

Rees Apts. Community Rules and Regulations

The Community Rules and Regulations are used in accordance with the Residential Rental Agreement and are meant to provide additional clarification for rules and regulations specific to this community and the premises therein.

ABANDONMENT

Resident may not abandon or vacate the leased premises at any time without the proper notice as explained in the Residential Rental Agreement. If a resident is absent from the premises and a rental payment is due and unpaid for more than fifteen consecutive days, the tenancy will be deemed to have been abandoned. Any property left in an abandoned property may be moved to storage. Any property not claimed within 5 business days will be sold or disposed of by donation to a charity at Management's discretion.

In addition to the remaining rent on the premises, Residents will be liable for the costs of inventory, moving and storage of abandoned property. The minimum storage charge will be fifty dollars (\$50.00) plus a daily storage fee of \$10 per day. However, it is agreed that the property may be stored off site and resident will be liable for any actual costs and charges of storage.

ABSENCE FROM PREMISES

If a resident is going to be absent from the premises for a period exceeding seven (7) days, formal written notice should be given to the management. This includes vacations, business trips, etc. Although the management does not incur a greater obligation as a result of such notice, it does allow for a more expedited response to problems. Such notice will also allow the management to take proper steps to notify you or your designated representative in the event of a problem during your absence.

RADIO AND TELEVISION AERIALS AND DISHES

Aerials for radio, television, satellite communications, shortwave, or any other purpose may not be placed or erected on the roof or the exterior of the buildings. This includes usage on any balcony or patio area. Amateur radio operators are also prohibited from transmitting within the apartment community. The usage of portable communication devices, listening devices, and video devices may also be restricted by management. Such restrictions may include the prohibition of usage within the community. This prohibition or restriction may be implemented on a case by case basis at the sole discretion of the management when it is needed or appropriate.

OUTDOOR STORAGE & USE

Nothing shall be hung on the railings or balcony inside or outside of the residents apartment or any of the indoor or outdoor common/amenity spaces throughout the property. This includes but is not limited to: Dust mops, clothing, tablecloths, rugs, etc. shall not be shaken or cleaned in any of the public walkways or from any of the windows or balcony. No storage of any kind anywhere around the building, outdoor common areas, or on the balcony. This includes the indoor common area, under the stairs or in the hallways. Baby carriages, strollers, tricycles, bicycles, are not to be left on the porches, walkways, balcony, or halls of the building, there will be a charge of \$25.00 per violation. Contact Management for any special requests (i.e. holiday lighting).

EXTERIOR MAINTENANCE

Residents will have no obligation to maintain the exterior lawn and landscaping as explained in the Residential Rental Agreement. However, if windows can be reached without the use a ladder, tenant should clean windows of their immediate premises.

APARTMENT ALTERATIONS

No modifications or alterations may be made to the premises without prior written permission of management. Residents may not paint, change locks, wallpaper, hang wall shelving, add lighting or other electrical devices (other than those that plug into existing outlets), fix fixtures or other items owned by the Owner (without specific written approval), apply glass/window stickers or adhesive shelf/drawer covers, nor make any other alteration to any of Owner's property. This includes any holes in the walls, ie nails, screws, & wall mounts. Command Strips are acceptable.



Any such alterations or modifications will be considered a breach of the Residential Rental Agreement and may subject resident to eviction. In all such cases, in addition to any other remedy, resident will be obligated to reimburse Owner for all costs to return the premises to the condition that existed prior to residents' alterations.

CARPET CARE

Resident shall be responsible for cleaning and care throughout the tenancy. Any damage caused to carpets by animals, Residents or their guests, shall be charged to the Resident. This cost may include replacement of the carpet if carpet needs replacement for the next tenant. Replacement of carpet is at Owner discretion.

Care should be taken to ensure that no damage is done to any of the flooring. Carpet generally has a useful life of at least ten years. Vinyl flooring has a useful life of at least twenty years. Damaged carpet may not be able to be replaced on a room by room basis. Damage to carpet in one section of the room will require the entire room to be replaced as a minimum. Damaged vinyl will require the entire vinyl to be replaced. If damage is found at any point in the contract by Management, damages must be paid by Resident immediately out of security deposit fund.

Resident agrees to pay all such costs of replacement if flooring is damaged during its tenancy.

CHANGE IN POLICIES

From time to time, as deemed necessary, it becomes important to modify or change the rules and regulations to better suit the community's needs. Once the change is effective and residents have been notified, the new policy will be considered a formal part of the apartment rental agreement.

Notice of any such changes in rules and regulations may be given by publishing the new rules in any monthly newsletter, by posting the new rule on all community bulletin boards, or by posting or delivering the new rule to each Resident at the premises. Thirty (30) days after such change is noticed, all residents will be required to comply with the new rule.

CHILDREN

Children shall not play in the entrances, stairs, or landings. Parents and guardians are fully responsible for the damages/disturbances incurred by children.

CLEANLINESS OF GROUNDS

Please place all trash in provided containers. Do not leave trash in common areas, porches, patios, balconies, or beside dumpster or waste container. All trash must be put in the dumpster. Pet waste containers are for pet waste only. Smoking or vaping is absolutely prohibited on the property/premise. Therefore, leaving any cigarette butts or other smoking paraphernalia on the property is a violation of the lease and will be fined \$50 per infraction and may be grounds for eviction. Help us keep your community attractive. It is the responsibility of each resident to pick up after themselves, their guests and their pet(s).

CRIMINAL ACTIVITY

NO CRIMINAL ACTIVITY OF ANY KIND WILL BE TOLERATED ON THE PREMISES.

Any criminal activity on the premises will be grounds for immediate eviction. This includes criminal activity of any resident, occupant or guest within the community. Criminal activity need not be charged or investigated by police authorities to be grounds for eviction.

The discharge of any firearm or other weapon within the community will be grounds for immediate eviction.

Residents who commit criminal activity outside the community may be evicted if the activity is drug or gang related. If such activity results in the incarceration of the resident for any length of time, or the consequences of the activity has any impact on the community (including but not limited to searching of the premises by the police, the arrest of an individual while within the apartment community, or the activity involved another resident, etc.) any and all expenses incurred by management will be charged to Resident.

Residents are responsible for the actions of their guests and visitors. Criminal activity by a Resident and or



guest will result in immediate eviction of the resident. Criminal activity includes but is not limited to: possession, use, or sale of drugs; destruction of property of another person or the community; assault of another person or animal; threats of bodily harm to another person; theft; disturbing the peace; domestic violence; animal cruelty; possession of stolen items; harboring a criminal/fugitive or evicted tenant; improper and/or indecent exposure; trespassing; illegal internet or phone activity; voyeurism etc.

DAMAGE TO DOORS AND WALLS, ETC.

Stickers, tape, or glue, should not be placed on the doors or walls. Often damage is caused when adhesives are pulled away. This type of damage constitutes more than normal 'wear and tear' and as such will be a cost accessed to the resident. Pictures and other light objects may be hung on the wall with command strips only. There should not be an excessive amount hung and any holes regardless of nail hole size may result in the need to repaint the apartment. Command strips are encouraged. Each nail hole found will be charged for repair. Nothing should be hung on doors. No tape, glue, stickers, over-the-door hooks/hangers, or nails should be used on any doors. Any damage to doors or walls should be reported immediately to the management to allow for repairs. In the winter, tenant shall have the heater at a minimum of 60 degrees to prevent pipes from freezing.

GRILLS & BARBEQUES

Charcoal and gas barbecue grills may not be used inside the Leased Premises. Charcoal and gas barbecue grills may not be used or stored on any common areas, balconies, decks, patios, porches, and/or landings or entranceways. Charcoal barbecue grills must only be used at the pavilion. All cleanup of grill area is responsibility of Resident. If additional cleaning is required by Property Management, Resident will be charged. Gas grills may not be used at all.

KITCHEN & BATHROOM CABINETRY & BATHROOM FANS

Absolutely no contact paper or any stick-on cabinet or drawer liners may be used on cabinetry or shelving throughout the unit, garages, or any other part of the property. Bathroom fans must be turned on during any use of shower/bath. WATER DAMAGE RESULTS FROM NON-USE OF FANS IN THESE UNITS. Resident will be liable for any damages.

RENTERS INSURANCE

All Residents are required to have renters insurance before move-in and keep a current active policy throughout their tenancy on the premises. The policy at a minimum requires a coverage limit of at least \$100,000 for personal liability.

EXTERIOR DISPLAYS

Residents shall not display any signs, exterior lights or markings on the premises. Awnings or other projections shall not be attached to the outside walls without written consent of the management.

FURNACE ROOM

Most furnace rooms are located in the hallway. If the furnace room is located inside the premises, storage of any kind in this area is prohibited because of the potential fire hazard. Management may ask to inspect this area on a routine basis. Residents found storing items in the furnace area will be assessed an inspection fee of \$25.00. Residents are not to make any repairs or adjustments to the furnace unit.

GUESTS

Residents shall be responsible and liable for the conduct of their guests. Acts of guests in violation to the rental agreement and rules and regulations shall be deemed a default by the Resident. Guests may not reside in the premises for more than three (3) consecutive days or more than five (5) days in any one-month period without prior written approval of management.

Management may restrict any guest from the usage of any common facility for any reason or no reason. Resident shall then be responsible to ensure that its guest complies. Residents are responsible for informing their guests of all the rules and regulations and ensuring that such are kept.



Residents may not have any guests who have previously been evicted from the premises. Management may specifically restrict certain guests who have failed to abide by rules and regulations.

PARKING & INOPERABLE VEHICLES

No vehicles that are unlicensed, inoperable, improperly licensed, or under repair may be parked on the premises. No vehicle that is not registered to a resident unless management has been informed in writing of the vehicle may be parked on the premises for more than twenty-four hours. No vehicle may be parked anywhere on the premises that is not specifically marked as a parking place. Vehicles that park in areas that restrict parking (viz. Handicap stalls, reserved for management, police reserved parking, etc.) must be in full compliance with that restriction.

IT IS THE POLICY OF MANAGEMENT TO TOW VEHICLES THAT ARE IN VIOLATION OF PARKING POLICY. Such towing will be at the expense of the violator and or owner of the vehicle. Parking privileges on the premises may be revoked for any resident found to be in constant violation of parking policies.

Residents need to make sure all visitors/guests do not park in inappropriate parking areas, reserved parking spaces, handicap, or red zones.

Covered parking is reserved for designated individuals. Vehicles parked improperly in such reserved spaces will be towed without notice at the violators expense. Trailers, boats, motor homes, campers, recreational vehicles, etc. may not be parked on the premises without prior written consent of the management. Such consent may require resident to pay additional costs for such privilege.

Residents may not have more than two vehicles parked on the premises for each apartment without prior written consent of management.

Garage spaces are to be used for parking vehicles and not for storage. (See Management for any exceptions to this rule.) Garage spaces are counted as one of the residents two parking spaces.

INSURANCE

Residents are required to obtain renter's insurance for their premises and it is **STRONGLY RECOMMENDED** to obtain insurance on vehicles. Theft, water damage, fire, freezing, vandalism, etc., are personal losses and are not covered by this community's insurance.

You may also be liable for damage caused to other residents by your negligence. This may also be covered by renter's insurance.

Owner is not responsible for damage or loss of your personal property kept or stored in your apartment. You should arrange for an approved renter's insurance policy with a minimum \$100,000 in liability coverage to take effect the same day you plan to move in. If approved insurance is not in place, it will be provided for you at your expense.

DISTURBING NOISES

The premises are sound-conditioned but not sound proof. Loud noises will carry from apartment to apartment. Noise levels should be monitored to ensure all residents' quiet enjoyment of their premises.

Residents who cause excessive noise problems, as determined in the sole opinion of the management, will be considered a nuisance and may be evicted. Obvious noise problems will not be given any warnings. Residents must not allow parties or other activities to disturb other residents. It shall be a nuisance that will be cause for eviction for any resident to allow an obvious noise problem to exist or continue after 10:00 p.m. on any night or prior to 8:00 a.m. on any morning.

Televisions, stereos, musical instruments, and other amplified devices should not be used in the community unless the noise level can be maintained within the leased premises.

However, these are apartments which are attached to each other. There may be residents above, below, and to any side of your premises. Normal usage of any premises will result in some noise that transfers through walls, floors, and ceilings. Residents are reminded that this is a normal part of apartment community life and that each resident should remember that each premises is a "home" for use by those who live there.



OWNER LIABILITY

Owner shall not be liable for any damage or injury resulting from carelessness, negligence or improper conduct on the part of any resident or guest.

In the event of utility or equipment malfunction, you must notify the office immediately. During such periods, rental payments will not be canceled nor will they be diminished. Owner shall not be liable for any actual or consequential damages as a result in loss of utilities.

Owner shall not be liable for the costs of or any damages caused by any repairs made by third parties or by residents unless such repairs were specifically authorized in writing prior to their commencement.

Winter conditions may exist from time to time. Owner shall make reasonable efforts to remove snow and ice from sidewalks and drive areas. However, resident acknowledges the risks inherent from a winter climate and agrees to take all reasonable precautions to avoid being injured or damaged. Owner shall only be liable for any injury or damage in the event Owner is grossly negligent.

PETS

Pets are limited to units on the main level. Contact Management for exceptions to this rule. All pets shall be licensed and vaccinated (documentation required). No new or additional pets/animals will be allowed without written consent from Management. A deposit (\$500.00) and pet rent (\$39 per month) applies. This also includes no "pet sitting", no "pet visiting"(friends with pets) or waiting for a period of "adoption" of a pet. Unauthorized pets will result in a fine of \$300.00 and/or termination of contract. All pets are to be on a leash at all times when they are outside the apartment unit. Tenants are responsible for leashing and cleaning up after their approved pet, failure to do so will result in a \$50.00 fine 1st offense. All violations thereafter will be \$75.00 for each offense. Any damages caused by a tenants pet or pets to community amenities including sod, building furniture, carpet, or other damage to the premises will be the financial responsibility of the tenant to repair, replace, or make whole. Pets are not allowed on furniture in Commons Room. Tenants owning or keeping a dog are liable in damages for injury committed by the dog. Exotic pets are not allowed without written consent from Management. Any animal brought onto the property without prior consent will receive a \$100 fine and will be grounds for Eviction. Adding a pet after your lease start date will require a \$100 Lease Amendment Fee.

PLUMBING & ELECTRICAL

Residents are responsible for the daily maintenance of toilets, sinks and garbage disposals. Disposable diapers, sanitary napkins, tampons, toys, etc., will cause your toilet to clog and can cause a sewer backup. If maintenance is called out and such items are found, the Resident will be charged for the costs and expense of the correction. Do not put bones, aquarium gravel, corn cobs, coffee grounds, celery, glass, excessive amounts of food that otherwise could be thrown away, etc. down the garbage disposals. The blades are small and meant to chew up things the consistency that a person's own teeth can. Please consider throwing excess waste into the garbage rather than down the sink.

Electric sockets are 120 volt and will, if overloaded, blow. Please restrict overloading and avoid a possible fire. Extension cords should be used with care and must be free from wear.

POTENTIAL HAZARDS

Sidewalks, driveways, walkways, lawns, entrances, hallways, stairs, parking areas, and other public areas, shall not be obstructed at any time. Motorcycles, bicycles, toys, clothes lines, small vehicles, etc. left in any common areas are a fire safety and a health hazard. Please keep the community clean and hazard free. Flammable liquids such as gasoline, kerosene, and explosives may not be stored on the premises or in storage areas. Illumination will be provided by electric devices only.

Flammable liquids such as gasoline, kerosene, naphtha, or explosives may not be stored in your apartment, private storage or furnace room area. Illumination will be provided by electric device only.

RECREATIONAL FACILITIES

This community offers recreational facilities for its resident's use and enjoyment. All facilities have reasonable



safety rules and precautions. However, residents, occupants and their guests using the community's recreational facilities does so at their own risk. Residents agree to comply with said posted rules and regulations regarding all common areas and amenities. The facilities are provided for resident's use, and any guest must be accompanied by a Resident. Each apartment is limited to a maximum of two guests at any one time. Remember residents are personally responsible for their guests while they are in the community.

SECURITY NOT PROMISED

The Tenant has inspected and acknowledges that all door and window locks, fire extinguishers, security alarm systems, and/or carbon monoxide detectors are in sound working order. Tenant further understands and acknowledges that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

NO ALCOHOLIC BEVERAGES ARE ALLOWED IN ANY AMENITY AREAS!

The use of all common area facilities and amenities is a privilege granted to each resident. As such, the privilege may be revoked by management.

RESPECT RIGHTS OF OTHERS

Please respect the rights, comforts, and conveniences of other Residents. Musical instruments, TV, radio, stereo, etc., when played loudly will carry from apartment to apartment. Each Resident should respect the privacy of their neighbors and not play musical instruments, radios, stereo, and TV's loud enough to bother neighbors, especially between the hours of 10:00 p.m. and 8:00 a.m. each day. When entertaining please keep doors and windows closed so as not to disturb your neighbors. Language is also a matter of respect and courtesy. When in the common areas and in other places within the community where others may be present or be able to hear, profanity and vulgar language will not be allowed. Threats, and abusive language will be grounds for eviction.

Your apartment is sound-conditioned. However, loud noises will carry from apartment to apartment. Please do not play musical instruments, radios, stereos or televisions loudly. When entertaining, please keep your doors and windows closed so as not to disturb other residents. Please be considerate and respectful to your neighbors, by observing the quiet hours.

No storage of any kind anywhere around the building, outdoor common areas, or on the balcony. This includes the indoor common area, as well as under the stairs or in the hallways. Children may not play in the entrances, stairs or landings. Nothing should be hung on the railings or balcony. Dust mops, clothing, tablecloths, rugs, etc. shall not be shaken or cleaned in any of the public walkways or from any of the windows or balcony.

DUMPING & THROWING

Nothing shall be thrown, dumped or discarded by the tenants, or visitors from the balcony, windows or doors, or in the passageways. All garbage shall be well wrapped and placed inside the garbage dumpster. All garbage shall be taken out on a regular basis and shall NOT be placed on the porches, walkways, hallway or outside the door for any length of time. A \$50.00 fee will apply

EXCESS USAGE BY TENANT

Tenant's use of property utilities and amenities shall not exceed the standard usage for the property including reservation of community rooms, pavillion, yard space, and utilities, including utilities provided in reserved detached garages. This could include but is not limited to running computers or servers to perform power intensive tasks for personal profit, charging personal electric or diesel vehicles, and excessive frequency of reserving community spaces for personal use that prohibits fair and equal use to the rest of the tenant community. If Tenant does use property utilities or amenities in excess of the standard usage for the property, Landlord shall have the right, in addition to any other rights or remedies it may have under this Lease, to (a) at Tenant's expense, install separate metering devices at the Premises, and to charge Tenant for its usage, (b) require Tenant to pay to Landlord all costs, expenses and damages incurred by Landlord as a result of such usage, and (c) require Tenant to stop using excess utilities or services. Tenants are required to have Owner approval prior to any installation of charging / metering instruments in a reserved detached garage, community area including covered parking and shared parking on the premises.



SECURITY

Resident acknowledges that it is responsible for its own personal security and the security of its property. Owner may from time to time employ or contract with a security agency or individual for the protection of Owner's property. Nothing Owner shall do in employment of security shall be deemed to provide any benefit to Resident or create any liability on the part of Owner.

Owner shall not be liable to any Resident for any acts of any third party, criminal or otherwise, which may cause damage to any Resident or its property.

Resident shall have the affirmative responsibility to notify Owner of any potential problems relating to individuals or property damage.

SHUTTERS AND BLINDS

Please use the shutters and blinds provided in the premises. They have been specifically purchased to assist in maintaining privacy. Please refrain from using foil or other coverings in the windows. If the shutters are not adequate or if you prefer to use your own, please contact the management and obtain permission first.

Replacement of blinds and shutters is expensive. It is the responsibility of residents to maintain these items and insure of their proper usage and care. Damaged or malfunctioning blinds should be reported immediately to the management.

SMOKE ALARMS

Smoke alarms are contained in each of the premises. Residents should periodically check the alarms to insure they are functioning properly. Malfunctioning smoke alarms should be reported to the management immediately.

The intentional disabling of a smoke alarm by a resident or its guest is a violation of these rules and regulations.

SMOKING

No Smoking or Vaping allowed in the units or anywhere inside of the property or on the premises outside. No Smoking or Vaping also applies to guests.

SOLICITING

Soliciting within the community is strictly forbidden. Residents should notify the management if a solicitor appears at your door. Local advertising may be done only through the community newsletter, if applicable, or through the office. There is a set fee of \$200 for the passing out of handbills within the community. This applies to Residents, guests, and outside solicitors.

SPEED LIMIT ON PREMISES & LICENSING

There is a speed limit of 10 mph inside the apartment property. Driving faster than 10 mph could endanger residents, visitors, and other vehicles. If you are traveling faster than this speed limit you will be issued a warning from the management. Repeated violations shall be grounds for eviction.

No person may operate a motor vehicle of any kind on the premises unless such person is properly licensed or has obtained permission of management.

SUBLEASING

Residents shall not have the right or power to sublet the premises or any part thereof, or to transfer or assign the Residential Rental Agreement without the written consent of the owner; nor shall any resident offer any portion of the premises for a sublease by placing any "to rent," "furnished room," "rooms to let" or similar sign or notice or by advertising in any newspaper or place or manner whatsoever.

The premises are to be used solely as a residence. No business may be conducted from any apartment.



UTILITIES

Electricity and gas are specified as the responsibility of resident in the Residential Rental Agreement and must be paid by resident. Resident may not allow the gas or electricity to be turned off. It is the resident's responsibility to contact these utilities, sign up and to pay these bills directly to the utility companies on or before move-in. It is also the responsibility of each resident to notify the utilities of their move-out date to terminate service. Unpaid utilities shall be deemed additional rent. Payment of such shall be due upon demand. Failure of any resident to have the utilities placed in the resident's name, or who cause the utilities to be shut off may be evicted for breach of this rule.

WASHING MACHINES & DRYERS

Tenant is responsible and shall be liable for proper installation of washing machines and dryers. Any damage done as a result of malfunction of the machine/machines or improper installment shall be the tenant's monetary responsibility to repair any and all damage caused to floor, walls, doors, and baseboards.

ASSISTANCE ANIMALS

In compliance with Federal regulations and as an accommodation to residents, assistance animals need not have a pet deposit. An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. An assistance animal is not a pet. This complex will give reasonable accommodation to assistance animals that meet the requirements of the ADA. Assistance animals may require the filling out of a request by both the resident and its medical provider.

All animals must abide by the following rules:

1. Outdoor droppings must be removed immediately.
2. The animal must be maintained in the premises and only in the common areas as specifically necessary.
3. The animal may not interfere with the peaceful enjoyment of other residents. (i.e. barking)
4. The animal must be on a leash, or other approved device, at all times when in common areas
5. The resident must repair any damage done by the animal within 10 days written notice.

It is the policy of this complex to reasonably accommodate the needs of its handicapped residents. This accommodation must be reviewed in each case to insure the peaceful enjoyment of all residents. As a result, not all animals may qualify as reasonable.

ACCESSIBILITY POLICY

It is the intent of the management of this community to provide assistance to all persons within the requirements of the Federal and State Fair Housing laws, rules, and guidelines. It is further the intent of management to assist and fully comply with requests for reasonable accommodation pursuant to the Federal and State laws regarding accessibility for the disabled.

EXOTIC PETS

Exotic pets include all reptiles, birds, fish, amphibians, ferrets, guinea pigs, hamsters, gerbils, etc. are not allowed without written consent by Owner. No animal will ever be accepted if it receives live food.

KPC Properties LLC

By,



X 

Signed By Kayla Duckworth

Signed On: April 22, 2021

Signature Certificate

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Kayla Duckworth
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Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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