



**MARSH PROPERTIES  
APARTMENT COMMUNITY RULES AND REGULATIONS  
SOUTHSIDE AND EASTSIDE PROPERTIES**

**RENTAL PAYMENTS**

**PAYMENT IS DUE ON THE FIRST DAY OF EACH MONTH. PAYMENT IS TO BE MADE BY CHECK OR MONEY ORDER TO MARSH PROPERTIES AT THE MARSH PROPERTIES LEASING CENTER AT 215 POINDEXTER DRIVE, CHARLOTTE, NC, 28209 from 8:30 a.m. to 5:00 p.m. Monday - Friday. An after-hours drop box is also located at the Poindexter office. CASH PAYMENTS ARE NOT ACCEPTED.**

**If you pay by check your rental payment must be made by ONE check.** This also applies to roommates. Please make your payment in the correct amount and include the address for which you are paying.

We encourage you to elect to pay your rent by bank draft. This is a convenient way to have your rent paid on time consistently with no check to write and nothing to mail. We will be glad to fax or mail you a copy of the authorization form.

A late charge of 5% of your monthly rental rate (limited to \$50) is assessed on all payments received in our office after the 5th day of the month. Failure to pay your rent by the 5th day of the month not only damages your credit rating but also constitutes a breach of the lease.

Personal checks will not be accepted after the 10th day of the month. Payments received in our office after the 10th day of the month must be made with a money order or certified funds. The payment must include the late charge.

If we receive your personal check after the 10th day of the month, the check will be returned to you and your rent will remain unpaid until we receive your payment in certified funds or money order.

Eviction papers will be filed through the courts on all unpaid accounts as of the 15th day of the month. Under the terms of your lease we are not obligated to give you any further notice before we file the eviction. It is important to understand that when an eviction is filed it stays on your record for 7 years. This can be extremely damaging to your ability to obtain credit.

There will be a charge of \$25.00 for any check returned by the bank unpaid. If your account has two checks returned unpaid within a 12 month period, only certified checks or money orders will be accepted for rent or any money owed.

**UTILITIES**

Resident is responsible for utilities as of the date of occupancy stated in the lease. Arrangements for utility services must be made prior to signing the lease. Deposits are usually required. Failure to obtain and maintain all utilities as required can result in termination of possession of the premises.

**CABLE T.V.**

Your apartment is wired for Cable TV. You must contact Time Warner Cable if you wish to subscribe to this service. Time Warner is also responsible for all repairs and service outages. Contact the Rental Office for a Time Warner person to call direct if you wish to add services such as Road Runner, digital cable and digital phone services.

Outside aerials and antennas are not allowed. Satellite dishes are not allowed without specific and prior approval of Marsh Properties. In no event are dishes allowed anywhere in front of buildings or in view of the street.

**GARBAGE**

All garbage must be put in plastic bags and tied before placing in trash containers/dumpsters. This helps prevent odor, pests, and scattered garbage. Do not place garbage outside of the dumpsters. Garbage service is provided by the city.

**If your apartment community has street pickup, you must put your roll-out container and your recycling container on the street the night before or the morning of the pick-up. The containers must be removed from the street by midnight on the day of pickup and stored BEHIND your apartment. You can be fined \$25 by the City for non-compliance. Please be aware that you can call 311 to request trash container repair or replacement.**

## **MAINTENANCE SERVICE**

**ROUTINE MAINTENANCE** service will be performed Monday – Friday 8:00 a.m. to 5:00 p.m.

Routine service requests can be called in to our Poindexter office at (704) 523-4245 during regular business hours or you can leave a recorded request after hours at the same telephone number. If you prefer to e-mail your service request send to **service@marshproperties.com**. If we do not respond to your service request within 24 hours please call our office to make sure we received your request.

**EMERGENCY MAINTENANCE SERVICE** is provided 24 hours a day. Calls must be made to the same Poindexter number (704) 523-4245. Emergency calls made after regular business hours will be handled through our answering service. If we do not return your call within 15 minutes call us back.

## **HEATING AND AIR CONDITIONING**

These systems will operate more efficiently if you will choose a comfortable temperature and leave it there. **Do not turn your heat below 55 degrees in the winter. Do not ever turn your heat off during the winter - especially if you go out of town. This can cause pipes to freeze and burst causing extensive damage to your apartment and in other apartments and you would be held responsible.**

**You must run your air conditioner during hot, humid weather and heat in the winter to prevent mold and mildew from accumulating in the premises.**

**Oil, gas, or kerosene heaters are strictly prohibited.**

**DO NOT EVER BRING BBQ GRILLS INDOORS FOR ANY REASON.**

## **KEYS AND LOCKOUTS**

Lost keys are duplicated at the Resident's expense. For lockouts contact the Resident Manager or Rental Office during regular office hours. After hours lockout service is not provided.

**NOTICE:** We cannot provide access to your apartment to anyone without your prior written permission. If you go out of town and have a relative or someone check on your apartment and they get locked out, we cannot let them in if you have not notified us in writing even if you have given them a key).

## **RESIDENT INFORMATION UPDATE**

You are responsible for supplying Marsh Properties with current phone numbers for home, work, cell, and emergency contacts and providing updates if they change.

## **RENTERS INSURANCE**

Renters Insurance is required under the terms of our lease. Our minimum required coverage is \$15,000 contents and \$300,000 property damage and liability. Residents are required to maintain renters insurance continuously and without interruption throughout the term of the lease and any extension or renewal term. Renters insurance is inexpensive and can save you thousands of dollars.

The contents coverage is for damage or loss of resident's personal property - furniture, jewelry, TVs, computers, clothing, etc. Many residents think their personal possessions are covered by the apartment community insurance but this is not true. Marsh is not responsible and will not pay for damages to your personal belongings as the result of fire, storms, power failure, appliance and mechanical failure, water damage, and theft to name a few.

Property damage and liability covers the resident's liability for damage to apartment property owned by Marsh and other residents' property. The cost of repairs due to the fault of the resident or resident's guests will be charged to the resident. This includes minor and catastrophic damages from fire/smoke, explosion and water.

## **PETS**

**PETS ARE ALLOWED ON THE FOLLOWING PROPERTIES ONLY: ELMHURST, SALEM VILLAGE AND PARK PLACE. A WRITTEN PET AGREEMENT, PET FEES, AND OTHER DOCUMENTATION IS REQUIRED PRIOR TO BRINGING A PET ON THESE PROPERTIES. HAVING AN UNAUTHORIZED PET CAN RESULT IN TERMINATION OF POSSESSION OF THE PREMISES.**

**PETS ARE NOT ALLOWED AT SEDGEFIELD, BRIAR CREEK OR BISCAYNE APARTMENTS - YOURS NOR**

**YOUR GUESTS.** You may not keep a pet for someone else even though it may be temporary. Caged pets of any kind are not allowed. Reptiles are not allowed. Do not feed stray animals. It is a violation of the pet rule and grounds for immediate eviction. Notify the office if you see any animal on the premises.

### **PARKING AND VEHICLES**

Use designated parking areas that are provided in your apartment community. There are no individually assigned spaces. Limit the number of guest vehicles. Guests must park in extra spaces and not in spaces normally used by residents. Rules of common sense and common courtesy must be followed. Large or unsightly commercial vehicles are not allowed on the premises. Boats, trailers, campers, unlicensed, un-inspected, or unsightly vehicles are not allowed on the premises.

**REPAIRING OR REBUILDING VEHICLES IS NOT PERMITTED ON THE PREMISES. DO NOT PARK ON THE GRASS OR ON SIDEWALKS.**

Your apartment and the parking lots and grounds will not be used as a place for people on foot or in cars to congregate and hang out. Any such activity constitutes a nuisance to the apartment community and all persons involved will be asked to leave the premises. If these persons return they will be arrested for trespassing. Any resident who has excessive traffic in and out of the premises will be evicted from the premises. An eviction through the courts will be issued to any resident who encourages, invites, or participates in any activity anywhere on the premises that disturbs other residents or that threatens the overall safety and welfare of the apartment community.

### **MOTORCYCLES**

The use of motorcycles is discouraged. Motorcycles are permitted only when operated by a licensed driver and then only when used as transportation in and out of the apartment community. Motorcycles must be equipped with proper mufflers to minimize noise and must be driven slowly and as quietly as possible in and out of the property. A proper kick stand plate must be used to protect asphalt pavement from damage.

### **GROUNDS AND EXTERIOR PREMISES**

The exterior of your apartment including the grounds surrounding your apartment must be kept neat and free of clutter. Grounds maintenance such as grass cutting and shrubbery trimming is provided by Marsh. Do not plant anything in the lawn area or put anything in the lawn area that will be in the way of lawnmowers.

Porches, patios and balconies are not to be used as storage areas. Only outdoor furniture and potted plants may be used in these areas. Do not drape rags, floor mats, or towels, etc over the shrubbery or patio railing. BBQ grills are not to be used or stored on porches, patios or balconies. BBQ grills are to be used and stored only in the rear of the building. When not in use toys, etc. must be stored at the rear of the buildings and out of view from the street and out of way of lawnmowers.

Statues, animals, windmills, etc. are not allowed in the lawn or shrubbery. Personal garden accessories are to be kept on the privacy of your rear patio or porch. The American flag may be displayed at any time. Marsh reserves the right to require a resident to remove any item from the outside premises if Marsh Properties deems it inappropriate.

Activities such as sunbathing and grilling are to be done in the back yard or pool areas if provided.

Charlotte Fire Prevention Code and City Ordinance No. 2750 prohibit the use of outdoor grills with an open flame on balconies or porches or anywhere within 10 feet of a multi-family dwelling. Violators of this ordinance are subject to punishment by imprisonment not to exceed 30 days or fines not more than \$500.

Yard sales are not allowed.

Motorized toys such as bikes and go-carts are not allowed.

The firing of B-B guns, pellet guns, and regular firearms is prohibited by law.

### **ALARMS**

Monitored security systems must be registered with the Charlotte Mecklenburg Police. The resident will be responsible for any charges incurred. Residents must inform Marsh of the alarm system and turn it off when maintenance service is requested and scheduled.

### **SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

It is the responsibility of the resident to periodically inspect and test smoke and carbon monoxide detectors and replace batteries as needed. Residents must do nothing to disable the detectors. They are provided for your safety as well as other residents in your building.

## **SOLICITATION**

Door-to-door solicitation is not allowed at the apartment community either in person or by distribution of printed material. Please notify us if you see solicitors in your community.

## **CARPETS**

Use cleaning products recommended for synthetic fabrics. Do not clean carpets with soap or oil based cleaning products. CAUTION: Bleached spots and stains that cannot be removed from carpet and the presence of pet urine in the carpet are not considered normal wear and tear. Residents will be charged for our attempts to remove such stains and/or charged to patch such carpet, and/or charged to replace carpet if deemed necessary by Marsh.

## **RANGES**

CAUTION - DO NOT USE ANY TYPE OF OVEN CLEANER ON THE RANGE OR IN THE OVEN IF YOU HAVE A SELF-CLEANING OVEN.

## **CANDLE SOOT DAMAGE**

A burning candle produces tiny particles of soot that can be picked up by the heating/AC system and circulated throughout your apartment. Scented candles produce the most soot. This soot can accumulate on walls, furniture, carpet, drapes and all surfaces resulting in significant damage. Resident is responsible for all damages to the apartment and your personal property as well. It is doubtful that insurance would cover this damage.

## **WINDOW TREATMENTS**

Drapes, curtains or blinds must be white, off-white or lined with white material. Blankets, sheets, etc., are not allowed on windows. If mini blinds are provided they are not to be removed during occupancy.

## **PAINT, WALLPAPER, ETC.**

Do not paint walls, cabinets, etc. or attach decals of any description. Do not hang wallpaper. Do not use molly bolts in ceilings or walls.

DO NOT GLUE SHELF PAPER IN THE CABINETS AND DRAWERS. Use only non-stick paper. The adhesive-backed papers leave a glue residue. If you use adhesive-backed paper you will be charged for time and labor for clean up and removal.

## **INVITED OR UNINVITED PERSONS**

Marsh Properties reserves the right to require any person, invited or uninvited, to leave the apartment property, temporarily or permanently, if in the sole opinion of Marsh Properties such person violates the rules and regulations or such person's presence causes a disturbance or in any way threatens the reputation, comfort, safety or welfare of Marsh Properties, or any person or the apartment property or any other Marsh Property.

**FAILURE TO COMPLY WITH THE RULES AND REGULATIONS CONSTITUTES A BREACH OF THE LEASE.**

**THESE RULES AND REGULATIONS APPLY TO RESIDENTS AND GUESTS.**

**THESE RULES AND REGULATIONS MAY BE CHANGED OR AMMENDED AT ANY TIME.**

It is our goal to provide you with a good place to live. We will do our best to give you good service and to maintain your apartment community in a neat and orderly fashion. We seek your cooperation in the endeavor. Be considerate of others. Do not engage in any activity that infringes on the rights or others. Watch out for your neighbors.

**GOOD NEIGHBORS MAKE GOOD NEIGHBORHOODS!!!**

Marsh Properties  
March 27, 2007

