



Butterfly Springs Apartments
Rules and Regulations

Effective June 2018

The following rules and regulations will keep Butterfly Springs Apartment Homes (BSA) clean, attractive, and pleasant for all tenants. BSA tenants shall follow these rules and regulations. Management of the BSA may modify these rules and regulations from time to time without notice. Modifications shall be *effective* ten (10) after notice to tenants.

The terms "Tenant" and "Tenants" refer to individuals who are leasing an Apartment. The term "Management" refers to Pueblo of Pueblo Enterprise Corporation Realty Department ("PPEC") and its agents employees.

1. GENERAL PROVISIONS

- A. Lease Agreement and this rules and regulations document must be completed, signed, initialed, and dated by a tenant before the Apartment is occupied. The tenant is responsible on updating the lease agreement every year they occupy the rental.
- B. No advertising for the sale of goods or services is permitted within the BSA. Tenants shall not assign or sublease any apartment at BSA.
- C. Tenants are given 2 apartment Keys and 1 mailbox key. Any more will be a 10.00 charge. Keys are to be returned to the Realty office at the time of move out. If the keys are not returned there will be a re-key charge of \$50.00 and 10.00 for every key not turned in.
- D. If there is a deposit owed at move out and not collected with 60 days after departure the deposit will be forfeited and non-returnable.

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- F. In the event that a tenant abandons an Apartment, Management shall not be responsible to the tenant for any theft from, destruction of, or damage to personal property left behind.
- G. Tenants shall contract with the Jemez Electric for electric service. Tenants shall keep their Electric account current. "Current" means that the account is paid in full by the due date, so that there is no "PAST DUE" balance. Management may *terminate* tenant's Lease Agreement and file in Pueblo of Pojoaque tribal court for eviction and a money judgement upon a Tenant's failure to keep his or her account with Jemez Electric current.

2. CONDUCT

- A. Actions by any person of any nature that may be dangerous or that may create health and safety problem, or disturb others are prohibited. This includes, but is not limited to, any unusually disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct in the Park. A *violation* of this shall be grounds for Management to terminate the Lease Agreement.
- B. Stereos, radios, televisions, record players, musical instruments and other electronic amplification equipment and instruments must be used so as not to disturb others and shall be kept at a minimum volume between the hours of ten (10)pm and (8)am.
- C. **Children shall not be allowed to run or play unattended at any time.**
- D. Peddling or soliciting is prohibited.
- E. The use, possession, or distribution of ***illegal drugs*** is prohibited. Tenants convicted in Pueblo of Pojoaque tribal court, federal, or state court on the manufacture, possession, distribution, or use of illegal drugs during their tenancy may be subject to termination of their lease, pursuant to the laws and customs of the Pueblo of Pojoaque.

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- F. Tenants are responsible for replacement and repair costs for damage to BSA property caused by their children, pets, and guests. This includes light bulb replacement, and window coverings, appliance repair due to neglect, and cleaning.
- G. BSA equipment, facilities and apparatuses are solely for the use and enjoyment of tenants and their guests. Management shall not be liable for any injury or loss resulting from negligent, reckless, or unauthorized use Apartment complex, equipment, facilities and apparatuses.
- H. guns and similar weapons are prohibited within the complex except when an adult is transporting the weapon from the home to areas outside the Pueblo. Persons under the age of eighteen (18) years of age are prohibited from possessing such weapons within the complex.
- I. Butterfly Springs is a non-smoking complex in doors only. Smoking is permitted out doors or your apartment. All smoking debris is to be picked up and disposed of by the apartment tenant.

3. **PET OWNERSHIP/ANIMALS**

- A. Chickens, ducks, pigs, goats, fowl, and other barnyard animals are ***strictly*** prohibited within the Complex.
- B. The types of pets permitted are dogs, cats, small birds (such as parakeets and canaries), fish and other usual household pets approved by management. No **more than two pets** will be allowed per home. ***No exotic pets or viper snakes are allowed.*** Each pet not to exceed 35 lbs
- C. Proof of inoculations is required annually or at the request of Management. Failure to provide proof of inoculation may result in termination of tenants lease agreement.

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- F.** **Vicious animals are not allowed within BSA.** If Management determines, within its sole discretion, that an animal poses a threat to tenant's safety or well-being, tenants shall remove the animal from the Complex immediately upon notification from Management. **Pit bulls and pit bull mixes are PROHIBITED within BSA.**
- G.** Pet owners shall keep control over their animals at all times. When outdoors, all pets must be confined on a leash at all times. **Animal Control Regulations** prohibit residents from permitting their pets to roam unleashed within the community. Roaming pets may be picked up and impounded without notice. The pet's owner shall bear full responsibility for any costs incurred related to any animals impoundment.
- H.** Pets may be walked within the community. Any excrement left by a pet must be picked up immediately and disposed of within the tenant's home or in appropriate disposal.
- I.** Pet owners shall abide by all applicable Pueblo of Pojoaque, county and state animal laws ordinances. Pet owners are responsible for all damage caused by their pets.
- J.** Repeated violations of Animal Control laws or ordinances, or repeated disturbances or damage caused by a tenant's pet may result in a loss of privilege to keep pets within the complex, termination of tenant's lease at Management's discretion, or both.
- K.** Should a tenant lose a pet, tenant must obtain written permission from Management before acquiring another one.

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5. AUTOMOBILES, MOTORCYCLES AND BICYCLES

- A. Inoperable motor vehicles are not permitted within the parking lot at the Apartment complex. An inoperative vehicle is a motor vehicle that is not operable, whether temporarily or permanently, due to flat tires, missing tires or wheels, or in a state of disrepair, or not drivable. To be considered operable, a vehicle must have a valid registration sticker on its license plate. Inoperable are subject to tow and storage at the owners expense.
- B. Tenants are prohibited from performing repairs on any vehicle within the parking lot.
- C. Tenants vehicles will be documented with stickers given by the Realty office to account for parking. Vehicles not displaying Pueblo provided stickers will be considered abandoned and possibly towed, at the owners expense.
- D. Motorbikes, dirt bikes, all-terrain vehicles (ATVs), off highway vehicles, and electric/battery powers vehicles for children are prohibited within the parking lot without prior permission from the Pueblo of Pojoaque Tribal Council.
- E. Tenants shall comply with all posted speed limits. Speeding or driving in a reckless or careless manner so as to endanger the safety of others shall be cause for Management to terminate a Lease Agreement.
- F. Tenants shall abide by all applicable laws and ordinances in force and hereafter enacted by the Pueblo of Pojoaque Tribal Council, including any curfew ordinances.

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I/We (print name(s) _____) have read and understand the above rules and regulations of the **Butterfly Springs Apartments**. I/We promise to abide by these rules and regulations at all times. I/We understand that failure to comply and abide with the rules and regulations may be cause for Management to terminate my Lease Agreement.

ACKNOWLEDGED:

Tenant Signature

Date

Tenant Signature

Date

PPEC Agent/Representative

Date