

RENTER'S RULES AND REGULATIONS

Blue Horizon Properties INC
GCC Properties LLC
BHP 1414 LLC
KD Fresh LLC



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Rent

1. Rent is due on the first day of each month.
2. Rent must be paid via check, cashier's check or money order. No cash is accepted.
3. The rent must be paid with only **one** check. Roommates should designate one responsible person to collect the rent from each roommate. Then this person should write one check to Blue Horizon Properties/ GCC Properties
4. Rent must be received or postdated on or before the 3rd of the month and can be dropped in your buildings rent box or mailed to the office. There will be a \$50.00 late fee assessed on checks received on the 4th day – plus \$10.00 per each day thereafter, until the rent is paid in full.
5. Utilities are considered rent and late fees apply.
6. There will be a \$35.00 service fee for any legal documents served by Blue Horizon Properties/ GCC Properties. This includes documents like 3-Day Pay or Vacate, and 10-Day Notice to Comply, etc. This does not include any costs associated from legal actions, such as an Unlawful Detainer.
7. If a rent check is returned from the bank for any reason, the rent is considered late and late fees will be incurred. As well as a \$35.00 fee.
8. After two returned checks, only cashier's check or money orders will be accepted.
9. If a tenant intends on moving out, a Notice to Vacate must be written and delivered to Management no less than 20 days prior to the last day of the month. We do not prorate last month's rent unless written notice is received no less than 50 days prior to move.

Security

1. Do not let anyone at the door into the building unless you know them. Make them ring the person they are visiting for entrance.
2. Please ask your guests not to allow anyone else into the building when they are entering or leaving the building.
3. If someone rings you to let a delivery person in for someone, please meet them at the door. Do not ring in anyone who is calling for another apartment or if you do not know who they are.
4. Be sure all doors are shut tight when you close them.
5. There is a \$64.00 charge per key if you lose your front door building key. There is a \$7.00 charge per key for any other apartment or mailbox keys.
6. There is a \$75.00 charge per garage door opener if one is lost
7. Be sure garage door is completely down before driving away.
8. If you notice any suspicious persons or activity, call the manager or police immediately.
9. Report all burglaries to the Manager and local police department.

Noise

1. As a courtesy to your neighbors, please keep music, TV, and other electronics on low volume from 9:00 PM to 9:00 AM.
2. Do not start a load of laundry after 9:00 PM or before 9:00 AM. Washers and dryers are exclusively for tenant's laundry needs.
3. Please ask your guests to refrain from making loud noises when entering or leaving the building.

Community

1. As a courtesy to your neighbors, please refrain from moving in/out between hours of 8:00 PM and 9:00 AM.
2. A pre move out inspection and final move out inspection will be scheduled prior to a move out. This inspection will be scheduled during normal business hours (9:00 AM – 5:00 PM).
3. If applicable, there is an elevator hold key for moving in or out. Please move from the truck to the front of elevator, then into the elevator, and then move out of elevator on to the landing to free the elevator for other residents. There is a \$50.00 charge for elevator hold keys that are not returned.
4. You are responsible for any damages done when moving in or out.
5. Waterbeds are strictly prohibited.
6. Management is not responsible for any personal belongings. The management recommends that tenants obtain renter's insurance (through tenant's personal insurance company). The renter is responsible for their personal property and for any damage caused by them or a guest.
7. No smoking in common areas.
8. No residents may keep pets without expressed written permission. A pet deposit is required prior to keeping a pet (see Page 17).
9. No pets allowed on premises without written consent of the Manager. Tenants must inform their guests of this policy.
10. Residents shall not use window covers other than those provided. Bottles and/or other containers should not be stored on the windowsills.
11. Patio doors and windows must be kept closed in your absence to avoid water damage from rain.
12. Alteration or replacement of locks and installation of doorknockers on doors is not allowed. Decals on windows or doors are not allowed.
13. Residents or guests are not allowed to play or run in the shrubbery area, flower beds, sidewalks, hallways, stairways, entries, garage or elevator.
14. Roof access is prohibited, except in case of emergency.

15. If you have a problem with your unit or noise complaints about other units please call or email the building manager anytime (day or night). We would like complaints to be in writing, except in an emergency. **Do Not** knock on walls or ceilings in retaliation.
16. No soliciting, flyers, mass mailing or distributing to the building or any other Management buildings.
17. At the resident's request (and expense), the Manager can schedule carpet and drapery cleaning at any time during tenancy (management does not reimburse).
18. Exercise equipment should only be used between the hours of 9:00 AM and 9:00 PM. Jumping, skipping, hopping exercise or dropping of weights is not allowed, due to the possible disturbance to other tenants.
19. If / when a tenant dies written notice is still required; the executor of their estate should give this. The 20-day written notice is calculated from the rent paying day. The estate is still liable for the articles of the lease and rules and regulations.
20. A lockout fee of \$50.00 will be charged if it occurs after 6:00 PM and/or before 9:00 AM. Management will collect fee at time of lockout. If payment is not received it will be considered a part of rent for the following month. Late fees will be applicable towards the rent due.
21. Repair bills (e.g. appliances, repairs, etc.) due to negligence will be considered rent. These costs are due with the following month's rent. Late fees will be applied, until rent is paid in full.

Fireplace Rules

1. If you do not know how to use your fireplace, please contact management before use.
2. Open the flue before starting the fire, and keep it open until the ashes are cool enough to touch.
3. Close the fireplace screen or door when the fireplace is in use to keep the sparks from flying out.
4. Do not put anything, including paper or kindling, closer than 3 feet from the fireplace while it is in use.
5. Never leave a fire unattended.
6. Burn only dry, seasoned hardwood. Do not use green wood, treated lumber or painted wood.
7. Never use combustible liquids such as kerosene, turpentine, lighter fluid or gasoline to start or accelerate a fire.
8. Do not stuff scrap paper, wrapping paper or old Christmas trees into the fireplace. Loose paper could fly out and ignite the roof. Gift-wrap may also emit toxic fumes.
9. Do not use excessive amounts of paper or wood to create a roaring fire. A roaring fire may ignite creosote, a chemical that accumulates on fireplace walls.
10. Do not dispose of burnt logs or ashes until they cool completely. Dispose of the cooled ashes in a metal container. Usually, you can re-burn logs. If you must dispose of a log, wait until it is completely cool, then douse it with water and place it outside (away from any combustible materials).
11. Notify Management of any problem with your fireplace, such as smoke backing into the room or the flue not working properly.

Fire Safety

1. Tenant assumes responsibility for periodic testing and battery replacement of the smoke/ CO detector.
2. Never use gas range or oven to heat your apartment. Doing so can cause dangerous build up of carbon monoxide.
3. Never use charcoal or gas grill indoors. Also can cause dangerous build up of carbon monoxide.
4. Don't use portable space heaters indoors. Don't use kerosene or gas space heaters or flameless chemical heaters to heat your apartment
5. Don't use gas camp stoves to heat your apartment. Doing so can cause dangerous build up of carbon monoxide.
6. Don't block air flow around windows and doors. Don't cover apartment windows with plastic sheeting or place rugs or towels under doors. Doing so can blocks the flow of fresh oxygen to your apartment prevents any carbon monoxide from escaping.
7. The tenant recognizes that it is unlawful to tamper with or disable any fire safety device, which is punishable up to a maximum fine of \$200.00.
8. If a cooking fire takes place, the tenant should attempt to smother it with a lid or other appropriate device. Under NO circumstances should a tenant try to pick up the burning object in an attempt to move it to the sink.
9. Fire hazards include cooking, smoking, candles, overloaded electrical outlets, flimsy power cords and festive lighting. Extension cords should not be used as a permanent solution for electrical appliances.
10. Alert the Manager if a juvenile is seen playing with matches, cigarettes, fireworks or other fire hazards.
11. Renter's insurance is highly recommended for a tenant's personal belongings. Under NO circumstances does Management cover any personal losses to tenants. Furthermore, a tenant assumes all costs and responsibility, if it is concluded that they caused the fire.
12. Several fire safety devices are located throughout each building. The locations of these devices and fire escape routes are explained below:
 - a. **Monitored Fire Alarm:** Ask your Manager if your building is monitored. Monitored buildings sound an audible alarm, and automatically send an alert to the Fire Department. Non-monitored buildings also sound an alarm, but require someone to initiate a call to the Fire Department.

- b. **Fire Extinguisher** (5lbs. ABC type): Effective on wood, chemical and electrical fire. Follow these steps to operate the extinguisher:
 - aa. Break glass to gain access (if necessary).
 - bb. Shake extinguisher.
 - cc. Pull out safety pin.
 - dd. Stand back and aim at source of fire.
 - ee. Squeeze trigger assembly.
 - ff. Confirm that fire is completely extinguished.
 - gg. If unable to extinguish fire, pull the building's fire alarm and call Fire Department.
 - hh. For an electrical fire, turn the power off at breaker panel.
 - ii. Inform Management that extinguisher was used, so it may be recharged.

- c. **Fire Hose** (symbol used ■): Effective on wood and major fires only. This will automatically set off building's general fire alarm. Follow these steps:
 - aa. Break glass to gain access (if necessary).
 - bb. Pull out nozzle and hose.
 - cc. Turn valve on.
 - dd. Brace yourself (the force is strong with this hose).
 - ee. Stand back and point at fire source and surrounding area.
 - ff. Evacuate your unit and building.
 - gg. Aid Fire Department upon arrival (if requested).

- d. **Sprinkler System** (symbol used ◻*): Use for major fires only. This will automatically set off building's general fire alarm. This system consists of several sprinkler heads located in the ceiling. When the heat from the fire rises, it breaks the glass sensors in the sprinkler head, and showers the area with water.

- e. **Building Alarm Pull Stations** (symbol used ▲): This sets off the building's general fire alarm (monitored buildings automatically alert Fire Dept.). Follow these steps to initiate these alarms:
 - aa. Pull down on handle (at pull station).
 - bb. Call Fire Department.
 - cc. Evacuate building, after you hear alarm sound continuously.

- f. **Building Alarm Heat Detector** (symbol used ◻H): This automatically sets off building's general fire alarm, when heat reaches the ceiling's heat detectors.

- g. **Building Alarm Smoke Detector** (symbol used ◻S): Automatically sets off the general building alarm. Smoke detectors in the ceiling measure smoke density.

[Continues...]

- h. **Individual Unit Smoke/ CO Detector:** Located inside rental unit. This will NOT set off general building alarm. This detector monitors smoke density, and will sound a single alarm within the unit. At that point it is up to tenant to take appropriate fire safety measures.
- i. **Building Elevator:** In case of fire DO NOT use elevators. Instead, you should use the stairways, because the elevators are recalled to an exit floor and remain inoperative.
- j. **Monitored Elevator:** Some building elevators are linked to a monitoring company. They either have a phone or a speakerphone connected to a monitoring company. This is useful when trapped inside the elevator.
- k. **Emergency Exit Lighting:** Emergency lights will automatically illuminate, if there is a power failure. These battery-powered lights aid your ability to see the path to emergency exit(s).

Walls, Doors & Cabinets

1. Tacs and small nails in the walls and doors are acceptable.
2. Painting of the walls by the resident is not allowed without written permission. If painting is allowed, the work must be performed using appropriate means and methods (do not paint on the ceilings door case and base moldings). The tenant will be responsible for an extra charge when moving out to paint the walls back to white.
3. Holes or stickers on doors are not acceptable.
4. Toggle bolts, ceiling hooks, etc. are acceptable, but you will be charged a fee for wall repair upon moving out. \$5.00 ea.
5. Contact paper used as drawer or shelf lining is prohibited.
6. Patching of any holes in the walls or doors is prohibited. Any patchwork in the rental unit must be performed by Management.

Plumbing & Electrical

1. If you have a question about how something operates, please contact the manager for assistance.
2. If you have a dripping faucet or leaky toilet, etc. please report it to the manager immediately.
3. To prevent a clogged kitchen sink, fill it half-full of hot water at least once a month, and run it out with the garbage disposal on. This will prevent build-up in the line. Also, do not put fruit or vegetable peelings, bones or coffee grounds in the garbage disposal.
4. Do not put cat litter down toilet. Please double bag it and place it into the dumpster.
5. If a tenant clogs up disposal or drain line due to abuse, they could be responsible for the repair costs. The disposals should only be used for small amounts of table scraps.
6. Please report any electrical problems to the manager.
7. Please do not use a higher wattage light bulb in your light fixtures than is recommended (see below). The manager will be glad to help you install a new light bulb if necessary. The tenant must supply the bulb or a small fee for the bulb will be charged.
 - Hallway lights: 60-watt bulb
 - Kitchen lights: 60-watt 4ft. fluorescent bulb (or F40T12CW)
 - Bedroom lights: 100-watt bulb (mushroom fixture)
60-watt bulb (double fixture)

Parking Garage

1. The manager has the authority to assign parking stalls and move cars, if necessary, to accommodate different sized cars. All parking spaces are reserved for the tenants, to whom they were assigned. Violators will be towed at the owner's expense.
2. Cars are to drive slowly through the parking lots; excessive speed will not be tolerated. Cars are to drive headfirst into parking stalls and are to stay within the lines. Backing cars into parking stalls is not permitted.
3. Warm up your vehicle(s) as briefly as possible in these confined areas, as exhaust is hazardous to your health.
4. Keep your parking stall free of oil, grease, jacks, axle stands, wheels and anything else, except your car. Vehicle repairs are **not** allowed in parking area. You are responsible for cleaning up and keeping you parking area clean at all times.
5. Tenants will be charged \$75.00 per garage door opener lost or damaged.
6. You are responsible for any damage you or your guests cause to any part of the building, other cars or the garage door.
7. You must give notice 20 days prior to the last day of the month, if you intend to cancel your rented parking stall.
8. Make sure garage door is open completely before exiting / entering.

Decks

1. Bicycles and motorcycles are NOT allowed on decks, patios or walkways.
2. Barbeques must stand off the deck, on a table or have legs of some kind. The decks are susceptible to heat, grease, etc. and any damage will be charged to the tenant. If the deck is damaged, it will need to be entirely re-coated and repaired. We suggest tenants use a pan under barbecues to catch any drips or ashes, and to avoid damage.
3. Briquette style open flame barbeques are **prohibited** on decks and within 25 feet of the building.
4. Hanging or drying clothes (or anything else) from the decks or railing is prohibited.
5. The deck drains are NOT connected to the sewer drain. So no flushing of any fecal materials down the deck drain. Any fecal material from pets must be properly disposed of.
6. You are responsible for making sure the drain on your deck is unobstructed.

Garbage

1. Do not toss garbage, cigarettes or anything else off the deck.
2. Use a plastic or paper bag for all of your garbage, and securely close them before depositing them in the trash or trash chute.
3. Do not put mattresses, couches, barbecues, any furniture or large items in the Dumpster areas. Tenants found doing so will be charged an \$80.00 penalty fee. This fee will be included in the next month's rent, and late fees will apply if tenant neglects to pay entire amount.
4. The Dumpster is intended for regular trash of all occupants of the building. An \$85.00 fee will be assessed for tenants who excessively fill the dumpster, which occasionally happens when a tenant moves in or out. This fee will be included in the next month's rent, and late fees will apply if tenant neglects to pay entire amount.
5. Management appreciates our tenant's desire to recycle. However, please be aware of the rules regarding Styrofoam or dirty materials. Do not bag or box glass before placing in recycling bins. Unfortunately, your community's environmental efforts are negated if misappropriated items are placed in to the recycling bins. Please refer to our recycling guidelines, which are posted at all recycling areas.
6. Breakdown all cardboard boxes before putting them in the recycle.

Pets

1. Management reserves the right to permit tenants to maintain the following animals as pets: mammals, reptiles, birds, fish, rodents and insects—provided the pet(s) meets the following requirements, and tenants adhere to the guidelines, as stated below.
2. A pet deposit of \$250.00 plus a pet fee of \$250.00 is required for units or homes. Leases written after 1/15/17 a refundable deposit of \$350.00 is required. The fee is nonrefundable while the deposit will be refundable-if there is no damage detected after inspection. The pet charge covers up to 2 pets, which is the maximum number of pets allowed. A separate lease amendment is required for pets.
3. Pet rent is an additional \$25.00 per month rent for each pet.
4. Pet owners are responsible for any damage caused to building resulting from their pet(s).
5. Pet owners must clean up any mess that is made in the exterior/interior common areas as soon as possible.
6. Cat litter must be double-bagged before putting in the trash chute or dumpster.
7. Dogs are not allowed to cause a nuisance by barking or howling. Owners are responsible for keeping their pets quiet.
8. All dogs must be 20 lbs. or less. Dogs over 20 lbs. may be considered on an individual basis and may require a larger Pet fee and deposit.
9. Pets must be properly licensed, and must be up-to-date on all vaccines (e.g. rabies, distemper, etc.).
10. Owners must keep their pets under control at all times.
11. Cats and dogs must wear identification tags at all times.
12. Cats and Dogs must be house broken.
13. Any infestation of rodents and/or insects due to the pet will be the sole responsibility of the tenant to bare all costs of extermination.
14. Residents may not pet sit unless written consent has been given by Management. Any unauthorized pet in your apartment, regardless of length of time spent there may result in a 10 day notice.

Guests

1. **Length of stay limited.** Residents' guests may not stay at the community for longer than a total of two weeks in any six-month period unless they get prior consent from management. Guests who will be staying longer than two weeks in any six-month period must fill out an application to have their names added to the lease for the apartment they are visiting. Thereafter, management will review the application in accordance with this community's rental criteria.
2. **Number of guests allowed at one time limited.** Residents may have a maximum of three guests staying with them at any given time. Additional guests may be allowed with Management's prior consent.
3. **Guests' parking rules.** All parking on apartment building premises are reserved. Guests must park on street unless they have made other arrangements with Management. Unauthorized guest vehicles that are parked in reserved parking area will be towed.
4. **Guests' pet rules.** No pets allowed without prior consent from management.
5. **Proper behavior required.** Guests are expected to conduct themselves in the same manner this community requires of its Residents, as mandated in paragraph ___ of the lease agreement. Examples of banned behavior include, but are not limited to, behaving in a loud or obnoxious manner and disturbing or threatening the comfort, health, or safety of our Residents, employees, or other guests. Guests are also prohibited from engaging in criminal behavior on or near the premises, including, but not limited to, drug-related criminal activity, and the unlawful use or discharge of firearms.
6. **Violators may be asked to leave.** The Management of this community reserves the right to ask any guest who violates the any section for the Guest Rules to leave the community.
7. **Residents responsible for violations.** If a Resident's guest violates any section of the Guest Rules, the Resident will be considered in default of the Rules and Regulations and may be subject to eviction.