



## Community Policies And Rules

*This document serves as an addendum to your lease.*

So that all tenants (hereinafter, “Residents”) may derive the fullest possible enjoyment from their respective apartments, each Resident of the Village Apartments community (the “Village community” or “community”) must observe the following rules:

### **Email Notification**

- The Landlord (the “Village”) uses email to communicate with our Residents. The Village will send various email notifications regarding maintenance, grounds, vehicles, events, newsletters and more. We ask that Residents check their email on a regular basis so you are aware of happenings around our community.

### **Smoking**

- No smoking is allowed anywhere on the property or in any apartment unit by any tenant or any guest. This includes in your vehicle in the parking lot. Smoking on Pioneer Road would be permitted because you would be on city property. Conservative vaping is allowed [but not in the Clubhouse.

### **Pets/Animals**

- The Village is a pet friendly property. The definition of a “pet” is a dog, cat, or fish that the Village approves to live at the Village. Service animals/support animals kept by those with disabilities, as contemplated by the Americans with Disabilities Act and Fair Housing Act, are still required to abide by the same rules and regulations as non-service animals except any rules and regulations modified as an accommodation.

- ***Before animals, whether visiting or living permanently, may be brought onto The Village Rexburg property, the tenant keeping or hosting the animal must submit an Animal Application, obtain the Village’s consent, pay the applicable animal fees and obtain renter’s insurance. The animal must meet our minimum requirements, visitor animals included. Refer to the Animal Application for more information. The Animal Application is an addendum to the Lease. The Village reserves the right to modify such requirements on a case-by-case basis as an accommodation to those with disabilities.***

- Fish tanks over five (5) gallons are not permitted.

- Animals may only relieve themselves in designated animal waste areas. Violators will be fined and/or are subject to eviction.



- All animals must be kenneled when owners are not home. All animals should be box or potty patch trained for times of emergency.

### **Recreational Facilities**

These facilities are available for use during the hours posted and are subject to change at any time.

- Policies for each room are established and posted outside each room. These policies reflect local government ordinances as well as sound management practices.
- Smoking and consumption of alcoholic beverages is prohibited inside the clubhouse or anywhere on the outside of the property.
- Children under 14 years of age must be supervised by a responsible adult of 18 years of age or older while using recreational facilities.
- In order for all Residents to be able to use the facilities, we ask that you limit your guests to two. You are responsible for the acts and activities of your guests while using the recreational facilities. If you have more than two guests, you must do a paid reservation through the office.
- Resident identification may be requested by Village management at any time to ensure that only Residents and their guests use the facilities.

### **The Clubhouse**

You may request limited reservation of the clubhouse. Please see management office for details. The following policies must be observed when using the clubhouse for private use.

- Your reservation only pertains to one room of the clubhouse and does not preclude other Residents from using the other rooms of the clubhouse.
- Advance reservations for the clubhouse must be made with the office. A non-refundable fee and/or deposit made payable to the Village may be required to reserve the clubhouse.
- The clubhouse will be inspected the day following your function. If a deposit was paid, it may be refunded as long as there has been no damage, the clubhouse has been left in a neat and clean condition and all policies and rules are observed.
- No overnight stays in any area or room of the clubhouse.
- You are responsible for the acts and activities of your guests.
- No smoking in or outside of the clubhouse or anywhere on the property.
- No alcoholic beverages may be consumed inside the clubhouse.
- No removing of any item inside the clubhouse from the clubhouse.



- If you purchase items from the honor system pantry, you must write up a charge ticket or pay cash. For example, do not take items now and pay for them next week.

### **Parking, Motor Vehicles and Bicycles**

- All bicycles are required to have a numbered permit. These are available in the office free of charge. Bike racks will be checked periodically and any bikes found without permits will be removed from the bike rack until a numbered permit is obtained and applied to the bike. Bikes not claimed within 3 days will be disposed of by the Village.
- All motor vehicles are required to be parked in designated parking stalls only. Visitors should be directed to park only in "Visitor Parking." We reserve the right to immediately tow all vehicles parked in areas or stalls not specifically designated for their use. Such areas include yellow or red curb areas, areas marked "No Parking" and/or fire lanes and any areas that obstruct dumpsters, driveways and/or walkways; as well as handicapped stalls.
- While driving within the community, you must not operate your vehicle at a speed in excess of 5 miles per hour. Please be respectful of other tenants enjoying the grounds and obey all traffic signs.
- Automotive maintenance and repairs are not permitted within the community.
- Inoperative vehicles, which include vehicles with expired licenses or registrations, are not allowed and will be towed at owner's expense.
- Storage of any items in a parking stall or carport is not permitted.
- Recreational vehicles, boats, trailers, and un-mounted campers may not be parked or stored inside the community. There is a parking area to the north of Buildings 1 & 2 that these items may be parked for a small monthly fee with written approval by Landlord.
- Owners of cars with gasoline, coolant or oil spillage will be responsible for the cost of asphalt cleanup and/or replacement as deemed necessary by Village management.
- Vehicles found to be leaking hazardous materials will be asked to remove the vehicle from the property until problem is corrected.
- A motorcycle may not occupy an entire parking stall unless it is the Resident's sole form of transportation. If a Resident has both a motorcycle and a car/truck, the motorcycle must be parked in "Motorcycle Parking." Motorcycles may not be parked on sidewalks, patios, lawns or in walkways in the parking lot. ALL motorcycles MUST be street legal in the state they are registered, NO dirt bikes will be allowed!
- You must park your vehicle so your bumper is just back from the curb, whether it be sidewalk or grass. Our lawn care and snow removal equipment must have the entire sidewalk to travel



on safely. If your bumper is over the curb we cannot do the lawn care or snow removal properly. If you are too far forward our equipment could snag your license plate.

### **Parking, Motor Vehicles and Bicycles continued**

- The number of parking spaces available to Residents and visitors are limited. In order to ensure availability, a maximum of one (1) registered vehicle per licensed Resident is allowed. In some cases a third vehicle may be kept on the property with a small fee.
- Each apartment has one, free of charge, reserved parking stall within reasonable walking distance. If there is a second vehicle, it must be parked in an unreserved stall. All unreserved stalls are first come first serve. It is your responsibility to keep the signage free of snow in the winter so others may know it is a reserved parking space.

### **Patios, Balconies and Common Areas**

- You must keep your sliding doors and windows closed and locked during your absence to protect against damage from rain and potential loss due to theft.
- Patio area must be kept neat and orderly. All weather furniture is permitted. Patio covers, either temporary or attached to the building are prohibited.
- Storage of any kind other than weather-manufactured furniture and accessories or working bicycles is prohibited. No more than two working bicycle's can be stored on the balcony.
- Leaving garbage or diapers outside your door or on your balcony to take to the dumpster later is prohibited. As you may or may not know trash and other waste attract pests that are generally considered unhealthy. Leaving trash outside also brings with it some very unwelcome odors and in general detracts from the community's appearance.
- Containers for "recycling" bottles, cans and paper must not be kept on the patio. No mops, rugs, tablecloths or clothing shall be shaken, cleaned or left in any of the public areas, or any window, door or patio.
- Seasonal decorations may be installed or hung from patio areas, provided such decorations do not violate insurance or city fire codes. Seasonal decorations are to be removed at season or holiday end.
- Satellite dish installation is prohibited.
- Patio/balcony must not detract from the community's appearance. Resident shall, upon 24 hour notice, remove all such personal property and refrain from storing the same on the patio/balcony. If the items in question are hazardous, flammable or potentially dangerous, Village management may remove the items after the 24 hour notice has passed without the Resident moving said items.



- Exterior windowsills and ledges shall not be used for storage of bottles, food, etc.
- Residents are not permitted to place aluminum foil, reflective material, dark shades, cardboard or other window coverings of any kind other than the standard vertical blind on the windows.
- Plastic or ceramic planters are permitted.
- While we cannot possibly make a list of every item that is permitted and not permitted on your balcony we do ask that when in doubt call the office first. If you are planning to build any items on your balcony to be stored on your balcony you must get prior written approval from Village management first. Any damage including stains on the patio/balcony area will be charged to the tenant at move out.
- International fire code will not allow BBQ grills to be used within 10 feet of any building. BBQ's are only allowed to be used on *ground floor garden style* apartments when placed 10 feet away from the building. Buildings with garden style apartments include buildings 5 & 8-13 only! Community BBQ's are available on the patio south of the clubhouse for the residents enjoyment. Please follow the posted Grill Rules if using the Community BBQ's.
- It is the Resident's responsibility to put something under their BBQ grill to protect the sidewalk or concrete from drippings. We suggest using cardboard, foil or something similar.
- Do not dump grease or left over food in the grass, shrubs, bushes or rock beds. Doing so attracts unwanted pests that may enter your apartment and will also kill grass and shrubs. Do not pour grease over your balcony.

#### **Patios, Balconies and Common Areas Continued**

- Do not dump hot ashes or coals in the dumpster. Wait 24 hours and then dump them or if using the Community BBQ's, put them in the Hot Coal Bin. Do not dump ashes in shrubs, rock beds, grass or on sidewalks.
- Residents are responsible for bringing into their apartments their personal belongings. Any items left in common areas within the community will be removed from the community and disposed of by the Village.
- No sign or placards shall be posted in or about the apartment without written permission of the management. A community bulletin board is available in the clubhouse. See management office for details.
- The patio/balcony area is not a designated animal potty area and if it is found that you are letting your animal use the patio/balcony as such you will be fined \$50.00 per incident, and at landlord's discretion, failure to clean up animal waste is grounds for eviction. (Please refer to our Animal Application for further information on animals).



### **Keys**

- It is required for Village management to have a key to your apartment in case of emergency. Should you lose or misplace your door or mailbox key, there will be a charge for each new key. The charge will be \$10.00. If Village management has to replace the complete lock/key combination the charge is \$200.00.
- Locks may not be installed or changed by the Resident. Security devices may not be installed by the Resident without Village management's prior written approval.

### **Lock Outs**

- A fee of \$50.00, in cash, will be charged on all lockouts occurring after regular office hours, which are 9 a.m. to 5 p.m. Monday through Saturday. If on-site staff is unavailable to assist with lockouts, the Resident is responsible for charges incurred for service rendered by a locksmith.

### **Guests**

- Residents are financially responsible for the actions of their guests, agents and invitees. If a guest is going to be bringing an animal onto the property to visit, you **MUST** have prior approval from Landlord, and provide a copy of current vaccinations **BEFORE** the animal is brought onto the property. Animals that are too young for rabies will be **NOT** allowed onto the property! Failure to follow through with these rules will result in a \$1,000 fine and/or eviction. Refer to your Lease and the Animal Application for more information regarding animals.
- Residents and their guests shall not play or run in public halls, stairways, sidewalks, garage or parking areas.
- Guests are required to park in designated "Visitor Parking". Should guests not park in the designated spaces, they are subject to being towed and/or booted at the Resident's and/or Visitor's expense.

### **Appliances and Fixtures**

**Cleaning: DO NOT use Magic Erasers on any painted wall in your apartment!**

### **Dishwashers**

- Please do not overload dishwasher. Rinse dishes before putting in dishwasher. Use only detergents made for automatic dishwasher; we recommend Cascade powder detergent.

### **Disposals**

- Turn on cold water before starting your disposal and allow water to run at least 15 seconds after grinding is completed. Do not insert fibrous food waste such as cornhusks, artichoke leaves, celery stalks, bones, egg shells, etc. Prevent plumbing stoppage by **NOT** pouring grease into drains or disposals. If your disposal stops, check the reset button on the garbage disposal located underneath the sink on the unit- before calling the maintenance department.



### **Range**

- When using the Auto Clean feature on your self-cleaning oven, DO NOT place anything on top of the stove. The Auto Clean feature, when activated, will lock the door to the oven and get very hot. Placing any item on top of the stove could cause item to ignite and then causing a fire in the kitchen. The Auto Clean process takes about five hours from lock to unlock. The door will automatically unlock when the oven is cool enough to not hurt someone.

### **Refrigerators**

- Please do not use sharp objects to defrost your refrigerator, as they will puncture the freezer walls. Please do not use abrasive cleaning supplies to clean your refrigerator.

### **Washer and Dryer**

- Your apartment comes equipped with a washing machine and dryer. Village management will explain its operation to you upon move-in if you require it. It is imperative that you do not overload either appliance as appliance failure can lead to either fire or flooding of the apartment. You are responsible for all such damages. You should never operate either appliance without being home for its full cycle.
- Small items such as baby socks or bra pads should be washed inside a netted laundry bag. These items can get sucked into the pump and will cause damage. Netted laundry bags can be found in the same areas as irons and ironing boards in your local department store.
- Cost of any repair or service on appliances and/or fixtures due to their misuse by Resident will be charged to that Resident; as will any damage caused by misuse.
- The lint filter on the dryer must be cleaned after each use. Failure to clean out after each use could cause clothes to take longer to dry and cause fire.

### **Water Heater**

- According to state law, the water heater in your apartment is set at 120 F. The temperature cannot be altered by Residents or Village management. For safety reasons, no items shall be stored near or on top of water heater.

### **Fire Suppression System**

- Per the lease agreement, it is the Resident's responsibility to keep a working battery in each smoke detector in the apartment. If the smoke detector beeps that generally means the battery needs to be changed.
- Some burning food will set off a smoke detector. As soon as the apartment windows are opened and the apartment has aired out, the smoke detectors should stop beeping.
- If there is an actual fire, the sprinkler system will activate and water will come from the sprinkler in the room with the fire. Anytime a sprinkler activates, you can guarantee the



apartments below will be flooded. Any flood cleanup is the financial responsibility of the Resident causing the problem.

- Do not hang anything from the fire sprinklers inside your apartment.

#### **In-Window Air Conditioning Units**

- In-window air conditioning units are not permitted. Only 2<sup>nd</sup> and 3<sup>rd</sup> floor units have central air conditioning. Residents may place a fan in the window on a temporary basis.

#### **Televisions, Stereos and Appliances**

- Please respect the privacy of your neighbors. Parties, televisions, stereos or radios that can be heard outside the perimeter of your apartment are not permitted.
- Between the hours of 10 p.m. and 8 a.m., please refrain from vacuuming, using your washer and/or dryer or engaging in other activities that can be heard outside the perimeter of your apartment.
- If you find your gathering is running longer than 10 p.m., please move to the clubhouse where such activities are welcome.
- Remember that not everyone keeps the same hours you do. Please be respectful of your neighbors and they will be respectful of you.

#### **General Maintenance**

- Please report any needed repairs in your apartment to Village management immediately. Requests may be made via the Village website Tenant Portal at [www.thevillagerex.com](http://www.thevillagerex.com) or through the Tenant Portal activation link you were emailed.
- Whenever we enter your apartment to perform work, we will leave a maintenance tag to let you know what we have done.
- Emergency maintenance is provided 24 hours a day. **After office hours, call 208-360-0180 for emergency maintenance requests.**
- Each apartment has a new furnace filter at move-in. These need to be changed every 30 to 60 days dependent upon usage. Filters can be installed by Village maintenance department for \$10.00.

#### **Move-in Procedure**

- Please call the office to schedule a move-in time. You will receive a welcome letter via email approximately 7 to 10 days before your scheduled move-in date with all your move-in information.
- Driver's license or picture ID and vehicle license plate number must be available before keys and parking passes can be given to a Resident.





- Gas and electric utilities must be transferred to the Resident's name at least 24 hours before move-in.

#### **Move-out Procedure**

- Move-out cleaning will be done according to the Move-Out Cleaning Checklist. If cleaning is not done accordingly, appropriate charges will apply and will be deducted from security deposit. If charges exceed the security deposit, the Resident will be required to pay the difference. If the difference is not paid, legal action could be taken against the Resident.
- Move-out walk through can be done Monday through Friday, 9:00 am to 12:00pm and 2:00pm to 4:00pm, with limited Saturday hours. An appointment must be scheduled in advance. Last minute appointments cannot always be accommodated.
- Move-out walk through will be completed after apartment is completely empty and cleaned.

#### **Illegal Drugs and Illegal Firearms**

- Any use or illegal possession of drugs or illegal firearms or any illegal activity within the community or any apartment is strictly prohibited and will be grounds for immediate eviction and involvement of law enforcement authorities.

#### **Packages**

- Village management will accept mail or packages addressed to the Resident and delivered to the office. The Village accepts no liability for Resident packages or mail and can refuse to accept them. The Village is not responsible for items left outside of your apartment or left anywhere within the Village community. Should you choose to have items delivered we will do our best to protect them, but take no responsibility for any damage or theft to those items while in our possession.

#### **Solicitation**

- Door-to-door commercial solicitation of any kind is not permitted. Nonprofit charitable solicitation may be permitted with prior written approval of the Village. Please promptly notify Village management, if unauthorized solicitors are observed in the community.

#### **Booting and Rates**

- Vehicles that are not parked properly will be booted. This includes but, is not limited to:
  - 1) Tenant vehicles parked in another tenant's reserved parking space.
  - 2) Vehicles parked in handicap spaces without proper handicap permits.
  - 3) Trailers parked in a parking space or in the big parking lot west of Bldg 12 & 13.
- These parking rules apply day and night. Rates double for every 24 hours the boot remains on a vehicle.



- Boots are only removed from 9 am to 5 pm Monday-Saturday.

1<sup>st</sup> Violation- \$50

2<sup>nd</sup> Violation- \$70

3<sup>rd</sup> Violation- TOWED

### **Towing and Rates**

- Vehicles that are not parked properly will be towed. This includes but, is not limited to:

- 1) Visitor vehicles parked in tenant reserved parking that should be in visitor parking.
- 2) Vehicles parked along fire lanes.
- 3) Tenant vehicles not properly registered with The Village, as they will be seen as a visitor in our computer system.
- 4) Vehicles that are not in working condition.

### **Nail Hole Policy**

- No more than 5 nail/screw holes per room (not wall, but room) with a 6 to 12-month lease.
- If you require more than 5 holes, please check with the office. Our goal in limiting nail holes is to help the integrity of the walls not to limit your enjoyment of your home.
- There could be a charge of up to \$25 per hole for excessive or huge holes.

### **Damage Policy**

- Any invoice to a Resident for any damage to any Village property repaired or replaced by the Village for which Resident is responsible will include an administration fee equal to **15%** of the total cost of repair or replacement. This is a non-negotiable fee.
- Damage could include but is not limited to vinyl replacement, carpet replacement, holes in walls or doors, appliance repairs or parts, broke light fixtures and any animal related damage.



### **Security Hints**

- Keep your doors and windows locked.
- Don't hide an extra key outside your apartment.
- Be careful with regard to whom you loan keys.
- Develop a good relationship with your neighbors so that you can look out for each other.
- Notify Village management of any unlawful entries, thefts, illegal (or potentially illegal) conduct, and other suspicious situations.

### **Threatening Actions**

Use of or threat to use a deadly weapon, assault, threat to do bodily harm, or any arson-related offense will be grounds for immediate eviction and involvement of law enforcement authorities. A display of firearms around the community is strictly prohibited.

### **Exterminating**

Please contact Village management immediately, if you notice any pests. There will be no charge for this service unless the pests are present as a result of your conduct. If your neighbors have pests, the Village may wish to exterminate your apartment unit as a preventative measure.

### **Garbage Removal**

For your convenience, trash receptacles are located within the community. Place all trash in plastic bags or other secure containers, and then place the bags or containers inside the designated trash receptacles.

### **Exterior Property**

Trees, shrubbery, grass, and plants are a vital and valuable part of the community. You are liable for damages, if you or any of your family, visitors, or guests mutilate, deface, or otherwise cause damage to the landscaping. The lawns within the Village community should be kept clear of personal property. No signs, advertisements, notices, or other lettering may be exhibited, inscribed, painted, or affixed by you on any part of the outside or inside of your apartment, any apartment building or any common area. No awnings or other projections may be attached to or protrude beyond the outside walls of any apartment building unless placed there by the Landlord. No radio or television aerials or wires, and no satellite dishes, may be erected in or about or attached to any part of your apartment or the apartment building absent the Landlord's prior written consent.

### **Common Areas**

A parent or a responsible adult must supervise children in common areas of the community, including without limitation the playground and clubhouse. Supervision requires that the parent or responsible adult be physically present at **ALL** times. Parents shall be responsible for safety of children and any willful damage to common areas caused by their children or other family members, visitors, or guests. Residents are responsible for the conduct of their children,



their guests' children, and their children's friends. Please do not allow your children to leave bicycles, tricycles, skates, skateboards, or toys in hallways or on sidewalks, stairways, or other common areas.

We welcome you to your new home and sincerely hope that you enjoy every day of your residency to the fullest. We appreciate your cooperation in making our community a happy home for all. If you have any questions, please contact Village management. All of the above policies and rules are subject to modification at any time by written notice to you, provided that any such policies or rules modifications will not modify the express terms of your lease agreement.

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Resident

\_\_\_\_\_

Date

\_\_\_\_\_

Resident

\_\_\_\_\_

Date