



Resident Guide/Community Rules

Welcome Home!

The Village at Cottonwood Springs Team would like to welcome you to your new home. We hope your living experience at The Village at Cottonwood Springs is enjoyable and fulfilling. We at The Village at Cottonwood Springs are dedicated to serving your residential needs. To help accomplish this, we have created these Community Rules.

Maintaining the homes at The Village at Cottonwood Springs is a coordination of efforts by you “the Resident”, and the Cottonwood Spring Team. It is our sincere goal to meet or exceed your expectations in the services we provide. The Community Rules are the beginning point of our partnership during your residency. This handbook is an addendum to the Residential Lease you have signed and will act as the binding regulation for the Residents regarding their housing at The Village at Cottonwood Springs.

It is our goal to be active in your community. We will be visible and accessible so that you feel part of something special. Thank you for choosing The Village at Cottonwood Springs as your home. We personally look forward to serving you.

The Village at Cottonwood Springs Management Office
4600 Loma Del Rey
El Paso, TX 79934

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Introduction

These Community Rules contain current policies and services applicable to Residents of The Village at Cottonwood Springs. The Village at Cottonwood Springs may update policies and services over time to better address Residents' needs. Any modifications or changes to the Community Rules shall be effective after **30 days'** notice to the Resident.

It is important for Residents to familiarize themselves with the contents of these Community Rules in order to receive the full benefits of living at The Village at Cottonwood Springs. Any questions or concerns should be directed at the Cottonwood Management office.

Chapter 1 – Resident Safety

1.1 Fire Prevention & Hazards

Residents shall not engage in any hazardous activity that might cause fire or present a fire hazard. Report all fires to 911 immediately regardless of size. **Residents are responsible for all repair costs as a result of damage caused by their negligence or the negligence of any person on the premises with the Resident's permission or implied consent.** If the premises become uninhabitable by reason of fire not caused by negligence or willful misconduct, the Resident will be offered another home, subject to availability.

- Please take care not to block exits, including windows.
- Create and practice your own home evacuation plans with meeting points. Please refer to www.nfpa.org for more information.
- Fire extinguisher inspection/maintenance. [For Residents who have their own fire extinguisher(s.)]
 - o Read and follow all instructions on label and in owner's manual.
 - o Inspect extinguisher at least ONCE per month.
 - o Check that the extinguisher is charged. Pointer on pressure indicator MUST be in green. If pointer is in red or white section extinguisher is NOT ready for use.
 - o Be sure the lock pin is firmly in place.
 - o Keep the extinguisher clean. Check for dents, scratches, corrosion, or any other damage.
 - o Check the discharge nozzle. Make sure it is clean and free of obstructions.
 - o **DO NOT TEST BY PARTIALLY DISCHARGING.**
- Gas grills, charcoal grills and portable outdoor fireplaces may only be used in accordance with local safety codes and regulations. They must be at least 10 feet from any combustible structure. **Gas grills, charcoal grills and portable outdoor fireplaces may not be stored or utilized in the front yards or sides of the home.**
- All homes are equipped with smoke detectors. These safety devices shall not be deactivated or removed. Residents are responsible for testing smoke detectors monthly. Immediately report any smoke detector which does not work properly by submitting a service request. Any questions about operation or performance can be directed to The Village at Cottonwood Springs management office.
- The house number shall be clearly visible from the street at all times. Please contact Maintenance if this is not the case.
- Do not store flammable materials in heater closet, near hot water heaters or near gas-operated dryers.
- Flammable materials must be stored in well-ventilated areas.
- Fueling of lawn mowers and other gasoline operated equipment and dispensing of any flammable liquids must be done outside of all buildings, including garages or right-of-way associated with housing.
- Please do not place knots in your mini-blind cords. They should be kept separated and knot free at all times. This prevents a choking hazard.

- You should never leave an electrical extension cord plugged in. An electrical extension cord should only be used temporarily. The Village at Cottonwood Springs does not recommend the use of any extension cord that is smaller than 14 gauge. Additionally, ***extension cords may not be run over sidewalks or easements, up to including entryway as they may pose a trip hazard.***

1.2 Community Safety

- Report any non-working streetlights or emergency lighting to the management center.
- Speed limits are posted throughout the community. Speed limits are enforced by law enforcement for the safety of the Residents, especially children, in the community. Unless otherwise posted, the speed limit in all residential neighborhoods is 15 mph. **ONLY** street legal vehicles may be operated on city streets within the community.
- Transformers and utility boxes are not play areas. Do not allow children to play on them or dig around them. They are to protect individuals from high voltage electricity.
- Keep doors and windows locked to protect belongings and individuals.
- Please refer to section 2.13 for requirements and safety information on weapons and firearms.
- Do not warm up vehicles in the garage with the garage door closed. This is a common cause of carbon monoxide poisoning and can be life threatening.
- An emergency box should be prepared in case of emergencies to include bottled water, non-perishable foods, flashlight with batteries and an emergency radio.

Drainage Ditches/Culverts

The Village at Cottonwood Springs has a man-made drainage ditch, which runs throughout the property. Playing or swimming in the ditch is strictly prohibited. After heavy rains, the water can speed up enough to take a human life. Even the strongest swimmers are no match for the power of water. Fast water and debris can make the ditch very dangerous.

To learn more about safety, please check out some of these websites:

www.ready.gov

www.OSHA.gov

1.3 Parental Supervision & Care of Children

Parents are accountable for the conduct of their children. All persons **18 years and under** must be supervised by an adult at all times in any of The Village at Cottonwood Springs common areas. Parents are liable for damage caused by negligent and/or unlawful conduct of their children. Use of common areas, to include playgrounds, is permitted only between dawn and dusk. Exceptions will be made for The Village at Cottonwood Springs sponsored events.

Prohibited Play Areas

Children must abide by signage and are prohibited from playing:

- Around unoccupied buildings or homes
- At any construction site, whether or not work is in progress.
- Near The Village at Cottonwood Springs or contractor equipment (mowers, construction equipment, maintenance trucks, etc.)
- In drainage ditches or culverts

Chapter 2: General

2.1 Office Locations

The Village at Cottonwood Springs Local Management office
4600 Loma Del Rey, El Paso, Texas 79934

2.2 Office Hours

The following are the regular hours for the El Paso Management office:
Monday through Friday 8:00 AM – 5:00 PM

Office closures will be denoted by signage on management office door regarding National/Observed holidays

The Village at Cottonwood Springs reserves the right to adjust the holiday schedule if the holiday falls on a weekend.

2.3 Move-In Condition Evaluations

Prior to move in a Resident Relations Specialist walks the home through room by room, and examines the exterior. Should any discrepancies be observed, Residents should document the item immediately. The Move-In Inspection will serve as a basis to determine if any damages occurred in the home during residency and, if warranted, what charges may be imposed to correct the damage. The Resident will receive a copy of this report for their records. Any damages that occur during move-in or move-out caused by either Resident or moving company should be reported immediately to The Village at Cottonwood Springs Community Staff.

Backyard should be trimmed and free of trash upon move-in. However, residents are responsible for maintaining the yard going forward.

2.4 Access

The Village at Cottonwood Springs shall retain keys to each home within the community. Housing keys are always under secure control. These keys are used to provide access for routine preventative maintenance and emergency maintenance service. The Village at Cottonwood Springs staff will keep these accesses to a minimum. Therefore, with the exceptions of emergencies or abandonment, The Village at Cottonwood Springs staff requires permission from the Resident before entering a home. A twenty-four (24) hour notice may be placed on a resident's door to gain entry to a home.

2.5 Conduct and Breach, Illegal Drug and Unlawful Activity

Residents are responsible for the conduct of family members, guests and any other persons related to or affiliated with the household. Any conduct that violates the Residential Lease or these Community Rules may be addressed verbally and followed up through written notice to the Resident. Violation of the Residential Lease or the Community Rules may result in termination of residency and immediate eviction. The Village at Cottonwood Springs has zero tolerance for criminal and illegal drug behavior.

2.6 Noise / Quiet Hours

Resident and any persons on the premises are asked not to disturb the peaceful enjoyment of the

neighborhood. Residents shall keep the volume of any radio, stereo, TV, or musical instrument in a home sufficiently reduced at all times.

Excessive noise is always prohibited in the housing community. For enforcement purposes, the term “excessive” is noise that is disturbing to the quiet and comfort of another person, such as:

- Excessive dog barking.
- Music, vibrations, or other sounds emanating from homes, yards or automobiles that can be heard from a distance of 30 feet or more in any direction of the house.
- Noise in a public place.

Quiet hours within The Village at Cottonwood Springs are sunrise to sunset

- Violation of quiet hours may result in the occupant receiving a citation for noise abatement or disturbing the peace violation under state law as is appropriate.

2.7 Minor Violations

With the exception of severe cases, examples of minor violations include but are not limited to the following:

- Failure to maintain yard.
- Unauthorized commercial activities.
- Pet policy violations.
- Unauthorized construction or alteration.
- Unauthorized vehicle maintenance.
- Poor sanitary condition in/on/around the interior/exterior of home.
- Failure to allow maintenance personnel access to the home for any work.
- Illegal RV, trailer or boat storage at the Resident’s home or surrounding Community.
- Vehicles parked on the rocks or on prohibited streets.
- Excessive noise that disturbs others or violation of the quiet hours.
- Vehicles parked in vacant driveways, or driveways belonging to another Resident.
- Loose / un-bagged trash that is outside of the trash receptacle.
- Unlicensed/unregistered vehicles driving in/on the community to include ATV’s, quads, motorcycles, etc.

Penalties for minor violations of the Residential Lease or the Community Rules are as follows:

First Violation (Courtesy Email): Resident receives a courtesy email from The Village at Cottonwood Springs with a deadline to resolve issue by. Violation is uploaded into property management system.

Second Violation (Email of Warning): The Village at Cottonwood Springs issues a second email to state any potential charges the Resident could incur due to failure to comply, as well as the timeframe the Resident must comply. A phone call to resident will also occur. Violation is uploaded into property management system and phone call is logged.

Third Violation: The third notice will contain the actions, if any, that The Village at Cottonwood Springs took to remedy the issue, along with any charges incurred by the Resident. Failure to comply within three violations may result in a major violation, up to and including, lease termination.

Failure to remove pet feces, mow grass or properly store trash receptacles after pick-up in a timely manner may result in additional charges. Environmental hazards, such as pet waste, are considered separate from normal violations and will be reviewed and charged on a case-by-case basis.

2.8 Major Violations

Major violations of the Residential Lease or this Community Rules will result in The Village at Cottonwood Springs meeting with the Resident directly, as well as contacting the Chain of Command for those Residents who are Service Members. After appropriately notifying the Resident of the violation in accordance with Section 2.7, and failure of the Resident to immediately correct the violation, The Village at Cottonwood Springs may pursue lease termination procedures. Fees and charges may apply.

Major violations include, without limitation, the following:

- Serious misconduct, including repeat minor offenses, involving the Resident, family member or guest.
- Inherently dangerous or criminal actions.
- Domestic disturbances / spouse or child abuse.
- Felony convictions.
- Misconduct that results in injury or property loss to a neighbor, The Village at Cottonwood Springs, or the Government.
- Criminal activity by any member of the household or guest(s).
- Failure to pay rent
- Any threat(s) to a Village at Cottonwood Springs employee, verbal or written
- Subleasing.
- Failure to comply with an Email of Warning for any violation.
- Failure to pay debts (i.e., utilities, damages, charges).
- Poor sanitary condition in/on/around the interior/exterior of home.
- Misuse, discharging or brandishing a weapon in the housing area.
- Disabling of smoke detectors.
- Damage to the HVAC system.

2.9 Enforcement Policy

The Village at Cottonwood Springs is responsible for the enforcement of the terms of the Residential Lease and these Community Rules. When Residents reside in The Village at Cottonwood Springs, they are agreeing to abide by the Residential Lease and these Community Rules. The best way to make The Village at Cottonwood Springs “the best place you ever lived” is to cooperate and communicate with The Village at Cottonwood Springs staff throughout the residency at The Village at Cottonwood Springs. Should a Resident or family member fail to abide by the policies and procedures, The Village at Cottonwood Springs will investigate the problem(s) and address all issues and concerns with the relevant parties.

Acts of misconduct or violation of Resident policies will result in a written notice to the Resident by management staff. The written notice details the misconduct or violation, what corrective action is required, and what actions will be taken if further violations occur. If a persistent pattern of misconduct occurs, The Village at Cottonwood Springs may follow procedure for lease termination.

2.10 Guest Policy

Residents may have guests in their home. For visits of more than 14 days in the month, guest must apply as an occupant. The Resident is responsible for the conduct of all guests(s) that they allow to stay in the home. Guests may not intentionally or negligently destroy damage or remove any part of The Village at Cottonwood Springs residence.

2.11 Home Watch – Notification of Absence

Residents are obligated to notify The Village at Cottonwood Springs management office any time they leave their residence for more than seven days. This includes any military orders.

An emergency contact must be given any time a resident is away from home for more than 7 days. The Resident is required to arrange for adequate care of the home, ensuring that the fenced-in yard is maintained. Failure to provide provisions for lawn care during absences may result in The Village at Cottonwood Springs completing the work and billing the Resident. Pets may not be left unattended at the home during extended periods of absence.

2.12 Pest Control

Residents are responsible for minor pest control in/on/around both the interior and the exterior of the home. Good housekeeping assists in the prevention of pests. Homes should be kept clean and sanitary at all times. Large rodents, beehives/wasp nests, birds or termites that have taken up residence in the home or attic, and common indoor pests that are present in the home within 30 days of your move-in, The Village at Cottonwood Springs will send pest control, if reported. If pest control treatment is necessary, the Resident may be required to prepare the home prior to treatment. Access to your home is imperative for maximum effectiveness of treatment and maintaining scheduled appointments.

2.13 Weapons and Firearms

Registration

Weapons, firearms, and ammunition may be retained in The Village at Cottonwood Springs homes provided that the weapons and firearms are properly safeguarded. All The Village at Cottonwood Springs residents must abide by city/county/state laws.

Restrictions

The use of handguns, rifles, air rifles/pistols (BB guns), paintball guns, bows, and arrows, fishing spear guns, and fireworks in the The Village at Cottonwood Springs community is strictly prohibited.

Violations

Misuse, discharging, or brandishing a weapon as well as any other activity determined to be illegal or deemed as irresponsible handling of a weapon by a Resident, family member or guest will not be tolerated and will result in the termination of residency.

2.14 Housekeeping

Each Resident has a responsibility to ensure that their home is maintained in a clean, safe, and sanitary condition. Instances of poor housekeeping resulting in unsafe or unsanitary conditions will be investigated by The Village at Cottonwood Springs staff. We reserve the right to conduct home inspections and will need to access the entire home. Depending on the severity of the condition and the impact on the Residents, the case may be referred to various agencies to assist the Resident in correcting these conditions. Persistent poor housekeeping may result in lease violation process.

2.15 Natural Wildlife

Residents are not permitted to feed or bait any wildlife in The Village at Cottonwood Springs. Residents should notify The Village at Cottonwood Springs Management Office for any nuisance wildlife.

Chapter 3: Maintenance and Repair

3.1 Service Request Procedures

Maintenance and Repair

In order for The Village at Cottonwood Springs to maintain the comfort and safety of Residents' homes, please enter a service request online or by phone.

*Management may find it necessary to hire out specialized contractors to complete a service request.

3.2 Refuse / Recycling

The Village at Cottonwood Springs has contracted for refuse/recycling services. Refuse will only be accepted in these approved receptacles. Proper care of these receptacles is the responsibility of the resident.

Resident must bag and tie all refuse, preventing loose materials from littering your community. Any color trash bags are acceptable. Resident should not place refuse on patios or any other common areas, interior or exterior, to include outside of receptacles on side of home.

Trash is picked up every Wednesday and recycling is picked up every other Wednesday. Residents are responsible for placing receptacle(s) curbside by 7:00 AM on the designated pickup day. To prevent scattering of trash by animals or weather, trash should not be placed curbside the night before the scheduled pickup. **Receptacles must be properly stored within 24 hours of your trash service.** Trash that was not properly bagged and tied will result in a fine.

The Village at Cottonwood Springs residents may dispose of bulk items at the local refuse site free of charge. **Bulk items are not permitted to be left curbside at any point.**

For useful information on trash & recycling, please visit:

<https://www.elpasotexas.gov/environmental-services>

3.3 Plumbing

The plumbing in the home should be treated with care. It is important that toilets and waste pipes not be used for any purpose other than those for which they were intended. No sweepings, refuse, feminine products, baby products or any other improper articles such as children's toys, toothbrushes, etc. should be put into them. Do not dispose of grease in drain systems. Use cold water when operating the kitchen sink disposal. The Resident shall be responsible for any damage to the home caused by misuse of the plumbing system. Refer to Appendix A of this guide for additional information.

3.4 Home Alterations and Repairs

The Village at Cottonwood Springs Residents shall make no alterations or repairs to The Village at Cottonwood Springs property without prior written approval

Requests can be submitted in writing with details through the local management office, online or via phone.

Approved alterations and repairs must not damage the home, garage, or adjacent areas. Upon move-out, the property must be returned to its move-in condition. In the event the removal of any such fixture or other personal property of the Resident causes damage, The Village at Cottonwood Springs may charge the Resident the cost to repair the damage. **Management has the right to deny any alterations/modification to the home.**

3.5 Preventive Maintenance Work

All homes are required to have preventive maintenance work as needed. This work is required to ensure the safety and efficiency of the home, and all provided appliances/systems. **Preventive maintenance is required.** When necessary, Residents will be called at the phone number provided to the dispatcher to schedule all preventive maintenance work when access to the interior of the home is required. A notice may be sent in lieu of the phone call notifying the Resident of the date of service. If Residents are not home at the scheduled time of service, a technician will enter the home to complete the maintenance. Additionally, if the resident will not be present during the time of work scheduled, resident must **not** deadbolt the home or leave pets unsecured in the home.

Chapter 4: Care and Use of Homes

4.1 Mildew and Mold Prevention

Molds are forms of fungi that are found naturally both indoors and outdoors. Moisture and humidity make mold overgrowth a problem in some buildings. Molds produce spores, which are released in the air and can cause allergy symptoms for some people. It is the Resident's responsibility to read the Mold and Moisture addendum of the residential lease, upon move-in. Follow the guidelines set out to minimize the development of mold and mildew in the home. The Resident is responsible for any damage caused by excessive mold or mildew in the home resulting from their negligence. Residents should report suspected mold to El Paso management office immediately, via email or by service request submission.

4.2 Satellite Dishes

- Satellite dishes are not to be attached to any roof or any other part of the structure of the home. Under no circumstances will any brick, vinyl or metal surfaces of the home be penetrated.
- Satellite dishes will be 36 inches or less and professionally installed
- Satellite dishes and all associated conductors and guywires must be in such a manner as to prevent them from coming in contact with electrical power lines.
- Residents are fully liable for any and all injuries and damages to persons or property resulting from their satellite dish. Residents shall have the satellite dish installed and operate the dish at their own risk and hereby indemnify The Village at Cottonwood Springs, including their related companies, employees, agents, and service providers from any and all injuries and damages resulting from ownership, installation, and/or use of their satellite dish.
- Satellite dishes should be placed in back yards only
- No concrete may be used to secure a post.
- Residents are responsible for removing the satellite dish upon move-out and returning the home to move-in condition.
- Please notify El Paso management office if satellite dish will be installed at home

4.3 Patio Covers

Attached patio covers (i.e., awnings, enclosures, etc.) of any type are not authorized.

4.4 Outdoor Furniture

Only furniture intended for outdoor use is to be used outdoors.

4.5 Window Coverings

Items such as flags, sheets and blankets must not be used as a window covering. The Village at Cottonwood Springs reserves the right to require that material in poor taste be removed. **Window films and foil are not permitted on windows, to include garage windows.**

4.6 Installation of Privately Owned Equipment

All homes come fully equipped with a stove and range-hood, refrigerator, dishwasher, and air conditioning. The appliances may not be removed or replaced with privately owned appliances or moved in any way as to alter the current layout of the homes Residents may use a freezer, second refrigerator, etc., to accommodate their household needs when the appropriate power supply is available.

Residents may install a portable gazebo in their backyard, with approval by El Paso management office.

If approved, gazebos must be maintained in good condition and be neat in appearance. Gazebos must be properly secured but may not be attached to any part of the structure. Residents are required to remove the gazebo upon moveout. It is the resident's responsibility to restore grassed area at the residents' expense.

4.7 Laundry

All homes are equipped with washer and dryer connections. Resident is responsible for proper installation of water hoses and dryer ducts. Most of our homes are equipped with both electric and gas options for dryers. However, it may be necessary to change out the dryer power cord. Connections for the electric dryer option are three-pronged.

To maintain the aesthetics of the community, hanging or placing laundry on the exterior of any building or fence is not permitted.

4.8 Curb Appeal

Residents must use furniture that is intended for outdoor use only. No furniture intended for indoor use is allowed outside. Patio furniture is designed for the back patio area of the home. Residents may have a park bench, decorative lawn swing (excluding swings attached to trees), and patio chairs on the front porch area if they do not block the entry to the home and are neat in appearance. Patio furniture must be maintained in good condition (free from rust or damage). Folding camp/sport chairs should be removed from the front or side yard areas and stored when not in use. Please limit use of picnic/patio tables to the backyard. The Village at Cottonwood Springs has the final approval on appearance.

Curb address painting/customization is prohibited. If at any time, the address on the home/driveway area is no longer visible, please place a service request.

4.9 Flags

Flags should be displayed according to standard American Flag Etiquette and are not permitted to be attached to trees. Flags that are considered in poor taste by The Village at Cottonwood Springs will not be allowed. **Flags may not be hung from or in windows.** If a flag holder must be mounted to home, prior authorization from the El Paso management office is required.

4.10 Painting

Residents may not paint the interior or the exterior of the home.

Chapter 5: Personal Recreational Equipment

5.1 Skateboards/Bicycles

Skateboarding/Bicycle riding is permitted on the sidewalks and personal driveways only. The following protective equipment is recommended for each user: helmet, shoes, wrist guards and elbow and knee pads. Riders must allow pedestrians right of way when using sidewalks. Riders must be supervised by an adult.

5.2 Swimming Pools/Hot tubs/Jacuzzis

Swimming pools, hot tubs & Jacuzzis are not permitted.

5.3 Outdoor Equipment / Toys

Forts / tree houses are not allowed. No equipment, toys, or swings are permitted to be attached to trees. The constant wear on the tree can cause damage and potential infection.

Personally owned playground equipment is only permitted within the fenced backyard. The equipment must be complete and have no defects in order not to cause safety or health concerns. The Resident is completely responsible for the supervision, safety, and maintenance of the equipment. The Resident is also responsible for any lawn areas damaged due to installation or use of the equipment upon move-out. Residents are responsible for damages or personal injury associated with playground equipment and therefore should obtain appropriate liability insurance. The Village at Cottonwood Springs assumes no responsibility and/or liability.

All outdoor toys must be neatly stored when not in use.

5.4 Trampolines

Trampolines are prohibited.

5.5 Basketball Backboards

- Only portable basketball backboards may be utilized. Backboards may not be attached/ mounted to the structure of the home
- Basketball backboards left in common areas will be removed and disposed of.
- Basketball backboards are to be stored when not in use.

5.6 Off-road Motorized Vehicles

Use of ATV's, quads, 4 wheelers, dirt bikes, mopeds, UTV's, etc. are prohibited

Chapter 6: Miscellaneous

6.1 Use and Residency

Only listed Residents shall personally use and occupy the premises and will do so solely as a private dwelling. The Resident agrees that the number of Residents will not exceed the number and names shown on the Residential Lease. Residents must notify The Village at Cottonwood Springs if the occupancy size increases or decreases. Occupant size is limited to 2 persons per bedroom.

See section 2.10 of Community Rules regarding guest policy

6.2 Home Businesses

Operating a business out of the premises is prohibited

6.3 Pet Policy

Resident agrees to comply with the following rules, regulations and restrictions, which may be changed by Landlord from time to time at Landlord's sole discretion and upon written notice to Resident:

1. Landlord must approve all pets and all required documents are to be on file (including evidence such pets are vaccinated, registered, licensed and micro-chipped in accordance with applicable State and local laws) prior to such pets entering the Community. No "visitor" pets are permitted without Landlord approval.
 - a. The City of El Paso requires dogs and cats to be licensed. Proof of licensing must be submitted prior to move in.
 - b. The Landlord and the City of El Paso requires dogs and cats to be microchipped. If your dog or cat is currently not microchipped, you can contact your veterinarian for more information. Proof of microchipping must be submitted prior to move in.
2. No more than two (2) pets per household are allowed at any given time. Exceptions will be made for residents who have a lease with a different pet policy.
3. PET RENT: Resident(s) must pay additional rent per month, per pet. Service and assistance animals will not be charged pet rent if they have completed the *Service Animal or Assistance Animal Request Addendum*.
4. NON-REFUNDABLE PET FEE: Resident(s) must pay a non-refundable pet fee per pet to keep a permitted pet within such resident(s) premises within the Community. Service and assistance animals will not be charged non-refundable pet fees if they have completed the *Service Animal or Assistance Animal Request Addendum*.
5. Resident(s) are fully responsible for the conduct and actions of their pets at all times and, among other things, the full restitution for damages to yards, homes, property, etc., and hospital bills or veterinary bills incurred as a result of injuries inflicted on people or other animals caused by their pet(s).
6. Resident(s) are responsible for paying for any damages caused by their noncompliance with the provisions of this policy and the charges imposed by the Community to repair the damages associated therewith.

7. A resident(s) failure to permanently remove the pet as provided herein or failure to comply with all other terms of this policy shall constitute a default permitting termination of such resident's lease with the Landlord.
8. Resident(s) must notify the Welcome Center within five (5) days of acquiring a pet and shall re-execute or update their Pet Addendum accordingly.
9. Resident(s) are responsible for keeping the grounds clean and sanitary. All yards and common areas must be kept clean of pet droppings. Resident(s) must pick up and properly dispose of animal waste and residents who walk their pet must carry a plastic bag to retrieve and dispose of any droppings. It is a violation of this policy for any resident to simply "turn out" their pet and recall it at their convenience. Failure to adhere to this provision will result in charges to the resident(s).
10. Pets must be "on leash" at all times when outside the fenced area of the housing unit. Pets shall not be tethered outside the home. Pets must be in the home or behind an approved fenced area in the backyard if unattended. Pet food shall not be kept outside, as it will attract vermin and pests.
11. Each resident(s) must keep his or her pet(s) kenneled or contained upon the Landlord's access to such resident's unit/housing for inspections, maintenance and showings.
12. Resident(s) are required to (a) provide care, feeding, and supervision of their pets, (b) control their pets at all times, (c) pay for damages caused by their pets, (d) maintain the good health of their pets and (e) maintain flea and odor control of their pets.
13. Pets are not allowed in playgrounds at any time.
14. Pets of vicious or dangerous disposition shall not be permitted within the Community for any reason whatsoever. No pets with a history of aggressive, threatening or violent behavior will be allowed.
15. The breeding of animals or operation of a commercial kennel within a resident's premises or anywhere else within the Community is strictly prohibited.
16. Resident(s) shall insure that their pets do not at any time disturb any other resident of the Community (or animal of any other resident) nor damage any property located in the Community.
17. If, in Landlord's sole and reasonable discretion, a pet constitutes a threat to the health or safety of other residents or animals of other residents or otherwise creates a nuisance, which disturbs the rights, comforts or quiet enjoyment of other residents, has caused or is causing damage to the property in the Community, or has shown or is showing aggressive behavior towards any other resident, or animals of other residents, or community staff then the owner of such offending pet shall permanently remove such pet from the Community within five (5) days after written request by Landlord. Should a resident feel that such request is unreasonable or without basis, such resident may request a meeting with the Landlord to discuss the removal request. The requesting resident is entitled to be accompanied at the meeting by a person of his or her choice. The final determination to remove the offending animal shall be made by the Landlord (in good faith) after reasonable discussion with such requesting resident and evaluation of all of the pertinent evidence. A resident's failure to correct the situation as required by Landlord, timely request a meeting, or appear at a scheduled meeting may result in the removal of the offending animal, waiver of such resident's right to dispute such removal or termination of such resident's tenancy at the Community.

18. Resident(s) shall indemnify, defend and hold harmless Landlord and its agents, employees and representatives from and against any actions, suits, claims and demands, including, without limitation, attorneys' fees, costs and expenses, arising from damage or injury to any person, animal or property caused by their pets or their non-compliance with this policy.
19. The following animals are not allowed in the Community or to be kept by residents in their individual unit/housing in the Community at any time without an Exception to Policy (ETP) approved by the Community Director:

Dogs of the following "restricted breeds" (to include any dog with a mix of any such breeds)*:	Pit Bull (American Staffordshire Bull Terrier or English Staffordshire Bull Terrier), Rottweiler, Presa Canarios, Doberman Pinscher, Chow Chow, Akitas, Mastiffs, Great Danes, Alaskan Malamutes, and wolf hybrids.
Any dog (of any breed) that demonstrates a propensity for dominance or aggressive behavior as indicated by any of the following types of conduct:	Unprovoked barking, growling or snarling when people approach; aggressively running along fence lines (if applicable) when people are present; biting or scratching people or other animals; or escaping confinement or restrictions to chase people.
Reptiles and fish:	Example: Snake, lizard, turtle, tortoise, crocodile, alligator, iguana, komodo dragon, newt, gecko, gila monster, electric eels, piranhas, pufferfish, and sharks.
Arachnids:	Example: Spider, scorpion.
Rodents (other than hamsters and guinea pigs):	Example: Mice, rat, gerbil, mole, beaver, squirrel, porcupine, chipmunk, prairie dog, groundhog, gopher, shrew, bat, hedgehog, raccoon, and skunk.
Wild or exotic animals:	Example: Fisher cat, fox, weasel, raccoon, monkey, Ferret, chinchilla, jackal, coyote, wolf, skunks.
Farm animals:	Example: Pig, horse, cow, chicken, sheep, goat, and geese.
Birds of prey:	Example: Hawk, eagle, buzzard, vulture, owl, falcon, harrier, kite.

**Notwithstanding anything contained herein to the contrary, the "restricted breed" restriction above shall not apply to a (i) certified military working dog being boarded by its handler/trainer and approval is obtained by the Community Director in writing, (ii) certified police or retired police working dog being boarded by its handle/trainer and approval is obtained by the Community Director in writing, or (iii) service animal or assistance animal registered with the Landlord. In addition, whether a pet is a "restricted breed" or mix of any of the "restricted breeds" shall be determined in the reasonable discretion of the Landlord. In the case of a dispute concerning the Landlord's determination of whether a pet is a "restricted breed" or mix thereof, a local qualified veterinarian selected by the Landlord shall make such determination, which determination shall be final and conclusive. Any costs associated with the veterinarian's determination shall be borne by the disputing resident.*

20. Resident(s) may not board any animal (other than a dog or cat) without a signed Exception to Policy request.
21. The privilege of keeping a pet in the Community may be revoked and/or a warning issued if a pet is determined to be a nuisance. A nuisance is any action of a pet that endangers life or health, gives offense to the senses, violates laws of decency or obstructs reasonable or comfortable use of property. An animal may be considered a nuisance if it, among other things, (a) habitually or repeatedly barks in a manner that disturbs others, (b) interferes or obstructs persons engaging in exercise or physical activity, (c) defecates on the lawn of a home not occupied by its owner, or (d) habitually violates the leash requirement.
22. If a resident witnesses or has actual knowledge of any incident involving the aggressive behavior (or any other behavior or actions that would constitute a violation of the Community rules and regulations or a nuisance) of any animal(s), permitted pet(s) or service or assistance animal(s) in the Community, such resident shall promptly report such incident to the Landlord by contacting The Village at Cottonwood Springs Management Office. The resident shall provide Landlord with all reasonably requested information including, without limitation, the date, time, and location of the reported behavior, essential facts of the incident (including any potential provocation and the specific behaviors exhibited), the breed and type of the offending animal, any witnesses and their corresponding contact information, and the resident's contact information.
23. Place pet houses in the back yard within 25 feet of the rear of the home. Ensure that the structure is of sound construction, inspected and approved by The Village at Cottonwood Springs personnel. It must be neat in appearance, cleaned daily of pet waste, kept free of ticks, fleas and other parasites. It must also be enclosed in a fenced area, and removed prior to move-out. The structure should provide adequate shade/shelter for the animal, and be of adequate size for the pet.
24. Grass must be maintained in all pet areas. Bare areas are not allowed.
25. Yard gates are permitted to have chicken wire and zip ties to close gapping in gates for smaller pets but must look neat and must be removed upon move-out to prevent move-out charges.
26. Bricks, cinder blocks and paving stones are permitted to close under-gapping of the yard gates. **No other material is permitted to be used for the purpose of blocking gates.**
27. Abandonment of pets is prohibited.
28. Residents are required to restore grounds prior to move-out and are responsible for any damages caused by installation and removal of pet homes.
29. Fish tanks are allowed up to 10 gallons in size. Larger fish tanks require approval through an Exception to Policy (ETP).
30. Doggy door attachments are not permitted.

Disposal of Deceased Pets

Owners are responsible for disposing of deceased pets. Residents should contact local veterinarian services for proper disposal procedures. Deceased pets are not to be buried on the premises. Residents are NOT to dispose of dead animals in trash bins. In addition, Residents may not clean animals that have been killed for sport on or near The Village at Cottonwood Springs property to include but not limited to deer, javelina, etc.

6.4 Parking

Each home has one single space parking garage provided. Residents are responsible for adhering to the parking guidelines provided by the El Paso Management office. Parking on the rock is strictly prohibited. Parking that includes blocking sidewalks is not permitted. Parking of motorcycles on the entryway sidewalk in front of a home is not permitted. At no time are vehicles permitted to be driven or parked on the common areas (e.g., community parks). Parking fines, ticketing and towing may occur with no notice for failure to adhere to these guidelines. Parking of recreational vehicles, boats or utility trailers in the housing area is prohibited except for 24 hours before and after loading/unloading. Improperly parked vehicles are subject to immediate towing/removal at vehicle owner's sole risk and expense. Management will in no way be held liable for any costs (towing, storage, or damage) associated with such removal.

6.5 Landscaping

The Village at Cottonwood Springs currently provides lawn services for the front yard and sides of home leading up to the gates. Landscaping is to ensure blowing of leaves and weed control. However, the removal of trash and waste on the front/sides of home are resident responsibility, even if due to inclement weather. In the event this policy changes, or to meet additional requirements on your lawn, please refer to the guidelines below: Residents will be responsible for mowing, edging, and weeding of their respective home. Lawn and yard areas will be maintained to present a neat and orderly appearance. Failure to properly maintain your lawn/yard will result in The Village at Cottonwood Springs utilizing a private contractor to cut/rake/maintain your lawn at Resident's expense.

The following exists for violations in the occupied lawn policy:

- A Resident may receive a warning notice if a lawn is overgrown. Management representative will return to the home within specified time in notice to re-inspect for compliance.
- Failure to comply with warning notice will result in management dispatching landscaping vendor to address deficiencies and resident will be billed back for labor.

All lawn areas to include shrubbery, trees, fence lines, and other vegetation within 50 feet of your home in any direction should be properly maintained by Residents. This includes mowing, edging, and weeding. This includes neutral grounds, curb lines, and sidewalks.

Tree pruning is to be performed by The Village at Cottonwood Springs if the tree is over 8ft. in height. If you feel a tree needs to be pruned/trimmed, please place a service request.

Lawns should be kept free of trash. It is the Residents' responsibility to ensure that their yards are maintained in a neat and orderly fashion.

No Resident shall skin, deface, or remove the outer trunk surface or bark of any tree, plant, or shrub at any place to such an extent in any such manner as to deface, injure, destroy, or endanger the life of any tree, plant, or shrub. Inserting objects into tree trunks opens wounds for insects and disease infestation. Nothing may be attached or hung in trees.

6.6 Telephone and Cable Services

The Resident is responsible for telephone instruments, services, and additional equipment. Cable television is the Resident's responsibility. Any holes needing to be drilled from the exterior of the home to the interior must meet certain standards. Standards must be pre-approved.

6.7 Lockouts

In the event of a lockout that occurs Monday – Friday 8 a.m.- 5 p.m., resident may come to the local management office to borrow a copy of their designated house key to gain re-entry. Proper identification will be required to get access to key.

In the event of a lockout after business hours Monday – Friday, 5 p.m. – 10 p.m., a \$75.00 lockout fee will be charged. Proper identification will be required to get access to home. If there is additional damage to the home due to lockout, additional charges may apply.

If a lockout occurs any day after 10 p.m., Monday - Friday, or if a lockout occurs on a Saturday or Sunday, the resident is responsible for contacting a locksmith.

Residents are not permitted to change or in any way alter the locks installed on the doors of the leased premises. In the event of lost keys, the Resident may be charged a replacement fee. Any security devices that prohibit El Paso management office from entering the home is not permitted.

6.8 Freeze Warnings

During the winter, temperatures may drop low enough to freeze pipes. To minimize the risk associated with this, Residents are asked to perform the following tasks when temperatures are below freezing:

- If you will be away from home during periods of freezing temperatures, DO NOT turn off the heat in your home.
- Keep garage doors closed.
- Keep access doors under and around buildings closed.
- Open kitchen and bath cabinet doors to expose pipes to heat.
- Always maintain a minimum temperature of 60 degrees.
- At least one faucet should be left to slow drip

Residents will be responsible for damages caused by neglect during freezing temperatures.

6.9 Exterior Decorations

The Village at Cottonwood Springs encourages Residents to show their spirit during holiday seasons. The Village at Cottonwood Springs is also concerned with neighborhood appearance and requires having holiday decorations removed within 2 weeks following the holiday, weather permitting.

While The Village at Cottonwood Springs allows the use of staked down path lights in the ground, no string/rope lighting is permitted to light pathways, walkways, or sidewalks. At no time may the use of extension/ power cords be in use over sidewalks or pose a trip hazard, including up to entryway.

Decorative lighting is not permitted year-round.

The Village of Cottonwood Springs has the final approval and authority to deny any of the abovementioned items on a case by case basis.