

## REAL ESTATE NEWS

# Ask pointed questions during apartment search

It pays to follow the asterisks, read the small print and ask questions when it comes to shopping ads for apartment rentals.

What you think you see isn't necessarily what you get.

Just ask Ronald Ulmer, a Farmington Hills executive, who soon will end an unhappy relationship with an apartment complex in Washington County.

After signing on the dotted line, Ulmer discovered that a "special" offering two months of free rent ac-

tually was a 13-month lease with a monthly payment higher by more than \$100 what a colleague was quoted three months later.

Additionally, Ulmer's suspicions about the maintenance of the place, vacuuming hallways and washing exterior windows, turned out to be well-placed.

Ulmer readily admits that his consumer sophistication was blinded by a lack of the premises. But he's learned some valuable lessons:

"The first thing I would do most definitely is get everything in writing. If you put it in writing, then I have to case for breach of contract. If it's not written down, they don't have to do it."

"I would probably knock on a couple of doors and ask [tenants] if they've had a good experience," Ulmer said. "I would ask the apartment complex for a reference of clients. If they could, I would definitely take my business somewhere else."

"I've come to conclude . . . that nothing in this world is free," he said. "If it says 'free,' I'd take extra time to investigate to make sure there is no extra cost, hidden cost."

Rental specials can change at a moment's notice, said Lucille Calvert, as-listen manager of Waynewood Apartments in Westland. "It's like a blue light special at K mart. The special price may not be there tomorrow."

Specials are a function of supply

and demand. Now, supply exceeds demand.

"People don't give things away unless they have to," said the manager of Hidden Oaks Apartments in Southfield who declined to give her name. "At one time, we offered two months free. Now it's tightened up so it's half off something else."

"In every apartment complex, they're offering a special now," Calvert said.

Specials generally are offered only to new tenants for a limited

time on selected units.

Lori Wyatt, a consultant with a locator service, Apartments Unlimited in Troy, suggested that consumers start to focus their search with a series of pointed questions via the telephone.

"Just out the arena of most interest, call and ask what's the likelihood of getting that unit now. Calling in advance will save a lot of time," she said. "You have to be extremely careful as to conditions and rules."

**The first meeting I attended as a new board member left me disturbed. The general attitude of the members was flippancy on issues discussed. In fact, the matters that I questioned were not recorded in the minutes. We are in the process of transferring management companies and I strongly believe that an audit should be made, but the board voted against my proposal because it thought the cost would**

In my book, "Condominium Op-

be prohibitive. We do not have the funds in our capital reserve, and we are not interested in having any condominium members conduct the audit. I am concerned about how our finances are being handled. Am I right in requesting an audit?

The association is required under the condominium statute and the condominium bylaws to conduct a yearly audit, although it need not be certified. A copy of the financial statement must be provided to the members of the association. In addition, it is generally recommended that various audits be conducted by associations periodically, particularly those that have recently taken over control of the association.

In my book, "Condominium Op-

eration: Getting Started and Staying on the Right Track," I argue that the audit committee is necessary to ensure the legal, operational, physical and financial audit of the covenants contained in the deeds that require all alterations to be approved by a majority of the other owners of the lots and give us the right to use the channels as a means of ingress and egress and prohibit the obstruction of the channel. A proponent of the changes claims that a television aerial and a rain gutter that is attached to other other bungalows and extend, to some extent over the channel, constitute a waiver and abandonment of my right to enforce the restrictions. Do I have any basis to pursue this potential violator?

Yes. In a similar case in the court of appeals upheld the removal of another owner requiring the removal of the addition that impeded upon the free access of the channel and otherwise violated the restrictions. The court found the restriction was enforceable because it was not obstruct the channel, were minor, and did not constitute an abandonment or waiver of the restrictions prohibiting obstruction of the channel in that instance.

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