



1716 Evelyn Gandy Parkway  
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601-325-9046

## GENERAL RULES AND REGULATIONS

**Vesica PCJ Realty, LLC**

The following General Rules and Regulations constitute a Lease Addendum which state Lessor/Management policies and Lessee's obligations. Also listed are services which Lessor/Management will provide to Lessee. Please read these Rules and Regulations carefully, as they are a part of your Apartment Lease Contract and are legally binding.

**1. PHONE CONVERSATIONS.** All phone conversations and messages made to the office are recorded.

**2. UTILITIES. Lessee/Resident** should immediately visit utility companies and verify that the utility service has been transferred into the Lessee's name or Lessee's responsible party.

a. After 6 months of a dormant gas account, the city will require a plumber's gas test before the gas utility can be restored. If this scenario is caused by Lessee's failure to turn on the gas as soon as the lease was signed, the Lessee will be held responsible for the plumber's test, the city permit and any fees related to restoring the gas.

b. During times of extreme cold (below 35 degrees), you should not lower your heat below 60 degrees and you should leave your water dripping so that your water does not freeze in the pipes. If you fail to take precautionary steps, you will experience a loss of water that Management will be unable to restore. You could also be found liable for busted pipes and/or flooding related to your negligence. Please heed all letters and warnings sent by management.

**3. UTILITY CONNECTIONS.** Utilities (phone, cable, etc) may be placed at previously wired locations provided by the utility company. Additional drilling, cutting, or boring for wires is not permitted without written permission from Management.

**4. AFTER HOURS EMERGENCY CALLS.** If you ever experience a life-threatening emergency, please dial 911. Management has given all nearby emergency agencies gate codes and pertinent phone numbers for management, but we encourage you to also give the 911 dispatcher any gate codes needed to access the property.

Our staff is equipped to deal with maintenance issues 24 hours a day. Please call our office phone number at (601) 948-3460. An automated answering service will pick up. Listen carefully for the correct directory and then leave a message. Please understand that we may not be able to handle all of these maintenance issues in-house and that, at times, we will be at the mercy of a hired vendor. The following items will be treated as a maintenance emergency:

a. Loss of electrical power: If all power is out, we encourage you to call Entergy first. If power is out at multiple units or out at your unit due to non-payment, you will be charged for the maintenance tech's time.

b. Loss of water supply;

c. Loss of hot water;

d. Natural gas smell;

- e. Major water leak including, but not limited to, a busted water heater or a large amount of water leaking from an upstairs unit or from your own plumbing pipe;
- f. Significant damages caused by fire, flood, or high winds;
- g. Broken door or window locks; inability to gain access or to lock doors. (A lock-out fee is **\$50.00** and the fee is due to the maintenance tech at the time of the incident. Should the maintenance tech be unable or unwilling to assist you, you should call a lock company to assist you);
- h. Unable to heat rental unit when outside temperature is below 60 degrees or unable to cool rental unit when outside temperature is over 90 degrees.
- i. Sewage stop-ups. If you have more than one bathroom, the call will be deferred until the next business day.
- j. Non-functioning refrigerators.

**5. LOCK OUTS.** If a resident finds it necessary to have authorized personnel unlock apartments after hours they will be charged a fee of **\$50.00**, payable at time of entry. If this service is not available on the property, it will be necessary to call a locksmith and the Resident is responsible for locksmith fees.

**6. LOCKS.** A request to change your locks will result in a service charge of **\$50.00**. There is a **\$10.00** charge for each lost key. You are prohibited from adding, changing, or in any way altering locks installed on the door of your apartment. ~~Lessee is required to provide Management with a key to your unit in the event of an emergency.~~

**7. PACKAGE RELEASE.** Lessee should have all parcels or letters sent to Lessee's physical address. We will not sign for parcels addressed to Lessee but with our office physical address. Lessee agrees to let Lessor sign and accept parcels or letters sent to Tenant(s). Lessee agrees that the Lessor does not accept responsibility or liability for any lost, damaged, or unordered deliveries. Lessor may refuse to sign and accept any parcel or shipped boxes, especially if they are too heavy to move or too large to store.

**8. PAYMENT POLICY.** Rent is due on the First day of the month. You may pay rent with a personal check or a money order. No cash will be accepted.

- a. If rent is not paid 5:00 pm on the Fifth (5th) day of the month, a late fee of \$50.00 will be charged. There are no exceptions.
- b. If lessee's check is not honored for any reason, Lessee will be responsible for a Bad Check Fee of \$40.00 and if it is after the fifth (5th) day of the month the late fee will be added. After Lessee's check has been dishonored, future payments of rent must be paid with a money order or cashier's check. Management has discretion to determine if all future balances shall be paid with only a money order or cashier's check.
- c. The eviction process is started on the tenth (10th) of the month. Lessee is responsible for paying all fees associated with the eviction process, including attorney fees. If your balance is not paid by the court date, the judge will grant Lessor a judgment for the amount requested. Lessor will then file a Warrant of Removal (\$50). Once a Warrant of Removal has been issued and served, Lessee will have 3 days to remove Lessee's belongings from the property or a constable will remove the items left in the unit, and they will no longer belong to Lessee.
- d. Any unpaid balances will be turned over to a collection agency and/or an action for garnishment of Lessee's wages will be filed immediately.

**9. PEST EXTERMINATION.** Lessor contracts with a professional pest exterminator to spray the grounds, the community areas, and around the foundation of the buildings. If you need this service within your unit, you may submit a work order. If the condition of your unit has contributed to the infestation of your unit or the units around you, you will be charged for the exterminator's extra services.

If a rodent or small animal dies inside the walls of your unit, a bad smell will occupy your unit for 5-10 days. Management will not be able to do much about this situation, and while the smell is very terrible, the decay process is efficient and the smell will cease within days. We will be willing to set up

an ozone machine to alleviate the smell, but you must not be inside the unit when we run this machine.

**10. BED BUG ERADICATION PROCEDURE.** Bed bugs have recently been a national concern and created problems. Management provides the following policy for dealing with an infestation. If your apartment becomes infested with bed bugs, please let management know the first business day following the discovery of bed bugs. Lessee should implement the following actions immediately in order to rid your apartment of the infestation:

- a. Move all furniture 1.5 feet from the walls in all rooms.
- b. Remove from unit all personal/sensitive items (e.g. clothes, toys, plants, etc.), leaving furniture.
- c. Place all clothing, linens and other personal effects, which are to be treated separately, into plastic bags. Such items should be cleaned/washed, dried or heat treated at 130 Degrees Fahrenheit for 1 hour or fumigated before returning to the treated unit.
- d. Remove from mattresses all bed coverings, blankets, comforters, sheets, etc, and clean/wash according to above instructions for treating clothing and personal effects.
- e. Remove from furniture all blankets, linens, pillows, etc. and clean/wash according to above instructions for treating clothing, etc. and bedding.
- f. Place infested mattresses and box springs in bed encasement prior to treatment. You can buy a zipped mattress encasement at [www.bedbugsupply.com](http://www.bedbugsupply.com).
- g. Wrap infested items you wish to discard (mattresses, box springs, blankets, etc) in plastic before removing them from the unit so as to prevent the spread of bed bugs to other units and areas of the community. Once removed from the building, destroy infested items and have them hauled away from the property immediately.
- h. Unplug all electronics.
  - i. Steam clean all surfaces (e.g. floors, carpets, upholstered furniture, etc.). You can rent a steamer or hire a professional carpet steam cleaning company. If you vacuum your apartment, dispose of the vacuum bag immediately. Bed bugs can live in the vacuum for 7-8 months.
  - j. Vacate the unit prior to the arrival of the pest management professional; plan to return no sooner than four hours following treatment.

In addition, Lessor requires Lessee to hire a professional pest control company to treat the unit within 48 hours of the initial discovery of an infestation. Management can recommend a company it successfully used and can also help with scheduling your first treatment. Lessee will be responsible for the invoice for all treatments to Lessee's unit.

Please understand that a bed bug infestation is a serious problem and can result in neighboring apartments becoming infested. If Lessee fails to follow this written procedure, Lessee can be held liable for Lessee's infestation spreading to other apartments, and Lessor will take action to collect from Lessee the charges incurred by Lessor for the bed bug eradication.

**11. PERSONAL PROPERTY.** Lessor/Management is never, under any circumstance, responsible for your personal belongings. For instance, if Lessee's refrigerator malfunctions, Lessor/Management will repair the refrigerator but cannot and will not be held liable for any spoiled food. If a roof leaks, Lessor/Management will repair the roof and ceiling, but cannot and will not be held liable for damaged personal property. Lessees are STRONGLY encouraged to purchase a Tenant/Renter's Insurance Policy.

**12. MAINTENANCE REQUESTS.**

- a. Submit online or in writing. If you submit in writing, note the date, your address and sign the request.
- b. Periodic Inspections: We conduct quarterly inspections in which we enter your unit to inspect the a/c filter, check the smoke detector, inspect the fire extinguisher, and check for water leaks. Although it is our current policy to inform you before these quarterly inspections, please be aware that they can occur whenever management deems it appropriate. If our visit is unannounced, two staff members are required to go together.

c. Beginning the second week following the signing of your lease contract, Lessee is expected to complete the following maintenance issues at your own expense:

d. A stopped up toilet that requires a plunger or auger;

e. Replace light bulbs, including the bulb outside your front and/or back door;

f. Replace the battery in your gate clicker;

g. Tighten with a screw driver loose cabinet hinges or knobs;

h. Replace the heat and a/c filter every month;

i. Minor pest or bug issues; and

j. The sewer lines are old and sensitive. You can be held liable for the expense of the improper use of the sewer system. Do not pour oil or grease down the sink. You should use the garbage disposal for only small amounts of food. ~~Never flush tampons, wet wipes, diapers or any item other than human waste and toilet paper.~~ If you improperly dispose of items and this causes a plumbing problem, you may be held financially responsible for the plumber's labor and materials. Please see our

Maintenance Charges for standard rates and fees.

Lessee is responsible for Lessee AND Lessee's guests' damages to the unit and to the property. If you or your guest, invitee's and licensees (including moving companies) damage gates, signs, buildings, stairs, railings, door jams, walls, etc, you will be held liable for the repairs. The total repair cost, whether completed in-house or by an outside vendor, will be increased by a 10% administrative fee, which covers management's time and efforts to oversee the restoration of the property or unit to its previous condition.

**13. VEHICLE REGISTRATION.** All vehicles that park on the private property of the Lessee's address must be registered and have a decal or a guest permit. A vehicle that isn't registered could be towed without warning and the vehicle owner will be responsible for the towing and storage fees. All guests with unregistered vehicles should park on the city street.

#### **GATED ACCESS.**

**14.** Your property has gated access. It is important that you understand how to work the gate system. Please advise children not to climb or play on or around the gates. You will be given a code to operate the gate and you should not give this code to non-residents. You may purchase a gate opener at the office for \$40.00 that will open all entrance gates.

Redbud Village will not be held liable for any damages caused to vehicles or persons trying to enter or exit the gate. If you or your guests cause damage to any part of the gate, you can and will be held liable for charges to repair it. At times, the gates will malfunction. We use a vendor to repair them, and we are at the contractor's mercy with regards to when the gate can be repaired and whether a part has to be ordered to repair the gate. Sometimes, when the gate does not function properly, we must leave the gates in an open position so that residents can access the parking lot. If your code does not work, or if the gate is not operating properly, please contact the office.

**15. COURTESY OFFICER.** If you want to complain about a neighbor's noise level or if you see someone or something suspicious on the property, please contact our courtesy officer at Management's office phone number and leave a message for our Courtesy Officer who will be immediately notified. If a Courtesy Officer does not respond in a timely manner, you should contact the Police Department.

**16. OCCUPANCY.** Occupancy of your apartment is limited only to those specified at the time the lease and application are signed and named in the Lease. Lessee shall be responsible for reporting any anticipated change in occupancy for the approval of Management

**17. GUESTS.** Lessee is responsible for the conduct of their guests. Lessee should notify Management when Lessee has family or friends visiting for more than seven consecutive days. For security reasons, Management needs to know who is in, and about, our apartment community. If Lessee has a family member or a guest arriving at a time when Lessee cannot be at home and wish Management to let them into Lessee's apartment, Lessee must contact Management and advise us in writing. Otherwise, we will have to courteously refuse them access to Lessee's apartment.

**18. PLAY AREA.** Children must not be permitted to run and play in the foyers, on stairs, or on the balconies. Children's bicycles, tricycles, etc. must not be left unattended on the sidewalks throughout

the property. These toys present a hazard to the Residents in our apartment community. Lessees are responsible for the actions of their children, guests and guests' children. Children shall play in designated areas only, if available. Lessor/Management does not provide supervision, and is not responsible for any damages or injuries sustained while those parties are using these facilities.

**19. ENTRANCE, HALLWAYS, WALKS, AND LAWNS.** Entrance, hallways, walks, lawns, and other public areas shall not be obstructed or used for any purpose other than entering or exiting. Chairs, furniture and/or potted plants are not allowed on hallways, walkways or lawns. These may present a hazard during a time requiring an emergency exit.

**20. SPEED LIMIT.** The maximum speed limit throughout the community is **5 MPH**. Please drive carefully.

**21. PARKING FACILITIES.** Management reserves the right but shall have no obligation to control the method, manner and time of parking in the parking spaces and to control and limit the entry upon the premises by agents, messengers, delivery men, solicitors, salesmen, or any person not a Resident or his family, who seek to enter upon the premises, to the end that there be a minimum of traffic and confusion in and around the premises. Please note the following:

- a. Covered parking is reserved;
- b. Carefully park between two stripes;
- c. Do not empty ashtrays on parking area;
- d. Do not discard cigarette butts, drink containers, fast food bags, etc onto the parking lot;
- e. Never park in the middle of the parking area and never block the flow of traffic or block parked cars;
- f. Always observe any restrictive parking signs;
- g. Parking Lots are not to be used for abandoned or inoperable vehicles. They will be TOWED AWAY at the Owner's Expense. Automobiles should not be parked on the grass.

**22. BLINDS, WINDOW COVERINGS.** Management does not provide blinds in single-family houses. In apartment units, bed linens, towels, tin foil, flags, reflectors films, etc, are not acceptable window coverings. You are required to keep your blinds in good condition. Torn or damaged blinds will be replaced regardless of your consent and your account will be charged for the materials and labor.

**23. GRILLS.** Grills pose a serious fire hazard and are not permitted. Any fire that results from a prohibited grill will be Lessee's personal responsibility and Lessee will be responsible for the damages and costs of any and all displaced families. Additionally, if Lessee is caught using a grill on the property, Lessee will be fined \$100 for this infraction. Any grill left on walkways or balconies will be seized by management and discarded. A seized grill will NOT be returned.

**24. WATERBEDS:** Waterbeds are subject to Management's prior written approval. Lessee must secure an insurance policy on the waterbed, and Lessee will be responsible for all damages caused by the waterbed.

**25. ANTENNAS:** Radio, television, and C.B. aerials shall not be placed or erected on the roof or exterior of building.

**26. PATIOS:** All patio or balconies must be kept clean and clear of stored items. NEVER hang clothes, garments, rugs or rags over walkway or patio railing. Patios or balconies should not be used for anything except patio furniture, flower boxes and plants. For safety, please do not place plants on balcony railings.

**27. ALTERATIONS:** No apartment alterations such as painting will be allowed without Management's prior written approval.

**28. DAMAGES:**

- a. Lessee will be responsible for all damages to Lessee's apartment beyond normal wear and tear. Lessee must promptly reimburse Lessor for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or intentional conduct by Lessee or Lessee's invitees, guests or occupants. Special caution should be exercised when using an iron, when smoking cigarettes, or when watering potted plants. Lessee will be held responsible for damages to Lessee's unit and the unit below Lessee, if

caused by an overflow from drains or plumbing due to neglect of person(s) using the apartment or washing machines and/or dishwashers left un-attended that end up causing damage.

b. If any employee of Lessor/Management renders any other services such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises, package delivery or any other service for or at the request of Lessee, Lessee’s family, employees or guests, then for the purpose of such service, such employee shall be deemed the agent of Lessee regardless of whether or not payment is arranged for such service, and Lessee agrees to relieve Lessor/Management and hold Lessor/Management harmless from any and all liability in connection with such services.

c. Rules and regulations specific to this apartment complex are attached hereto and made a part hereof by this reference.

**29. INCIDENT/ACCIDENT REPORTING:** Lessee agrees to report any and all accidents or incidents, which occur on the Property/Apartment Complex to management within 2 business days after the incident occurred on a form available on Management’s website under Resident Info/Forms. This is the only way that management can investigate the event or alleged cause(s) of the incident.

**30. REQUEST FOR UNIT TRANSFER.** The Lessor has sole discretion in approving or denying any requests for unit transfer. If Lessor elects to transfer Lessee to another unit, Lessee agrees to cooperate with owner by providing information, completing documentation, and/or transferring personal items and utilities.

LESSEE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

LESSOR: BY: Vesica PCJ Realty, LLC,

Management Agent

By: \_\_\_\_\_

Date: \_\_\_\_\_

