

**RULES AND REGULATIONS  
FOR  
POINTE WEST**

Welcome to Pointe West. We have adopted the following rules and regulations so that you may enjoy the use of the Premises in a pleasant and enjoyable manner, and also to create a basic understanding between Tenant and Landlord, or its designated agents or employees (hereinafter "Management") regarding the responsibilities of each. Many rules that govern the Building and Premises were established by state and local governmental agencies. The following rules and regulations supplement, but do not replace, those established by law. Upon reading these rules and mutually agreeing to abide by them, both Tenant and Management will sign the accompanying agreement form. As provided by law, these rules and regulations may be amended from time-to-time during the course of your tenancy upon thirty (30) days written notice to Tenant.

**BASIC RENTAL AGREEMENT**

1. Tenant, and those claiming by, through, or under Tenant, must comply with all terms and conditions of the Rental Agreement, these Rules and Regulations, and other agreements entered into with the Landlord and/or Management.
2. Tenant agrees to indemnify and hold harmless Management and/or Landlord from and on account of any and all damage to property or personal injury by fire, theft, or accident to any person(s), or to the merchandise or property of any person(s) arising from the failure of Tenant to keep the Premises in good condition as herein provided, or arising from the negligence of any Co-Tenant and/or his/her guest or by an owner or occupant of adjoining or contiguous apartments. Tenant's agreement to indemnify and hold harmless shall include costs and attorney fees incurred by Management on account of any such damage or injury described above. Tenant agrees to pay for all damages or injuries to Management or other resident, their guests and families caused by the Tenant or his/her family or guests, whether by negligence or misuse of the Building property or its facilities or otherwise. Tenant is required to carry rental insurance coverage.
3. Tenant must provide Management with his/her telephone number, even if that number is unlisted. This number will not be given to anyone not affiliated with the Management of the Building.
4. Landlord reserves the right, from time-to-time, to revise, amend, or modify the contents of these Rules and Regulations. Tenant will be notified of the rule revision thirty (30) days prior to the revision or addition to the rules being effective. A copy of the revision or addition will also be posted in the Building's entrance. It is understood and agreed that the distribution of a revision or addition to the rules to each Premises and the posting of such in the Building's entrance will be deemed sufficient notification, and Tenants will govern themselves accordingly.

**RENT**

1. **Tenant shall, at the time of the lease signing, elect a monthly method of payment for the duration of the leasing period. Said method of payment shall determine the rent amount owed to the landlord under the lease. Payment methods shall include automatic electronic transfer of funds; cash, check, or money order; or credit card.**
2. If rent is not received by 12:00 p.m. on the 1<sup>st</sup> day of the month an additional twenty-five (\$25) dollar late fee will be charged. Late fees will be due with the following month's rent payment, no exceptions. Repeated late payments will be cause for eviction. Any rent payment marked or received after 12:00 p.m. on the 1<sup>st</sup> day of the month which does not include the full monthly payment plus applicable late fee or fine, WILL NOT be accepted.
3. Tenants will be charged twenty-five (\$25) dollars for each funds transfer, or personal check paid to Landlord, if it is denied or returned from the bank for any reason. Returned check fees will be due with the following month's rent payment, no exceptions. After one returned, Management may require payment by cash or money order.

**TENANT'S DUTY TO MAINTAIN**

1. It is the responsibility of Tenant to maintain the Premises in as good or better condition as when Tenant took possession, comply with all obligations primarily imposed upon Tenant by applicable provisions of the city, county, and state codes materially affecting health and safety, and not destroy, deface, damage, impair or remove any part of the Building or knowingly permit any person to do so, and conduct himself/herself and require other persons in the Building with his/her consent, to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment of the Building.
2. If Tenant's failure to comply with the Rule 1 above materially affects health, safety, comfort or causes destruction or disrepair and Tenant fails or refuses to correct such failure or make repairs promptly as conditions require, or within seven (7) days after written notice from the Management, whichever is first, Management may enter the Premises and make the repairs and correct deficiencies and submit an itemized bill of the costs as additional rent. All

such charges will be due as additional rent on the first day of the month following billing.

### **GENERAL PREMISES/BUILDING UPKEEP**

1. Tenant must use reasonable care and keep sanitary and clean the plumbing fixtures. No diaper liners, diapers, tampons, or sanitary napkins are to be flushed down toilets.
2. Tenant will not place hot utensils on countertops, or use countertop as a cutting board.
3. Tenant is responsible for clearing blockage from all drains during occupancy and should be careful to not allow such items as grease, coffee grounds, toys, etc. to go down drain.
4. Tenant should not perform any rewiring in Premises, or use extension cords from portable electric fixtures to outlets. Tenant should not knowingly overload the circuitry.
5. Tenant will have any and all electronic equipment, including but not limited to computers, printers, televisions, media players, stereo equipment or components, plugged into a surge suppressor or surge protector.
6. Tenant shall use proper cleaners, waxes, and sponge mops on floors.
7. Lightbulbs are provided at the beginning of the tenancy. Tenant will replace lightbulbs with appropriate wattage as needed during tenancy.
8. Tenant will timely report any defects in plumbing, electrical, heating/cooling systems, appliances, fixtures, or equipment to Landlord during working hours.
9. Pursuant to applicable housing code requirements, Landlord hereby acknowledges the installation of a smoke alarm in the Premises which is in good working order at the beginning of the Rental Agreement. Tenant hereby acknowledges his/her liability for the continued maintenance of the smoke alarm. Tenant will not remove batteries or in any way tamper with, alter, or remove any smoke detector in the apartment. Notification by Tenant of an inoperable smoke alarm shall be in writing to Landlord at Landlord's office.
10. Tenant is not authorized to paint or alter the Premises.

### **USE, OCCUPANCY, GUESTS, & PETS**

1. The Premises is to be used as a personal residence only. No commercial or unlawful use of the Premises is permitted.
2. Tenant is at no time to allow children under the age of twelve (12) to remain in Building unattended. Children are not allowed to play in hallways, and shall not disturb the quiet enjoyment of other tenants.
3. At no time can the total occupancy of the Premises exceed standards allowable by City Code.
4. Guests of Tenant may not stay in the Premises for a period of more than seven (7) nights per month. Written notice of guest's name must be given to Landlord.
5. All guests or invitees of Tenant must adhere to all of the Rules and Regulations.
6. Animals or Pets are not allowed anywhere in the Building at any time. The only exceptions are for Handicap aid animals, which Tenant would be responsible for any and all damage created by said animal.
7. Non compliance with rules regarding pets shall be subject to a \$250 fine and tenant must be in compliance with the pet policy within seven (7) days, failure to comply will result in a fine of \$25 per day until compliance is established.

### **UTILITIES AND SERVICES**

1. Garbage will be collected at least weekly on a designated day. Tenant is responsible for transporting trash From the Premises to receptacles provided by Landlord. Tenant will remove garbage from premises in a timely manner.
2. Tenant shall not store garbage, refuse, or recyclable materials on the deck or patio.
3. The responsibility for providing service to Tenant is the sole responsibility of each utility or service company. Tenant will ensure that the electric utilities provided by Cedar Falls Utilities are in the Tenant's name at the beginning of the lease. Tenant will pay all deposits and bills collected by the utility companies. Tenant will not tamper with meters or equipment. There will be no outside antennas on yard of any kind allowed, unless approved in writing by Management.

### **PREMISES ACCESS AND LANDLORD'S RIGHT OF ACCESS**

1. Tenant is provided one set of keys to the Premises. In the event of a lockout, Tenant has the option to call locksmith or Landlord. Landlord charges \$25 for this service per occurrence between the working hours of 9:00 a.m. to 5:00 p.m. weekdays, and \$50 in the evening, weekends, and holidays. Tenant agrees to pay \$50 for relocking if any time during tenancy keys are lost or stolen. For each key not returned at the end of the Rental Agreement there will be a \$25 charge.

2. Management shall have the right, subject to Tenant's consent which shall not be unreasonably withheld, to enter the Premises in order to: inspect; make necessary or agreed repairs, decorations, alterations or improvements; show the Premises to prospective or actual purchasers, mortgagors, tenants, contractors, or in case of an emergency to prevent damage to the Premises or Building in response to an emergency situation; and/or if Tenant has abandoned the Premises.

3. Unless specifically requiring presence, Tenant hereby grants Landlord consent to enter the Premises without further notice to complete repairs requested by Tenant.

4. Landlord reserves the right to make periodic inspections of Premises with proper notice to Tenant in order to ensure desired standards of maintenance and cleanliness are being maintained.

#### **VEHICLES, PARKING, AND RESTRICTIONS**

1. Tenant is allowed one parking space per Premises. Tenant must keep car from dripping oil and grease.

2. Parking is allowed in designated areas. Parking in a non-designated areas such as sidewalks, handicap spaces, grass areas, etc. will result in removal by towing at vehicle owner's expense.

3. Trailers, boats, recreational vehicles, etc. may not be stored in parking areas.

4. Vehicles are not be washed or repaired on Premises.

#### **COMMON AREAS AND OTHER AMENITIES**

1. Laundries are provided for the convenience of Tenants. It is the responsibility of all Tenants in Building to keep this area clean, including machine features such as lint filters, and to remove your laundry from machines in a prompt and courteous manner. Landlord is not responsible for any items lost or stolen from this area.

2. Tenants are responsible to keeping yards, hallways, stairways, landings, and entries clear and clean at all times. Storage of items in these areas is prohibited. Tenants are required to clean up accidental spills immediately.

3. Mailboxes are located in the Building's entry. Tenant is advised to promptly pick up mail and newspapers, and dispose of unwanted items appropriately. Posting of notices or announcements is prohibited unless approved by Management.

4. Tampering with smoke alarms, fire extinguishers, or fire alarms in common areas is expressly prohibited and subject to a \$250 fine.

#### **SEVERE WEATHER PROTECTION**

1. Tenants are directed to seek shelter from severe weather conditions such as tornadoes in the lowest level of the Building.

2. During severe weather, Tenant and all other non-Tenants in the Building are responsible for taking their own safety precautions.

#### **SPECIAL PROVISIONS REGARDING ILLEGAL DRUGS**

1. If you observe any of the following items, you must report them to the Management: Unusual odors; persons who appear to be under the influence of drugs; pipes for smoking drugs; scales for weighing drugs; other drug paraphernalia; what appears to be illegal drugs; an excessive amount of traffic coming and going; or other suspicious activity that suggests illegal drugs are being used, stored, purchased, sold, or delivered on the premises. If deemed appropriate, suspicious activity will be reported to the local police department and the Federal Drug Enforcement Agency.

2. These Rules and Regulations prohibit any illegal activity in the Building, including the use, transfer, possession or creation of illegal drugs. Any Tenant who violates said provision of the Rules and Regulations will have his/her Rental Agreement immediately terminated.

#### **FINES**

All violations of the above Rules and Regulations will be enforced by a \$25.00 fine, unless otherwise stated, from Management due with the next rent payment due following notice of fine. This fine does not take the place of other action which may be taken by any peace officer of Cedar Falls or Black Hawk County such as fines, or towing or other remedies available to Management. All such fines will be due as additional rent on the first day of the month following billing. If fine is not paid by Tenant and there is a subsequent eviction or other termination of tenancy, the fine will be deducted from Tenant's security deposit. Tenant is responsible for his/her guest's actions and will be fined for such when applicable. Failure to pay fines will be treated as a failure to pay rent. Repeated violations of any Rule or Regulation will be cause for eviction. Fines will be assessed either by Landlord viewing the violation and determining in Landlord's sole discretion that it is a violation, or by two adult Tenants living in different apartments signing statements describing the specific violation of the Rules and Regulations and identifying the offender.

**MISCELLANEOUS**

- 1. Waterbeds may be utilized only with written permission of Landlord. Landlord will require Tenant to provide a copy of waterbed insurance policy before granting permission.
- 2. No keg beer allowed in Building at any time, including empty kegs, tappers, coolers, etc.
- 3. Tenant or Tenant's guest(s) found guilty of vandalism to Building and/or its Tenants and/or their property will be held fully responsible for any damage or injury thereto. A conviction of vandalism may result in Tenant's immediate eviction from Building. Any non-Tenant or person found guilty of vandalism to the Building and/or its Tenants and/or their property may be permanently barred from entering Building.
- 4. Tenant is expected to keep the Building and parking area free from disturbing noises of any kind at all times. Loud talking and excessive or abnormal volume of television, radio, and stereos will not be tolerated at any time of the day or night.
- 5. Any noise or alcohol violations by tenants or guest in respect to loud and destructive parties will be fined \$250 if police issue any warning or ticket..

**WE WILL BE GLAD TO DISCUSS ANY QUESTIONS YOU MAY HAVE AS WE SINCERELY APPRECIATE YOUR COOPERATION.**

**ACKNOWLEDGMENT**

Tenant acknowledges that he/she has read and understands pages one through thirteen of the above provisions and that Tenant was offered the foregoing Rules and Regulations prior to occupancy and hereby acknowledges the receipt of a copy hereof. Rules will be updated regularly on our website @ [Pointewestcf.com](http://Pointewestcf.com) It is your responsibility to familiarize yourself with the updates.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
By:  
Its: Manager

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

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Tenant