

RULES FOR TENANTS OF CEDAR POINTE TOWNHOMES

1. GENERAL:

This agreement is an addendum, incorporated into the Residential Lease agreement between Owner/Manager and Tenant. New rules and regulations or amendments to these rules may be adopted by Owner/Manager upon giving 30 days' notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary. They will be equally enforced. Tenant is responsible for the conduct of guests and their adherence to these rules and regulations at all times.

These rules and regulations have been adopted to secure your comfort and safety, while maintaining a quality living environment. Owner/Manager will not mediate any disputes between Tenants. Tenants are encouraged to resolve issues quickly amongst themselves. Any issues rising to the level of having law enforcement involved may result in termination of lease.

Rent is always due on the first (1st) day of each month. Other utility bills may be due at various times during the month but rent is due on the first (1st) day. Rent payments can be mailed to 2223 Hwy 2 East, Kalispell MT 59901 or dropped in the drop box at the mailbox site. **NO CASH PAYMENTS.**

Rent payments which are five (5) days delinquent cause administrative expenses to Owner/Manager. **A LATE PAYMENT FEE WILL THEREFORE BE CHARGED ON ALL RENT UNPAID AS OF THE 6TH DAY OF THE MONTH OF DELINQUENCY AT A RATE OF \$5 PER DAY. CHECKS RETURNED BY YOUR BANK AS "NOT PAID" FOR ANY REASON WILL BE SUBJECT TO A CHARGE. THE RENT SHALL BE DECLARED OWING FROM THE FIRST DAY OF EACH MONTH AND ALL LATE CHARGES SHALL BE ENFORCED. NO EXCEPTIONS WILL BE MADE TO THIS RULE.**

BREAKING ANY OF THE FOLLOWING RULES MAY BE REASON TO TERMINATE RENTAL AGREEMENT!

2. CONDUCT:

(a) **ANY** illegal activity may terminate lease immediately upon notice. Any illegal activity should be promptly reported to the Sheriff's Office at 406-758-5585.

(b) The rented Premises shall be used and occupied only as a private residence and no business shall be conducted from them. This is not intended to prohibit Tenants from working at home in professions that do not require visiting public. Tenants must inform Owner/Manager of any intentions to work from home.

(c) No signs, notices or advertisements shall be attached or displayed by tenants on or about the premises.

(d) Only occupants listed on the application and lease agreement shall continuously occupy the dwelling. If a listed tenant leaves or a new permanent tenant needs to be added, contact Owner/Manager promptly.

(e) Overnight guests are only allowed for short stays. No subletting is allowed. No couch surfing is allowed. Contact Owner/Manager if individuals must be added or deleted to the lease agreement.

(f) Tenants shall not make or allow any disturbing noise in the Premises by themselves, family, guests or pets, nor do or permit anything by such persons which will interfere with the rights, comforts or conveniences of other persons. Tenant's noise shall not be heard outside their Premises.

(g) Profane, obscene or loud language is absolutely prohibited on the Premises. Tenant obligates himself/herself not to do or permit to be done anything that will annoy, harass, embarrass, discommode or inconvenience any of the other Tenants or occupants in adjoining properties.

(h) No person shall loiter, congregate, lounge, sit or obstruct any entrances, porches, common areas, parking spaces or driveways.

(i) All musical instruments, television sets, stereos, radios or any electronic devices are to be played at a volume which cannot be heard outside Tenant's dwelling. The use of musical instruments, radios, televisions, stereos, recordings or any other electronic device shall not be operated so as to harass, annoy or inconvenience any other Tenant. Quiet hours between 10:00 o'clock PM until 7:00 o'clock AM will be enforced.

(j) Improper, frequent or careless use of car alarms, horns, alarm "chirps," car radios, cassettes or CD players or other noise-making devices from vehicles by Tenant or Tenant's guests is not permitted.

(k) No loud or noisy vehicles of any kind are allowed on the property. Any Tenants vehicles that are excessively noisy, in the opinion of the Owner/Manager, must be fixed.

(l) The activities and conduct of Tenant and Tenant's guests on the grounds, landscaped areas and parking areas must be reasonable at all times and not be annoying or disturbing to other persons, whether on the property or on neighboring properties.

(m) Consumption of alcohol is not permitted by anyone on any common area of the property.

(n) Anytime Tenants have guests, gatherings or parties, they are responsible for all activities of all guests. Any activities of guests that break these rules are the responsibility of the Tenant.

3. CLEANLINESS AND TRASH:

(a) Tenants must keep the Premises clean and sanitary. Tenant shall not accumulate trash or other materials which will cause a hazard or be in violation of any health, fire, or safety ordinance or regulation or attract vermin. No hoarding is allowed.

(b) No goods, articles, merchandise, provisions, furniture, trunks, boxes, barbecues, bicycles, chairs, etc.... shall be permitted to remain in or on common areas, entrances, front porches or driveways.

(c) Tenants shall keep interior of dwelling free of debris, trash and clutter. All items shall be kept clear of hot water heaters, wall heaters, electrical panels and plumbing systems.

(d) No garbage or other refuse shall be stored on the premises for extended periods of time. All garbage and refuse shall be disposed of in a timely manner in places provided.

(e) Tenants shall not throw or sweep any items or debris from any window or door.

(f) Tenant shall keep Premises free from objectionable odors.

(g) No candles or incense are allowed on property.

(h) No smoking or vaping inside the dwelling is permitted. No smoking or vaping in an area that allows smoke or vapor to drift into other tenants areas is permitted, this includes the front porch and back patio. Some people have an aversion to smoke and vapor and its contents.

(i) Tenant and guests shall not deposit or permit litter on the property. Trash must be deposited in the appropriate container. Items too large to fit in a trash container must be broken down so that they fit in the container. If items are too large, Tenant must dispose of them in another manner.

(j) Tenant shall not install, use or permit any in-sink garbage disposer.

(k) Nothing shall be flushed or put down any drain except what is intended. Wipes, sanitary items, diapers, cloth items, cat litter or toys shall not be flushed down toilet.

(l) Tenant shall not place, keep or store any item on outdoor portions of the premises, except for potted plants on the front porch, electric BBQs and patio furniture on the back patio and car parking in the provided spaces. Outdoor common areas include but are not limited to driveway, parking areas, lawns, trees, walls, fences, roof and any exterior area of the building. No signs, artwork or other item shall be placed in windows so as to be visible from outside the building.

- (h) Clothing, curtains, rugs, or any other item must not be hung outside any window or ledge.
- (i) Tenants shall be responsible for damage done to grass areas, shrubs and sidewalks such as digging, uprooting, trampling and excessive use of ice melt.

4. USE OF PORCHES and PATIOS:

- (a) Any furniture used on the back patios must be for outdoor use. Front porches are for entering the Premise and only potted plants can be placed in the area adjacent to each unit. All other items used on front porch must be stored inside. Furniture, plants and electric BBQs may be used and stored on back patios, adjacent to each unit.
- (b) Nothing shall be hung on the doors, windows or siding.
- (c) The wooden dividing walls between the units may be used to hang decorative items, such as wreaths, welcome signs etc....
- (d) Outdoor cooking or preparation of food is allowed only on back patios. Causing excessive smoke while cooking is not allowed.
- (e) Sound-producing devices, including musical instruments, stereo equipment and any electronic devices are not permitted outside of the dwelling.

5. SAFETY:

- (a) Tenant is responsible for locking their dwelling and making sure windows are secure.
- (b) If Tenant misplaces, loses or is otherwise without the key supplied by Owner/Manager, Tenant will pay a fee of \$25.00 for a new key. If for any reason Tenant gets locked out of their dwelling and Owner/Manager has to open the dwelling, there will be a \$25.00 charge during regular business hours and \$50.00 for after hours and weekends/holidays. If Tenant requests a complete lock change, the fee is \$100.00 per lock. Tenant will not copy keys to the Premises or lend keys to others.
- (c) No additional or replacement locks of any type will be installed on any door without the written permission of Owner/Manager.
- (d) Tenants shall have no dogs, cats, or other animals on the premises without written permission of the Owner/Manager. See pet section and policy for restrictions.
- (e) Smoking is not permitted inside the Dwelling.
- (f) Incense and candles are not permitted on the Property.
- (g) All appliances must be turned off before leaving the Premises.
- (h) Tenant shall not make any changes in electrical wiring nor overload the electrical systems nor run any exposed wires for electrical appliances or fixtures in violation of the building code.
- (i) When leaving for a period of more than a week, Tenant shall notify Owner/Manager as to how long Tenant will be away.
- (j) Tenant must obtain his/her own Renter's Insurance Policy to protect his/her belongings in the event of flood, fire, theft or other loss or damage. Owner/Landlord is not responsible for loss or damage to Tenant's property.
- (k) Bicycles may be stored inside the building, or on the back patio. Owner/Manager is not responsible for damage to, or loss of, bicycles.
- (l) The use or storage of gasoline, cleaning solvent or other combustibles on the property is prohibited. The use of fire, gas or charcoal barbecues, hibachis or similar devices is prohibited. Only electric outdoor cooking devices are allowed.
- (m) Children on the premises must be supervised by a responsible adult at all times.

6. PETS:

Pets can be an integral part of a family dynamic and can bring enjoyment to their owners. HOWEVER, not everyone enjoys animals and should not have to be subjected to someone else's pets. The following rules are designed to provide for the ability for Tenants to have pets and yet protect other Tenants and neighbors from being subjected to unwanted interaction with animals. ALL pets must be approved by the Owner/Landlord and that approval can be revoked at any time.

- (a) Cats and dogs are the only pets allowed on/in the Premises. No aquariums, birds, snakes, reptiles or small rodent type "pets" are allowed.
- (b) Only 2 pets are allowed in each Dwelling.
- (c) No dogs over 20 lbs. are allowed.
- (d) No breeding or raising puppies or kittens is allowed.
- (e) No pet sitting for others is allowed.
- (f) No barking dogs or yowling cats will be allowed.
- (g) All pets must be able to be confined inside the Dwelling.
- (h) Cats must have indoor litter boxes. Litter boxes must be kept clean and disposed of as trash, NOT flushed. Dogs must be walked away from the building to go to the bathroom. All dog waste must be picked up by the person walking the dog and disposed of properly.

7. DAMAGES:

From time to time things may happen that cause damage to the Dwelling, Premises or Property. When this occurs Owner/Manager should be contacted immediately in order to fix the issue. If it is determined that the damage is NOT natural wear and tear, the Tennant at fault will be required to pay for the repair as arranged by the Owner/Manager. If damage is left unrepaired it will typically grow into a much larger issue and cost in the future.

The following items shall not be considered as natural wear and tear to the Premises, but shall be considered as damage to the Premises and subsequently the cost of repair will be charged to the Tennant at fault or deducted from any security deposit. This list is only an example; any other damages may be considered as well:

- (a) Holes in walls, doors or woodwork.
- (b) Careless care of paint in the dwelling or painting the walls without approval from Owner/Manager.
- (c) Spray painting or marking on interior/exterior walls.
- (d) Damage to utility pipes, wiring, plumbing, light fixtures, or any other fixture or appurtenances, walls, floors, ceilings or appliances or any work that is done without approval from Owner/Manager.
- (e) Damage done to grass area and shrubs such as digging, uprooting or trampling.
- (f) Water damage caused by overflow of kitchen or bathroom sinks, bathtub or shower, toilets, washing machine or by failure to close windows or doors during inclement weather, thereby exposing interior of Dwelling to elements.
- (g) Broken windows, glass, doors, mirrors or screens.
- (h) Failure of Tenant to leave Dwelling and appliances clean upon termination of the lease agreement.
- (i) Pet scratched doors and/or door trim.

8. PARKING:

(a) Tenant may park up to two (2) passenger vehicles in the 2 spaces provided directly in front of each Dwelling. Only operable, licensed, insured and currently registered passenger vehicle(s) are allowed to be parked in designated spaces. If Tenant changes vehicles, contact Owner/Manager with that information. Vehicles are described as follows;

Make: _____ Model _____ Color _____ License _____

Make: _____ Model _____ Color _____ License _____

(b) Tenant shall not wash, paint or repair vehicles on the Property.

(c) Tenant shall not assign or sublet parking spaces or allow other persons to park on the Property. Owner/Manager may tow away any unauthorized vehicle without notice at vehicle owner's expense.

(d) Owner/Manager is not liable for any damage or theft occurring to Tenant's vehicle or its contents while parked on the Property.

(e) Any vehicle that is leaking any substance must not be parked on the Property, and Tenant shall be responsible for the cost of repairing damage caused by such leakage.

(f) There are several guest parking spots on the Property. They are marked and located at the ends of and between the buildings.

(g) Tailgates are to be closed while parked and hitches must be removed. This will keep others from having hazards to run into.

The undersigned Tenant(s) acknowledge having read and understood the foregoing, and have received a duplicate original.

TENANT: _____ DATE: _____

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OWNER/Manager: _____ DATE: _____