



Clark Properties

Occupancy Rules & Regulations

These rules and regulations are designed to insure the greatest common good for all our residents and have been established for the protection and benefits of our residents. These rules and regulations are a binding part of your lease and terms of occupancy. Violation of any of the rules will result in a written warning and may result in eviction.

- 1) **RENTAL PAYMENTS** – Rent is due on or before the 1st day of each month. Checks must be made payable to **Galyn Clark** for the full amount of rent. Failure to pay rent will result in eviction proceedings and you will be responsible for any and all legal costs and fees.
- 2) **VEHICLES AND PARKING** – All vehicles must be registered and in street operating condition. No major repairs are to be made on vehicles on the property. No vehicle may be parked on sidewalks, grass, curbs or any other location other than parking spaces/driveways. No vehicle in an unsafe or dilapidated condition is permitted. Violation of rules will subject the vehicle to towing at the owners expense. We are not liable for any damages arising as a result of towing.
- 3) **GARBAGE** – Must be taken out on a routine basis and not allowed to pile up.
- 4) **LITTERING** – Residents and guests shall not litter the yard, porches or driveways with garbage or other items. Personal Property such as strollers, bicycles, toys, etc., may not be left lying around and must be kept neat.
- 5) **YARD WORK** – Tenants shall maintain their yards in a neat and orderly fashion. Mowing, raking, disposing of leaves, etc., is the responsibility of the tenant and must be performed on a routine basis. If Clark Properties determines that such work has not been done, we will have it taken care of and you will be charged for the work completed.
- 6) **VISITORS** – While Clark Properties acknowledges the right of the tenants to entertain friends and have guests, certain restrictions must be observed. Tenants and guests shall at all times maintain order and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort of neighbors. Disorderly conduct, abusive language and noisy disturbances may result in immediate removal of all persons committing said offences.
- 7) **EXCESSIVE NOISE** – After 10pm should be considered quiet time and all stereos, televisions or any other item that may cause excessive noise must be turned down or not used so that neighbors are not disturbed.
- 8) **CHILDREN** – Children are to be supervised by an adult at all times and not to be left at a residence alone. Parents will be held responsible for any damage caused by their children.
- 9) **PETS** – There are no pets allowed without prior approval. Tenant must sign pet agreement and pay pet deposit before any pet is kept at any Clark Properties location. Any animal found without prior approval will result in a five-day notice to remove animal or eviction will occur. Clark Properties reserves the right to remove unapproved animals if not done so willingly by tenants.



- 10) **UTILITIES** – Tenants are responsible for all utilities including but not limited to lights, gas, water, etc., and must be converted into tenants name within 10 days of taking possession. Tenants must keep utilities turned on for the entire duration of their residency. This will maintain furnaces, water heaters and pipes in operating condition. Any damage occurring as a result of a utility being off will be charged to tenant.
- 11) **ALTERATIONS TO PROPERTY** – No alterations, painting, redecoration, fixtures, etc., may be done to property without prior written consent from Clark Properties. If approved, all such alterations and additional fixtures shall remain as part of the premises.
- 12) **DAMAGE TO PROPERTY** – Tenants will be strictly held responsible for any damage to our property done by you or your guests and would include any damage occurring from leaving doors and/or windows open during inclement weather. A written bill will be sent shortly after the damage is noticed and payment is expected promptly. Further maintenance that is required beyond normal wear and tear will be charged to the tenant (this includes toilet back ups because of improper use, holes in walls, broken windows, etc.)
- 13) **PERSONAL PROPERTY** – Clark Properties is not responsible for loss of personal property in the event of fire, theft, accident, disaster or any other reason. We strongly recommend that you obtain renter’s insurance to protect your personal property.
- 14) **USE OF WATER BEDS** – Use of waterbeds are allowed provided that the tenant carries an insurance policy with a loss payable clause in favor of Clark Properties in the event damage occurs to our property. Tennant must provide Clark Properties with evidence of such policy prior to installation of any waterbed and evidence of renewal within 30 days of expiration of current policy. If use of a waterbed is discovered without insurance coverage you will be charged an additional \$50 per month until evidence is provided. (Note: Your renter’s insurance might cover waterbeds. Consult with your agent.)
- 15) **ILLEGAL USE OF PREMISES** – All tenants agree not to engage in or permit unlawful activities. Tenants, guests or any other person shall not engage in acts or threats of violence and facilitate in any criminal activity including but not limited to underage drinking and/or drug related activity (drug related activity means the illegal manufacture, sale, distribution, use or possession with intent to distribute or use controlled substances.) Tenant understands and agrees that a single violation shall be good cause for termination of lease and eviction. Violation shall not require criminal conviction to be evicted.
- 16) **LOCKS, KEYS AND LOCKOUT SERVICE** – Locks may not be changed or added without prior written permission. A copy of keys to added or changed locks approved must be given immediately to management. Approved locks and/or chains remain when vacating premises. Lost keys will be replaced at a cost of \$5 each. Lockout service is available for a charge payable in advance of \$25 during normal business hours (8am-5pm M-F), \$35 between 5pm-10pm and \$45 on weekends between 8am-10pm. Lockout service is not available between 10pm-8am or on holidays, you will need to either wait or call a locksmith at your own expense.
- 17) **SERVICE AND MAINTENANCE** – All service and maintenance requests will be handled as promptly as possible. Please call the office with your requests of routine maintenance and repairs. If you have an emergency after normal business hours (8am-5pm) please call 472-8003. Please do not use emergency number during normal business hours or for routine matters.



- 18) **MOVING** – Tenant must notify Clark Properties at least 30 days in advance when planning to vacate even if lease term has expired. Tenant understands even with notice given, moving prior to expiration of lease you forfeit refund of any deposits and remain responsible for payment of rent and other charges until your lease expires or a new tenant is found. You may also be held responsible for additional leasing costs including cleaning, painting, advertising, etc. If you move out and fail to pay rent or other applicable fees, costs or charges Clark properties will utilize the legal system to collect monetary damages and you will then be held responsible for any and all legal fees.

- 19) **DEPOSIT REFUNDS** – Property will be inspected shortly after the tenant vacates and a check will be mailed to a forwarding address. A refund will be made provided all rent is current, any other charges and fees owed are paid and there are no damages to the property. It is possible to get a partial refund if damages, charges or fees are owed.

- 20) **LEGAL FEES** – Tenant understands that by signing this and the lease they become responsible for any and all legal fees incurred by Clark Properties for the enforcement of any of the terms including but not limited to ejection costs, damages to property, monies owed, etc.

- 21) **CHANGES** – Clark Properties reserves the right to change and/or amend these rules and regulations any changes made will become part of the terms of tenancy and become effective in 10 days after notice of said change.

By signing below, I acknowledge that I have been given a copy of these rules and regulations. Further, I understand that these rules and regulations are part of my lease agreement with Clark Properties.

Date _____

Tenant _____

Tenant _____

Owner _____

Property Manager _____