



DATE: \_\_\_\_\_

TENANT NAME(S): \_\_\_\_\_

RENTAL ADDRESS: \_\_\_\_\_ UNIT# \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

The following Rules and Regulations have been established to assure the maximum enjoyment of your premises, common areas, and any existing amenities, and constitute a part of your Rental Agreement. The Landlord reserves the right to rescind, add to, or otherwise change the rules and regulations from time to time as Landlord in its discretion deems necessary for the care and cleanliness of the premises and/or common areas, and/or for the safety, comfort and convenience of all Tenants. The parties agree that a violation of these rules and regulations constitute a material violation of the Rental Agreement.

**GENERAL:**

- Tenants and their guests shall neither make nor permit any disturbing noises in their premises or elsewhere on the premises or common areas.
- If Landlord has (a) evicted a person; (b) told that person that he/she is not allowed on the property or common areas; (c) informed Tenant that said person is not allowed to enter in, on or upon Tenant's dwelling unit or any common area, then Tenant is prohibited from inviting, and/or allowing, said person in, on or onto the dwelling and/or any common area.
- Tenants are responsible for the actions of their families and guests. Radios, televisions, stereos, musical instruments, appliances, or any other noise producing devices shall not be played, permitted to be played, or used so as to disturb the neighbors, with particular emphasis between the hours of 10:00 pm and 7:00 am.
- Any destruction to the building or landscaping or stealing of any items furnished throughout the common areas is grounds for termination and/or eviction.
- Landlord reserves the right of architectural and aesthetic approval of all areas visible to the public, including patios, balconies and landing areas.
- Vacuum cleaners, dishwashers, disposals, or other noise producing appliances shall not be operated between 10:00 pm and 7:00 am.
- No one shall be permitted on the building roof except in the case of an emergency.
- Waterbeds are not permitted without Landlord's prior written consent.
- Tenant(s) must promptly report to Landlord the malfunction of any appliance or damage to any furnishings or fixtures. The cost of work performed for repair of damage caused by the negligence or misuse of the premises and/or its contents by the Tenant(s) and/or the Tenant(s)'s guests, and/or any abnormal wear to the premises and/or its contents caused by the Tenant(s) and/or Tenant(s)'s guests, will be charged to the Tenant(s).
- Additions, modifications, alteration or painting of the premises, the building or the landscaping is not permitted without written permission.
- Any alteration or replacement of locks must be approved by the

Landlord in writing, and any lock that is to be installed and/or utilized in or at the premises must be provided by the Landlord. Dead bolts, patio door locks, and window locks other than the ones you currently have may be obtainable from the landlord. . . . Call us and we'll attempt to find out for you. If Tenant(s) changes any locks without Landlord's consent, Landlord is expressly authorized to remove and replace said lock.

- Only UL approved cords are permitted for electrical appliances or lighting fixtures. Tenant shall not overload the circuit breakers. Tenant shall use the dwelling's primary heat source to heat the dwelling unit.
- Foreign objects shall not be placed in toilets. The Tenant(s) must provide, and utilize when necessary, a toilet plunger.
- Tenants shall not use adhesives, tapes, or molly bolts on walls, doors and cabinets.
- Tenants, occupants, and guests shall not interfere with the Landlord's management of the property. Tenants, occupants and guests shall not verbally or physically threaten, harass, assault, batter, abuse, and/or yell at, scream at, and/or intentionally intimidate, the Landlord, Owner, and/or persons representing and/or assisting the Landlord or Owner, including, without limitation, employees, agents, contractors, subcontractors, repair or maintenance personnel.
- Landlord and Landlord's agents retain control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined in ORS 164.205 (5). Common areas shall include, without limitation, any locations shared by Tenants, such as laundry rooms, courtyards, hallways between dwellings, building entry ways, and parking lots. This clause may not apply on property where there are no areas commonly shared by multiple Tenants (e.g., most single family detached dwellings).
- Landlord may exclude from the premises or common areas any persons who have been previously evicted from any dwelling unit or garage in the community, and/or who, in Landlord's sole judgment, has been violating the law, violating a Rental Agreement or any rules, or disturbing other Tenants, neighbors, visitors, or Landlord representatives. Landlord may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a Tenant, occupant, or guest of a specific Tenant(s) in the community. If, after notice to Tenant(s), Tenant(s) allows any excluded person to enter, remain in, and/or occupy Tenant(s)'s dwelling unit and/or any garage or storage space, said allowance shall constitute a material breach of the Rental Agreement and shall provide a valid basis for terminating Tenant(s)'s tenancy.
- Tenant(s) shall not participate, in any manner, in any endeavor or enterprise, commercial or otherwise, pursuant to

which Tenant(s) offers to allow, and/or actually allows, any Non-Tenant(s) to occupy any portion of Tenant's dwelling unit, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights). Tenant(s) shall not represent or advertise, whether verbally, in writing, or in any electronic media or medium whatsoever, that Tenant's dwelling is available for occupancy, for any period of time whatsoever, by any Non-Tenant(s), if said occupancy is, or will be, in exchange for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights)

#### **VEHICLES:**

- Vehicles which are determined to be abandoned, substantially inoperable, parked in "no parking" areas, left in one spot for more than fourteen days without moving, and/or otherwise parked in violation of the rules and regulations, existing signage, or other applicable laws, will be towed away at the vehicle owner's expense. Do not park on grass, landscaped areas, block ingress or egress, or park in reserved spaces (unless reserved unto you).
- Tenants shall observe "no parking" areas designated by red curbs and/or parking signs. No vehicles of any type will be permitted to be driven or parked on any fire lane at anytime. Vehicles shall not be parked in front of any garbage or recycling containers on any day that garbage or recycling is scheduled to be picked up.
- Vehicle repair, restoration and/or washing is not permitted on the property.
- Parking spaces shall not be used as storage sites for appliances, furniture, auto equipment, etc.
- No oversized vehicles (vehicles larger or wider than a Ford F350 Supercab) shall be parked in the parking lot.
- You are not permitted to keep more than \_\_\_\_\_ vehicle(s) on or upon the parking areas at any given time without Landlord's prior consent.

#### **BALCONIES, PATIOS AND LANDING AREAS:**

- Only outdoor furniture which is specifically designated as being suitable for outdoor use by its manufacturer is permitted on balconies and patios.
- Balconies and patios are not to be treated or used as storage areas. Landlord reserves the right to prohibit storage of personal property on balconies. No personal property shall be suspended from balcony overhangs.
- Tenants shall not sweep, shake dust mops, or throw anything out of the windows, off balconies, or onto patios. Balcony plants must be kept in pots which prevent water from dripping on balconies and patios below.
- Tenants shall not hang laundry, clothing, towels, or bedding on balconies, patios or windowsills.

#### **ACCESS**

In the event that the Tenant locks himself/herself out of his/her premises, and seeks assistance from Landlord to regain access,

Tenant(s) must provide sufficient identification so as to verify that the Tenant is, in fact, a Tenant of the premises before any door can be unlocked. Landlord, and/or Landlord's agents providing assistance with regaining access to the premises after any such lockout, shall be entitled to charge Tenant(s) for providing assistance in regaining access to the premises.

#### **REFUSE DISPOSAL**

- Refuse must be wrapped and deposited in the dumpster or, if applicable, recycling bin(s). Caution must be taken not to put any flammable materials in garbage.
- Refuse may not be left in breezeways, stairwells, or garages/carports.
- No volatile or flammable materials may be disposed of in the dumpster.

#### **AIR CONDITIONERS AND WINDOW COVERINGS:**

Tenants shall not install any air conditioner units when any portion of the air conditioner unit, or its appurtenances, are visible anywhere from the front of the building. No air conditioner unit shall be installed anywhere else in or on the dwelling unit without the express written consent of the landlord, which may be withheld for any legal reason.

Except for those blinds provided to Tenant(s) by Landlord, no window coverings shall be installed, maintained or displayed in, on or upon any window or glass door if said window covering(s) can be viewed from the exterior of the building. Do not place any sheets, blankets, plastic, cardboard, paper, foil, foam or any other such items over the interior or exterior of any windows or glass doors.

#### **RECREATION:**

The parking lot is not suitable for, and is therefore not to be used for, any activities which involve and/or require the use of small wheels, including, without limitation, roller skating, roller blading, riding scooters, bicycling, etc. Tenants expressly acknowledge that the driveway has cracks, and that these type of activities can be pursued elsewhere in the neighborhood without having to pursue these activities in or on the parking lot. If Tenant(s) and/or their guests or occupants violate this rule, Tenant(s) and/or their guests or occupants expressly assume the risks of injury or death associated with the violation of this rule and shall hold harmless and indemnify Landlord from and against any and all claims arising pursuant to any of the uses prohibited by this paragraph and/or arising out of any claim arising to the terms and conditions found in this paragraph.

- Wading pools, sand boxes, swing sets, or other large play equipment are not allowed to be set up, used or stored in any common area(s).
- Do not leave unattended recreational toys, sporting goods, or similar equipment on or upon any common areas.
- If you do make a mess, then clean up any mess you make, including chalk marks, oils stains, food stains, et cetera.

#### **LANDSCAPING AND YARD MAINTENANCE:**

- Do not store or place any personal property upon the lawn or in plant beds which will damage or destroy grass or vegetation.

- Tenant and his/her guests shall not interfere with other Tenant's/guests quiet use and enjoyment of the swimming pool, spa and sauna.

No pets are allowed at the premises without the express written consent of the landlord. This includes the pets of your guests. Visitors with pets in their vehicles will not be allowed to enter the premises. Tenant(s) shall not put any pet food or water, or food or water intended for pets, anywhere outside of the dwelling unit and/or in or upon any common areas.

Water is not to be used for recreational purposes, washing cars, filling pools, etc.

- Tenant(s) shall use all exercise, fitness and play equipment in the manner for which it was intended.
- Tenant(s) shall not overload or over burden any exercise, fitness or play equipment.
- Tenant(s) shall obey all signs and instructions provided to Tenant(s) and/or located in, on, or near any exercise, fitness, or play equipment.
- Tenant(s) shall not use, and shall immediately report to landlord, any damaged exercise, fitness, or play equipment.
- Tenant(s) and his/her guests acknowledge that he/she/they are using the exercise equipment and play areas at their own risk, and expressly assume all risks associated with such use, including the possibility of severe physical harm, injury or death.

- State laws limit the use of pools, spas and saunas by children unless supervised. All Tenant(s) must follow such laws.
- NO LIFEGUARD IS ON DUTY AT THE POOL, SPAS OR SAUNAS
- BRING A FRIEND - do not swim alone
- Non-swimmers and children under 14 need responsible adult supervision.
- Tenants should not use any swimming pool, spa or sauna if the Tenant has any special health conditions which increase the likelihood of risk or injury
- Any person with any disease which can or may be transmitted via water is prohibited from using the swimming pool, spa and sauna
- No food, drink, gum, trash, debris, glass containers, electrified items, cut-off jeans, suntan oil, pets, and smoking substances are permitted in the swimming pool, spa and sauna
- Running and horseplay is prohibited in and around the swimming pool, spa and sauna

Tenant(s) amenities, including, without limitation, any pools, fitness rooms, clubhouses, hot tubs, spas, business centers, computer rooms, and/or recreational facilities (hereafter, "Amenities") are made available to Tenant(s) as a revocable privilege and license, and not as a contractual right. Said privilege is made expressly contingent upon Tenant(s)'s compliance with all terms and conditions contained within the parties' Rental Agreement, together with any Addendums thereto, and with any posted rules or regulations. Said privilege may be revoked by Landlord at any time for any lawful reason, including, without limitation, Tenant(s)'s breach of any of the terms, conditions, rules or regulations contained in the parties' Rental Agreement, Addendums, and/or rules/regulations. Landlord further reserves the right to set the permissible times for use of any Amenities and to change the character of, limit the use of, and/or terminate any Amenities, without notice, based upon the needs of Landlord, and no such limitation, change or termination shall constitute a breach hereof. non-compliance with this Agreement. Tenant(s) is not a co-insured under, and has no rights to, Landlord's insurance policies. Except to the extent required by law, Landlord is not responsible for, and its insurance does not cover damage or destruction to, Tenant(s)'s property.

### OTHER PROVISIONS: