

RULES AND REGULATIONS

CEDAR POINTE STUDENT HOUSING

1055 W 400 N Cedar City UT 84720

ABUSIVE CONDUCT: Any use of words or acts against one's self or others that causes physical injury or that demeans, intimidates, harasses, threatens or otherwise interferes with another person's rightful actions or comfort. This includes but is not limited to, verbal abuse, physical batteries, and sexual misconduct.

Pranks and hazing are prohibited on the premise. Hazing is defined in Utah Code (76-5-107.5) as behaviors that "endanger the mental or physical health or safety of another" and "is for the purpose of initiation admission into, affiliation with, holding office in, or as a condition for continued membership in any organization."

ALCOHOLIC BEVERAGES, SMOKING, ILLEGAL SUBSTANCE AND DRUG PARAPHERNALIA:

Possession or use of alcoholic beverages, tobacco, e-cigarettes, hookah, any illegal substance, or drug paraphernalia in the apartment, or on the premises, is strictly prohibited. This applies to both residents and their guests. Owner may impound alcoholic beverages, tobacco, e-cigarettes, hookah, any illegal substance, or drug paraphernalia found on the premises. Violation of this standard will subject you to removal from the residence.

CLEANING INSPECTIONS: Regular cleaning inspections will be conducted to maintain premises. Resident must follow provided cleaning guidelines and comply with cleaning checks.

DOORS AND BUILDING ACCESS: It is vital that Resident are able to gain appropriate access to their apartment and room whenever necessary and that they feel safe and secure within the same. Apartment exterior doors may not be propped at any time due to fire safety and security reasons; it is not advisable that interior doors (room, suite or apartment doors) be propped. Adding or changing locks, deadbolts, chain locks or other access control hardware to any door is prohibited.

DAMAGE: Damage to the Owner facilities, property, or that of fellow residents is prohibited and may result in penalties and/or restitution. Residents are responsible for the room, apartment, and the furnishings within assigned to them by Owner. If cleaning and repair costs exceed deposit amount you will be responsible for the difference. Residents and guests are not to flush feminine products, dental floss, flushable wipe, etc. down the toilets. Only toilet paper is to be flushed. If your toilet needs to be snaked and find the above items resident will be billed.

DISORDERLY CONDUCT: Disorderly conduct which disturbs the peace, including shouting, loud music, noise, boisterous parties, pranks, indoor wrestling, rowdy behavior or any activities creating a nuisance or endangering the health or safety of individuals or damaging property is strictly prohibited.

FALSE INFORMATION: Providing false information whether intended or otherwise, verbally, in writing, or on falsified documents (e.g., false identification cards or advertisements) to J&E staff, or other residents is strictly prohibited and may result in eviction.

FIRE SAFETY: Tampering with or removing any fire safety device such as a smoke detector, sprinkler head or relevant signage is strictly prohibited. Nothing may be attached to or hung from any fire safety device. All permitted electrical appliances must meet UL (Underwriters Laboratory) safety standards. Substandard equipment will be required to be removed. Nothing shall be stored in the furnace rooms as this could be a fire hazard. Open flames of any kind are not permitted inside apartments. Due to threats of fire, Lava lamps and torchiere/halogen lamps are prohibited in the residence halls. Smoke machines are also prohibited as they interfere with life safety equipment.

FURNITURE: Residents may not bring personal furniture into their room, suite or apartment without written authorization of Owner. Each apartment and room is fully furnished. Mattresses, screens and all other furnishings are to remain within the apartment at all times. Only Owner is authorized to remove them. There shall be no tampering with screens, electrical systems or any other fixtures.

GUESTS AND VISITORS: Non-resident guests will never be issued keys by J&E Property. Residents will only be issued keys specific to their assigned space and residents are prohibited from lending their keys to their guests. A guest is defined as: any person in a room, or apartment to which he/she is not assigned.

HANGING DECORATIONS: Pictures, calendars, whiteboards or anything that needs to be hung on the walls, should be hung with nails provided by the office. LED Strip lights and Command Strips are strictly not allowed. Residents may not use any nails, tacks, or mounting accessories to attach items to walls.

INTERNET: Internet is provided for students use. No student shall sign up for any additional utilities or services beyond what is included. This includes but not limited to internet, TV, Satellite, or any other utility or service provider.

KEYS: Keys are issued to specific residents and therefore keys cannot be shared or loaned to friends, family members, students, or other residents – even your roommate. Keys may not be duplicated under any circumstance. Adding or changing locks, deadbolts, chain locks or other access control hardware is prohibited. If keys are lost there will be a \$15 charge/key to replace. If keys are not returned upon move-out a \$15 charge/key would be billed to tenant.

LAUNDRY FACILITIES: Laundry facilities are for current resident use only. Residents must adhere to Laundry room rules which include, cleaning lint trap in dryers after each use, removing laundered clothes immediately after using a machine, and cleaning up any trash, debris spills after using laundry room. Unless clothes are in a wash/dry cycle, clothes must not be left unattended for any period of

time. All apartment rules apply to Laundry Facilities as well. Residents may not give out laundry code to any persons. Violating this will result in a \$100 Violation Fee. Continued Violation may result in Eviction.

LOCKOUTS: During office hours, tenant will be charged a \$15 lockout fee, for an employee to go over to premises to let tenant in. If lockout occurs after hours, a \$25 lockout fee is assessed.

MATTRESS PAD: Residents must use personal mattress protector on mattress at all times. Mattress protector must be full sized and waterproof.

OVERNIGHT GUESTS: No overnight guests. An overnight guest is defined as any person(s) present in unit between the hours of 1:00 a.m. and 7:00 a.m. Owner reserves the right to rescind permission of any guest to remain in a Owner facility if the guest's presence is determined to be a disturbance or threat to the property or safety of any resident(s). Residents are responsible for the actions of their guests and will be held accountable for their behavior.

PARKING: Parking lot is for resident parking only. Resident can only have ONE vehicle. Automobiles and motorcycles may be driven or parked only in designated areas, never on landscaping or sidewalks. Snowmobiles, water vehicles, and trailers of any kind are strictly prohibited on the premises. There shall be no oil changes, repairs or disassembling on the premises.

PETS: No dogs, cats, fish, or other animals will be allowed in or on the premises or grounds at any time, whether permanent or temporary, whether belonging to Resident, guests or others. Violation of this section shall provide Owner with the following remedy: Resident agrees to pay the Owner a Fine of \$150.00. Resident agrees to be responsible for the cost, both labor and materials, of replacing ALL carpet & pad in the premises upon Owner's request. Violation of this rule constitutes a violation of the lease which cannot be brought into compliance and is grounds for EVICTION.

QUIET HOURS: Quiet hours are from 10:00 p.m. to 8:00 a.m. Sunday through Thursday and 12:00 a.m. to 9:00 am Friday and Saturday. You must ensure that noise of any kind that can be heard by your fellow residents is discontinued. Please remember that other residents may live above, below, and beside you in either direction.

SCREENS AND WINDOWS: Using a window as an entrance or exit is prohibited. Also, removal of any screen or window is prohibited as they exist for your safety and convenience.

SPORTS AND PHYSICAL PLAY: To prevent damage to our properties and any persons residing within the property, you may not participate in any activity, sport, horseplay, or physically active game inside the residence. This includes, but is not limited to, bouncing balls, skateboarding, rollerblading, throwing a Frisbee, tag, wrestling, or water fights.

UNAUTHORIZED ACCESS: Areas that are designated as off limits to residents and guests include, but are not limited to: mechanical rooms, storage and custodial closets, roofs, and window ledges. Climbing or scaling the outside of any building or structure not specifically designated for that purpose is dangerous and prohibited.

Prohibited Items

The following list of items is not permitted under any circumstance and is not intended to be an all-inclusive list. Any item deemed to be a safety or security concern may be confiscated or be required to be removed immediately.

1. **Alcoholic Beverages, Smoking, Illegal Substance and Drug Paraphernalia** (See rules above)
2. **Barbecues:** Residents are not to use any barbecue, hibachi, fire pits, etc. around the complex. These items are also not to be stored inside the apartment.
3. **Bicycles, Skateboards, and any electric or motorized vehicle such as Hover Boards:** These items are not to be used or stored inside any apartment. Also, the parking lots and sidewalks are not to be used for skateboarding or use of any motorized vehicle except for transportation purposes only.
4. **Candles:** Since candles, incense, and the like constitute an extreme fire hazard, they are not permitted within the residence. This includes, but is not limited to candles or similar devices (e.g. wickless candles, plug-in air fresheners (wax kind), candle warmers or other wax melting devices, etc.) that have not been lit previously, have had the wick removed or trimmed, or have been given as gifts, and are being used for decorative purposes only.
5. **Cinder blocks:** Cinder blocks, bricks, blocks of wood and any other materials which may damage flooring in the residence are not permitted to lift beds or for any other use. Several local and national retail chains carry plastic risers (they look like small square traffic cones); these may be used to lift beds. Beds may not be lifted more than 12 inches.
6. **Damaging Cleaning Agents:** Any cleaning agent that causes damage to property. Use of blue colored tabs in toilet bowls are prohibited.
7. **Explosives, Firearms, and Other Weapons:** Except as expressly permitted by law, Owner strictly prohibits the use, possession and storage of explosives (including fireworks, firecrackers and other incendiaries), firearms, and other weapons on the premise.
8. **Fuels and Hazardous Chemicals:** Any combustible fuel or material (e.g., propane or kerosene) or hazardous chemical is strictly prohibited and subject to confiscation.
9. **Holiday Decorations:** Live Christmas trees, pumpkins, jack-o-lanterns, or any kind of door decorations are not permitted on the property.
10. **Microwaves, Refrigerators, any unauthorized appliances:** Microwave ovens and refrigerators are provided in each residence. Additional personal microwaves are not permitted under any circumstance.

Personal refrigerators are prohibited in all apartments. Any of the above may not be stored in the apartment even if it is unplugged or not in use.

11. **Open Heating Elements:** Any appliance or device that has an open heating element and does not have an automatic shut-off feature is prohibited (i.e., hot plates; toaster ovens, electric woks, etc.

12. **Pets** (see rules above)

13. **Personal Televisions, Personal Heaters:** Students are not to use or store in the apartment any type of heater. Smart TVs are provided in every apartment. Personal TVs are not allowed to be used, mounted, or stored in the apartment.

*Resident acknowledges reading all rules and regulations carefully before signing.
Resident agrees to comply with all rules and regulations and understands that
failure to comply is considered a violation of their lease.*

RESIDENT

OWNER/OWNER'S REPRESENTATIVE