



COLORADO
MOUNTAIN COLLEGE

CMC Apartments
Property Rules and Regulations

Last Updated: July 20, 2023

CMC APARTMENTS PROPERTY RULES AND REGULATIONS

Objective and Purpose

In June 2021, the Colorado Mountain College (“CMC”) Board of Trustees (the “Trustees”) approved the issuance of \$40 million in debt to fund the construction of housing on four of CMC’s campuses with the goal of providing an affordable place for students to live and work for 12 months while continuing their education (“CMC Apartments”). Partners have also come to the table with their own funding to create additional units to support their local workforces, which are often CMC students (“Partner Apartments”). And some units will be available for CMC staff and faculty too. The Trustees acknowledge that while these units will not solve the issue for all our students, creating access to additional, affordable units can take some pressure off the severe housing crunch throughout the CMC district.

CMC tenants living in CMC Apartments, CMC Units in Partner Apartments or existing CMC Apartments at Breckenridge are subject to these Property Rules and Regulations (“Rules”).

Overview of Units

All units include a full kitchen and full bath with shared laundry facilities on each floor. Breckenridge units at 45, 61 and 73 Denison Placer Rd include full size washer and dryer in each unit instead of the shared laundry facilities.

Breckenridge:

- 30 Units total at 45, 61, and 73 Denison Placer Rd (10 1-BR, 20 Studios)
- 36 New Units at 81 Denison Placer Rd (12 2-BR, 24 Studios)

Edwards:

- 36 New Units in Building 1 (12 2-BR, 24 Studios)
- 18 New CMC Units in Building 2 (12 2-BR, 24 Studios)
 - Building 2 is shared with Eagle County

Spring Valley (Near Glenwood Springs):

- 36 New Units (12 2-BR, 24 Studios)
- Residence Hall is available for traditional students and managed separately from the CMC Apartments units.
- Students in CMC Apartments can elect to purchase meal plans or punch passes from the on-campus dining facilities but are not required to do so.

Steamboat Springs:

- 35 New Units (11 2-BR, 24 Studios)
- Residence Hall is available for traditional students and managed separately from the CMC Apartment units.
- Students in CMC Apartments can elect to purchase meal plans or punch passes from the on-campus dining facilities but are not required to do so.

Property Managers

Each CMC Apartment Community will be managed by a third-party property management company (the “Property Manager”). Contact information is as follows:

Location	Property Manager	Phone	Email
Breckenridge	Corum – Sarah Tagg	970-547-4433	SarahT@corumreg.com
Edwards	Eagle County Housing and Development Authority (ECHDA) – Brenda Camunez	970-949-5840	brenda.camunez@eaglecounty.us
Spring Valley	Corum – Flor Felix	970-949-1285	florf@corumreg.com
Steamboat Springs	Corum – Eric Breuer	970-870-1719	EricB@Corumreg.com

Office Hours

Office hours and emergency information are posted at the office in each location. Please use these hours to schedule an appointment in order to conduct your business with the Manager.

We request that you please be considerate of the management personnel who must answer your emergency calls after hours. **PLEASE DO NOT CALL AFTER HOURS UNLESS THERE IS AN EMERGENCY!**

Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. When reporting an emergency, please give your name, apartment number, phone number and a description of the emergency.

Tenant Eligibility

CMC Apartments are available primarily for qualifying students, but also for staff and faculty employed by CMC. Partner Apartments are also available for local employees per separate established guidelines. (<https://www.housingeaglecounty.com/cmc-edwards>)

Preferred Qualifying Criteria

The following Preferred Qualifying Criteria applies for a student to be deemed a qualifying student (“Qualifying Student”) and remain in good standing for renting a unit:

- Declared degree-seeking student that is in good academic and financial standing with the college. (Degree exceptions apply for ESL/HSE students.)
- Completion of either 7 Credit Hours per Semester or no less than 20 Credit Hours per Academic Year.

- At least twenty-four (24) college level credit hours already earned after high school graduation and transferred/accepted before the start of the semester – credits taken concurrent with high school or attained thru Advanced Placement (AP) do not apply towards the minimum.
- 2 years military service including military learning credits can be substituted for the 24+ credit hour minimum.
- Meet the Live-On exemption requirement for campuses with a Residence Hall (Housing webpage). Any first-time dependent student at Spring Valley or Steamboat Springs that does not meet the qualifying criteria is either required to live in a Residence Hall or with a parent/guardian.

Qualifying Students shall be required to review their Preferred Qualifying Criteria annually at the time of any renewal of a lease. If they no longer meet the criteria of a Qualifying Student at that time, the lease will not be renewed.

If during the term of the lease a tenant is no longer a Qualifying Student, they must remediate their status or else vacate the apartment no later than the last day of the academic term during which she or he became ineligible, unless, as expressly approved in writing by the campus Vice President.

Occupancy Requirements

Each unit requires a minimum of 1 Qualifying Student. (There is a maximum occupancy of 2 adults per Studio or One-Bedroom Unit, and a maximum occupancy of 4 adults per Two-Bedroom Unit. However, CMC retains the right to review based on individual situations.) The highest priority for the Two-Bedroom units will be for Qualifying Students with at least one Qualified Dependent* (see below), or for 2 Qualifying Students who wish to be roommates. CMC retains the right to review and make exceptions to the maximum occupancy requirements based on individual situations, subject to any local jurisdictional laws or ordinances.

Qualified Dependent – For CMC Apartments, CMC defines a dependent as a Qualifying Student’s child that is either under age 19 at the end of the calendar year or a full-time student under the age of 24 at the end of the calendar year, and that is the student’s son, daughter, stepchild, foster child (placed by an authorized placement agency), or a descendant (for example, a grandchild). An adopted child is treated the same as a natural child. If at the time of the application the Qualifying Student is expecting the birth of a child, the unborn child can be counted as a dependent.

Qualification and Processing of Applications

Aiming to be as equitable as possible, while balancing the needs of CMC and its students, housing will be allocated via a points-based qualification process. Each student shall fill out the CMC Apartments: Student Eligibility Form found at: <https://coloradomtn.edu/housing-initiative/>

This information will be processed through a Criteria Scorecard that will calculate total points earned. For each campus, applications will be grouped by unit size, then processed by total points earned. Within each unit size group, a tie in total points earned will be determined by a random selection.

Once a Qualifying Student is selected for a unit, that Qualifying Student's name will be provided to the Property Manager who will begin the application process. They will collect the application fee, conduct a background check, credit and reference check and work through the lease process resulting in an executed lease (the "Lease").

Please note that applicants will be required to show an income of at least 2.5 times the monthly rent in order to qualify, and any applicant whose application is denied based on the income requirement or the credit and criminal background check may not be allowed to sign a lease or rent an apartment and may be removed from the priority list.

CMC will consider applicants who do not meet the income requirement but who qualify through a co-signor or provide proof of other sources of income.

First Come, First Served

The initial assignment of new apartments will be based upon the total points earned from the Criteria Scorecard and waitlists will rely on this same ranking score when needed. During periods of time when there is no wait list, apartments will be rented on a first-come, first-serve basis based on the order in which applications were received by management. Therefore, the first Qualifying Student to submit an application will be given the opportunity to select their apartment first and so on. If an applicant ultimately does not qualify based on any of the criteria (credit, criminal, student, income or employment) they will be removed from the priority list and their place will be given to the next applicant in line.

Accommodation Requests

Special housing accommodations are limited and available first come, first served for students with disabilities. The applicant should work through any requests for an accommodation to determine and document the need with the Property Manager.

Rental Rates

All CMC Apartment leases will be for 12 months. Rental rates can be found at:

<https://coloradomtn.edu/housing-initiative>

Rental rates are applicable for one year and subject to change with each lease renewal. All rental payments shall be made through the Property Manager and may not be paid through CMC's Student Accounts. The Lease contains details on deadlines and late payment fees.

Tenant Move-In

Unit Inspection

When a Qualifying Student signs a lease, pays rent and moves into the unit they become a Tenant ("Tenant") of the CMC Apartments (the "Community"). Each new Tenant shall confirm in writing the condition of the unit on the Move-in/Move-out inspection form. This form is designed to record the condition of the unit at the time of move-in and to help determine the final disposition of the security

deposit after terminating residency. Upon vacating, Tenants shall complete a final inspection of the unit to assess any move-out charges.

Tenant Conduct

Tenants are responsible for reading and complying with all contents of these Rules which are made a part of the Lease. Students living in the Community are also subject to the CMC Student Handbook.

Tenants shall conduct themselves and cause other persons who are in the unit with their consent to conduct themselves, in a manner which will be conducive to maintaining the unit and the Community in a decent, safe, and sanitary condition; and to promote the quiet enjoyment of the unit and Community for all Tenants.

Animals

Pets. Tenants are permitted to have one (1) animal (cat or dog) within the unit, subject to the compliance with these Rules and local jurisdiction ordinances, laws, policies, or procedures.

Animals must be under a Tenant's control when outside of the unit and shall not be tied to anything or left unattended outside of the unit within the Community.

The Property Manager is not obligated to make necessary or requested repairs while an animal is present in the Unit.

No pet is to be left alone in a unit for a period longer than that which is appropriate in light of the individual pet's needs. While this period may vary depending on the pet in question, the Property Manager and Tenant understand that in general, dogs should not be left alone for more than 9 hours, and other pets for more than 24 hours on a regular basis. When the Property Manager has reasonable cause to believe that a pet is alone in a unit and that the pet is creating a disturbance, or any other emergency situation appears to exist with respect to that pet, the Property Manager will attempt to contact Tenant to remedy the situation. If the Property Manager is unable to contact Tenant within a reasonable period, the Property Manager may enter Tenant's unit and make necessary arrangements for the pet's care, including removing the pet and placing it in a temporary home, such as a boarding kennel. Any costs incurred will be the animal owner's responsibility and will be due upon receipt.

1. **INOCULATION.** All animals within the Community shall be properly licensed and have current inoculations for the type of animal.
2. **DISTURBANCE.** Tenants will be asked to remove any animal that regularly disturbs Tenants, whether inside or outside, or constitutes a problem or obstruction to the agents and employees of CMC or Property Manager from properly performing their functions, duties, and responsibilities.
3. **REVOCAATION.** If Tenant fails to remove said animal following complaints from Tenants and requests from the Property Manager, the Tenant agrees, on seven (7) days written notice, to remove the animal from the unit permanently. The Property Manager may revoke the consent given herein upon seven (7) days written notice, which revocation will require Tenant to remove

the animal from the Unit within said seven (7) days. Should a Tenant decide not to remove the animal, the Tenant may terminate their lease and move-out of the Leased Premises.

4. OWNER'S LIABILITY. In the event of injury or death of a pet, neither Property Manager nor CMC will not be liable to Tenants, any member of Tenants' household, occupants, guests, invitees, or other persons for any indirect, incidental, consequential or special damages, whether foreseeable or not nor however caused, even if CMC or Property Manager is advised of the possibility of such damages.
5. VIOLATION OF RULES/VIOLATION FEE. If Tenants, any member of Tenants' household, occupants, guests, invitees, or other persons violate any rule or provision of these Rules, then Property Manager may demand that Tenants remove the animal permanently from the unit. The Property Manager also has all other rights and remedies set forth in the Lease, including but not limited to damages, termination, and eviction.
6. If Tenants fail to clean up animal waste from any part of the Community and Property Manager, as a result of Tenants' noncompliance, is required to make arrangements to have the waste cleaned up, Tenants shall pay Property Manager a sum of \$100.00, per occurrence. Said sum shall not limit Property Manager's right to terminate the tenancy, force Tenants to remove the animal, and/or evict Tenants, based upon any violation of these Rules.

Service & Emotional Support Animals. CMC recognizes that some types of disabilities may require animal assistance as an accommodation. There are two categories of animals that may be allowed on campus to provide assistance to students with disabilities – service animals and emotional support animals. Tenants with a disability that necessitates the assistance of an animal may work with the Property Manager to document the need. Tenants are responsible for behavior of the animals regarding these Rules and any local codes. This includes but is not limited to maintaining proper control of the animal, clean-up of grounds, and liability for any damages caused by the animal. Tenants may be required to complete a supplemental agreement with the Property Manager.

Emergencies Preparedness

CMC campuses conduct regular fire evacuation drills, lockdown drills, and other emergency response exercises. Apartment buildings and residents will be included in emergency drills as deemed necessary and appropriate by campus leadership, the property manager, or local police and fire officials. Apartment buildings and each unit are equipped with fire suppression sprinklers and smoke detectors, as required by building and fire codes.

Loitering

Tenants, household members, or guests shall not loiter outside the unit after 10:00 p.m.

Neighbor Concerns

Tenants are encouraged to contact one another first with noise or privacy concerns. If the situation is not resolved, any Tenant may submit an incident report to the Property Manager.

Noise

All Tenants have the right of quiet enjoyment of the Community. To help achieve this goal, Tenants must observe the following rules:

- Tenants shall not make or permit any disturbing noises, including screaming or loud arguing, which, in the sole discretion of property management, unreasonably interferes with the rights, comforts, or convenience of other Tenants.
- Tenants shall keep the volume of any radio, television, stereo, or musical instrument in their unit sufficiently low at all times so as not to disturb other Tenants in the Community. Loud bass volume and vibration is strictly prohibited. The volume of noise that constitutes a violation of this rule shall be left to the sole discretion of the Property Manager.
- Tenants may not conduct any vocal or instrumental instruction in their unit.
- Any violation of these noise rules and other Tenants' right of quiet enjoyment, including repeated minor violations of these Rules is a direct violation of the Lease and can result in eviction.
- Quiet hours are established to be respectful of your neighbors and shall be from 10:00 p.m. to 7:00 a.m. Tenants shall not make nor permit any disturbing noises in their unit or on the grounds of the Community. Tenants are responsible for the actions of all household members, invitees, and guests. Radio, television, record players, musical instruments, or any other noise producing device shall not be played or permitted to be played so as to disturb neighbors during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances shall not be operated during quiet hours.

Parking

Registration, Parking Permits and Designated Parking Areas. All vehicles must be registered with the Property Manager and have a parking permit. Tenants shall provide vehicle information, make, model, etc.) and provide updated information in the event of changes. Vehicles on the Property must be currently registered and properly insured according to Colorado law. Each Unit shall be allotted one vehicle permit per licensed adult up to a maximum of 2 permits per unit.

Parking is on a first-come, first-served basis and a parking space is not guaranteed. Parking permits allow you to park in the designated parking lot only. Under no circumstances may a motorcycle, motor scooter, motor bike and similar be parked inside a unit, on sidewalks or in landscaped areas. Motorcycles, motor scooters, and similar are considered vehicles and must be parked in designated parking areas only. Any damage incurred due to parking outside of the designated parking areas will be charged to the Tenant.

Vehicles stopped, parked, or double-parked in handicap spaces (without displaying appropriate permits), fire hydrant restricted areas, non-designated parking areas, or red zones, may be subject to citations and/or towing at the vehicle owner's expense, as allowed by applicable law.

Inoperable vehicles. All vehicles must be in operating condition. Any vehicle in violation of this provision may be towed at the vehicle owner's expense in compliance with the vehicle codes of the state. Repair work, oil changes and similar work is not permitted in the parking lots. Such work must be done off the property. Tenants agree that any vehicles that are inoperable for more than 72 consecutive hours without written permission of Owner may be removed at the expense of the vehicle's owner. Vehicles not moved in excess of 7 days will be considered inoperable. Extra vehicles cannot be stored on the property. Vehicle

maintenance on the premises is prohibited. Tenants and/or guests shall not park vehicles in a state of disrepair on the premises. This includes operational vehicles leaking onto parking surfaces. Leaks and spills and/or damage caused by Tenants' vehicles are the responsibility of Tenants. The owner of any vehicle that leaks oil in the parking lot will be held responsible for clean-up and/or damage charges.

Recreational Vehicles. Recreational vehicles such as trailers, campers, motor homes and boats are not allowed to be parked on the premises.

No Liability to the College. To the extent allowed by applicable law, College shall not be liable for any damage or loss to personal property, motor vehicles of, or the contents of motor vehicles of, Tenants, any member of Tenants' household, occupants, guests, invitees, or other persons. Failure of Tenants, any member of Tenants' household, occupants, guests, invitees, or other persons to follow these Guidelines and/or posted signs relating to parking and operation of vehicles will result in the towing of the offending vehicle at the cost of the vehicle owner. The number of parking spaces available to Tenants may be changed at any time at the sole discretion of the college.

Additional Vehicle Guidelines. The following guidelines must be observed:

- Vehicles are not to be left unattended on jacks or with hoods up.
- Ramps are not permissible at any time.
- Changing oil is not permitted in parking areas.
- Greasing vehicles is not permitted in parking areas.
- No major repair of any kind is permitted in parking areas.
- When changing tires, Tenant must remain with the vehicle at all times.
- Painting vehicles in parking areas is not allowed.

Guest parking. Visitor parking passes can be obtained from the Property Manager for guests per the statement below.

Roommates, Guests, and Family Members

Guests and Visitors. Guests staying in excess of **72 hours** MUST register with the Property Manager. Tenants may be permitted to have up to **2** guest(s) visit their unit. However, any person(s) making REOCCURRING visits of **seven (7)** consecutive days or **fourteen (14)** total days in any **twelve (12)** month period shall be deemed to reside in the unit in violation of the Lease. Persons receiving mail to the unit will be considered occupants. All adult household members must submit a completed application and qualify for residency.

Tenants agree that Tenants are responsible for the conduct of any member of their household, visitors, and guests, and agree to pay for any damage to the unit or the Community caused by members of the household or guests.

Child Supervision. The Property Manager is not responsible for the supervision of children. An adult must be present with their child(ren) in the following places:

- Grassy areas
- Laundry rooms/lobby

- Mail areas
- Parking lots

Children younger than 6 years old will be accompanied by an adult at all times.

Roommate Responsibilities. If you are sharing your unit with a roommate, you can encounter differences including social, cultural, religious, and other experiences. CMC requires all roommates to respect the rights of one another to practice their own beliefs. Food, drink, and social practices may not be dictated by roommates. To maintain compatibility and respect for one another, communication, consideration, and sharing responsibilities are required.

Roommates should share equally in maintaining the unit. Roommates must share in preparation of the unit when one or both plan to vacate.

In shared units when one roommate has given notice to vacate, the remaining roommate will be notified of the Property Manager entering the unit at various times (i.e., the unit inspection done the day of vacate or by the cleaning staff performed after the day of vacate.)

Safety

Crime-Free Property. Tenant(s), any members of Tenant(s)' household, or a guest, invitee, or other person under the control of Tenant(s) shall not engage in criminal activity, including drug-related criminal activity, in the unit or on or near the Community. "Drug-related criminal activity" means the intentional illegal manufacture, sale, distribution, use or possession of a controlled substance. (As defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Tenant(s), any members of Tenant(s)' household, or a guest, invitee, or other person under the control of Tenant(s) shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, gang activity, or illegal defacement of property with graffiti or otherwise, in the unit, on or near the Community or on or near public or private property.

Tenant(s), any members of Tenant(s)' household, or a guest, invitee, or other person under the control of Tenant(s) shall not permit the unit or the Community to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a Tenant, a member of Tenant(s)' household, guest, invitee, or other person under the control of Tenant(s).

Tenant(s), any members of Tenant(s)' household, or a guest, invitee, or other person under the control of Tenant(s) shall not engage in the unlawful manufacturing, selling, using, storing, keeping, possessing, or giving of a controlled substance at any location within, on or near the unit or the Community.

Tenant(s), any members of Tenant(s)' household, or a guest, invitee, or other person under the control of Tenant(s) shall not engage in any illegal activity, including, but not limited to, prostitution, criminal street gang activity, threatening or intimidating any person whomsoever, assault, the unlawful discharge of fire arms, or unlawfully brandishing any weapon whatsoever, or any breach of the Lease which jeopardizes the health, safety and welfare of CMC, the Property Manager, other Tenants, or any other person whomsoever, or involving imminent serious property damage.

Violation of the above provisions shall be a material and irreparable violation of the Lease and good cause for termination of the tenancy. A single violation of any provision of this provision of the Rules shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that such single violation shall be good cause for immediate termination of the Lease. Unless otherwise provided by law, proof of violation under this provision shall not require criminal conviction but may be proved to exist by a mere preponderance of the evidence.

Firearms, Explosives, and other Weapons. Possession of firearms (including, but not limited to, B-B, pellet, or paint guns), fireworks (cherry-bombs, bottle rockets, firecrackers, etc.) and other explosives, knives, bows, arrows, and slingshots are prohibited. The use of any object to cause, or to attempt to cause, either injury to a person or damage to property is prohibited.

The possession or use of any fireworks is in violation of city, state, and federal law. The discharge of firearms and explosives is restricted by municipal code. Tenants identified as responsible for such activity will be in violation of this lease agreement.

The possession and/or use of a knife three inches in length or over, or one with a blade which is automatically projected from the handle, are prohibited.

Tenants are prohibited from bringing, carrying, or keeping any weapon or firearm in the Community, including any handgun(s) carried in accordance with the Colorado Concealed Carry Act. The term “weapon” applies to any item which in the manner it is used or intended to be used is capable of producing, or causing in persons the fear of, bodily injury or death. Examples of such items include but are not limited to: real or simulated firearms (e.g. stun guns or Tasers); pocket knives/knives or other bladed items (e.g., swords, sabers, spears); striking devices (e.g., bludgeons, clubs, canes, wooden swords, nunchakus) and replicas or likenesses of such devices. Kitchen knives for food preparation in apartment style halls are permitted.

Substances

Alcohol. In all units the consumption of alcoholic beverages is permitted only in strict accordance with Colorado State law and is permitted only within the unit itself. Alcohol is prohibited on CMC grounds, including the Community grounds areas. This includes, but is not limited to: hallways, stairwells, laundry rooms, lobbies, parking lots, vehicles, walkways, and lawn areas surrounding the CMC Apartments and on all other CMC property.

Under no circumstances is the sale of alcoholic beverages permitted in the Community. Beverages furnished with the price of admission constitute a sale. Containers of alcohol larger than five gallons are prohibited within all apartment areas. Specifically, quarter and half kegs are prohibited.

Drug Policy. CMC follows federal law regarding use, possession, manufacturing, or distribution of illegal drugs including but not limited to narcotics, methamphetamines, cocaine, opiates, LSD, mushrooms, heroin, designer drugs such as Ecstasy and GHB, or other controlled substances. Use, possession, manufacturing, or distribution of any of these drugs is prohibited. Use or possession of prescription drugs other than for the person prescribed, or for use other than the prescribed purpose is prohibited.

Possession or use of drug paraphernalia including but not limited to equipment, products, and materials used to cultivate, manufacture, distribute, or use illegal drugs is also prohibited.

Smoking, Smoke-Free Complex. Tenants agree and acknowledge that the Community and unit to be occupied by Tenants and members of Tenants household have been designated as a smoke-free living environment. Tenants and members of Tenants household shall not smoke anywhere in the unit rented by Tenants, or the building where the Tenants dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the Community, nor shall Tenants permit any guests or visitors under the control of Tenants to do so.

Definitions: Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or in any form. Smoking also includes use of an electronic cigarette. The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

Tenants to Promote No-Smoking Policy and to Alert Owner of Violations. Tenants shall inform Tenants guests of the no-smoking policy. Further, Tenants shall promptly give Property Manager a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's unit.

Property Manager shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

Tenants acknowledge that the adoption of a smoke-free living environment, and the efforts to designate the Community as smoke-free, does not guarantee the Tenants health or of the smoke-free condition of the unit and the Community. However, Property Manager shall take reasonable steps to enforce the smoke-free terms of its leases and to make the Community smoke-free. Property Manager is not required to take steps in response to smoking unless Property Manager knows of said smoking or has been given written notice of said smoking.

A breach of this Rule shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Rule shall be a material breach of the lease and grounds for immediate termination of the Lease.

Property Management, Utilities and Maintenance

Care of Unit and Equipment

Drains. Proper use of the plumbing fixtures and drain systems is essential to prevent clogs and back up. Do not dispose of leftover grease or cooking oil down sink drains. Do not flush non-flushable items such as paper towels, rags, tampons or other feminine sanitary products, condoms, diapers, wipes, or Q-tips in

toilet. Preventing water back up of any kind will avoid damages to your personal belongings and the Unit. Tenants will be charged for costs due to improper disposal of items that results in drain clogs.

Emergency Water Shut-Off. If you need to turn off your water supply quickly, you will find a shut-off valve for the bathroom and kitchen in the cabinet below the sinks. The toilet shut-off valve is located underneath the toilet tank.

Equipment. The Unit is provided with a **Refrigerator, Stove/Oven, Microwaves, Garbage Disposal, and Dishwasher.** Tenants assume responsibility for any misuse of this equipment. Property Manager will assist with any questions as to the procedures for proper operation of the equipment. No personal dish-washing machine, clothes washing machine, clothes dryer or other large appliance is permitted in the unit without prior written consent of Property Manager. Tenants agree to utilize washers provided by the Community within the specifications of the manufacturer. Tenants will not overload the washer. Tenants agree to immediately inform Property Manager of repair needs. Tenants understand that over a period of time, washer hoses can loosen or come free. Tenants agree to regularly check hoses to make sure they are secure.

Freezing Weather Conditions. Unless Owner instructs otherwise, Tenants must--for twenty-four (24) hours a day during freezing weather--1) keep the Leased Premises heated to at least fifty (50) degrees Fahrenheit; 2) keep cabinet and closet doors open; and 3) drip hot and cold-water faucets. Tenants shall not leave appliances, other than furnaces or air conditioners, or water running unattended. Tenants will be liable for damage to Owner's and others' property if damage is caused by broken water pipes due to Tenants violating these requirements.

Garbage Disposal. Before turning on your disposal, make sure you have cold water running into the sink. Please keep in mind that your disposal is designed for food only. Never grind bones, eggshells, coffee grounds or other non-food items. Tenants will be charged for costs due to drain clogs due to misuse.

Lighting Fixture. When replacing light bulbs, always check the correct amount of wattage. Installing a light bulb with improper wattage can be a fire hazard. Replacement of all bulbs within your Unit is your responsibility after move-in.

Moisture Prevention. Moisture problems must be prevented and treated immediately to prevent mold. Proper ventilation is essential for preventing mold. If you should have mold develop on windows, walls or ceilings, or a musty odor is present in the carpeting, report these conditions to Property Manager immediately. To prevent moisture buildup, utilize stove and bathroom vent fans and leave on until steam is gone. Condensation, which develops on windows from indoor moisture, must be wiped down immediately including the window tracks. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home for short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your home. Report any running or dripping faucets, plumbing leaks, roof leaks, discoloration of walls or water intrusion immediately to the rental office.

Pests. Tenants shall report the need for pest control to Property Manager in writing. Tenants agree to cooperate with the pest control service and abide by guidelines given by the pest control service or Property Manager. State Codes may require notification of chemicals to be sprayed and days of services. Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Tenants have an affirmative duty to inspect the unit and notify Property Manager of the

presence or infestation of insects or vermin including bedbugs within twenty-four (24) hours of the Tenants knowledge of such presence. Absent this timely notice to Property Manager, Tenants acknowledge and confirm that the unit is free of the presence or infestation of insects or vermin, including bedbugs. Tenants agree to maintain the unit in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. Tenants are statutorily required to comply with Property Manager 's reasonable measures to permit the inspection for and treatment of the presence of bed bugs as determined by Owner's qualified inspector. Tenants are responsible for all costs associated with preparing Tenants' unit for inspections and treatments, and for the costs of treatment to Tenants' personal belongings. Pursuant to statute, if Tenants knowingly and unreasonably fail to comply with inspection and treatment requirements, Tenants are liable for the cost of additional treatments necessary to the unit and contiguous units due to Tenants' noncompliance.

Standards. Tenants shall keep the interior of the Unit clean according to good housekeeping standards. This includes maintaining all utility services. Tenants will assume full responsibility for keeping their entry doors and entrance walkways clean, neatly arranged and free from unsightly or unused items. Tenants shall keep the unit and such other areas as may be assigned for Tenants' exclusive use, including but not limited to, the unit's fixtures, appliances, entry doors, windows and screens, sidewalks, parking space(s) and grounds, in a clean, safe, and sanitary condition.

Toilets. Water saving toilets may have been installed in your unit. Hold the handle down until you hear the water fully released. Partial flushes may cause overflow. If the water level starts to overflow, immediately shut off the valve at the base of the toilet and plunge. Tenants are responsible for trying to clear toilet stoppages. If a stoppage is caused due to Tenants misuse the cost of the repair will be billed to the Tenants.

Windows and/or Screens. Tenants are responsible for the safety of all members of Tenants' household or guests in the use and opening of windows. Be aware of the danger of falls from windows. Keep your windows closed and locked when small occupants are around, and no adults are around to supervise. When opening windows for ventilation, open windows that a small occupant cannot reach. Keep furniture away from windows. Move chairs, cribs, beds, and other furniture away from windows. Window screen will not prevent a fall from a window. Tenants must not remove or tamper with screens. Screens which have been removed will be charged to the Tenant an installation fee of **\$50.00** plus the actual cost of the damaged or missing screen. Tenants acknowledge all screens are intact and in good condition upon taking occupancy. Window screens found on the ground will be placed back in the window and a labor charge assessed to the Tenants. Tenants shall be responsible for replacement and/or repair of windows and/or screens damaged or removed by Tenants', members of Tenants' household or guests.

Maintenance/Repairs

Any damage and necessary repairs must be reported to the Property Manager.

Emergencies Maintenance and Repair. Emergencies affecting the unit, or the Community must be promptly reported to the Property Manager. Please report emergencies occurring after office hours to the emergency number and leave a message with the answering service, pager system, on-call personnel, etc. Tenants are not authorized to call any service companies on their own. Property Manager will not be responsible for charges incurred for services not authorized by Property Manager.

Locks/Lockouts. Tenants shall not alter any lock or install a new lock or knocker on any door of the unit without the written consent of the Property Manager, and if installed, they shall not be removed. In such case consent is given, Tenants shall provide Property Manager with a key for the use of Property Manager, pursuant to Property Manager's right to access to the unit. Locks or chains must be left in place when Tenants vacate. Should a Tenant require a lock change, a charge of **\$50.00** will be charged to the Tenant. Tenants locked out after office hours will be charged a fee of **\$60.00** to have their door opened, or Tenants may call a locksmith at Tenants' expense to open the door. PROPER IDENTIFICATION IS REQUIRED.

Maintenance / Service Requests. Tenants are responsible for notifying Property Manager when maintenance or repair work needs to be performed in the unit. Requests for maintenance and repairs may be submitted by one of the following methods:

1. By going to the Property Manager's office during normal working hours and completing a "Service Request" form.
2. Call the Property Manager's office during normal business hours to report a service request. Service requests can also be submitted by email.
3. All non-emergency requests for repairs will be handled during normal business hours.
4. Employees cannot enter the unit to make repairs if there are persons under 18 years of age in the home without a responsible adult present. Service technicians may also elect not to enter the unit in the presence of an unattended animal.
5. Scheduled appointments will be addressed in a 24-hour window.
6. Maintenance work performed due to neglect, abuse, misuse or direct fault of Tenants, household occupants or guests will be billed to the Tenants. This includes service work on garbage disposal and plumbing fixtures due to improper use and Tenants caused clogging.

Sewer Stoppages. The sewer system is adequate to handle all normal waste, but the system will not handle disposable diapers, feminine products or other such refuse. The addition of toilet cleansing tabs can cause stoppage. Stoppages resulting from alterations to equipment, addition of a deodorizer or other action or inaction by the Tenant, will be cleared at the Tenants' expense.

Unsafe Conditions. Tenants agree to report immediately to Property Manager any accident, injury, damage or loss, or need of service or repairs to water or gas pipes, electrical wiring, drains, toilets, fixtures, or any other property or equipment covered by the Lease, including all breakage, damage, or loss of any kind, including but not limited to, water intrusion, water leaks or moisture problems of any kind, damage from overflow of water from sinks, bathtubs, toilets, or other basins. Property Manager has the right to enter the unit for statutory purposes or if Property Manager believes an emergency exists. The following service needs constitute a non-exclusive list of potential emergencies:

1. Main drains stopped up (kitchen, bath, shower) causing flooding or back-up.
2. Stopped up toilet (one bathroom premises).
3. Electrical power outage in entire Community.
4. Water leaking from water heater.
5. Water leaks from plumbing lines, windows, ceilings, or utility rooms causing flooding or damage.
6. Exterior flooding from sprinkler systems.
7. Water which is running and cannot be shut off.
8. Broken window where the Leased Premises is not secure.
9. Door locks which will not function, and the unit is not secure.
10. Malfunctioning or disabled smoke/carbon monoxide detectors.

11. Fire (Call 911 first); and
12. Calls made after office hours that are not deemed emergencies may result in a charge to the Tenant.

Trash/Recycling

Large commercial dumpsters are provided in parking lots for disposal of all trash. All trash must be placed inside the dumpsters. Non-soluble materials such as disposable diapers, sanitary napkins, etc. should be placed in the dumpsters, not disposed of through the toilet. Trash, trash containers, and recyclables must be kept inside the unit and emptied regularly. Trash left outside is a health hazard and attracts insects, rodents, and wildlife.

Disposal of universal waste is prohibited in general trash dumpsters. Disposal of universal waste in the trash receptacles by Tenants may result in a fine and is deemed a violation of the Lease. Universal waste includes electronic devices (televisions, computer monitors, computers, printers, VCRs, cell phones, telephones, radios and microwaves), common batteries (AA, AAA, C Cells, D cells and button batteries), Fluorescent Tubes and Bulbs and Other Mercury-Containing Lamps (fluorescent light tubes and bulbs, high intensity discharge (HID), metal halide, sodium and neon bulbs), Mercury added Novelties (greeting cards, athletic shoes and mercury maze games), Non-Empty Aerosol cans (aerosol cans can be flammable).

Commercial recycling dumpsters are also provided in the parking lots for disposal of recycling purposes.

Utilities

CMC provides at its expense all utilities, other than phone, cable, and internet (except that internet Wi-Fi will be provided at the Spring Valley Campus subject to a future minor fee). Tenants in Edwards, Steamboat, and Breckenridge can reach out to CenturyLink or Comcast for cable and internet needs.

Commons Spaces

Bicycles

There will be no storage provided in the common areas for bicycles. All bicycles must be kept within the Unit. If a campus has a bike rack available, Tenants will need to follow campus rules for registration and use of the bike rack. (Tenants residing in 45, 61 and 73 Denison Placer Rd. may have a separate storage agreement.)

Grounds

Community grounds are maintained by the Property Manager. Preventative maintenance treatment is used on lawns, trees, and bushes. Tenants will be notified of any chemical treatment applied to grounds.

Feeding wild animals and fowl is prohibited.

In order to maintain pleasant surroundings in the apartment areas, appreciation for the trees, lawns, and shrubbery is important. Charges will be assessed to Tenants who damage or destroy shrubbery, trees, grass, etc.

Tenants shall immediately notify the Property Manager of unsafe conditions in the common areas and grounds of the Community which may be a threat to health and safety or lead to damage or injury.

Laundry Facilities

Community laundry facilities are provided on each floor of the following apartment buildings:

Breckenridge – 81 Denison Placer Road
Edwards Buildings 1 & 2
Spring Valley
Steamboat

The Community laundry facilities are for the exclusive use of Tenants. Instructions regarding use of machines, repairs, and refunds are posted in every laundry room. Children under the age of 16 must be accompanied by adults in laundry rooms. Tenants agree to immediately notify the Property Manager of any damage to the laundry facilities or any required repairs.

Units in 45, 61 and 73 Denison Placer Rd (Breckenridge) have private laundry in each unit.

Mail/Packages

Only authorized Tenants are to receive mail at the Property. All mail must contain the full address of your unit. Mail for each unit is delivered to a central mail area by the U.S. Postal Service. It is the responsibility of the Tenants to keep track of your keys to open your mailbox. If you have changed your address, it is in your best interest and your responsibility to notify your debtors, banks, credit card issuers, family, and friends of your change of address. If you complete a forwarding address form at the U.S. Post Office, it will be sent to the area. Do not address any personal mail to the college as the offices cannot receive or hold parcels for CMC Apartment Tenants. Unwanted or “throw-away” advertising should be disposed of properly.

Location	Mailboxes
Breckenridge	PO Boxes
Edwards	PO Boxes
Spring Valley	Locked bank
Steamboat Springs	PO Boxes

Storage

Other than 81 Denison Placer Road in Breckenridge, and a small, designated area at the Steamboat Springs Campus, there are no storage areas provided for the Tenants. Garbage cans, bottles, brooms, mops, toys, bicycles, fitness equipment, cardboard boxes, household furniture, and similar personal property are to

be kept inside the unit. Areas located outside front doors or on stairway landings are part of the common area and shall not be used for storage.

Vacate and Transfer Procedures

Tenants vacating the unit, or a bedroom of the unit, shall work with the Property Manager to complete a Move-Out inspection which will be the basis for the return or the withholding of the security deposit.

Transfer Policy

The Residential Lease Contract is a legally binding contract for the full term of the agreement. CMC, on occasion, due to extenuating circumstances will consider allowing a transfer to another residence within the same community.

Transfer to Another Unit

The following policies will be applicable for the consideration of a transfer within the same Community:

1. A transfer will be considered for relocation to a residence type to decrease or increase the size of the unit.
2. Any Tenant with more than three (3) months of the lease term remaining must pay the actual turn costs, if qualified, to transfer.
3. Any Tenant with less than 3 months of the lease term remaining may transfer without turn costs if he/she qualifies, so long as the remaining months of the current lease are added onto the new lease.
4. For the purposes of this Rule, "turn costs" refers to the cost of making a rental unit rent ready. A Tenant will qualify for a transfer based on the following criteria:
 1. Must have an established **twelve (12)** month rental history in the Community.
 2. All rent and charges must be paid in full and current.
 3. All payments for the prior **twelve (12)** months must have been paid on time.
 4. An inspection of the unit will be conducted. The unit must be free of damage. Normal wear and tear will be accepted.
 5. All terms of the Lease must be in compliance with no violations for the prior **twelve (12)** months.
 6. Tenant must complete a new rental application. Application for the new unit will be processed under the application approval guidelines of the Community for the new residence type.
 7. Tenant will be responsible for all turn costs depending upon remaining lease term of the existing Lease. All applicable turn costs must be paid prior to the transfer in the form of a money order or cashier's check.
 8. Pay the applicable security deposit for the new unit. Security Deposits paid for the existing Lease will be processed as required by law and in accordance with the Lease.
 9. Tenant(s) agree that if the unit, after move-out, require cleaning or repairs beyond ordinary wear and tear, and which exceed Tenant(s)'s Security Deposit(s) for the existing Lease, Property Manager may apply the unpaid charges to Tenant(s)'s account for the

new unit and Property Manager will be entitled to collect said amounts pursuant to the Lease for the new unit.

Commitment to Diversity

The Tenants of the CMC Apartments are a multicultural community. We are of diverse racial, ethnic, and class backgrounds, and national origins. Our views encompass a broad spectrum of religious and political beliefs, and sexual orientations may differ. We are unique in that we strive to work and live together, and in the process, we can learn from one another in an atmosphere of positive contact and mutual respect.

We are committed to behaving and expecting others to behave in ways which demonstrate respectful treatment of each member of our community. We are individually and collectively responsible for our behavior and are fully accountable for our actions. We must take initiative and responsibility for our own learning and awareness of the differences which exist in our community and avoid all actions that diminish others.

Bigotry has no place within our community, nor does the right to denigrate another human being on the basis of age, physical handicap, national origin, sexual orientation, race, gender, or religious affiliation.

We will not tolerate verbal or written abuse, threats, intimidation, violence, or other forms of harassment against any member of our community. Likewise, we will not accept ignorance, anger, alcohol, or substance abuse as an excuse, reason, or rationale for such behavior. All of us who work and live in CMC Apartments must be committed to these principles which are an integral part of our purpose, values, and daily activities.

Changes to Rules and Regulations

Everyone is expected to follow the Property Rules and Regulations as well as any additional published rules that the Manager may deem necessary to insure the safety and security of all Residents. The rules and regulations may be changed from time to time with thirty (30) days prior written notice to the Tenants. Violations or breach of the rules and regulations shall constitute a breach of the Lease Agreement. A violation notice will be served upon each violation of this Agreement. Infraction(s) may be cause for termination of the Lease Agreement.