

PROSPECT PLAZA
APARTMENTS COMMUNITY
RULES

1. These Rules and Regulations are a part of the promises and conditions of the Prospect Plaza Apartments Lease Agreement (Lease).
2. **Notice to Landlord.** Please notify the rental office of any repairs needed in your unit immediately. Report any emergencies to the rental office during business hours at 970-482-9513. **After business hours (8:00-3:00) report any emergencies or maintenance problems at 970-217-1194 or 970-999-2270.**
3. **Rental Office and Laundry Room Hours.**
 - Rental Office Hours are 8:00AM to 12:00PM & 1:00PM to 3:00PM Monday through Friday, excluding university & national holidays. The rental office is closed 12:00PM to 1:00PM every day.
 - Community Laundry Room is open to the public from 8:00AM to 5:00PM every day excluding certain university and national holidays. Access to the laundry after 5:00PM (until 10:00pm) is limited to Prospect Plaza Residents; a separate key is needed. Any non-resident must be accompanied by a resident after 5PM. There will be a **\$85.00** charge to replace a lost or un- returned laundry key. Landlord will provide one laundry key per Apartment.
4. **Mail & Parcels.** There is one mail drop in the rental office and several in the laundromat for outgoing mail. To prevent any disruption in mail delivery, please make sure that your name is always on the mailbox. Any packages or letters that are too big for the mailbox lockers may be left at the rental office or delivered straight to the building. The Landlords' agent MAY sign for any UPS or FedEx deliveries. Any item left unclaimed for more than five business days may be returned to sender. Landlord is NOT required to sign for packages and can return packages to sender at its discretion. **YOU MUST BRING THE NOTIFICATION SLIP LEFT BY THE CARRIER ON OR AROUND YOUR MAILBOX TO THE OFFICE TO RETRIEVE YOUR PACKAGE.**

Neither the Landlord nor its agents shall be liable in any manner for any loss or damage to Resident's packages, documents or other items delivered to the Property by any means, including but not limited to any mail or parcel carrier and received by the Landlord or its agents on behalf of the Resident, whether or not such property is contained in a package or box addressed to Resident. Resident understands and agrees that in the event Landlord accepts delivery on the Resident's behalf, such receipt is strictly voluntary and made solely as a courtesy to Resident.

5. **Rent Payment.** It is the Resident's responsibility to ensure that all rents and other payments are made in a timely manner. There is a drop box for any after hour's payments, key returns, or maintenance requests. The drop box is located on the East wall of the back laundry door entrance. Roommates may pay separately.

6. **Maintenance and repair.**

Maintenance requests must be submitted through our website <https://csustrata.org/home/prospect-plaza/> (<https://csustrata.org/home/prospect-plaza/prospect-plaza-maintenance-request-form/>). The Tenant will be charged for services or repairs due to intentional, careless, or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Tenant, tenant family, tenant's pet(s), or guests. When such damage occurs, the Tenant shall be charged for such service for the labor (\$25/hour) and materials needed to complete the work.

7. **Parking / Vehicles.** Colorado State University manages and patrols the Prospect Plaza parking lot on behalf of the CSU STRATA. Each Resident may register one vehicle (including motorcycles) at no charge with CSU Parking Services. Additional vehicles and additional permits may be purchased from CSU Parking Services. Prospect Plaza staff will provide the necessary paperwork to each Resident to register their vehicle. Vehicles not registered or not in compliance with these rules and posted signs will be ticketed and may be towed at owner's expense. Motorcycles must be parked in the regular parking stalls only. At the sole discretion of the Landlord, parking rights may be denied to any Resident whose driving or operation of any vehicle endangers life or property.

TENANT must come to the office to register ALL guests and visitors must register their vehicles with the Prospect Plaza rental office and park in the appropriate designated Guest Parking area. Any guest or visitor that does NOT comply with these rules may be ticketed and/or towed at owner's expense.

Any non-customer vehicle parked in the area reserved for the commercial building may be removed from the Property at the owner's expense and/or ticketed.

A vehicle is prohibited in the apartment community and may be immediately towed, without prior notification of any kind, if the vehicle: (1) is parked in a marked handicap space without the legally required handicap insignia; (2) blocks another vehicle from exiting; (3) is parked in a fire lane or designated "no parking" area; (4) is parked in a space marked for other resident(s) or unit(s); or (5) exceeds a total length greater than sixteen (16) feet.

A vehicle is prohibited in the apartment community and may be towed after posting a 24-hour notice in a conspicuous place on the vehicle indicating the Landlord's intent to tow said vehicle, if the vehicle: (1) is abandoned, unlicensed, derelict, inoperable. (2) has flat tires or other conditions rendering it inoperable; (3) has an expired license; (4) takes up more than one parking space; (5) belongs to a Resident or occupant who has surrendered or abandoned the Apartment; or (6) is the type of vehicle prohibited below, and Resident has failed to obtain Landlord's prior written consent. In the event the Landlord is fined or incurs any cost associated with Resident's or any occupants' or guests' vehicles, Resident shall immediately reimburse Landlord for such amounts.

Resident further agrees not to store and/or park any trailer, camper, boat, race car, junk car or any other similar recreational item or vehicle in the apartment community without the written consent of the Landlord. Resident agrees not to store and/or park any commercial or public vehicle in the apartment community under any conditions. Resident further agrees not to make any repairs of the aforementioned motor vehicle and/or recreational items in the apartment community without the written consent of the Landlord.

8. **Common Areas.** The driveways, sidewalks, entry passages, stairs and hallways shall not be obstructed or used for any purpose other than ingress and egress. Bicycles, motor scooters and motorcycles shall not be allowed to obstruct the driveways, sidewalks, and entry passages, stairs, or halls. Washing cars and performing mechanical work thereon is strictly prohibited.

9. **Guests/Noise/Odors.** The Landlord recognizes the right of the Resident to entertain guests but requires that no more than 8 persons be allowed in a one- or two-bedroom apartment at one time and that no more than 5 persons are allowed in a studio apartment at one time. Order and tranquility must prevail at all times. The Resident, members of the Resident's family and guests shall at all times maintain order in the Apartment and at all places on the grounds, and shall not make any loud, improper, or boisterous noise or otherwise disturb the comfort or interrupt the sleep of other residents. The cost of repairs for any and all damages caused by an excess number of people occupying an apartment will be the responsibility of the Resident. All radios, television sets, or any other appliances or items which may cause noise must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played in the Apartment or on the Prospect Plaza Property (hereafter "Property or Premises") at any time. No music lessons, either vocal or instrumental, shall be permitted on the Premises or in an Apartment at any time. No incense or other odor producing items shall be used in the Apartment.

10. **Smoking.** There shall be ABSOLUTELY NO SMOKING of any kind (tobacco, marijuana) in the Apartment, the Building, entryways, and common areas (hookah including). Anyone smoking outside of the building must be at least twenty (20) feet any from any apartment window or building door. In the event of a violation of this policy the following consequences may apply:

1. First: A written warning will be issued.
2. Second: Resident will pay Five Hundred Dollars (\$500.00) toward the cost of a complete eradication of smoke odors from the Apartment and nearby common areas. It is understood that the total cost of such eradication shall be determined at Lease termination.
3. A third violation will result in default of the Lease and Resident may be subject to eviction

11. **Using Due Care.** Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds will not be removed or taken down. If Resident installs draperies over blinds, any damage will be repaired or removed by Resident. Nothing shall be thrown out of the windows or doors. Resident must exercise care and caution about leaving windows open during inclement weather. Resident shall be liable for any damage to interior, including but not limited to paint, drywall, cabinets, carpets, or damage to any part of the Premises resulting from failure to exercise reasonable care. Clothing, sheets, flags etc. shall not be hung from windows. If repair or damages are not fixed by tenant, Landlord will do so and charge tenant.

Use of gas or charcoal grills on the Prospect Plaza property is prohibited. Resident will not store or bring any hazardous materials onto the Premises. Resident will not place any unusually heavy objects on the floor, such as pool tables, waterbeds, etc.

All trash and garbage must be placed in sanitary containers in locations designated by the Landlord. Residents agree to cause trash and refuse to be deposited directly into such trash receptacles or dumpsites and not left in the units or in the common areas, hallways or elsewhere on the Property. Landlord reserves the right to impose reasonable fines or the violation

of this provision as well as for any littering by Resident.

Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, ashes, wax, and other foreign substances shall not be thrown in such plumbing apparatus. Any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by Resident.

Unless instructed otherwise, Resident shall, for 24 hours a day during freezing weather: (1) keep the Apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold-water faucets. Resident shall not leave appliances, other than furnaces or air conditioners, or water running unattended. Resident shall be liable for damage to Landlord's and others' property if damage is caused by broken water pipes due to Resident's violation of these requirements.

Solicitation, canvassing and the distribution of handbills or advertising of any kind without Landlord's prior consent is not permitted on or about the Property. Residents are requested to notify Landlord of any such activity.

Residents may not erect any exterior wires, aerial signs, antennas, or satellite dishes on or about the Apartment or the Property. Possession and consumption of alcoholic beverages must be in full compliance with local, state, and federal laws and regulations and in accordance with these rules and regulations or is subject to Landlord confiscation. Alcohol influenced conduct, which infringes upon the rights of others to a quiet and orderly living environment is not acceptable under any circumstances. No kegs (including pony kegs) are allowed. The consumption of alcohol is not permitted in the common areas of the Property.

Possession or use of any handguns, firearms, or weapons of any type, or explosive, flammable (including fireworks) or extra hazardous substances or any article or thing of a dangerous nature on or about the Premises in the Apartment is expressly forbidden and will result in immediate eviction.

Crime or Emergency - Dial "911" or immediately call local fire, police, or EMS authorities in case of fire, smoke, or suspected criminal activity involving imminent harm. Residents shall then contact Landlord's representative. Resident shall not treat any of Landlord's security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Any security measure undertaken by Landlord shall be for the benefit of Landlord and for the exclusive purpose of protecting Landlord's property and shall not be relied upon by Resident. Landlord shall not be liable to Resident or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord shall not be obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. Landlord shall not be responsible for obtaining criminal-history checks on any Residents, occupants, or guests in the apartment community. If Resident or any occupant or guest is affected by a crime, Resident shall make a written report for Landlord's representative and for the appropriate local law-enforcement agency. Resident shall also furnish Landlord with the law-enforcement agency's incident report number upon request.

Violation of the preceding rules or disorderly or illegal behavior by Resident or Resident's guest that threatens the life, health or safety of other residents may result in the immediate eviction of Resident with Resident remaining responsible for all obligations under the Lease. Such violations include, but are not limited to, arson, the setting of any fires, tampering with or otherwise damaging or destroying any safety equipment (including, but not limited to, exit signs, fire extinguishers and fire alarms), or placing of false fire alarms; the possessions of handguns, firearms or weapons of any type, explosives (including fireworks and live ammunition), or hazardous or dangerous materials of any kind; and the accidental or intentional throwing or dropping of any objects out of a window.

12. **Keys.** Locks may not be changed or added by anyone other than the Landlord. Entry door and apartment building door keys may not be copied.

A service charge of \$ 100.00 will be assessed to change a lock if a Resident has lost or has copied either entry door or apartment building key. Locks and or security chains added must be left in place upon vacating the Apartment. If Resident vacates the Apartment and does not return every key issued, a charge of \$200.00 will be assessed. A \$30.00 charge will be assessed to the tenant for any lost mailbox keys.

If a Resident finds it necessary to have Prospect Plaza authorized personnel to unlock the apartment or building doors after hours, a **\$80.00 fee** will be applied. Prospect Plaza personnel will not be available to unlock doors between 11:00PM and 8:00AM. If this service is not available through management and it is necessary to call a locksmith, the Resident will be responsible for the locksmith fee.

13. **Move-Out Procedures. Vacate Notice:** Once Resident's intent to vacate the Apartment has been established by completing the Vacate Notice and submitting the same to Landlord, the move-out date cannot be changed unless agreed in writing by both parties. Resident shall not move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full.

Early move-out may result in acceleration of future rent and re-letting charges. Resident will not stay beyond the date Resident is supposed to move out. Resident must notify both Landlord and the U.S. Postal Service of Resident's forwarding address.

Cleaning: Carpets have been **PROFESSIONALLY** cleaned upon move out at Tenants expense. Proof of receipt must be submitted to office prior to Tenant moving out OR Landlord's cost for professional carpet cleaning will be deducted from Security and Damage Deposit. Resident shall thoroughly clean the Apartment, including doors, windows, furniture, bathrooms, and kitchen appliances, remove all trash and other debris from the Apartment and to lock and fasten all outside doors and windows at the time of move-out. Resident shall follow Landlord's move-out cleaning instructions. Resident must return all furniture to its original position in the Apartment. If there has been any smoking of any kind (including, but not limited to, cigarettes, marijuana, hookah) in the Apartment at any time during the Lease term Resident will be charged for a professional deodorization of the entire Apartment. In addition, Resident will be charged to clean and deodorize all furniture, blinds, beds, carpet, and the air conditioning unit. Resident may also be charged for labor and supplies to paint the apartment if determined to be necessary by Landlord.

Move-Out Inspection. Resident and Landlord may meet for a move-out inspection (approximately two weeks before the move-out date). Landlord's representative has no authority to bind or limit Landlord regarding deductions for repairs, damages, or charges. Any statements or estimates by Landlord or Landlord's representatives are subject to Landlord's correction, modification, or disapproval before final refunding or accounting. Resident will remain responsible for the contents of the Apartment until all keys for the Apartment are returned to the Management Office.

Security Deposit Return. If Resident has complied with all terms and conditions concerning the Security Deposit, the deposit, less cleaning, repair, or other charges, will be returned by check mailed to a forwarding address furnished to the Landlord by the Resident. Security Deposit refunds cannot be picked up at the office. The Security Deposit MAY NOT be applied to the last monthly rental or any other rental payment. Refund of the security deposit is subject to compliance with all of the following provisions:

- The full term of the lease has expired.
- There are no damages, beyond ordinary wear and tear to Landlord's property, furniture, appliances, carpet, blinds, and floor coverings. Tenant must replace stove burner drip pans with new drip pans.
- The entire apartment, including range, refrigerator, bathroom, closets, cupboards, furniture, and carpet are clean, regardless of condition at move-in.
- No late charges, delinquent rents, other charges, or fees for damages remain unpaid.
- All keys are returned to the Landlord.
- Landlord has been notified in writing of Resident's forwarding address.

Security Deposits are typically retained by Landlord, either partially or entirely, to cover the following:

- The cost of supplies and labor for cleaning the Apartment
- Labor and materials for making repairs to the Apartment
- Delinquent payments and fees
- Lost rental income due to early vacation of the Apartment
- Within sixty (60) days after surrender and acceptance of the Apartment Landlord shall provide Resident, at Resident's last known address, with a written statement listing the reasons for any and all charges against the Security Deposit and refund the balance of the Security Deposit (if any) therewith.
- Re-letting costs, such as advertising, due to early vacation of the Apartment

14. **Pet Policy.** Pets (excluding authorized service and companion animals) are not allowed in the Apartments. The following shall apply to a violation of this policy:

FIRST: Landlord will issue a written warning to the Resident specifying the complaint and a \$100.00 per day charge will be assessed against the Resident until the pet is removed. Landlord may, in its discretion, declare the Lease to be in default.

SECOND: Upon a second violation the Landlord may declare the Lease to be in default and take action to evict the Resident.

If Landlord determines that a pet has been in the apartment at any time during the lease term (without Landlord approval) Resident will be charged for carpet, furniture cleaning and deodorizing and complete blind cleaning.

Service and/or Companion Animals. Service and/or Companion (Emotional Support) Animals are permitted as a reasonable accommodation for a disability.

- Definition of a Service Animal: **Service Animals** are a *dog*, or *miniature horse*, which are individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or task that the service animal performs must be directly related to the individual's disability. Such animals might assist those with low vision, alerting individuals who are deaf or hearing impaired, pulling a wheelchair, or stabilizing a person's gait, or recognizing & assisting during seizures. Service animals in training are specifically prohibited from residing in the Apartments unless they are being trained by a Resident for whom the animal is also providing service.
- Definition of an Emotional Support Animal (**ESA**): **ESAs** are animals that are necessary to afford the person with a disability an equal and reasonable opportunity to use and enjoy living in the Apartment. These animals may alleviate one or more identified symptoms or effects of a disability and are referred to as "emotional support" based on the function they perform for the student. ESAs are not considered service animals and are not permitted in any area other than the Resident's Apartment and immediate surrounding area considered part of the residential dwelling. Resident must have a "Certification of Disability" form submitted to and approved by Prospect Plaza Management BEFORE the animal may reside in the Apartment. Certification of Disability forms are available in the Rental Office. Residents are responsible for the HUMANE care and control of their animal pursuant to the Animal Care Guidelines addendum attached hereto and incorporated herein. Residents are responsible for picking up their animal's waste on Prospect Plaza Property. A fine of \$50.00 will be levied for the first-time offense of not picking up. Upon a second violation the Landlord may declare the Lease to be in default and take action to evict the Resident.

15. **Internet & Cable TV Connectivity.** These services are provided through Comcast. Neither Comcast nor Landlord warrants security of identity with use of the network. It is incumbent upon the Resident to ensure that any confidential information placed on the Prospect Plaza internet network is properly encrypted and that the connection is made to secure internet sites. There is no absolute guarantee of service, speed, or availability.

15. **Bicycles.** Resident acknowledges that ALL bike racks will be cleaned, and bicycles will be removed every summer (anytime between May and September). Landlord will notify all residents when such activities are to occur. Any unclaimed bicycles will be cut from the bike racks and held by Landlord for 30 days.

Any unclaimed bikes after the 30 days will be donated to a charity of Landlord's choosing. Prospect Plaza Apartments will not assume liability or financial responsibility for any lost, stolen, or unclaimed bicycles or locks.

16. **Student Residents.** Unless authorized by CSU STRATA, every Resident must be a CSU student. The ONLY exception is spouses, children, and immediate family members of Residents.

17. **Modifications to these rules.** Landlord reserves the right at any time to amend these Community Rules as Landlord shall in its judgment determine to be necessary for the safety, care, and cleanliness of the Premises and for the preservation of good order, comfort, and benefit of residents in general and for the efficient operation of the apartment community,

I AFFIRM THAT I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS AND THE PROVISIONS REGARDING THE SECURITY DEPOSIT.

PLEASE PRINT YOUR NAME

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date