

Resident Policy and Guide Book

Welcome to AMG and we are very excited about having you as our resident! The purpose of this guide is to provide residents with a clear understanding of general management practices and policies. It also provides helpful information about how to use and care for the leased premises and property. All terms and conditions of this Resident Policy and Guide book are subject to change without notice. We are looking forward to a great year and we are glad that you have chosen to live with us this year. It's all about you at AMG!

Telephone Directory

Leasing Office: 989.773.3890

Central Dispatch 989.773.1000 (To report large or loud parties after hours)

Isabella County Sheriff Department: 989.772.5911 (non-emergencies)

Fire Department: 989.773.5951 (non-emergencies)

Consumer's Energy: 1.800.477.5050

D.T.E. Energy: 1.800.477.4747

Spectrum Cable TV: I-888-345-7139

CMS Internet Help Line assistance: 989-779-1900

For Emergencies: 911

PRIOR TO MOVING INTO THE APARTMENT

UTILITIES

During your residency, you will be responsible for payment of some, if not all, utilities listed below. To set-up service, please contact the utility companies. You will need to provide them with your address and the <u>date your Lease begins</u>.

• Electric - Consumers Energy 1.800.477.5050 www.consumersenergy.com

• Gas – DTE 1.800.477.4747 www.dteenergy.com (DTE For Casa Loma and all Houses)

Lexington Ridge Residents - Consumers Energy provides both Gas and Electric

PLEASE CHECK YOUR LEASE TO MAKE SURE YOU NEED TO CALL FOR CONNECTION.

You need to contact the utility companies that you are responsible for and have them turned on in YOUR name beginning the first day your lease begins. You will need to request a confirmation number from the Gas and Electric companies and provide the confirmation number(s) to AMG. If you fail to notify all applicable utility companies and have the billing for them put into one of the tenants' name, then the utility may be shut off. If AMG receives and pays any bill for utility service for your apartment or home during any portion of the term of your lease, then you will be billed that amount plus a reasonable service fee from AMG. Outside porch and security/safety lighting may be on the individual apartment or unit meters for the benefit of the resident and areas outside the premises.

Installation of Satellite Dishes is not allowed.

Internet Service

Internet services are provided in the apartments at Lexington Ridge, Casa Loma, and most properties north of campus. When you check in and pick up your key, you will be given an instruction sheet for the internet.

In units where Internet service is not provided, it can be obtained through CMS Internet 989.779.1900, I 31 S. Main St., Mt. Pleasant, MI 48858 or Spectrum Communications whose office is located at 2212 S. Mission Street in the Stadium Mall.

AREA BANKS

Isabella Bank 2127 S Mission St. Mt. Pleasant, MI 48858 www.isabellabank.com 989,772,9471

Mercantile Bank 2013 S. Mission St. Mt. Pleasant, MI 48858 www.mercbank.com 989,773,2600

Fifth Third Bank
1114 N. Mission St.
Mt. Pleasant, MI 48858
www.fifththird.com
989,772,0446

PNC 1419 S. Mission St. Mt. Pleasant, MI 48858 www.nationalcity.com 989.772.0941

Chemical Bank 1908 S. Mission St. Mt. Pleasant, MI 48858 www.chemicalbankmi.com 989.772.5902

Independent Bank 319 E. Broadway Mt. Pleasant, MI 48858 www.independentbank.com 989.772.9405

POSTAL SERVICE

For all your postal needs, please stop by or call the following branch:

813 N. Main St. (Main at Pickard St.)

Mt. Pleasant, MI 48858 989.773.3653

To change your address visit www.usps.com

**THE ZIP CODE FOR MT. PLEASANT IS 48858

SECRETARY OF STATE

To obtain license plates, driver's license or voter registration the office is located at: 2305 Hawthorne Dr.

Mt. Pleasant, MI 48858
888.767.6424

MOVING IN

APARTMENT INVENTORY CHECK LIST

The first resident to pick up their key will be issued the apartment inventory checklist. Please take time to check over the whole apartment and fill this out. The checklist must be returned to the office within seven (7) days. Failure to do so will force us to assume that everything in your apartment is in perfect condition.

Please keep a copy for your own records. (Before turning in your checklist, check to make sure your smoke alarms are working. If they are not functioning properly, please call your leasing office, and an employee will be sent to your apartment to rectify the problem. Smoke detector batteries are available throughout the year in the office). Your checklist will be used for determining damages or charges assessed during or at the termination of your residency. Please, do not list any repairs you may think are necessary on the inventory checklist. Please call us, make a separate list for any repairs to the apartment and return it with the inventory checklist, or go to our website to fill out a maintenance request online.

KEYS

One apartment key is issued to each resident. If you have a lock on your mailbox, you will receive one key for the apartment only, which is issued to the first person who moves in. If you lose either key, the cost for a new one is \$20. To have a new lock installed, the cost is \$50. Hours for key pick up for initial move into apartment are 9:00 a.m. to 5:00 p.m. Monday thru Friday, and 10:00 a.m. to 2:00 p.m. on Saturday (Saturday key pick up hours are for the month of August only). All keys are picked up by each tenant comprising TENANT at the MAIN OFFICE located at Lexington Ridge, 3700 E. Deerfield, Mt. Pleasant, MI 48858. An additional fee of Fifty and 00/100 (\$50.00) Dollars will be charged for any "before hours" or "after hours" move in, or "key ins" during the term of this lease.

RENTER'S INSURANCE

We strongly urge you to obtain renter's insurance. Since we are not responsible for personal belongings under any circumstances, your coverage should include "personal property" and "liability"

insurance or similar insurance to cover your belongings. Renter's insurance should cover fire, water damage, burglary, vandalism, and personal liability.

RENT, DEPOSIT, FEES

The first rent payment, deposits, and fees must be paid prior to move-in day for each resident living in the apartment. Keys will not be issued to anyone in the apartment until all rent payments, deposits, and fees are paid up to date.

RENT PAYMENT

Always check your Lease to be sure, but rent is typically due on the 15th of the month and is considered late or delinquent on the 16th of the month. As indicated in your lease, if your rent is not paid on time by the 15th of the month, a \$10 late fee will be assessed, and an additional \$10 per week will be added until paid in full. If you mail your rent check, please make sure that the envelope is postmarked by the 15th of the month to be on time and not late. In order to ensure that your rental payment is properly credited to your account, please make sure your apartment number and complex are written in the bottom left-hand corner of the check. A delinquent account can be reported to the national credit bureau and habitual late payment of rent will be cause for termination or non-renewal of the Lease Agreement.

AMG is committed to providing residents with a range of options for paying their rent and billable charges. The following options are now all available to our residents:

FREE pay online via Electronic check (eCheck) payment – electronic withdrawal from your checking or savings account. To process an eCheck payment, you will need:

- Your Bank routing number
- Your bank checking account number

Please verify the routing and bank account numbers with your financial institution prior to making payment if you are unsure of their accuracy. (Ask for "ACH" routing & account numbers)

Credit/Debit card payment – Visa, Mastercard, American Express and Discover are accepted. A non-refundable convenience fee equal to 3% of the payment amount will be charged for payments made via credit card. Debit Card transactions are charged a flat rate of \$6.95. This convenience fee is established by our third-party credit card processor to cover the credit card transaction fees assessed by credit card companies and is subject to change at any time. You can avoid paying the card convenience fees by paying online with eCheck.

CashPay – If you don't have a bank account, can't get online, or don't have time to stop by the office, you can pay your rent at thousands of retail locations across the country. Locally, it is available at Wal-Mart and Cash Plus. Contact us to be assigned a CashPay account ID and once you make a payment, we will be immediately notified, and your account will be credited for your payment. To locate CashPay locations near you, go to: www.paylease.com/cashpay/locations.

In Person - You may also deliver your rent to the main office in the form of check, cash, or money order. Credit or debit payments can also be made in the office but the processing fee would still apply.

To create a new account go to: www.amghousing.com

- I. Click "Pay Your Rent"
- 2. On the Tenant Web Access screen click "Sign up".
- 3. Enter your account number: Your account number is on the top of emails and newsletters that you receive from us.
- 4. Enter your email address on file with the office
- *Please contact the office now to update email address if unsure or if it does not verify during registration*
- 5. Click "Sign up" button, then check your email to verify and finalize registration.

While logged into Tenant Web Access, click the tabs at the top of the page to:

- View your open charges
- Display your transaction history
- Make a payment
- Change your password and update personal information

If you have any questions about Tenant Web Access, please do not hesitate to call our office.

We also recommend downloading the RM Resident App on your mobile device as a convenient webbased way to access your online account, make payments, and submit maintenance requests. Go to the app store and download "rmResident" and enter our company code: AMG

Checks that are returned by your bank for any reason will be subjected to a \$35 fee. If two (2) checks are returned for any reason by your bank, we will require that your rent, for the remainder of the lease term, be paid by cash, certified check, money order, cashier's check, or credit/debit card. Rent Payments can be mailed to: P.O. Box 1010, Mt. Pleasant, MI 48804, or you can use or drop box at the business office at Lexington Ridge anytime day or night. **Do not put cash in the drop box**.

SECURITY DEPOSIT

Your security deposit is not rent! It is a deposit to ensure fulfillment of your lease obligations and as contingency fees against any damage to the apartment. The security deposit cannot be applied to your last rent payment. If each resident fulfills the lease, according to its terms and conditions, only charges for damages will be deducted from your security deposit. Your security deposit will be refunded to you within 30 days after the last tenant has turned in their keys, or the end of your lease, whichever is later.

JOINT RENTAL AGREEMENT

Please remember that your lease is a joint rental agreement. If a roommate does not show up, call us immediately and we will try to help you fill the spot. Remember, you are responsible for making up any loss of rent, so your prompt attention is important. All tenants on the lease will be notified of any past due rent. Internet service provided by AMG may be shut off or restricted for any outstanding monies past due to the apartment.

HOUSING LICENSE

The City of Mt. Pleasant regulates rental properties within the city. Your Landlord will provide you a copy of the current housing license for your property without charge upon your written request to

the Landlord. You may also acquire a copy of the current housing license for your property by contacting the Mt. Pleasant Fire Department at 989-779-5100.

LEASE CONFIDENTIALITY

We understand that many lease holders have parents or other relatives who may be assisting them with the financial responsibility of their lease. Although we are sensitive to the fact that they may need information regarding your lease, we are unable to divulge any information to anyone other than the lease holder. If you are on a joint contract and are behind on your rent, then your roommate has the right to know your account status.

MAINTENANCE SERVICE

You may request service by stopping in the leasing office, using the RM Resident app, visiting our website at AMGhousing.com or by calling Monday through Friday from 9 a.m. - 5 p.m. Prior to your moving in, we have attempted to complete the maintenance in your apartment. If you find, upon move-in, that you need work done in your apartment, please complete the online "Maintenance Request" form, call, or visit the office during regular office hours. Your requests will be handled as soon as possible. Repairs to the apartment can only be performed by authorized vendors approved by AMG. If you have an extreme emergency after normal business hours, please call 989.773.3890 and follow the instructions on the recorded message. An emergency is defined as an event which takes place in or about your apartment that may result in harm to you, your apartment, or another resident. Examples of an emergency are no heat, a gas odor, lock-out, plumbing leak, sewer stoppage, or no hot water. All non-emergency requests must be scheduled through the office. Please do not dispose of grease down the drain. Once the grease cools it will clog the drain and may require maintenance service which you will be charged for. Grease is not to be disposed of outside on the landscaping. You will be charged for the clean up or replacement of materials. Please do not use Draino or any other type of so called "drain cleaners" -They don't fully work and may compound the problem.

DISHWASHERS

In order to reduce maintenance problems with dishwashers, the following guidelines should be used: Scrub dishes first, especially if it will be a few days before you run the load. WE recommend Cascade with Dawn. Be sure the product is advertised as an automatic dishwasher detergent, not one for hand washing dishes. DO NOT OVERLOAD. Once a month, pour a cup of distilled vinegar in the dishwasher and run it empty 2-3 times, or use a dishwasher cleaner such as CLR. We strongly recommend that you use "Jet Dry" in your dishwasher. This will help clean your dishes better despite the township "hard water". Also, Lemi Shine is a good product to use in the dishwasher to combat hard water spots or haze.

WASHERS AND DRYERS

Overloading of the washing machine may cause certain items to be swallowed by the pump and will prohibit the machine from working properly. Socks or other clothing items removed the washing machine pumps to repair a washer will be charged to the Tenant. For all dryers there is a lint trap located in the dryer. As the clothes dry, the lint is collected in this trap. For the dryer to heat properly, so that your clothes will dry, the lint trap needs to be cleaned out after each use. Why? Because:

a buildup of lint will mean that it will take longer for your clothes to dry. b) An excessive amount of lint buildup could actually cause a fire. The Consumers Product Safety Commission cautions: "make no mistake, lint buildup is dangerous and highly flammable."

LOCKOUT POLICY

If you lock yourself out of your apartment during office hours, please go to the business office at Lexington Ridge.

If you misplace, lose, or leave your keys elsewhere and need access <u>after</u> office hours (9 a.m.-5 p.m. M-F) to your apartment or home, personnel will open your door for a fee of \$50. The fee is payable in cash at the time the representative unlocks your door. Should you damage the entry door, window or screen in an attempt to enter your apartment without a key, you will be charged the cost of the "damage" which will be considerably more than \$50. If our representative does not know the person he/she will be giving access to, that person will be required to show a valid driver's license. No person (including relatives and other residents) will be given access to an apartment unless they are on a signed lease agreement as leaseholder or Tenant(s).

GENERAL APARTMENT MAINTENANCE AND CARE DECORATING YOUR APARTMENT

Please refer to the following guidelines when personalizing your apartment:

- Do not use adhesive wall hangers. They are difficult to remove without leaving a mark on the wall and/or damaging the wallboard itself.
- Mirrors, cork tiles, contact paper, etc., with an adhesive backing should not be applied to the walls, interior cabinets, floors, or bathtubs.
- Please do not install wallpaper or border.
- Small nails and picture hooks may be used (but not too excessive) to hang pictures and other decorations.

Please remove all nails and picture hooks upon moving out.

- Please do not put dart boards up without protecting the wall or door surrounding the dart board.
- Please do not put up glow-in-the-dark galaxies or stars. They cause severe damage to the wall and ceiling when removing them.
- CANDLES/OILS/CIGARETTES: The burning of candles, incense, and/or scented oils is prohibited. Theymay leave the walls and/or ceilings discolored (blackened). This discoloration doesn't wash off completely, so some rooms, or even the entire apartment, may have to be repainted. This will be done at the Lessee's expense. If there is excessive smoke damage from the use of cigarettes, costs to correct this damage may also be deducted from the Lessee's security deposit.

ROOFS

The roof on any dwelling is not to be used for sitting, standing, sunning or any activity whatsoever. Roofs are intended to shed water and protect the premise from the outside elements; any use of the roof other than its intended use will be considered a violation of the terms of the lease agreement. Any and all damage resulting from any access to a roof will be charged to the tenants. Roof damage is expensive so please stay off the roofs!

LOCKS

Residents are prohibited from installing locks on any apartment doors. If we must remove a lock, there will be a \$10 fee for bedrooms if our original knob is left there and works, or a \$40 fee if we must remove it and replace with a new privacy knob. There will be a \$50 fee for entry doors. HASP LOCKS/SLIDE LOCKS OR CHAINS ARE NOT ALLOWED (Per City Code) ON ANY DOORS. PLEASE DO NOT INSTALL THEM.

SMOKE DETECTORS

If your smoke detector malfunctions or continually beeps, please call the office and place a maintenance request. Be sure to inspect your smoke detectors before turning in your Inventory Checklist. After your lease begins, you agree to check the smoke detectors periodically to ensure that they are always in proper working condition. During the term of the lease, it is your responsibility to replace worn out or weak batteries. Batteries are available throughout the year at the office. SMOKE DETECTORS ARE NOT TO BE TAKEN DOWN AND MUST ALWAYS BE OPERABLE FOR YOUR SAFETY.

LIGHT BULBS

Replacement of light bulbs are your responsibility. We <u>do</u> replace the long fluorescent light bulbs. Halogen light bulbs/lamps must be used with extreme caution. Do not place halogen bulbs near draperies or other flammable materials. You must monitor the use of these bulbs, including the heat level.

COOKING WITH GREASE

Please do not pour grease down any drain. When the grease cools it will clog the pipes and require a maintenance repair for which you will be charged. Please use some type of metal container for disposal of your leftover grease.

CARPET CARE

The care and maintenance of the carpeting in your apartment is your responsibility. The carpet should be vacuumed frequently. When ironing your clothes, please use an ironing board. If you place a hot iron on the carpet face down, it will melt the carpet. This may result in repair/replacement charges of \$300 or more.

TOILETS

The sewer system is designed to handle all normal drainage and human waste. Damage caused by negligence will be charged to the resident. To avoid being charged for removal of blockage, we recommend that you use a toilet plunger and attempt to clear the blockage yourself before requesting service. A plunger is provided in all apartments. Please call the office and request a plunger if you don't have one in the apartment. Please do not flush sanitary napkins, tampons, Q-tips, condoms or hair down the toilet.

PLUMBING LEAKS - BURST WATER PIPES

Each fixture supplied with water has an individual shut-off valve. If you discover a water leak or if a pipe bursts, please turn off the valve (rotate clockwise) and notify Maintenance immediately. However, if the valve does not turn easy - please don't force it.

In colder months or over winter break, you must keep your heat maintained at a temperature of no lower than 60 degrees, to avoid frozen pipes. If pipes freeze due to your negligence, you will be charged!!!

ELECTRICITY

Please familiarize yourself with the location of the circuit breaker box in your apartment. If the lights go out or an appliance suddenly stops working, check the circuit breaker box. A tripped breaker must be tripped to the OFF position. Move breaker back to the ON-RESET position to restore power. Breaker boxes are usually located in the pantry off the kitchen or in the storage closets under the stairs.

HEATING

If you have electric heat, please use all registers to heat the apartment. It will be much more efficient to help control the cost of your electric bill. Space or portable heaters are strictly prohibited. Please do not turn the thermostat below 60 degrees or leave a window open during freezing weather. Furnace and water heater rooms are to be kept completely empty for safety reasons.

STORAGE

Fire codes prohibit the storage of charcoal, kerosene, gasoline, propane tanks or any other flammable or explosive agents inside your apartment. Also, you are not permitted to store belongs of any kind in any utility closet containing a furnace or gas water heater.

WATER BEDS

Water beds are not permitted in any of the apartments or houses.

HAZARDOUS ITEMS

NO knives, guns, firearms, or other weapons will be allowed anywhere inside the leased premises or on the property. No motorcycles or mopeds will be placed inside the leased premises at any time. Lessor will allow barbells only if the leased premises contains a cement floor and the barbells are used only in that area with a cement floor.

COMMUNITY APPEARANCE

Your apartment community or house is your home. We are proud of our community and need your pride in the community as well. This way, our community will be a safe and attractive place in which to live and entertain your guests. We ask that you abide by the following policies to maintain an attractive community:

Sheets, blankets, aluminum foil, posters and other such items are not acceptable window coverings. Sidewalks and entrances should not be obstructed, encumbered or used for any purpose other than entering and leaving your apartment.

The lawns and plant beds around the building should be kept clear of furniture, garden hoses, bicycles, toys, and other personal property or garbage and debris.

No sign, advertisement, notice, or other lettering should be exhibited, inscribed, painted, or affixed by any resident on any part of the outside building(s), garages or entryways.

No awning or other projection may be attached to or protrude beyond the outside walls of the

building.

No radio(s), television aerials, wires, or satellite dishes may be erected in or around any part of the building.

No clothing, rugs, or other items may be hung out of the windows or on laundry lines outside. Only patio furniture that is in good condition and made for outdoor use may be placed on the porches or patios. No indoor furniture, couches, sofas, or recliners may be used as outdoor patio or yard furniture.

Please do not sweep or throw any dirt or other substance from your apartment onto your patio, plant bed, or sidewalk.

Cigarette butts are considered trash and discarding them outside is considered littering. It is YOUR responsibility to keep the area around your apartment free and clean of cigarette butts.

TRASH DISPOSAL

The basements and/or common areas of your unit are not to be used for storing trash. If any trash is found stored in the basement of your unit you will be charged \$20 per bag. There will also be a \$20 per bag charge for any trash which accumulates on the porches, around the outside of your unit or in the common areas for any length of time. This includes trash, cans, bottles and cigarette butts in and around your entryway. The maintenance staff will be continually checking for trash problems, and these charges will be enforced. Please call the office at 989.773.3890 with any questions or concerns. Please put all household trash in garbage bags and place the bags in the dumpster or trash bin that is provided.

TRASH CARTS

Trash day is **Wednesday** If your unit is provided a trash cart. Trash carts are to be taken to the curb on the street side on Tuesday evening and once emptied on Wednesday returned near the house.

BARBECUE GRILLS

No propane tanks are allowed inside the apartments. Grills must be kept 20 feet from the building to avoid melting of vinyl siding. Charcoal grills are prohibited.

FIREPITS / BONFIRES

No fire pits, fire tables, or fire bowls are allowed on the premises.

PARKING

For Casa Loma, Lexington Ridge, the Bellows Townhouses, 1028 S. Washington St., 1025 and 1029 S. Main St., we ask that all tenants register the vehicle they will be driving and pick up a parking sticker. Parking stickers are free for our residents. The vehicle you are registering must be in your name or your parents' name to obtain a parking sticker. If you change cars, you must bring in your old parking sticker to get a new one. There is no charge for the new sticker. Absolutely no parking is allowed in the drives, fire lanes, or on unmarked pavement. Particularly in the parking lot behind the Bellows Townhouses, 1025, and 1029 S. Main, parking is tighter, and we want to ensure that only our tenants will be parking there. Parking will be enforced 24 hours, 7 days a week, and vehicles will be towed so please be sure to register your vehicle and properly display your sticker. If you have a different car or a temporary car, please notify the office in advance and stop by and get a FREE temporary pass.

*Parking stickers are issued annually and are valid from June to June.

General Parking Regulations For All Residents:

- The vehicle cannot take up more than one (I) parking space at any time.
- The vehicle cannot be parked on the grass, in reserved areas, fire lanes, or right-of-ways.
- The vehicle must be in good operating condition and drivable.
- The vehicle must display a valid license plate.
- A vehicle (recreational or otherwise), trailer, or boat cannot be "stored" on the property for any length of time.
- Major automobile repairs made in the parking lot are prohibited. Emergency repairs only. FAILURE TO CONFORM TO OUR PARKING REGULATIONS MAY RESULT IN TOWING AND STORAGE AT VEHICLE OWNER'S EXPENSE AND REVOCATION OF PARKING PRIVILEGES. Zuker Towing: 989.779.0077

SNOW REMOVAL

AMG provides courtesy snow removal at your apartment complex. Please notify the office immediately if an area needs attention. Tenant is responsible for snow and ice removal on steps, porches and stoops surrounding the leased premises. We will make a snow shovel available to the tenant(s) for this purpose. Tenants are responsible to provide any ice melter for the ice. Please remember that it is a challenge to remove all of the snow from the parking spaces. Any help coordinating the moving of cars to provide access for removing the snow is greatly appreciated. Please call our office to coordinate a "special" plow and for further information.

GENERAL POLICIES

LAUNDRY CARDS (Lexington Ridge Tenants Only)

AMG will provide laundry cards to all residents of Lexington Ridge for use in any of the 4 Laundry Rooms in the complex as a conditional amenity. These laundry cards will be individually assigned to each resident and must be returned to the office upon expiration of the Lease. Any laundry cards that are lost or not returned will subject the resident to a charge of \$10. Also, card privileges may be reduced or suspended in the event that rent becomes delinquent, or if there are any outstanding balances on the account resulting from unpaid fees such as security deposit, utility fee, application fee, or fees resulting in violation of the lease contract. Laundry privileges will resume once it is confirmed that all tenants are current on all outstanding balances.

CHRISTMAS TREES

Please, do not bring real Christmas trees into the apartment, they are a fire hazard. Artificial trees however, are permitted.

COMMON AREAS

Common areas are for the use and enjoyment of all residents. You must comply with the common area rules:

- I. Definition. Common areas include all community property not contained within individual apartments. These areas include hallways, stairwells, lobbies, laundry rooms, basement areas, roof areas, courtyards, lawns, pathways, and any amenity areas, such as pools, gyms, or sports courts.
- 2. Laundry, trash, refuse. Residents may not leave laundry, trash or refuse of any kind in common areas. Please keep these items inside your apartment or dispose of them properly.

Residents are not to leave trash or hang laundry on their porch or balcony. If AMG has to remove any trash or refuse there will be a \$20 per bag/item charge. No Fire pits or torches are allowed for tenants own protection, and the protection of others.

- 3. Unattended personal property. Residents may not leave personal property unattended in common areas. Personal property left unattended in common areas may be removed by community staff. If personal property is chained or secured in common areas, the staff may cut the chain or lock in order to remove the item. The community will store property that is removed at the resident's expense, and the resident must pay any storage fees that accrue prior to claiming the property.
- 4. Nuisances. Residents may not create, or allow their family members, guests, or invitees to create a nuisance in common areas. Nuisances may include, but are not limited to, loud noises, offensive conduct or odors, inappropriate attire, running, skating, riding skateboards or bicycles, playing music without headphones, and smoking. Understand that any activity that has a negative impact on the roommates or neighbors will not be tolerated.

HIGH-SPEED INTERNET ACCESS

Resident(s) at Lexington Ridge, Casa Loma and most of our houses will receive high-speed internet access for the duration of their lease. Resident(s) understand that their AMG has contracted with an Internet Service Provider (the "Provider") so that Resident may have high-speed internet access (the "Service") in the apartment. The use of the Service by Resident is subject to the terms and conditions set forth in the subscription contract Lessor signs with Provider. Your ISP is CMS. The use of the Service by Resident is subject to the terms and conditions set forth by CMS. If you experience any problems with your Internet service you may call CMS technical support at 989-779-1800. AMG shall in no way be liable or responsible for any loss, damage, or expense that Resident may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the Service or if the quantity of the Services supplied by the Provider is no longer available or suitable for Resident's requirements, and no such change, failure, interference, disruption, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or in any way entitle Resident to any abatement or diminution of rent or in any way relieve Resident from any obligation under the Lease.

- 3. Resident Responsible For Equipment Damage Resident agrees to indemnify and hold Owner harmless from and against any and all claims, demands, costs, expenses (including attorney's fees) and causes of action arising out of, or in any way relating to, actions or inactions by Resident, including, but not limited to, any amounts AMG is required to pay to cover the costs of any such damage to Provider.
- 4. Technical Support All support will be provided by CMS at 989-779-1800. You will receive an information sheet when you pick up your key to move in.

MOVING OUT

You will receive a separate notice on the procedures for vacating your apartment. Please call the office if you have specific questions, or if you have not received your move-out notice 30 days prior to moving.

PARTIES

Paragraph 13 of your lease reads as follows: NO PARTIES. The space you are leasing is to be used as a living dwelling ONLY, not for the purpose of "having a party." VIOLATION of this is also a violation of

the local Nuisance Ordinances. You may be subject to a \$500 charge if you have a party. When having guests over, you are responsible for their actions. Please keep the stereo and noise level down. Please keep the bass down when playing your stereo as it travels to the next apartment very easily.

The following information is provided from local law enforcement regarding the ordinances. This is not a college student only issue, it affects everyone. One of the main questions regarding the ordinances is how big can a party get before they are breaking the law? The law does not specify the number of people, only that it is a gathering of people. It does not matter if it is 3 or 300 people. It also does not matter if the people gathering are age 16 or if they are age 50. The law also does not specify between a house, apartment, duplex, divided house. The law also notes that even though a resident is not hosting the party, but permitting it by not stopping it, that person can also be charged. The courts have said that the person is still responsible for what takes place in or around the residence.

Mt. Pleasant Noise and Nuisance Gathering Ordinance:

§ 96.03 NOISES PROHIBITED.

- (A) Loud or disturbing noises prohibited. It shall be unlawful for any person to make, continue, or cause to be made or continued any excessive, unnecessary or unusually loud noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others, within the limits of the city.
- (B) *Prohibitions*. The following prohibited acts, although not to be considered exclusive, are declared to be unlawful:
- (1) Horns and signal devices. The sounding of any horn or signal device on any automobile, motorcycle, bus, street car or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or to give warning of intent to get under motion, or if in motion, as a danger signal after or as brakes are are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for an unnecessary and unreasonable period of time;
- (2) *Radio and musical instruments*. The playing of any radio, television, phonograph, or any musical instruments in such a manner or with such volume at any time or place so as to annoy or disturb the quiet, comfort, or repose of persons in any office or in any dwelling, hotel, or other type of residence, or of any persons in the vicinity;
- (3) Shouting and whistling. Yelling, shouting, hooting, whistling or singing or the making of any other loud noise on the public streets at any time so as to annoy or disturb the quiet, comfort, or repose of persons in any office, or in any dwelling, hotel, or other type of residence, or of any persons in the vicinity;
- (4) *Hawking*. The hawking of goods, merchandise or newspapers in a loud and boisterous manner so as to annoy or disturb the quiet, comfort, or repose of any other person in the area;
- (5) Animal and bird noises. The keeping of any animals or birds which by causing frequent or long continued noise shall disturb the comfort or repose of any person;
- (6) Whistle or siren. The blowing of any whistle or siren, except to give notice of the time to begin or stop work or as a warning of fire or danger;
- (7) Engine exhausts. The discharge into the open air or the exhaust of any steam engine, stationary internal combustion engine, or motor vehicle, except through a muffler or other device which effectively prevents loud explosive noises;

- (8) Construction noises. The erection (including excavating), demolition, alteration, or repair of any building, the excavation of streets and highways, other than between the hours of 7:00 a.m. and 8:00 p.m., unless a permit be first obtained from the Division of Public Works and/or building official;
- (9) *Handling merchandise*. The creating of a loud and excessive noise in connection with loading and unloading any vehicle or the opening and destruction of bales, boxes, crates, and containers;
- (10) Devices to attract attention. The use of any drum, loud speaker, amplifier, or otherinstrument or device for the purpose of attracting attention of any purpose without first obtaining permission from the City Manager or his designee.

(Ord. 869, passed 2-25-02; Am. Ord. 898, passed 6-14-04)

№ 96.04 NUISANCE GATHERING.

- (A) *Purpose*. The City Commission finds that there are parties or gatherings on premises in the city that are unsafe or are a public nuisance. These gatherings can involve alcoholic beverages that are illegally sold and/or provided to individuals in attendance, including underage individuals. These gatherings can result in excessive noise and traffic, excessive consumption of alcohol, overcrowding of the premises, and other ordinance and state law violations. The City Commission desires to protect the public from such public nuisances.
- (B) *Definitions*. For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.
- **NUISANCE GATHERING.** A gathering, party or meeting that is conducted on or within any premises located within the city and which, by reason of the conduct of persons hosting or attending, results in one or more of the following conditions or occurrences:
- (a) The drinking or possession of alcohol in public or intoxication that would warrant involuntary commitment under M.C.L.A. § 330.1276, as amended;
- (b) The use or possession of any controlled substance, drug, or immediate precursor enumerated in schedule 1-5 of §§ 7201 to 7231 of the Public Health Code, 1978 PA 368, as amended, M.C.L.A. §§ 333.7201 *et seq.*, except as provided in (c) below with respect to marihuana;
- (c) The use or possession of one ounce or more of marihuana, except as permitted by the Michigan Medical Marihuana Act, PA 2008, Initiated Law 1, as amended, M.C.L.A. §§ 333.26421 *et seq.*;
- (d) Indecent exposure or public nudity in violation of M.C.L.A. § 750.335a, as amended, or § 96.11 of this code;
 - (e) Public urination or defecation;
- (f) The unlawful sale, furnishing, possession or consumption of alcoholic or intoxicating beverages in violation M.C.L.A. § 436.1703, as amended, or § 132.03 of this code;
- (g) The unlawful dumping, placing or depositing of trash or litter on public or private property in violation of M.C.L.A. § 750.552a, as amended, or §§ 96.06 or 96.07 of this code;
 - (h) The damage or destruction of public or private property;
- (i) The generation of pedestrian or vehicular traffic which obstructs the free flow of traffic within the public rights-of-way or interferes with the ability to render police or other emergency services;
- (j) The generation of noise or violations that are audible at a distance beyond 50 feet from the property line of the premises or from inside a neighboring building, structure or dwelling unit;
- (k) Public disturbances, brawls, fights, quarrels or similar disturbances of the peace in violation of $\frac{131.02}{100}$ of this code; and

(l) Violation of the fire code, building code or zoning ordinance due to the over-occupancy or overcrowding of a building, structure or dwelling unit, or any adjacent deck or patio, or the obstruction of stairway or entries to a building, structure or dwelling unit.

PREMISES. Any building, structure or dwelling unit, either commercial or residential, including adjacent exterior property, common areas, yards, and parking lots. The term **PREMISES** does not include an establishment operating with a liquor license issued by the Michigan Liquor Control Commission, or a successor agency.

- (C) Nuisance gathering prohibited.
 - (1) Nuisance gatherings are declared to be public nuisances and are prohibited in the city.
- (2) Any person being the owner, occupant, tenant or otherwise having any possessory control, individually or jointly with others, of any premises who either sponsors, conducts, hosts, invites, suffers, permits, continues, or allows to continue a nuisance gathering at such premises, shall commit a violation of this code, and upon conviction shall be subject to the penalties as provided by § 96.99. In any prosecution for a violation of this section, proof of specific of intent shall not be required as a necessary element.
- (3) Any person in attendance at a nuisance gathering, whether or not such person has any possessory control over the premises, shall commit a violation of this section and, upon conviction, shall be punished as provided in § 96.99 of this code. (Ord. 619, passed 10-1-84; Am. Ord. 738, passed 4-13-92; Am. Ord. 852, passed 3-26-01; Am. Ord. 981, passed 7-22-13; Am. Ord. 995, passed 6-22-15) Penalty, see § 96.99

Union Township Ordinance:

61.003 - Nuisance party.

Sec. III.

3.1.

Nuisance party defined: A social gathering or party which is conducted on premises within the Charter Township of Union, and which, by reason of the conduct of those persons in attendance, results in any one or more of the following conditions or occurrences: public drinking or drunkenness; public urination or defecation; the unlawful sale, furnishing, or consuming of intoxicating beverages; the unlawful deposit of trash or litter on public or private property; the destruction of public or private property; the generation of pedestrian or vehicular traffic which obstructs the free flow of residential traffic or interferes with the ability to render emergency services; excessive, unnecessary or unusually loud noise which disturbs the comfort and quiet repose of the neighborhood; public disturbances, brawls, fights or quarrels; or which results in any similar conduct or conditions which annoys, injures, or endangers the safety, health, comfort, or repose of the neighboring residents, or results in any indecent or obscene conduct, or results in any immoral exhibition or indecent exposure by persons at the social gathering or party, is hereby declared to be an unlawful public nuisance.

3.2.

Nuisance party prohibited: Any person being the owner, occupant, tenant or otherwise having any possessory control, individually or jointly with others, of any premises who either sponsors, conducts, hosts, invites, suffers,

permits, continues, or allows to continue a social gathering or party which is or during the course thereof becomes a public nuisance as defined in 3.1 [61.003(3.1)] above is hereby deemed to have committed a violation of this Ordinance, and upon conviction shall be subject to the penalties as provided herein. In any prosecution for a violation of this Section, proof of specific of intent shall not be required as a necessary element.

3.3.

Persons attending nuisance parties: Any person in attendance at a nuisance party as defined by 3.1 [61.003(3.1)] above, whether or not such person has any possessory control, shall be deemed to have committed a violation of this Ordinance and upon conviction shall be punished as provided herein.

ACTIVITIES RESULTING IN DISTURBANCE, DISTRESS OR DAMAGE

Individual or group activities (including guests or invitees of any resident) that may result in a disturbance or distress to others, or that cause or may potentially cause damage or destruction to self or property, are prohibited. Damage to Physical property and/or the apartment will be billed to the resident who caused such damage. If it cannot be determined who caused the damage in an apartment, such damages will be billed equally among all residents residing in the apartment.

CLEANLINESS

Rooms and apartments must be kept clean and sanitary at all times, including proper disposal of empty food and beverage containers. Residents are prohibited from activities that violate any health code. Residents may not violate these regulations or interfere with the safe and clean environment of others.

INSPECTIONS

Apartment inspections will occur for preventative maintenance and condition assessments. Residents will be notified in advance of these inspections. In the event that a resident has previously violated lease/license agreement policies regarding proper cleanliness, guest privileges or the pet policy, this document serves as notice for management to re-inspect the apartment/house as necessary to ensure there are no further violations.

AMG POLICY ON PETS/ANIMALS

PET/ANIMAL POLICY

AMG is pet friendly! The process for any resident or applicant who wishes to keep a pet or animal is as follows:

I. Complete a separate pet or animal application. Residents or applicants with household pets or service/companion/assistive animals are required to submit a per pet application through a third-party pet screening vendor as part of our standard pet/animal policy for all dogs and cats. Please contact AMG regarding other animals. To begin your pet/animal application please go to:

https://apartmentrg.petscreening.com

2. Obtain management approval prior to bringing or allowing any pet/animal on the premises.

- 3. Complete a pet/animal addendum.
- 4. Move your pet/animal into your home and enjoy!

PET/ANIMAL POLICY INFORMATION

- If you have a pet(s) there is an additional per pet application charge which is administered by a third-party pet screening tool. Pet Screening is a simple and secure tool allowing you to store all the important information about your pet in one place. The benefits of registering your pet with a pet screening service are huge. An online pet screening allows you to consolidate the paperwork required to manage your pet's complicated life all in one place. Profile information includes: photos, vaccinations, microchip, training, behavioral traits as well as a special section for service/companion animals. You'll love the ease of sharing this information with all the service providers in your pets lives; pet sitters, pet daycares, groomers, veterinarians, and animal hospitals.
- All pets must be registered with AMG and comply with all local laws for licensing, vaccinations and shots. No visiting pets are allowed.
- Breeds with a disposition for aggressive behavior may be prohibited.
- \$300.00 pet fee (non-refundable) for Dogs and Cats. We <u>highly recommend</u> that all pets/animals be spayed or neutered and that cats be de-clawed or have gel caps.
- Fish (No Charge) kept in tanks or aquariums up to 50 gallons. Poisonous or carnivorous fish are not allowed.
- Birds (No Charge) any normally caged bird kept as a pet such as a Canary, Parakeet or Finch and must stay in cage and not be allowed to fly throughout apartment.
- Guinea Pigs, Hamsters, Rabbits, chinchillas, gerbils, reptiles, or turtles in approved cages only (No Charge). They must always be in their cage!
- Limit of 2 pets per unit.
- All pet approvals are at the sole discretion of management. Service animals may be exempt from pet criteria pursuant to the Fair Housing Act.
- *** We <u>strongly suggest</u> any apartment with a pet have RENTERS INSURANCE***

 There will be a charge of \$750 per pet, per incident, as stated in your Lease Agreement for any violation of this policy.
- You must maintain a clean and sanitary home environment with your pet or animal and clean up any animal waste anywhere on the premises from your animal.

SECURITY

The landlord will not be obligated to maintain or support activities within the Apartment Community designed to make the Apartment Community safer than it otherwise might be. The Landlord in no way is to be considered an insurer or guarantor of security within the Apartment Community, nor will the Landlord be held liable for any loss or damage by reason of failure to provide security or of ineffectiveness of security measures undertaken, except for liability resulting from the Landlord's failure to perform, or negligent performance of, a duty imposed by law. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will, in all cases, prevent loss or provide the detection or protection for which the system is designed or intended. The Resident acknowledges, understands and covenants to inform the Resident's family members, guests, uninvited visitors and invitees that the Landlord is not an insurer and that each

person coming into the Apartment Community assumes all risks for loss or damage to persons and to property resulting from acts of third parties. The Resident is responsible to keep the doors and windows of the Apartment locked and assumes the risk for loss or damage resulting from admitting persons to the Apartment. The following are a list of resident advisories to increase awareness in helping to avoid a mishap from occurring:

- Always use your door viewer or window (if applicable) to see visitors before you admit them.
- Do not open your door to strangers if they ask to use the phone due to an emergency. Make a call for them.
- Keep your keys in your hands ready to unlock the automobile or front door when coming and going.
- Keep your doors and windows locked, even if you are only going to dispose of trash or go to the laundry room.
- Go to the laundry room or to your mailbox during the daylight hours whenever possible.
- Do not give information out to unknown telephone callers.
- If you are a woman at home alone, pretend that you have a male companion there with you.
- If approached by an unknown person, ask them what they want. If the answer is not satisfactory, start yelling or screaming as loud as possible.
- If you arrive home and suspect that someone has been inside, do not go in. Go to a phone and summon the police by calling 911.
- Never leave valuables visible in your car. Lock them in the trunk.
- Valuables such as televisions, radios, and recorders should be marked with driver's license in case of theft. The police department will often loan you an engraving pen at no charge.
- If you see suspicious people around your apartment or house, call the police.

SUBLEASING:

The Lessee agrees not to sub-lease without the written consent and the approval of Lessor. If Lessor has to sublease for Lessee the cost is two hundred dollars per person, plus any loss of rent. The premises shall be occupied only by the undersigned.

"HOUSE RULES"

For many of you, this is your first apartment. The following are some guidelines that will help you to live in a safe, secure, and comfortable environment. Respect your roommates and treat others as you wish to be treated. Sharing space is a valuable life lesson and we want everyone in your apartment to be as happy and comfortable as possible! In order to comply with local fire codes (which are created for your own protection and safety), certain policies apply toward the condition of your apartment. In addition, decorating guidelines have been established in order to prevent damage to the apartment.

Furniture may be rearranged in your apartment provided it is returned to its original position (beds set up, etc.) prior to moving out.

No bunk beds, lofts or waterbeds are permitted.

No construction, wall partitions, or any similar structures are permitted.

Any alterations or modifications that pose a threat to safety, health, physical apartment damage, comfort of others, etc... are not permitted.

No additions to the original surface are permitted on the doors, windows, blinds, or

furniture.

All decorations must be temporary so as not to permanently deface or damage apartment furnishings.

Please do not put tape of any kind on the carpet or linoleum.

It is important that the window screens and blinds remain in good functional condition.

They are not to be removed, tampered with, and/or detached in any manner.

The policies of AMG are in place to keep all residents safe and healthy. Please do not use these guidelines as limitations to your actions but as ways to develop yourself and your personality in a safe environment.

Aiding and Abetting:

Aiding and abetting means you are personally responsible if something is happening in your apartment that you know of, are present for, or assist in. This also applies anywhere on campus if you are present during a policy violation. You are equally as responsible for the violation if you fail to report the violation. One example of this may be a roommate having an illegal pet. All roommates would be held responsible for this policy violation because they are aware of the violation and did nothing about it. Alcohol, drugs and parties that carry heavy penalties can have a great effect on roommates. If you know that a roommate has or uses drugs in your apartment/suite, you can also be held responsible for those drug violations. To avoid being in violation for aiding and abetting, you need to immediately report violations. Leave the apartment if needed and call the police or notify your landlord.

Residents are expected to act in a manner that will not disturb the academic pursuits of roommates or neighbors or infringe upon the privacy rights, health or safety of others. Understand that any activity that has a negative impact on the roommates or neighbors will not be tolerated.

GETTING ALONG WITH YOUR ROOMMATES

Living with others requires maturity, patience, open communication, willingness to compromise, and respect for others. No matter how compatible roommates are, there is always the potential for conflict. Culture, cleanliness, sleeping patterns, habits, and hobbies are some examples of things that can be different among roommates. These differences can serve to be positive learning opportunities for people living together, or they can create a negative atmosphere within the apartment/suite that can seem intolerable. You and the attitude that you take in communicating with your roommate will determine whether or not your situation will be positive or negative.

Tips for living with roommates:

- Treat your roommates as equals. Don't give orders, make unreasonable demands, or expect favors. Try to put yourself in the shoes of your roommate to determine if what you are doing (or not doing!) is reasonable.
- Respect your roommates' right to privacy. Don't pry into their private affairs or expect to share in their activities unless invited.
- Keep borrowing to an absolute minimum.
- Avoid trying to "reform" or correct your roommate(s). Don't expect them to conform to your standards or accept your beliefs.
- Work out mutually agreeable divisions of chores. Don't wait for your roommate to take care of the housekeeping.
- Make a sincere effort to be friendly. Don't withdraw into a shell or forget common

courtesy, which is unfortunately not "common" enough!

- Accept routine inconvenience without complaint. Don't gripe continuously about little annoyances that are insignificant. If they are significant, talk to your roommate right away, and not to anyone else.
- Keep your promises and commitments without exception. Don't break appointments or renege on agreements.
- Respect the efforts of others to study. Don't cause interruptions or make unnecessary noise.
- Prepare and live with a realistic budget. Don't overspend during the month and have little or no money left to pay your portion of the apartment/house bills.
- If you have a disagreement with a roommate, talk about it as soon as possible. Do not let your anger or frustration build up until you explode. Your Landlord is available to support and mediate if necessary.
- Have a discussion and agree to boundaries about various relevant items.