

ADDENDUM A

Dixie South Rules

All tenants of Dixie South Apartments will comply with the following rules and any additional rule which are deemed reasonable and necessary which are posted and/or distributed by Dixie South Apartments.

DRUGS, ALCOHOL & TOBACCO POLICY

- Tenants will not use or allow **usage, storage or consumption** of alcohol, drugs, or tobacco products /paraphernalia in or about the complex. Note: The smell of marijuana inside a unit is subject to the same consequences regardless of whether or not the drug is present at the time the smell is determined.

OPEN FLAME POLICY

- Any type of open flame is prohibited in the complex, which includes Candles, Incense, BBQ's, hibachis, and grills.

GUEST & OVERNIGHT GUEST POLICY

- All guests must be out of the apartment by 11pm on weeknights and 1:00 am on weekends (this includes other Dixie South residents.)
- Members of the opposite sex are not allowed in the bedrooms, bathrooms, or hallway area of an apartment.
- Parties or large gatherings require prior approval from the complex manager.
- Overnighters involving guests of the same sex need prior approval from management. Guests of the opposite sex are not allowed to spend the night.
- Guests are subject to being banned from the premises if caught breaking rules or making other tenants uncomfortable.

QUIET HOURS POLICY

- Quiet hours are from 10:00 pm to 7 AM.
- Excessive noise from radios, stereos, TV's will not be allowed at any time. If you can hear it outside of your room, it is too loud. Tenants could be subject to remove devices such as stereos, video games or TVs if the cause of excessive noise and does not discontinue after first offence.
- Guests that are disruptive could be subject to not being allowed in or on the premises.

DISORDERLY CONDUCT & SEXUAL HARRASMENT

- Use of foul, offensive, vulgar and/or abusive language (including signs, symbols, etc.)
- Pornographic/offensive material is not allowed on or about the complex. Any pictures, posters or household items on display may not be vulgar or sexually suggestive.

SECURITY MEASURES

- Dixie South is not responsible for theft. Each unit and bedroom has it's own coded lock. You are responsible to keep your personal belongings locked and secure. Codes are not to be given to anyone other than your assigned roommate/s.

DAMAGE, REPAIR & CLEANLINESS POLICY

- Tenants will give immediate notice of defects, needed repairs, or maintenance to complex managers using Addendum B2 found in welcome packet or on our website. Form must be completed and emailed to nicolektanner@gmail.com. If the manager does not respond back to the email within 24 hours it is tenant's responsibility to follow up and make sure management receives the form. In emergency situations you must contact manager immediately via phone as well as following up with addendum B2. Maintenance issues not reported to manager in a timely matter that end up causing damages to the unit will be the tenant's responsibility, additional damage could become tenants liability.
- Tenants are responsible for paying for clogged drains and/or jammed disposals, or any damage or repair resulting from inappropriate use or negligence.
- Tenants also are responsible for replacing light bulbs throughout the year except for the main kitchen lights. Light bulbs must be replaced with the same type of light bulb.
- Pictures, posters and other wall hangings must be hung without damaging walls. **Small** pin/nail holes are okay as long as they are filled appropriately with drywall hole filler (not tooth paste or other method)
- All garbage must be put into appropriate dumpsters.
- Food and/or water fights are not permitted on or about the complex.
- Tenants are required to protect their mattress. Mattress cover is required to be presented to the manager at check in.
- Scheduled cleaning checks throughout the year include mid semester and closing checkout as well as anytime a new tenant moves in. (Or if there is unreasonable cleanliness.) The cleaning checks will be handled according to Addendum A found in welcome package or on our website. Unit subject to fines if manager has to reschedule a scheduled cleaning check due to the required cleaning not being complete.
- Addendum B2 (found online or at the office.) needs to be submitted within 24 hours of move in, if you are reporting additional damage found that was not listed on our addendum B damages known form.
- Damages caused by tenants throughout the year cannot be withdrawn from their deposits but will be assessed at the time of damage and billed accordingly.

PARKING POLICY

- Parking areas are designated for the exclusive use of Dixie South tenants with valid parking stickers \$25 (\$5 for scooters and motorcycles.) Dixie South does not guarantee availability of parking.
- Guests are to park in the parking lot between the hours of 8 am and 5 pm – otherwise, they must park on the street.
- Vehicles may not be washed or cleaned on property.
- Inoperable or abandoned vehicles will be towed at owner's expense after 24 hours.
- There is a designated area for scooters and motorcycles, which is at the striped area next to unit 8 and the bike racks.
- Automobiles using parking facilities without a valid parking sticker or illegally parked are subject to vehicle being towed and/or impounded at the vehicle owner's expense. Our parking lot is regulated by a third party, **if you receive a boot they charge \$50.00 to remove the boot.**

WEAPONS POLICY

- Weapons of any kind are not permitted and will be turned over to campus security.
- Fireworks, gasoline, hazardous materials, or any explosive substance may not be on property.

INTERNET EQUIPMENT/ILLEGAL DOWNLOADING

- DSSH South provides Internet access for all tenants at no expense.
- Illegal downloading of movies or other copyrighted material on the Internet will not be tolerated. Violators risk being prosecuted by the law if DSSH Internet Service is disrupted as a result.
- Internet equipment is placed throughout many of the units. No one is allowed to tamper with or unplug any equipment (i.e. main hub equipment and Meraki cloud equipment)
- Violators could forfeit access to the Internet for the balance of the contract above, being fined or possibly evicted.

MISC RULES

- Tenants will not change apartments or bedrooms without permission from management.
- Tenants will not allow other DSSH tenants to move into their apartment without approval from complex manager.
- Tenants are not permitted access to roof areas.
- Tenants are not to use windows as an entrance or exit unless an emergency.
- Each tenant is responsible for keeping his/her apartment clean and free of damage.
- No pets are allowed in the units.

VIOLATIONS / FINES and EVICTION

- We have a no tolerance policy for drugs and alcohol. Violation includes an assured \$100 fine and likely eviction. (We reserve the right to review each individual case.)
- In the event the breaking of a rule causes damage, tenants will be responsible for repair or full replacement if needed on top of possible fines and/or eviction.
- Tenants are responsible for reporting violations of all rules, including violations by roommates or guests. All tenants in violation of this rule, as well as those who fail to report observed violations by others, will be subject to warnings, fines and eviction and forfeiture of their security deposit, together with any prepaid/unpaid rents.
- Observation of rules being broken can be turned in using the addendum B2 form included in your welcome packet and found on our website. These forms should be emailed to nicolektanner@gmail.com.
- We reserve the right to perform random inspections and to confiscate any items such as but not limited to drug, alcohol, tobacco and/or paraphernalia, candles, incense, pornographic material, weapons, etc. Illegal items are subject to be turned over to police.
- Law enforcement will be contacted when any illegal activity including but not limited to drug issues, underage drinking, providing alcohol to a minor, sexual harassment, excessive damage, threats or fighting on premises occur.
- We reserve the right to contact cosigners, emergency contact and/or parents listed on the application and/or lease to discuss the breaking of any rules and or behavioral issues.

I understand that Dixie South Apartments reserves the right to provide warnings, issue fines up to \$100.00 and/or evict for the violation of any apartment rule, including those listed and referred to herein, together with such other rules as may be deemed necessary and published or posted hereafter. Dixie South reserves the right to handle each scenario on a case-by-case basis. I understand that any fines issued to me would be due within a week of the date issued. I understand if I were to be evicted for the violation of an apartment rule, I would be issued a 3-day eviction notice and would forfeit the security deposit and any prepaid rents and I am still liable for any unpaid rents through the end of the school year. I also understand for violating the rules my name would be reported to Dixie State College and/or the campus security. I also understand that fines issues are due within 1 week and verbal warnings are also looked at when considering eviction for other violations that follow verbal warnings.

My signature on the Dixie South lease acknowledges that I have read, understand and will abide by the Rules governing Dixie South Student Housing.