

La Cascada Apartments Rules & Regulations

Effective February 1, 2012

**441 North LeSueur
Mesa, Arizona 85203**

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1) GENERAL

MAIN RULES

1. The rent is paid in full, and paid on the first day of every month. The rent is to be postmarked, via USPS, on or before the first of the month to be considered on time. **Rent postmarked after the third will be considered late.**
2. No Resident or their visitors shall do anything to disturb or interfere with other residents. This includes playing loud music and frequent gatherings.
3. No damage or alterations to property. No littering. No excessive drinking alcoholic beverages outside of your apartment in the common areas (defined as all areas outside or your apartment) of the apartment building

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2) PAYMENT OF MONEY

(A) The Application of Payments:

Rent is due on the first day of each month. Any money received by us from you will be FIRST APPLIED to any unpaid security deposit, secondly to any late charges, or damages, thirdly, to any rent due.

(B) Notices for Overdue Payments:

If your rent is unpaid by 12:00 a.m. on the 5th of the month (excluding holidays) you will receive a five day notice to vacate. A late fee will be applied. During this 5 day period, rent must be submitted to the onsite manager. A late fee will be charged to your account immediately payable.

(C) Unlawful Detainer

After proper notice, your case will be handed over to our legal department. Each defendant will be given one opportunity to buy out of legal if you have not received any valid complaints from other residents. Additional charges will apply.

(D) Late Policy:

If after six months of steady and prompt payment of rent, a resident finds they cannot pay their rent on time and know when they may apply for a rent extension. A rent extension may not exceed the 10th of the month. The late fee will be waived.

To take advantage of this policy, a resident must provide a written statement to the owner / manager **before the 1st of the month** indicating why their rent is late and when they will be able to pay.

If payment is not received before the 3rd day of the month a late fee will be applied (See your contract for fee amount.) and a five day to pay rent or quit will be issued.

3. RULES OF CONDUCT

(A) Alcohol:

No drinking of alcoholic beverages shall be allowed outside of your apartment in the hallways or other common areas of the apartment building at any time.

(B) Trash:

No littering, dropping trash, bottles, cans or cigarette butts on the property. All trash must be put in plastic trash bags and placed inside the trash dumpsters located at the rear of the property. Cigarette butt receptacles and pet waste dispensers may be provided on your property.

(C) Noise:

No resident shall make or permit any disturbing noise that disturbs surrounding residents. This includes loud music, boisterous activity, or other loud noise. All music playing shall be done at a subdued noise level so as not to disturb surrounding residents. **Subdued noise level means music that cannot be heard by your neighbors within their apartments.** Boisterous music at parties is not permissible.

(D) Loitering:

Unnecessary loitering (or “hanging out”) in the common areas of the apartment building is prohibited.

(E) Shopping Carts:

No shopping carts are to be left outside the apartments. Return all carts back to the market you borrowed them from.

(F) Jumping over the boundary fences:

No jumping over fences or climbing over the property’s boundary fence. Only the front doorway shall be used to ingress and egress the property.

(G) Poor Living Habits:

Any Resident who is not of normal, good living habits, **who drinks to excess**, or commits a criminal nuisance, will be subject to eviction.

(H) Pets:**No pets or animals allowed without written permission from management.**

Owners of pets on property must be approved and pay a monthly pet fee of \$35 per month plus an additional deposit. the following are additional Pet Rules:

- No urine or feces shall be left by resident in or around the property.
- Every means must be taken to reduce excessive noise.
- If dogs is aggressive towards another police must be contacted and additional measures may apply including possible eviction.
- Breeds and weight are determined by management.

(I) Supervision of Children:

Residents are responsible for supervision of their children at all times. Supervision problems with children will be ground for eviction. Children are not allowed to play on the stairways, catwalk, disturb other Residents or write on the walls (graffiti) of the buildings, fences or along the front of the building. They are not allowed to remove, paint or destroy plants or property. **(Inside your apartment is your home. You have every right to live as you please. Please make every effort to keep activates to a minimum whereas not to interfere with your neighbors quiet enjoyment.)**

(J) Gang Affiliation

Gang affiliation or dress that appears to be associated with a gang is prohibited.

(K) Smoking

Smoking must be consistent with state law. As a courtesy, smoking should be done outside with butts properly disposed of in the receptacles provided. (See littering) Some states allow for the medicinal use of marijuana. This substance is federally found to be an illegal substance. State acceptability does vary. If permissible by your local law enforcement, please make every effort to keep smoke inside of your apartment. Your community may have children present. **(Inside your apartment is your home. You have every right to live as you please. Please make every effort to keep activates to a minimum whereas not to interfere with your neighbors quiet enjoyment.)**

(L) Penalties for Breaches of Conduct:

Except where it is specifically stated otherwise, any infringement of the above rules is a breach of your rental agreement, and shall be grounds for your eviction from the premises. Management may at its discretion serve you with a 5-day Notice to Vacate because of the breach of your rental contract, or a 30-day Notice to Vacate, without waiving its right to seeking any other lawful remedies available.

4. CONDITION OF APARTMENT

(A) Damage:

Every effort was made to place your apartment in good condition at the time of rental. If any item is defective, notify management within 24 hours of move-in so that you will not be responsible for its damage. When you first move in to your apartment, carefully inspect it for any existing damage such as holes in the walls or broken or cracked window glass. Have this noted in writing on your move-in-out sheet. (The

on-site manager has this available for you.) Once you take possession of the apartment you are responsible for the cost of any damage or repairs – ordinary wear and tear expected. All damage to the apartment, its equipment or furnishings over and above ordinary wear and tear must be paid for by you within one week after presenting you with the bill covering the cost of repairs for such damage.

(B) Broken Windows:

Repairs to any windows found broken in your apartment will be paid for by you unless it can be proven that someone else who lives on our property is responsible for the glass being broken. Each pane of glass cost \$75.00 installed.

(C) Altering Premises:

Residents shall not repaint, change or alter any part of the premises, or drill holes in the walls or ceilings or add, bolt, or screw any fixtures to the walls, ceiling, window and door frames. Upon vacating apartment all damage will be deducted from your security deposit.

(D) Window Coverings:

Residents shall only use blinds provided by management as window coverings. No blankets or sheets shall be used to cover any windows.

(E) Water Beds:

The use of waterbeds are not permitted.

(F) Locks:

Resident shall not replace or add locks, bolts or install any other attachments such as knockers upon any door or window grills or bars without written permission from management. Upon vacating the apartment, resident shall return to management all keys to the apartment, duplicate keys will cost \$3.00 and replacement of the door lock will cost \$35.00.

(G) Exterior View of Apartment:

No posters, laundry, mops, display signs or other paraphernalia shall be visible to the view from outside your apartment. No display signs or posters, etc., can be hung in your windows or doors where it is visible to people walking past your apartment or outside your front door or in the common areas and hallways of the apartment building.

(H) Storage:

No storage of any type is allowed outside your apartment entrance. This means no mops, brooms, trash, furniture, bikes or other storage items. If your apartment has a balcony, items left outside should be kept clean and neat. Auto parts are not permissible on the balcony. The water heater closet is not a safe storage closet.

(I) Shutting Off Appliances and Lock-up When Leaving:

Resident is responsible when leaving an apartment at any time for closing and locking all windows, shutting off all water faucets, turning off all electrical appliances not in use and locking all patio and entrance doors.

(J) Lockout Charges:

A \$20.00 charge will be assessed for all lockouts – mailboxes or apartment lockouts.

(K) Plumbing Drain Blockages:

Please do not put anything other than toilet paper in your toilet. Do not put tampons in your toilet. Do not pour grease in your sink, shower, bath or toilet. Do not flush eggshells, beans, coffee grounds, animal or chicken bones, cornhusks or similar items down your toilet.

(L) Water Leaks:

Notify your on-site manager immediately of any water leaks in your apartment.

(M) Additional Keys:

Your door lock are changed with every new resident. Additional Keys are your responsibility.

(N) Apartment Inspection by Management:

Management shall have access to the apartment at all reasonable hours for inspection, service or repairs, fumigation, fogging or spraying or laying bait for pest control purposes and for showing it to prospective residents during the last month of occupancy. Any necessary repairs due to abuse shall be repaired at resident's expense. Except in the even of a maintenance emergency, we will give you 48 hours notice of our intention to enter your apartment.

(O) Penalties for Breach of Rules:

Except where it is specifically stated otherwise, any infringement of the above rules in this section "Condition of Apartment" (A) to (O) above shall constitute a breach of

your rental agreement and shall constitute grounds for your eviction from the premises. Management may at its discretion serve you with a 5-Day Notice to Vacate because of the breach of your rental contract, or a 30-Day Notice to Vacate, without waiving its rights to seek any other remedies available.

5. SAFETY RULES

(A) Insurance:

Please note that damage to the contents of your apartment including your furniture, stereo, television and other household items, is not covered by our insurance policy. We strongly recommend that you take out a Resident's insurance policy to cover your own property. Discount renters insurance is available through <http://www.erenterplan.com/>.

(B) Smoke Detectors:

Smoke detectors save thousands of lives every year. Your smoke detector might save your life or the life of a loved one. Check your smoke detector weekly to make sure it is working. If you don't know how to check the smoke detector, the management will be happy to show you how. Although you are responsible for the replacement of smoke detector batteries, we will provide them to you free of charge. We will even install them for you if you call. If you don't know how to put them in, we will show you how to do it. Test your smoke detectors after replacing the battery. Use only alkaline batteries.

(C) Crime and Security:

Regarding crime and safety: We live in a dangerous world. Unfortunately, no one can guarantee your safety and freedom from crime – including the police. The Mesa Police Department has many officers armed with guns and they cannot guarantee to protect you from crime and we cannot do what they can't. We want to make it clear that we cannot promise your security or freedom from crime. However, we are concerned to try and prevent crime. This has to be a team effort and we need your help and input.

Call the Mesa Police Department or 911 if there is trouble or if a potential crime is suspected.

6. VISITORS:

(A) Residents Responsible for Visitors:

All residents shall be liable for the conduct of their visitors, for any damage caused by their visitors and any breach of the above apartment rules by a visitor shall constitute a breach of your rental agreement and shall constitute grounds for your eviction. You are responsible for your child's acquaintances. A resident must accompany visitors at all times while they are at the apartment building.

If you are having the occasional gathering please end the gathering by 10:00 and do everything you can to keep the noise down. Other people may have to work the next morning. As a courtesy, you may want to tell the manager you are having a gathering so other residents no you care about their living environment.

(B) Evicted Residents Banned as Visitors:

Without express written authorization from management, no resident shall knowingly allow visitors on this property that are prior Residents or occupants of an apartment whose occupancy was terminated by the service of a "Notice to Vacate" because of a breach in their lease conditions or as a result of a court ordered eviction. A breach of this rule constitutes ground for eviction.

(C) Visitors Who Breach Rules – Banned as Visitors:

Except with the express written authorization from management, visitors who have previously breached the rules of this property, and who have been previously asked to leave the property by management not to return, are not permitted to return to this complex. A breach of this rule is grounds for eviction.

(D) Extended Stays or Additional Persons:

If a person(s) stays longer than 6 days and /or nights in any one month he or she will be considered an additional person living on the premises. At such, a penalty of \$20.00 per person per night, regardless of age, will be immediately payable. Any rent paid will be first applied to pay this fee.

If the number of additional persons living in your unit exceeds the number of people indicated on your lease, the Resident will be asked leave.

7. CONCLUSION

Pursuant to RULES AND REGULATIONS your rental agreement, the above "Cypress Commons Rules" form part of your rental agreement and are an enforceable part of your rental contract.