



WESTERN PINES

A P A R T M E N T S

Rules & Regulations

Your guide to living at Western Pines Managed Community

3824 Pine Terrace Blvd. Apt. #1 Kalamazoo, MI 49006

Phone: (269) 375-8018

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Important Contact Information

Office Contacts:

Western Pines Apartments Office..... (269) 375-8018

After Hours Emergency Maintenance..... (844) 293-9150

Property Manager: WesternManager@TrilliumVenturesMSV.com

Leasing: WesternLeasing@TrilliumVenturesMSV.com

Emergency / Security Contacts:

Police or Fire Emergency..... 911

Poison Control..... (800) 222-1222

Suicide Prevention Hotline..... (800-273-8255)

Utility & Cable Contacts

Consumer Energy (Electric & Gas)..... (800) 477-5050

Charter Customer Support..... (833)-697-7328

Miscellaneous

United States Postal Service (800) 275-8777

Western Michigan University(269) 387-1000

Welcome from Western Pines Management

WELCOME! We are glad that you chose a Trillium Managed Community for your home and we want to make your living experience as comfortable as possible. While living at a Western Pines Managed Community please do not hesitate to contact our staff with any questions or concerns. Our website www.westernpinesapts.com is great resource for events, maintenance requests, and more. In order for all residents to have an enjoyable living experience there must be good communication and understanding between residents and Management. The purpose of our Rules and Regulations is to provide you with all the information you will need to understand some of your responsibilities as a tenant and our responsibilities as Management. Additionally, we want to help ensure the safety and the appearance of the community. The following pages are helpful notes on tenant processes, apartment living, and common rules and regulations designed to make your rental experience the best it can be. Welcome to your new home and we hope you enjoy your stay!

Introduction

The Rules and Regulation packet is for the protection of the rights and privileges of the Tenant(s) and the protection of the Landlord's property, to aid the Tenant in the full enjoyment of their household, guests and employees. All Tenants shall comply with all the laws and city ordinances, rules and regulations now or hereafter adopted by the Landlord for the safety, comfort and welfare of the occupants.

Moving In

Upon signing the lease and receipt of the security deposit and rent you will receive either a copy of your key(s) or a scheduled date and time to receive your keys. An "Inventory Checklist" must be completed by the unit upon moving in. The Inventory Checklist must be completed and returned to the office within seven (7) days of your move-in date. When completing the Checklist, if you find a problem in the unit, notify the management in writing as soon as possible. A copy of the Checklist will be retained in our files during occupancy and will be the basis for determining damages, loss and/or charges assessed during or at the termination of residency.

Moving Out

A unit will not be considered fully vacated until all keys have been returned to Management and all Tenants and their personal property has been removed from the premises.

Forwarding Address: YOU MUST notify the landlord in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail. Otherwise your landlord shall be relieved of sending you an itemized list of damages and penalties adherent to the failure.

Storage & Keys: Tenant(s) will be charged \$10/day for storage of a significant personal property left behind as well as \$50 for replacement per key, and \$150 for garage door openers (if applicable).

Inspection: If a tenant wishes to be present for the final inspection of the unit the Tenant will be responsible for scheduling an appointment with Management. All assessment against a tenant Security Deposit will be based on statutory law, these rules and the Inventory Checklist the tenant submitted at the beginning of the lease. All personal property must be removed prior to inspection. The trash bins located at the property are not meant for large items such as, but not limited to, furniture, televisions, and mattresses. You may be assessed a fee for disposal of large items left in and around the trash bins. Items that do not fit in a trash bin and are left behind will be subject to a fee for removal or disposal.

Payment of Rent

We encourage all residents to pay rent with ACH payments, credit/debit cards, personal checks, cashier's checks and money orders. We will not accept cash payment. **Late Fees will be assessed at 5pm on the 5th day of the month (even if the 5th day is a Sunday or a Holiday).** There will be a \$25.00 fine for a returned check. Please refer to your lease for your specific late fee charges. Rental payments may be mailed to the following address:

**3824 Pine Terrace Blvd. Apt. #1
Kalamazoo, MI 49006**

Lease Renewal

Current tenants will have the opportunity to renew their lease for their particular unit if notice is given by February 1st following lease commencement date. The unit will not be guaranteed until a new lease agreement is signed and any past due rent or fees are paid. After the renewal deadline of 60 days has passed a unit will be available to lease by Western Pines Management to any interested party as approved by the Management and your unit will not be guaranteed to be available after February 1st.

Lease Assumptions

Lease Assumptions are only permitted with written consent of the Landlord. A replacement tenant will be required to submit an application and application fee in order to perform a background and credit check. Management reserves the right to accept or deny any applicant. There will be a \$300 administrative fee for all approved lease assumptions and subleases.

Maintenance Information

NON-EMERGENCY MAINTENANCE:

For non-emergency maintenance requests, please submit your request online at:

<http://www.westernpinesapts.com>

OR

Call our office at: (269) 375-8018

EMERGENCY MAINTENANCE:

For emergency maintenance (gas leak, no heat, no water, fire, etc.) please call the following number. After hours emergency calls (not between 9am and 5pm) that do not qualify as an emergency (i.e. Clogged Toilet, A/C) will be charged \$50.00: **(844) 293-9150**

Daily Maintenance Requests: Our website is mobile friendly so you are able to make requests on the go. We aim to assess all maintenance requests within 48 hours of placement.

Lock Out: If you've locked yourself out of your apartment there will be a \$10.00 lock-out fee during office hours if our staff is on-site at the Community. After-hours lock-out fees or if our staff is not on site at the Community will be \$150.00.

General Damage: Tenants must report to the Management any accident, leak, spark or injury to water pipes, toilets, drains, electric wires or fixtures, or other property of the Landlord. Most plumbing fixtures will have a water shut-off valve. If you have a significant water leak please attempt to turn off this valve immediately. Failure to notify the Landlord of breakage, damage or loss within a reasonable time may result in charges to Tenants if damage could have been otherwise avoided.

Unclogging: Tenants will be responsible for any clogging of the waste traps in their apartments. Western Pines Management charges \$50.00 per occurrence for us to unclog a waste trap. We recommend you attempt to unclog your toilet with a standard plunger prior to contacting our office. Additional charges may be incurred if Tenants have flushed items that are considered generally unacceptable in waste traps. Toilets, sinks, appliances and other equipment shall be used for the purpose for which they were constructed and installed.

- **DO NOT** flush diapers, sanitary napkins, flushable wipes or other objects down the toilet.
- **DO NOT** flush hygiene products.
- **DO NOT** put grease, bones, or other hard objects down the sinks.
- **DO NOT** use drain cleaners in any of the sinks or bathtubs. If you have a clog, please telephone the Office, and we will take care of it immediately.

Use of these cleaners can destroy the pipes and would be the responsibility of the resident for reimbursement costs of repairs. When leaving the apartment, please check that all toilets have quit running and no faucet is on. This may prevent a water leak problem should the toilet stool or sinks overflow. Care should be taken when using the shower to assure that water does not escape the enclosure. Shower curtains must hang inside the bathtub.

Grease/Oil: When using grease or oil for cooking or otherwise please make sure to properly dispose of the excess in a cleanly manner. Dumping grease/oil down drains and in the grass, stone, or landscaping will incur a \$50.00 fee for cleanup.

Common Areas & Benefits

General: Access to common areas is permitted at the sole discretion of Management. Access may be withdrawn by Landlord at any time and for any reason. If work out facilities, recreational services, cable and internet, or the like are offered at a community, they are not guaranteed as a service offering per your Lease Agreement, but rather are considered a freely offered temporary benefit that is offered at the will of the management. Fixes, repairs, out of orders and the like are not a sufficient reason to withhold rent or to demand reimbursement of any sort.

Obstructions: As per local and state law the sidewalks, entry ways, passages, vestibules, halls and stairways shall not be obstructed nor used for any purpose other than ingress and egress from respective apartments. Such areas should not be obstructed by bikes, scooters, garbage, or the like. Additionally, items should not be stored or placed in the utility closets where furnaces and hot waters heaters are located. **Obstructions will be removed by our staff without notice.**

Complex Aesthetics

Alterations: The Tenant shall not carry on any business whatsoever in the building, nor inscribe, nor affix any signs, advertisements or notice on any part of the outside or inside of the building or demised premises, except with the written consent of the Landlord. The Tenant shall at all times keep the demised premises and fixtures therein in a clean and sanitary condition. No part of the rent shall be payable in repairs or alterations of any description. All repairs or alterations shall immediately become the property of the Landlord. Tenant(s) shall not make any repairs or alterations of demised premises or to the equipment therein, nor shall any of the following work be done without the consent of the Landlord or its agent, and then only under supervision:

- a) Install additional locks, picture hooks, or fixtures.
- b) No tacks, nails or other fasteners, or cement shall be used in laying carpets, rugs, or linoleum on floor.
- c) No large nails, bolts, or screws shall be placed in walls, doors, or trim without the manager's consent.
- d) No extra electrical wiring shall be done in the premises.
- e) No shades, awnings, or window guards shall be used except such as shall be put up by the Landlord.
- f) No aerial or connection shall be installed by the Tenant outside of the demised premises without the
- g) Written consent of the Landlord or its agent.
- h) No window boxes, flowerpots or other containers shall be affixed to outside walls without the written consent of the Landlord of its agent.
- i) A wall unit air conditioner is provided in the living area of each apartment. Installation of other air conditioning units in the apartment is not allowed without written approval from Management.

Blinds, Screens, Windows, etc: Western Pines Management performs random inspections to the exterior of all buildings in order to maintain a uniform look to the complex. If your screens, windows or blinds are torn or broken they will be replaced by Western Pines Management and billed to a unit according to our standard tenant charges. The replacement work will be done at the discretion of the Landlord. Charges may be assessed for damage if the unit's inventory checklist does not show the damage existed at the time of move-in.

Disposal: The Landlord shall have the right, without further notice, to dispose of any personal property left on the premises by the Tenant after the Tenant vacates the premises. All trash must be placed in designated dumpsters. All trash articles surrounding the general area of each specific unit will be the responsibility of the tenant. Charges may be applied for not maintaining this area or for cleaning.

General Appearance: Any articles stored on patios, balconies, or porches must meet the guidelines set forth by Western Pines Management. Only suitable patio furniture is allowed on balconies or porches and is limited to specific areas of the property. Our goal is to maintain a consistent appearance of the property. To maintain the general appearance of the property, Western Pines Management will NOT allow torn or broken window and slider screens and/or window and slider blinds. No sheets or posters are permitted to cover a window. Offensive material visible on the outside of the building may be removed by Management.

Satellite Dishes: Satellite dishes may not be installed or affixed to any part of any building without prior written consent of Western Pines Management. Installation of a satellite dish has specific guidelines that must be met and may be denied entirely depending on the community.

Parking

Vehicles: All vehicles must be registered with the Western Pines Management office in order to avoid fines, booting, or towing. Positively no motorcycles, snowmobiles or other such devices shall be permitted in the apartments or on the balcony, patio, or sidewalks. If a vehicle has flat tires, has become inoperable, or has not moved from a particular spot for an extended period of time it will be towed.

Enforcement: Vehicles without valid registration or plates may be booted by our security company or towed by a local provider. Failure to transfer your parking permit from one vehicle to another will not be considered a valid reason to waive the associated costs of booting and/or towing.

Guest Parking: Visitor and guest parking may be offered from time-to-time and is not guaranteed. If visitor parking is offered then guests may not park a visiting vehicle for more than 2 consecutive evenings. Parking is reserved for tenants. Guests visiting the property must use the "visitor parking" as marked at the designated areas throughout the property. Vehicles without passes and vehicles not parked in the designated visitor parking areas will be towed at the owner's expense. The Resident is responsible for notifying their guests of this policy.

In Unit Painting

Western Pines Management will allow tenants to paint one, and only one, accent wall per room so long as the accent wall is returned to its original color at the conclusion of the lease. There is no upfront cost in order to paint accents walls. Tenants WILL incur costs if the accent wall is not returned to its original color at the conclusion of their lease, if accent paint is found on trim and baseboards, ceiling, or flooring. Tenant will be held responsible for any damage associated to the painting of accent walls.

Safety

Glass: No open glass is permitted outside of units. This includes, but is not limited to, bottles, glassware, etc. Violation of this policy will result in a minimum fee of \$25.00 per occurrence. Specific damage or cleaning fees will be assessed separately.

Grills: No charcoal grill, hibachi, or other cooking devices will be allowed inside of any apartment or townhouse or located on any balcony or wooden deck per local Ordinance. No open fires are permitted on the premises.

Hazardous Material, Firearms, Etc.: Firearms, explosives, bows, fireworks, and toxic or dangerous materials are prohibited in apartments or anywhere on the premises.

Illegal Activity: Illegal activity of any sort will not be tolerated by Western Pines Management, which includes but is not limited, to drug related offenses, underage drinking, violent conduct, trespassing, copyright violations, etc. We charge \$250 per violation and may opt to pursue eviction.

Party Policy: Any Tenants of a Trillium Managed Community having a gathering of people will be held responsible for any damages, which may occur inside or outside of the apartment, in public areas of the apartment and common area buildings, or to the landscaping around the buildings, including the parking lot. Noise levels need to be kept at appropriate and respectful levels. Our Security Service reserves the right to disband any gathering for any reason.

Western Pines has a “no party” policy. Recurring noise violations, providing to or consumption of alcohol by underage persons, and the requirement of law enforcement to control noise or enforce other laws may be grounds for eviction as determined by Management.

Keg Beer: There will be no keg beer allowed in any building or on the premises at any time. If this rule is violated there will be a \$600.00 fee imposed.

Noise: The loud playing of music, televisions, radios, musical instruments or any device which makes loud or offensive noises, or the commission of any act which may be a nuisance or menace to other tenants in the buildings or on the grounds of the property at any time, is prohibited. We charge \$200.00 per violation.

Roofs, Overhangs & Attics: No persons are allowed on any roof surface or porch overhang. Tenants are also not permitted to enter the attic space.

Solicitors: Soliciting is not permitted on Western Pines managed property. Please notify our office immediately of any solicitors or contact the authorities. Management cautions all tenants when making a decision to switch their utility services from DTE or Consumer’s Energy.

Candles & Incense: Candles and incense are a fire hazard. Tenants using candles or incense must understand that they will be held responsible for any damage resulting whether by burning or residue on ceilings and walls.

General Rules & Regulations

Medical Marijuana: As per the Michigan Attorney General; Owners of an apartment or other similar facility can prohibit the smoking of marijuana and the growing of marijuana anywhere within the facility, and imposing such a prohibition does not violate the Michigan Medical Marijuana Act. Management therefore, does not permit smoking or growing of medical marijuana on the property. Marijuana use, medical or otherwise, is still considered a federal crime and will not be permitted on the premises

Pet Policy: Western Pines Management has a limited pet policy. Please check with the office for the details and requirements. NO ANIMALS OR PETS (cats, dogs, reptiles, birds, hamsters, etc.) OF ANY KIND SHALL BE ALLOWED OR KEPT ON THE PREMISES WITHOUT PRIOR WRITTEN CONSENT OF THE LANDLORD. If it is discovered that an unauthorized pet is or was in the unit for ANY period of time then a charge of \$1,000.00 may be assessed to the unit.

Photography: Tenants consent and understand that the Landlord is permitted to take and use photographs of tenants while on the complex premises. The photographs will be used solely for advertising and social media applications.

Right of Entry: The Landlord or its representatives shall have the right to enter the Tenant's premises during all reasonable hours with written 24 hours' notice to examine or to make such repairs, additions, or alterations as may be deemed necessary for the preservation thereof or of the building or to exhibit the said premises, or for the purpose of removing placards, signs, fixtures, alterations, or additions in the premises which are in violation of the Tenant's lease or of the conditions of occupancy. Staff reserves the right to enter without notice if deemed an emergency.

Smoking: There shall be NO SMOKING in any apartment or townhouse unit or in any common area of any building. If it is discovered that a violation of this rule has occurred there will be a \$150.00 fine per violation. Smoking in units may result in additional deodorization charges or associated charges.

Sufficient Notice: Any notice required by law or otherwise will be sufficient if delivered to the Tenant personally or sent by mail to their premises, affixed to the door of Tenant's dwelling unit, or EMAILED to Tenant email address. Tenants are required to register their email address with Western Pines Management. Failure to register your email will not be considered a valid excuse for missing payments and notices.

Visitors: Tenant shall not sell or give accommodations in the premises to any borders, lodgers, or roomers. The Landlord in all cases shall retain the right to control and prevent access to the building and grounds of all persons whom it considers undesirable.

Water Beds: Waterbeds are allowed in some circumstances. Any tenant desiring such must contact management prior to bringing unit on premises.

Hanging on Walls: While Western Pines Management understands that your apartment is your home, and you may wish to adorn your home with decorations, we request that no non-removable sticker-type wall hangers, wall anchors, large nails, or large screws be used. Tenant(s) agree to use only small pins or small hanging nails to affix frames, picture, etc. to the walls. Tenant(s) understand they will be charged for any repair required to fix non-wear-and-tear hole damage to the wall.

Laundry Facilities: Western Pines Apartments provides coin-operated laundry facilities on the first level of each building. You are asked to follow manufacturer's instructions regarding the use and care of these machines. Please clean up spills and remove lint after each use.

Due to the volume of use, extra care should be utilized in the timely removal of clothing throughout the wash and dry routine and returned to your unit. Clothes are not permitted to be strung in the laundry area. Clothing left unattended is subject to removal.

Use of these facilities is restricted to Western Pines Residents. Residents are not permitted to use their own washers and dryers on the premises. Management reserves the right to prohibit the use of laundry rooms to anyone failing to comply with normal precautions and regulations. Western Pines is not responsible for any loss or damage of personal property during the use of these facilities.

Damages

Freezing: Tenant will be responsible for all charges related to frozen pipes that are a result of failing to keep gas and electric on. Western Pines recommends that the heat never be set below 55 degrees. Utilities are the responsibility of the Tenants and any damage resultant from failure to turn on, keep current, or the like will be the sole responsibility of Tenants. We consider the lack of heat in the winter months an emergency maintenance issue.

Move-In / Move-Out: Apartment homes are expected to be cleaned prior to move out and look in a similar condition as when move in occurred. The Tenants shall pay all the damages to the building caused by moving or carrying of articles therein.

Cleaning: While standard wear-and-tear is expected for the duration of a tenant's residency it is also expected that the tenant(s) will keep the premises clean and perform routine cleaning, including but not limited to occasional carpet cleaning, bathroom cleaning, and appliance cleaning. Damage fees may be assessed if, upon inspection, a unit was visibly dirty beyond wear-and-tear.

Payment of Damages: As stated in the lease, tenant(s) is/are responsible for all damages. The amount must be paid in full within 15 days of billing.

Personal Property: All personal property placed in the premises shall be at the risk of the Tenant or owner of such personal property, and the Landlord will not be responsible for any damage to such personal property from any cause. The Community's Insurance Policy DOES NOT cover any tenant losses. Western Pines Management encourages all residents to obtain renter's insurance.

Tenant Charges:

\$50- Late Rent Payment (varies by property)	\$25- Returned check for non-sufficient funds
\$80- Slider Blinds	\$150- Replacement Garage Door Opener
\$150- Subleasing/Lease Assumption	\$60+- Large Blinds
\$50- Lockout between 9-5	\$150- Lockout after hours
\$45- Standard Blinds	\$50- New key
\$100- New Front door lock	\$100- Slider Screen Door
\$25- Bedroom door lock	\$50- Unclogging Fee for Waste Traps
\$65- Window Screen	\$\$\$- Replacement of Parking Permit (varies by property)
\$\$\$- Parking Permit (varies per lease)	\$50- Replacement/Loss of Building Access Card
\$150- Improper Notice Fee	

Violation of Lease Fines:

\$600- Keg fine	\$200- Noise Violation
\$50- Littering	\$50- Trash Violation
\$50- Speeding	\$100- Urinating in Public
\$50- \$100- Parking Violation	\$250- Illegal Activity/Copyright Violation
\$150- Smoking in Units or Common Areas	\$100- Disobeying Management, Security, Police
\$1.00- Cigarette Butts in Front of Unit (per butt)	\$50- Pet Waste
\$100- UNACCEPTABLE Behavior of Guest or Tenant	\$50- Unleashed Pet
\$1000 - Pet Fine per occurrence living in unit	\$1000- per tenant- Unauthorized tenant(s)
\$25- Failure to Transfer Utilities (per billing period)	

These rules do not amend the lease but are used as a reminder of conditions within the lease.

In Case of Emergency

- **Contact Numbers**
 - Emergency: (9-1-1)
 - After Hours Maintenance Emergency: (844) 293-9150
 - Consumer – Gas Leak: (800) 477-5050
- **Fire:** Evacuate the building immediately. Call 911 and notify the authorities of the situation. Do not re-enter the building. Take account of the situation. Is anyone inside; have the neighbors been notified; etc.
- **Thunderstorm & Tornado Watch:** If conditions are right for a tornado; remain alert to changing weather conditions.
- **Tornado Warning:** If tornados have been sighted nearby then seek shelter immediately in an internal, low area of safety. Bathrooms, hallways, and windowless rooms are good alternatives to basements. Close all doors and windows. Do not go outside and stay alert.
- **Unfamiliar Odor:** Evacuate the area/building as quickly as possible. Notify neighbors of a possible gas leak. Contact DTE at the number above.
- **Suspicious Person:** Do not let anyone into your apartment or common area building that you do not know. Do not confront the person. Call 911 and provide the authorities with pertinent information.
- **Medical Emergency:** If someone is injured or requires medical care contact 911 immediately and provide the authorities with appropriate information. Do not leave the injured person unattended.
- **Violent Incident:** Remove yourself from the scene. Once safe contact 911.
- **General Precautionary Info**
 - Be sure to clean the lint traps in the dryer after each load of laundry. This will prevent fire and ensure the dryer works properly.
 - Smoke alarms are provided in all units.
 - Never tamper with smoke alarms or extinguishers.
 - Management should be notified immediately if a smoke alarm is not functioning properly or needs maintenance.
 - Always cooperate with the authorities.