



## Regulations

### **The basis for a successful community and an enjoyable lifestyle.**

Apartment living is different from living in a “typical neighborhood”. In our apartment community, you share common areas and facilities with other residents. Because of this sharing, community regulations are not only worthwhile – they are necessary for your comfort and enjoyment.

Please read through this carefully because it is an integral part of your lease. When you sign your lease, you agree to abide by the regulations of the community. These are considered legally binding provisions of your lease agreement.

We have tried to remove as much “legalese” as possible from the regulations in an effort to make them easy to read and understand. The effective date of these regulations is November 14, 2007.

## Money

### **1. Your Security Deposit**

Your security deposit is held by us until your lease agreement ends and you move out. This deposit may not be applied to any rental payments while you reside in the community. After you move, we will mail your deposit to the address you provide within 60 days, or once your final Ista bill has been paid.

Over the years we have returned the vast majority of deposits to our residents. We may deduct, however, from your deposit the following charges:

1. The cost to paint, clean carpets and blinds or repair the apartment. The cost to repair or replace any fixture or appliance if it was damaged beyond reasonable wear and tear.
2. The cost to clean your apartment if you have not left it acceptably clean in accordance with our move-out cleaning instructions.
3. Attorney’s fees or court costs caused by a breach by you of this lease, or any of its provisions (please remember that the

community regulations are part of your formal lease agreement), regardless of whether a lawsuit is filed.

4. **Your deposit will be forfeited if you, for whatever reason, fail to complete the full term of your lease, fail to give Eagle Ridge Apartments a 30 day prior written notice before the lease expiration date and vacating your apartment or fail to return your keys. If these costs exceed the amount of the deposit, any remaining balance will be turned over to a collection agency and may incur collection fees if not paid in full within 30 days.**

## **2. Damage**

We will maintain your apartment in a condition of good repair and will fix anything that breaks through normal wear and tear. Please notify the community management office immediately for needed repairs. We expect that you will be careful in using your apartment and its facilities. If we have to make repairs because of misuse or neglect on your part, we will bill you for the repair costs to your apartment.

In the event of utility or equipment malfunction or damage by water or fire, you must notify the office immediately. Your maintenance requests will be responded to with reasonable diligence. During such periods, rental payment will not be excused or deferred unless the damage is a direct result of management neglect.

## **3. Delinquent Rent Payments**

**YOUR RENT IS DUE ON OR BEFORE THE FIRST DAY OF EACH MONTH** and is delinquent thereafter and subject to a service fee. If we have not received your payment by the 3rd day of the month, a service fee of \$50 plus \$10.00 a day thereafter, will be added to your account to defray added bookkeeping expenses. Also, after the 3rd we will accept only certified checks, cashier's checks or money orders (no personal checks or cash). Any attorney fees, legal or collection costs incurred in order to collect your rental payment or other unpaid charges will be charged to you. Non Sufficient Funds (NSF) checks will carry a handling fee of \$50.00 plus late fees. *Checks are not accepted after one NSF check.*

# Apartment Possession

## **1. Use**

Your apartment is to be used solely as a private dwelling. No portion of the apartment community, including your apartment, is to be used as part of a home-run business, including day cares. The number of occupants is not to exceed the

number shown on your application. Occupancy is considered as residing in the apartment three (3) days or more in any one week period. You may not sublet the apartment or assign your lease. All guests must be listed or registered with the Management Office.

## **2. Community Living**

Your community has been designed for your enjoyment. To ensure your safety, peace, and quiet, we request that there be no bicycling, skateboards, hot wheels or other riding toys on the sidewalks or streets.

Dependents or guests under the age of 14 are not permitted in the Clubhouse facilities without adult resident supervision.

Attached are Fitness Center Rules and Regulations.

## **3. Pets**

Cats are allowed at Eagle Ridge, only with management approval prior to the cat arriving. No more than 2 cats can be in the apartment. Cats MUST be spayed or neutered and proper documentation will be required from the veterinarian. The cat also needs to be de-clawed. Resident agrees to pay \$500 pet deposit prior to taking occupancy or obtaining a pet, \$300 of the deposit is a non-refundable "pet fee". This deposit is for each cat. There will be monthly pet rent of \$30 for 1 cat and \$40 for 2 cats. We reserve the right to revoke pet privileges at any time. NO dogs will be allowed not even visiting ones.

# **Moving In**

## **1. Acceptance**

When you sign your lease and turn in your move-in inspection sheet, you demonstrate your acceptance of the apartment as habitable. If you fail to turn in your move-in inspection sheet, you will be liable for any or all pre-existing defects in your apartment at the time you move out. Please check your new apartment carefully and report defects or damages to us upon move-in. We will promptly make any necessary repairs.

## **2. Utilities**

The individual gas, electric, telephone, cable, water and sewer for your apartment will be billed to you separately by the respective utility companies. It is your responsibility to sign up before move-in and to pay these bills directly to the utility companies. Water and sewer will be billed through Ista, and Eagle Ridge

Apartments will set up your account with them. You must submit verification of sign up at move-in.

### **3. Insurance**

We cannot be responsible for damage to or loss of your personal property kept or stored within your apartment or the community premises. We strongly encourage you to protect your personal property by securing renter's insurance. Proof of insurance is required if you have a propane grill, satellite dish or waterbed. You should arrange for your policy to take affect the same day you plan to move in.

## **Your Apartment and the Community**

### **1. Alterations**

As part of your lease agreement, you agree not to remodel, paint, attach or remove fixtures in the apartment, or make any structural changes without our prior written permission.

### **2. Locks and Keys**

No additional locks should be placed on your door, nor any locks changed, without our prior written permission. The keys to your apartment must be returned to us when you move out. Your security deposit will be forfeited if keys are not returned to management at move-out.

### **3. Access**

In order to provide you with both routine and emergency maintenance services, we maintain a passkey to your apartment. We reserve the right to enter your apartment in the event of an emergency. Service requests placed by you will be answered as quickly as reasonably possible. We will give you prior notice before entering your apartment for routine maintenance.

### **4. Windows, Patios and Balconies**

Patios and balconies are to be kept neat and orderly. Boxes and other belongings are not to be stored on patios or balconies. Only outdoor furniture and propane gas grills are allowed on the patios. Nothing may be displayed in windows. We reserve the right to require items which detract from the appearance of your community to be removed. Charcoal grills are not allowed

on patios or balconies. Gas/propane grills may be used only if you have renter's insurance. Proof of insurance coverage will be required for resident's file. Nothing may be hung from the ceiling or attached to the ceiling, rails and siding of the patios and balconies. The mechanical closet on your patios and balconies is **not** for storage. Nothing should be kept in the closet with your hot water heater.

## **5. Fire Hazards**

Flammable liquids, such as gasoline, kerosene, naphtha or explosives, may not be stored in your apartment or mechanical closet. For the safety of all residents, the use of fireworks is strictly prohibited in all areas of your apartment community.

## **6. Parking**

Each driving adult will be allowed 1 vehicle. Any additional vehicles, and guests will be required to park by the clubhouse. Repairing vehicles and washing vehicles on the property is not allowed.

No boats, trailer, campers, horse trailers or any non motor vehicles will be allowed on the property.

Vehicles which are non-functioning, in obvious disrepair, or have expired registration are not to be kept in the community.

A motor vehicle parked in an unauthorized manner, or stall, or parked in "no parking" zones, will be towed without notice and at the owner's expense. You assume this risk, waive any claim against us and release us from any liability for towing. You also agree to hold us harmless, and indemnify us, from any and all liability, including our negligence, loss, damage, claim, suit or action arising out of or caused by the towing of a motor vehicle.

## **7. Recreational Facilities**

Your apartment community offers many recreational facilities for your use and enjoyment. We provide reasonable safety precautions for all recreational facilities, and we installed them in accordance with local building codes. However, everyone using the recreational facilities does so at his or her own risk, releasing us from any and all liability, waiving any claim against us and agreeing to hold us harmless, and indemnify us, against any and all liability, including our negligence, loss, damage, claim, suit or action arising out of or caused by your use of the recreational facilities. All guests must be accompanied by an adult resident.

## **8. Disturbing Noises and Traffic**

Your apartment is sound-conditioned. However, loud noises will carry from apartment to apartment. Please do not play musical instruments, radios, stereos or televisions loudly. When you entertain, please keep your doors and windows closed so as not to disturb your neighbors. Traffic to and from your apartment should be reasonable. This is especially true between 9:00pm and 9:00am.

## 9. Removal for Unreasonable Conduct

It is certainly not our wish to restrict your enjoyment of your apartment or our recreational facilities, however, we must consider the rights and privileges of everyone. Your behavior, or that of your guests, should not bother, annoy, disturb or interfere with other residents or guests. If we find your conduct, or the conduct of your guests, unreasonable we will ask that it be stopped.

If, after notification, the unreasonable conduct continues, we will have the right to terminate your lease agreement by giving you personally, or by leaving at your apartment, a 3-day written notice to vacate.

## Ending Your Lease

### 1. Leases

Management will notify you prior to 30 days from your lease expiration, with your renewal options. If you have not renewed your lease, or given your 30-day written notice to vacate, your lease will become month to month at a higher premium. If you choose not to renew your lease, you must let us know in writing, at least 30 days in advance of your lease expiration date. Please refer to page two (2) of this document, **Money, Your Security Deposit** for additional information.

### 2. Your Removal from the Community

If you fail to pay your rent by the 3rd of the month, Eagle Ridge Apartments may demand full payment of the delinquent rent within three (3) days or request you vacate the apartment. If you fail to comply with this notice, legal action may be instituted by us to have you evicted from the apartment. If you fail to remove your personal property after the expiration of the lease, notice to vacate the apartment or notice of failure to pay rent, your personal property may be removed by us from your apartment so the apartment may be re-rented to someone else. All costs incurred by us for removal of and storing your personal property shall be borne by you.

If you breach any part of this lease, other than for the non-payment of rent, Eagle Ridge Apartments may terminate this lease or evict you from the apartment. You

will then have three (3) days to cure the default or vacate the apartment. If you fail to comply, you will be in unlawful detainer under the laws of Colorado.

### **3. Changing Apartments**

Should you desire to change apartments within the community, you may do so at the end of your current lease. We still require proper 30 day written notice on the current apartment. You will also be required to pay a new deposit for the apartment you will transfer to. Your deposit on your current apartment will be processed after a move out inspection and any refund owed to you will be returned within 60 days of move out. Prior to occupying your new apartment, a new lease agreement must be signed.

## **Regulations & Changes**

From time to time it may become necessary to modify or change one or more of the community regulations. Once the change is effective and you have been notified, the new regulation will be considered a part of your lease agreement.

## **Representations & Applications**

No oral statement, promise or representation made by our employees or agents shall be binding unless they are made in a written part of your lease agreement.

If you have any questions regarding the lease agreement or the regulations of the community, please discuss them with your Community Management Staff. Please remember the above regulations are part of your lease agreement. By signing the lease you agree to abide by these regulations.

A procedure exists for all of our rental properties. We make reasonable accommodations in rules, policies, procedures or services and we allow modification to the existing premises if a request pertains to a handicap/disability and is submitted in writing.

## **Eagle Ridge Apartments-Additional Community Rules**

**These Community Rules constitute part of Exhibit A and are part of your Eagle Ridge Lease.**

### ***Living Assistance Animal***

Living Assistance animals are allowed at Eagle Ridge per Federal Law. These are animals such as seeing-eye dogs. These pets require a letter from a Medical Professional and a verifiable disability. We do not charge any fees for living assistance animals.

## ***Fees And Damages***

On occasion it is necessary to charge a resident a fine for community rule violation or for damages to the apartment or property. Money collected from the resident is first allocated to fees and damages and then rent. Any unpaid balance is subject to late fees which are charged on the 4<sup>th</sup> of the month at 8 AM.

## ***Collections of Rent and Fees***

- Rent is always due on the 1<sup>st</sup>
- Late fees start on the 4<sup>th</sup> at 8 AM
- Payments that do not include late fees are returned
- Checks are not accepted after the 4<sup>th</sup> at 8 AM
- Checks are not accepted after one Returned Check for NSF
- Partial payments are not accepted after Three Day Demand Notices are passed out
- Three Day Demand Notices are passed out anytime after the 1st

## ***Rent Due/Late Fees/Evictions***

No exceptions are ever made to this policy

- 1<sup>st</sup> -Rent is due
  - 2<sup>nd</sup> -Rent is Late.
  - 3<sup>rd</sup> -Rent is Late.
  - 4<sup>th</sup> -8:00AM \$50 Late Fee is charged, CHECKS ARE NO LONGER ACCEPTED.  
3-Day Demand Notices Served
  - 5<sup>th</sup> -\$60 Late Fee
  - 6<sup>th</sup> -\$70 Late Fee
  - 7<sup>th</sup> -\$80 Late Fee
  - 8<sup>th</sup> -\$90 Late Fee
  - 9<sup>th</sup> -\$100 Late Fee
  - 10<sup>th</sup> -\$110 Late Fee
- Accounts not paid in full, rent and late fees, are filed for eviction with Attorney and the Courts. Eviction adds approximately \$450 in Attorney and Court fees.

## ***Low-Water Usage Toilets***

The toilets installed in Eagle Ridge Apartments are low-water usage toilets required by plumbing codes. Instead of using 5 gallons per flush like the older toilets, they use only 1.6 gallons. These new toilets clog much easier and do not handle the volume the older toilets did. The new toilets must be flushed more often to prevent clogging.

**We require that every household purchase a toilet plunger and keep it in their home. It is expected that the resident try to plunge the toilet before requesting maintenance.**

The maintenance staff can try and plunge the toilet or use a snake to clear the clog. In some cases the toilet can be pulled if the maintenance staff believes something is stuck in the toilet such as a child's toy, feminine sanitary products, Q-tips, etc. If these types of objects are causing the clog the resident will be required to pay for materials and time to repair the toilet.

## ***Trash***

If we find trash or cigarette butts around your apartment, it will be considered a violation of your lease. This violation will bring a \$10 excessive trash charge. This fee is due at the first of the next month and will be taken from your next payment leaving rent owing and late fees will apply if unpaid.

Please help us keep Eagle Ridge Apartments clean for all to enjoy.

## ***Smoking Not Allowed in Apartments***

Effective January 1, 2008 or the expiration of your current lease, smoking will not be allowed in your apartment, on patios or balconies, or any common area. Smoking on the property will result with you receiving a comply or vacate notice to your apartment. If there is a second offense, you will be asked to move. This policy applies to all owners, residents, guests, employees and servicepersons.

Please understand that this policy is only for the purpose of maintaining the highest quality living environment that we can.

## ***Clubhouse Rules***

Residents are welcome to use the facilities of the clubhouse during normal business hours which are as follows:

Monday – Friday 9:00-6:00

Saturday 10:00-5:00

Sunday we are closed.

We do ask that you reserve the clubhouse in advance, and we do have an agreement form that must be filled out. Our fitness center is open 24 hours a day, 7 days a week. For safety children must be accompanied by someone 14 or older.

## ***Smoke Detectors and Batteries***

When we prepare the apartment for rental, we check and document that all smoke detectors are in working order and that the batteries are working.

**It is the resident's responsibility to check the smoke alarm at the start of each month by pushing in and holding the test button of each smoke alarm and waiting to hear the alarm.**

When a smoke detector's battery is low the smoke detector will give a single "beep" about every three minutes. The resident should replace the battery at once.

**If you can not manage a battery on your own it is required of the resident to contact the office and we will take care of it for you.**

Disconnecting a smoke detector is very serious and carries a \$50 fine. A second violation will bring lease termination and eviction.

### ***Light Bulbs***

All the light bulbs should be in working order when you move into your new apartment. If a bulb burns out during your occupancy, it is expected that the resident will replace it with one of the same wattage.

### ***No Alcohol Consumed Outside of Your Apartment***

No alcoholic beverages are to ever be consumed outside your apartment. This includes all areas of the property such as the pool, hot tub, volleyball court, and clubhouse.

### ***All Outdoor Property Amenities Close At 10 PM***

All outside property amenities will close at 10 PM. The start of our quiet hours at Eagle Ridge begins at 9PM. This includes the pool, hot tub, and volleyball areas.

### ***Satellite Dishes***

Satellite Dishes are only allowed at Eagle Ridge if your patio is south facing and the satellite dish is free standing and not connected to the buildings in any way. There is an addendum to sign, a \$100 deposit, and proof of insurance are all required.

### ***Maintenance Requests***

Please bring all maintenance requests to the office (you may leave a message on the office answering machine) and we will record the request for maintenance. Please remember to give us "Permission To Enter" or make scheduled arrangements with the office staff.

### ***Maintenance Emergencies***

**The following items are considered Maintenance Emergencies:**

- Electricity failure
- The smell of gas
- Clogged toilet if: (You have plunged the toilet and your apartment has only one toilet)
- Water (roof leaks, broken pipes, or other leaks)
- Malfunction of refrigerator or stove
- No hot water
- Any threatening or dangerous situation that may result in injury or property damage (such as fire or flood, after appropriate emergency services have been called and residents are free from danger)

**Maintenance Emergency:**

Cell Phone number (970) 217-7102

THIS IS TO ONLY BE USED IN CASES OF TRUE EMERGENCY!!

We agree to all conditions in this document:

Residents:

Witness:

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