requests on the same day they are received, but service will be performed on a priority basis. Our maintenance personnel are not permitted to complete service requests without a completed work-order generated from our office. They have been instructed to refer all verbal requests to office personnel. In the event that you should require emergency maintenance after hours, please call the office telephone number and the answering service will relay the message.

B. Exterminating

Please notify the office if you experience any problems. We will advise our residents in advance of any exterminating services to be performed in their apartments.

I HAVE READ THE POLICIES OF The Preserve at Mallard Pond APARTMENTS
AND AGREE TO OBSERVE THESE POLICIES THROUGHOUT MY RESIDENCY.

BY SIGNING THIS AGREEMENT I UNDERSTAND THAT VIOLATION OF ANY OF THE
ABOVE POLICIES WILL RESULT IN FINES AND/OR EVICTION, AT THE DISCRETION OF
MANAGEMENT.

Resident Signature

Date

Resident Signature

Date