



Vista 44 Apartments **House Rules**

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PLEASE NOTE: THIS DOCUMENT IS AN ATTACHMENT TO THE LEASE
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Table of Contents

THE HOUSE RULES - INTRODUCTION	4
GENERAL	4
MANAGEMENT CONTACT INFORMATION	4
BUSINESS RELATIONSHIP	4
TENANT ORGANIZATIONS	5
COMMUNICATION WITH RESIDENTS	5
GRIEVANCES & CONCERNS	5
HEALTH SERVICES/ASSISTED LIVING	5
COMMUNITY STANDARDS OF CONDUCT	5
BULLYING	5
QUIET HOURS/NOISE	5
COMMUNITY STANDARDS OF DRESS WHEN IN PUBLIC OR COMMON AREAS	6
FIRE SAFETY INFORMATION	6
SMOKE FREE HOUSING	6
USE OF MARIJUANA	6
PUBLIC CONSUMPTION OF ALCOHOL	7
WEAPONS & FIREARMS	7
HOME-BASED BUSINESS	7
SOLICITATION/SALES	8
WADING POOLS	9
SUNBATHING	9
UNMANNED AIRCRAFT SYSTEMS, DRONES OR OTHER REMOTE CONTROLLED FLYING DEVICES	9
BARBEQUE GRILLS	9
TRASH BINS/CONTAINERS	9
HAZARDOUS/INFECTIOUS WASTE DISPOSAL	10
CAMERAS AND RECORDINGS	10
SECURITY DISCLAIMER	11
RULES REGARDING CAMERAS AND MONITORING DEVICES	11
YOUR APARTMENT HOME	11
RENTERS INSURANCE	11
WATERBEDS	12
LOCKS/KEYS	12
SMOKE DETECTORS	12
EMERGENCY RESPONSE AND EMERGENCY CALL SYSTEM	12
APPLIANCES	12
UTILITIES	13
CABLE, TELEVISION, INTERNET AND OTHER LIKE SERVICES	13
HEATING & AIR CONDITIONING	13
SINKS & DRAINS	13
BALCONIES, PORCHES, PATIOS, ENTRYWAYS AND SIDEWALKS	14
WINDOWS & WINDOW COVERINGS	14
HOUSEKEEPING	15
MAINTENANCE	15
EXTERMINATION/PEST MANAGEMENT	16
BED BUGS	16
UNIT INSPECTIONS	17
DAMAGES TO THE UNIT	18
VEHICLES, CONVEYANCES AND PARKING	18
CARS AND/OR OTHER VEHICLES	18
BICYCLES & OTHER LIKE TOYS	19
WHEELCHAIRS, WALKERS, CARTS, & SCOOTERS	19
PARKING	20
GARAGE AND STORAGE	20
ANIMALS	21

ANIMAL/PET POLICY	21
ENFORCEMENT OF THE LEASE, HOUSE RULES, ANIMAL RULES AND OTHER POLICIES	21
RENT & OTHER PAYMENTS	21
LATE FEES.....	22
RETURNED CHECKS	22
VISITORS / GUESTS	22
LIVE-IN AIDES	23
ADDING OR REMOVING HOUSEHOLD MEMBERS	23
INVOLUNTARY REMOVAL OF A HOUSEHOLD MEMBER.....	24
CRIMINAL ACTIVITY.....	24
SEX OFFENDERS.....	25
CRIMINAL ACTIVITY DISCOVERED AFTER MOVE-IN	25
DISTURBANCES OR INQUIRIES INVOLVING LAW ENFORCEMENT	26
INCARCERATION	26
UNDOCUMENTED IMMIGRANTS	26
CONSIDERATION OF EXTENUATING CIRCUMSTANCES	26
CRIMINAL ACTIVITY DISCOVERY	26
LEASE VIOLATIONS.....	27
EXTENDED ABSENCES FROM THE APARTMENT	27
ABANDONMENT OF A UNIT.....	27
DEATH OF A SOLE HOUSEHOLD MEMBER.....	28
REMOVAL OF PERSONAL PROPERTY IN THE EVENT OF DEATH, ABANDONMENT OR INCARCERATION	28
TERMINATION OF THE LEASE BY THE RESIDENT.....	28
FAILURE TO PROVIDE OR FULFILL 60-DAY NOTICE	29
COLLECTION AFTER MOVE-OUT	29
APPENDIX A – FAIR HOUSING & OTHER CIVIL RIGHTS PROTECTIONS.....	30
FAIR HOUSING	30
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.....	30
SECTION 504 OF THE REHABILITATION ACT OF 1973.....	30
<i>Coordinating Efforts to Comply with Section 504 Requirements</i>	30
Requests for Reasonable Accommodation or Modification	30
LIMITED ENGLISH PROFICIENCY	30
THE EQUAL ACCESS RULE.....	30
PROTECTIONS PROVIDED UNDER THE VAWA	30
Confidentiality	31
Requests & Certification	31
Lease Bifurcation	32
Lease Addendum.....	32
VAWA Emergency Transfer	32
Shelter Corporation Policy	
Fitness Center.....	33
Community Room/Common area amenities.....	33
Snow Policy.....	34
Care and Maintenance of your home.....	35

THE HOUSE RULES - INTRODUCTION

The House Rules are an attachment to the lease and are a legal part of the lease. The rules were designed to ensure that residents are allowed to enjoy their home in peace and quiet comfort. **These rules apply to all residents, occupants, their guests, and their service providers as applicable.**

Resident(s) (hereinafter (jointly) called "Resident"), members of resident's household, guests, visitors, and service providers engaged by the resident shall obey and comply with all laws and city ordinances and shall abide by all rules and regulations adopted by the Department of Housing & Urban Development (HUD), the owner/agent (as set forth in these House Rules) and/or property staff.

If a provision of these House Rules is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these House Rules and shall not affect the validity or enforceability in other jurisdictions of that or any other provision of these House Rules.

Please contact the property management staff if you need help understanding this document.

- Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento. (Spanish)
- Por favor contate o escritório de gerência se deve ajudar entendimento este documento. (Portuguese)
- Si vous avez besoin d'aide à la compréhension de ce document, veuillez communiquer avec le Bureau de gestion. (French)
- Souple kontakte Biwo jesyon a si w bezwen èd pou konprann dokiman sa a. (Haitian Creole)
- Xin liên lạc với văn phòng điều hành nếu bạn cần giúp đỡ sự hiểu biết tài liệu này. (Vietnamese)
- Пожалуйста свяжитесь с офисом управления, если Вам нужна помощь в понимании этого документа. (Russian)
- Bitte kontaktieren Sie das Leitungsbüro, wenn Sie helfen müssen, dieses Dokument zu verstehen. (German)
- 請聯絡管理辦公室，如果你需要幫助理解這份文件。 (Chinese)
- もしこの文書を理解しているための助けを必要とすれば、経営オフィスと連絡を取ってください。 (Japanese)

GENERAL

MANAGEMENT/RENTAL OFFICE

Management office hours vary, please contact the management team by phone or email for assistance.

BUSINESS RELATIONSHIP

The relationship between a landlord (owner/agent and/or property staff) and a resident is a business relationship. A courteous and businesslike attitude is required from both parties.

The owner/agent and/or property staff reserves the right to refuse to conduct business with anyone who is verbally abusive, swears, is disrespectful, makes threats, uses discriminatory language, appears to be intoxicated or under the influence of alcohol or drugs, or is argumentative.

If an applicant/resident, guest, visitor, or service provider demonstrates unprofessional behavior in the presence of the owner/agent and/or property staff or other residents/applicants, the person will be required to leave the management office.

If the resident, a resident's guest, a resident's service provider or a resident's family exhibits threatening behavior, appears to be intoxicated or under the influence of alcohol or drugs or attempts to intimidate the staff, the person(s) will be required to leave the management office and a notice of lease violation will be issued.

Animals, other than assistance animals necessary to allow the applicant/resident to conduct business with the property staff, are not allowed in the management office.

Aside from standard property charges, property staff are not permitted to accept any money, gifts, services, or favors connected with the application process or associated with any aspect of residency on this property.

If property staff solicits any mandatory payment, not associated with the lease, the resident will notify the property staff or the owner/agent, Shelter Corporation at 952-358-5140.

TENANT ORGANIZATIONS

Residents have the right to establish and operate a *tenant organization* for the purpose of addressing issues related to their living environment as well as activities related to housing and community development. A *tenant organization* is considered legitimate if it has been established by the residents of a multifamily housing project covered under *Section 245.110* for the purpose described above, and meets regularly, operates democratically, is representative of all residents in the development, and is completely independent of owners, management, and their representatives. The definition of legitimate *tenant organization* includes “organizing committees” newly formed by residents, and does not require specific structures, written by-laws, elections, or resident petitions.

Any activities conducted at the behest of the tenant organization must be conducted in such a way as to comply with the Fair Housing Act and Section 504 of the Rehabilitation Act. All communications, meetings, and activities must be available to all residents who wish to participate regardless of familial status, race, sex, disability, color, religion, national origin, sexual orientation, gender identity, or marital status.

COMMUNICATION WITH RESIDENTS

Notices will be delivered to the resident’s unit in accordance with state requirements. Resident may choose to allow communication through email and/or text.

GRIEVANCES & CONCERNS

The owner/agent and/or property staff works to ensure that this community is a pleasant place for all to live.

Excellence in maintenance and management is a top priority. If residents have a concern or a suggestion about this community or individual apartments, please contact the property staff.

Questions or concerns about the property staff can be reported to the appropriate Regional Director and/or Shelter Corporation

The property staff is trained to assist residents and to consider all questions carefully and thoughtfully. Another resident may have made a similar observation, or the staff may already be working toward a resolution.

HEALTH SERVICES/ASSISTED LIVING

Residents must be capable of meeting the terms of the lease without intervention from the management staff. No provisions provided by the owner/agent are available for long-term health care, convalescence, or nursing care in the community.

If a resident requires these types of services in order to comply with the terms of the lease, it is the responsibility of the resident or a resident’s representative to make the necessary arrangements. Property management will work with the service providers to assist residents with housing.

COMMUNITY STANDARDS OF CONDUCT

The owner/agent and property staff strive to maintain a pleasant, safe, and comfortable environment for residents. In consideration of this, all residents and their visitors will refrain from any conduct that would conflict with the rights of other residents to the peaceful enjoyment of the premises.

BULLYING

Bullying is not tolerated and, after investigation, may result in penalties up to and including termination of tenancy (eviction).

QUIET HOURS/NOISE

“Quiet hours” are between 10 p.m. and 7 a.m. and must be observed by all residents, residents’ guests and any service providers contracted by the residents (or someone representing the resident). These “quiet hours” have been established to keep residents comfortable in their own homes.

Noise that could be considered disturbing includes, but is not limited to, incessant barking, loud music or loud television, use of power tools, cars, or motorcycles with excessively loud engines, loud, and shouting. Residents must conduct themselves in such a way as to always ensure the quiet and peaceful enjoyment of the residence.

COMMUNITY STANDARDS OF DRESS WHEN IN PUBLIC OR COMMON AREAS

Residents and their guests'/service providers are expected to dress appropriately when in common or public areas including the management office, hallways, laundry rooms, community rooms, and other common areas.

Sleepwear, housecoats, or clothes that allow the display of foundation garments, nipples, derriere, or genitalia are not permitted to be worn in the common or public areas of the property.

For health and safety reasons, individuals in common areas must wear appropriate clothing including bottoms (e.g., skirt, skorts, shorts, pants), a shirt, and shoes.

FIRE SAFETY INFORMATION

In case of a Fire call 911.

SMOKE FREE HOUSING

Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, or the building where the Resident's dwelling is located or in any of the common areas including all adjoining grounds, parking areas, green spaces, and outdoor areas of the rental community, nor shall Resident permit any guests or visitors under the control of Resident to do so. Smoking, as defined above, is prohibited in and on all areas of the rental community unless Management has specifically designated an outdoor area as a smoking area. Management has no duty or obligation to create or designate any area as a smoking area.

FAILURE TO COMPLY WITH SMOKE FREE POLICIES

If the owner/agent receives a complaint, the household will be notified that there has been a complaint about violation of the smoking policy. The resident will be reminded that there is a smoking policy. If there is a second complaint, the household will be notified and will receive notice of a formal complaint. If there is a third complaint, the household will be issued a notice of lease violation and all adult household members must meet with the property staff.

All adult household members must agree to ensure that all household members, guests of the residents and service providers hired by the residents will comply with the smoking policy. If household members do not agree to comply, the owner/agent will begin the process to terminate tenancy (evict) in compliance with HUD's guidance. If the household members agree to comply, yet there is another complaint, the owner/agent will issue a lease violation. If the resident does not comply with management's request, the owner/agent may begin the process to terminate tenancy.

Nothing in the rules above shall be construed to restrict the power of any county, parish, city, municipality, town, or village to adopt and enforce additional local laws, ordinances, or regulations that comply with at least the minimum applicable standards to establish smoke-free public places.

USE OF MARIJUANA

Residents, residents' guests, and residents' service providers are prohibited from using marijuana on the property (even in a smokeless manner). Management prohibits smoking or vaporizing marijuana or cannabis anywhere on the leased premises, whether in a private apartment, a patio, balcony, or on the grounds of the property.

This notice and rule are put in place to prevent Management from being sued for allowing a nuisance, and to protect the rights of residents that find personal exposure to cannabis smoke or odors to be injurious to their health, offensive to their senses, or to being inhaled or perceived by minor children, in a way that interferes with their enjoyment or the rental property.

If MN State laws change, the property House Rules may be edited to conform to the policies set forth by the state.

PUBLIC CONSUMPTION OF ALCOHOL

The owner/agent maintains a strict prohibition against consumption of alcohol in all common or public areas. This prohibition against consumption of alcohol includes but is not limited to, offices, laundry rooms, common stairwells, community rooms, playgrounds, outdoor common areas, and parking lots.

Residents, guests, and service providers are expected to behave responsibly with respect to the use of alcoholic beverages. Residents who engage in disruptive behavior as a result of their use of alcohol, or who fail to prevent such behavior by their guests or service providers, will be considered to be in violation of the lease.

WEAPONS & FIREARMS

All firearms in the possession of a resident, guest, or service provider must be licensed and carried out in accordance with state and local laws. Resident, guests, and service providers must provide copies of permits upon request by property staff and/or the owner/agent.

All weapons/firearms must be stored in locked cabinets. If removed from the cabinet for legal use (i.e., target practice at a firing range or hunting), the weapon/firearm must be transported in an appropriate carrying case from apartment to vehicle and back to the locked cabinet. Openly carrying or displaying weapons or firearms on the property is strictly prohibited.

The use of any type of weapon, firearm, or dangerous object is strictly prohibited within the boundaries of the property. This includes, but is not limited to:

- Shotguns, handguns, pistols, rifles, etc.
- Ammunition of any type
- Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type
- Archery equipment (bows, arrows, targets, etc.)
- Any and all types of sling shots or any device that could shoot a projectile.
- All sharp edged or pointed objects (i.e., knife, sword, etc.) used with the intent to threaten, intimidate, or harm another.
- Any and all types of explosives, fireworks, and explosive chemical(s)
- Any other type of instrument, object, and/or material that may be deemed a weapon when used with the intent to threaten, intimidate, or harm another.

The illegal possession of weapons by a resident, a resident's service provider, or a resident's guest is prohibited and constitutes **a material lease violation.**

"Personalized" firearms, also known as "smart guns" or "owner-authorized" guns, incorporate technology preventing their use except by authorized users. **Personalized guns are designed to prevent shootings, both intentional and unintentional, by children, thieves, and other unauthorized users.** A 2003 study analyzing data from seven years of unintended firearm deaths or deaths of undetermined intent found that 37% of the deaths could have been prevented by a smart gun. Personalized guns also render firearms useless to criminals who gain access to law enforcement weapons during the course of an arrest or other encounter.

The resident, guest, or service provider agrees to abide by any local personalized firearm regulations in place now or passed in the future.

HOME-BASED BUSINESS

No business or business activity shall be carried out in the unit at any time except with the prior written approval of the owner/agent.

A home-based business is defined as an income earned activity that is engaged in as more than a hobby and where no offsite space is leased, rented, or used as the majority location for the conduct of the business.

All home-based businesses must comply with local laws or ordinances governing such businesses located in a residence. It is the responsibility of the resident to be familiar with such laws or ordinances.

The owner/agent and/or property staff reserves the right to determine if a home-based business is allowable or not based on the impact of the business to the physical condition of the unit and the impact on the right to the peaceful and quiet enjoyment of the property by the surrounding residents. Sewing, consulting, and data entry are examples of allowable home-based business ventures.

No home-based business that uses chemicals (such as hair and nail cosmetology) or the manufacture of products in the home (such as woodworking, metalworking) is allowed.

No home-based business that causes disturbances to other residents (activities that create loud or annoying sounds, noxious odors, etc.) is allowed.

All units shall be used for residential purposes exclusively. Home offices are allowed under the following conditions:

1. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the building or from any common area including hallways or elevators.
2. The business activity does not involve visitation of the apartment by employees, clients, customers, suppliers, or other business invitees, provided however this provision does not preclude the delivery of materials or items by United States Postal Service or by other customary parcel delivery services (UPS, FedEx, etc.).
3. The business does not increase traffic to and from the property; and
4. The business activity does not increase the insurance premium paid by the owner/agent or otherwise negatively affect the ability of the owner/agent to obtain insurance coverage.

Additional restrictions may be added based on state or local requirements.

Daycare, either for children or adults, is not permitted. Daycare requires special licensing and monitoring would create an undue burden on the owner/agent and/or property staff. Occasional "sitting" is allowed but must conform to the guest/visitor policies.

If a resident has an allowable home-based business as defined above, the resident will be aware of and obtain and keep current any federal, state or locally required licenses, permits, insurance, or any other required documentation that such an occupation or business would be required or reasonably expected to maintain. The owner/agent and/or property staff will not be responsible for the failure on the part of the resident to comply with any of these requirements.

Upon request, the resident will provide evidence of compliance with the above. Upon notice, the resident agrees to terminate any such practices until the requirements listed above are met and documentation provided.

Employees and/or patrons of a home-based business may not use the property parking to address daily parking needs. Occasional parking is allowed. However, no more than two parking spaces may be used for the non-resident employees or patrons of any home-based business at any given time. **The owner/agent is not responsible for the safety or security of vehicles parked by patrons or employees of a home-based business.**

Any income from the home-based business will be reported in compliance with the lease. The owner/agent and/or property staff is not responsible for determining the gross or net income from a business. This information must be provided in a generally accepted manner such as providing an audited financial statement or tax return showing net income. If a resident is unable to provide such verification, the owner/agent will include the gross income from the business when determining the assistance payment.

SOLICITATION/SALES

For reasons of both security and respect for privacy, sales solicitations are limited. Residents may request to have general solicitations posted on the property bulletin board or posted on other bulletin boards throughout the property and in the property elevators. Residents are prohibited from distributing advertisements, solicitations, invitations, or other like materials on or under residents' doors. Certain exceptions apply in relation to notification regarding tenant meetings.

Residents are permitted to sell commercially endorsed home products (e.g., Tupperware, Rodin & Shields, Avon). Residents may provide information about these products to other residents by posting notice of the

availability of those products on the resident bulletin board. Property staff will monitor postings and may remove any posting deemed inappropriate.

Residents may sponsor housewares, home decorating, and other appropriate parties in their apartments in accordance with these House Rules. Other residents may be invited, but not required or pressured, to attend.

Resident(s) are not allowed to sell cigarettes, beer, or wine, or any other controlled or illegal items out of their apartment. **Such activity is considered a material lease violation.**

Garage and yard sales are prohibited unless approved by the property staff.

Residents are responsible for the behavior of guests at any event sponsored by the resident.

Under no circumstances may residents make calls to other residents to sell products without having been specifically requested to call. The owner/agent does not permit salespersons who are not residents of the property to call on residents unless a resident has specifically invited the individual to call.

WADING POOLS

Because of the health risk and risk of injury, inflatable and plastic pools are prohibited.

SUNBATHING

Sunbathing is only permitted in appropriate attire on private porches or balconies.

UNMANNED AIRCRAFT SYSTEMS, DRONES OR OTHER REMOTE CONTROLLED FLYING DEVICES

The use of unmanned aircraft systems (UAS), drones, or other remote controlled flying devices is prohibited. Residents may own such devices and must keep them stored in a safe manner.

Resident, resident guests, or resident service providers may not operate these devices from any location on the property. Resident, resident guests, or resident service providers may not fly such vehicles over the property even if the operator is off-site.

BARBEQUE GRILLS:

Personal Gas/Propane grills/Charcoal grills are not allowed on the property.

TRASH/DUMPSTERS

Each resident agrees, at his/her sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash.

It is the responsibility of the resident to remove from the property, and properly dispose of, all unwanted household items or personal property. At no time may trash be left outside the unit in hallways, on patios/balconies or in other common or public areas.

Dumpsters are provided for the purpose of trash and garbage disposal. Dumpsters are reserved for personal use by residents only.

Residents are required to use the appropriate containers provided. Resident shall sort and separate such items into categories as provided by law, and in accordance with property policies.

All trash and garbage must be placed in a plastic bag, tied/sealed, and properly placed **inside** the dumpster/trash chute. Trash and garbage are not to be placed on top or beside the dumpster(s) or trash rooms. Residents are responsible for the proper disposal of trash/garbage.

The dumpster lids or doors must be kept closed at all times to discourage unwanted entry by birds, animals, or people.

The owner/agent and/or property staff reserves the right, where permitted by law, to refuse to collect or accept from the resident any waste products, garbage, refuse, or trash which is not allowed to be placed in the dumpsters by the dumpster contractor and to require resident to arrange for such collection, at the resident's sole cost and expense, using a contractor satisfactory to the owner/agent and/or property staff.

The placing of discarded furniture, mattresses, box springs, or other personal property in or around the dumpster(s), and/or any common areas, or within the property boundaries is strictly prohibited. Residents may contact the property staff for information about removing such items. The cost of such removal is the responsibility of the resident.

If the resident is participating in the eradication of bed bugs, the resident must contact property staff and comply with proper disposal of any item from the unit.

The placing or dumping of any highly flammable material in the waste container(s), which will or may cause a fire in the dumpster, is strictly prohibited.

Grease, paint, acids, and other problem materials may not be disposed of in the dumpster.

The resident is responsible for the proper disposal of medical and/or hazardous wastes in accordance with the manufacturer's recommendations. The resident will be charged the cost of HAZMAT response and repairs if found in violation of this rule.

If the resident fails to properly dispose of any item, the cost for the removal will be charged to the resident. This includes hazardous waste, medical waste, paint, chemicals, old furniture, mattresses, box springs, or other personal property. This includes costs to treat bed bug infestations if household items, containing bed bugs, are not disposed of properly.

The owner/agent and/or property staff will not allow any accumulated trash or other material that will create a hazard or that will be in violation of any health, fire, or safety ordinance. No trash or garbage accumulation is allowed in the apartment. No discarded trash, garbage, and/or household or personal item(s) is allowed in storage areas, patios/balconies, laundry facilities, or other common areas and must be placed in dumpsters provided by the apartment property.

HAZARDOUS/INFECTIOUS WASTE DISPOSAL

Hazardous waste, gasoline, and any combustible items are not to be stored or disposed of within the apartment or apartment community. All hazardous waste must be disposed of in accordance with the city code.

Infectious waste from the use of medical supplies must be handled properly.

Needles and sharps must be packaged in a fashion that would minimize opportunity for contact injury. Needles and syringes must be discarded properly after use. Needles should never be bent, broken, or manipulated. These items must be placed in a medical grade sharps container.

CAMERAS AND RECORDINGS-

Residents understand and acknowledge that surveillance cameras may be installed throughout the property. Cameras may be present in the management office, in common areas and in other areas throughout the property.

Any communication, including but not limited to calls/texts/emails made to the management office or to property staff devices may be monitored and recorded.

In addition, the owner/agent may, from time-to-time, record activities conducted in a resident's unit including:

- Unit Inspection (by property staff, service providers hired by the owner/agent, HUD, or State agency or city representatives)
- Completion of work orders
- Other maintenance
- Extermination
- Individual meetings

ALL HOUSEHOLD MEMBERS ACKNOWLEDGE AND GIVE PERMISSION FOR INFORMATION RECORDED OR STORED WITH THESE DEVICES TO BE USED BY THE OWNER/AGENT OR BY THE OWNER/AGENT'S REPRESENTATIVES DURING ANY LEGAL PROCEEDINGS, MEDIATION OR APPEALS OF OWNER/AGENT ACTION.

SECURITY DISCLAIMER-

Your rental community, its owner, or manager, does not provide, guarantee, or warrant security. We do not represent your unit or the rental community as safe from criminal activities by other residents or third parties. Each resident must be responsible for his or her own personal security and that of their household, children, guests or property. If you observe any suspicious activity or potentially unsafe conditions, please notify Management. If illegal or immediately dangerous or unsafe conditions are observed, call 911. Remember, please call the police first if trouble occurs or if a potential crime is suspected.

RULES REGARDING CAMERAS AND MONITORING DEVICES IN COMMON AREAS

In the interests of protecting residents' rights of privacy and to not have any activity of a resident in an indoor or outdoor common area of the rental premises filmed, recorded, or monitored by any other resident. Management prohibits the installation or use of any surveillance cameras or recording devices aimed at any internal or external common area, whether held or mounted indoors or outdoors. This rule is intended to prevent the video or audio monitoring, filming, or recording of residents, their children, or guests, when in any indoor or outdoor common area of the rental community. Residents are on notice that the installation of any camera, security system, monitoring device, whether a video or audio recording device, which would film, record, or contemporaneous monitor/ provide surveillance of any indoor or outdoor common area of the rental community by a tenant or tenant's guest is prohibited. Use of any monitoring device that is strictly internal, like a "nanny cam", that does not record any video or audio of any external common area space, is permitted. However, if such a device requires any alteration of the premises, or attachment to any surface, or wiring, Management's prior written consent is required. No security device, alarm, or similar, that would bring third parties to the property, whether any private security firm, or police or fire, is permitted.

This rule does not prohibit or restrict Management's installation and use of common area monitoring or security devices for purposes of enforcing the lease, investigating activities at the rental property, and deterring any unlawful or unauthorized activity. Access to any Management footage is restricted to Management and law enforcement access for business, lease and law enforcement purposes.

YOUR APARTMENT HOME

RENTERS INSURANCE

The owner/agent is not responsible for damage or loss of any personal property belonging to the resident. Residents are strongly encouraged to purchase renter's insurance for personal belongings and household effects. The owner/agent's insurance policy does not provide this protection. Rental (content) insurance can be obtained through most local insurance providers at a moderate cost. I understand that Shelter Corporation, as agent for the owner and the Owner has secured casualty and liability insurance coverage that covers just the property owned by the apartment community. I understand and acknowledge that the casualty and liability insurance maintained by Shelter Corporation and the Owner does not protect me and my personal belongings against loss or damage from accidents, weather, wrongdoing of third parties, burglary, fire, smoke, water, wind, hail, lightning strike, power surges, and other perils or casualties.

I understand further that I can be held liable and am responsible under my Lease and the house rules, to Shelter Corporation, the building owner and/or neighbors for accidents or damage caused by me, my guests, and my family members. If I do not have personal liability insurance protection, I understand that I am considered "self-insured" and financially responsible to other building residents, guests, and to the property owner and Shelter Corporation as the managing agent for damages caused by me, my family, or guests.

I further understand that in the event of an accident or other interruption of use at the property, Management will not pay, and Management's insurance does not cover temporary relocation, moving or housing costs for my household.

WATERBEDS

Waterbeds are not allowed on the premises.

LOCKS/KEYS

At move-in, resident will be issued one set of keys for each leaseholder. The number of keys is not to exceed the number of persons in the household. Residents ARE NOT PERMITTED TO PROVIDE KEYS TO RELATIVES, FRIENDS, OR GUESTS WITHOUT WRITTEN CONSENT OF MANAGEMENT.

Residents may not add or change locks on the unit. If the apartment key is lost, it is the responsibility of the resident to notify the property staff immediately. The resident may be charged for replacement or re-keying expenses.

One (1) key is issued per household (when applicable) for the laundry facility. If this key is lost, the owner/agent will charge the resident for replacing the lock to the laundry facility.

Any remote-control device used to gain entry to a building or structure in the community is subject to the same policy. There will be a charge for repair/replacement of lock or replacement of lost keys.

The property staff will assist residents who are inadvertently locked out of their apartment during office hours only. Proper identification must be shown. If you are locked out of your apartment/townhome after office hours, you must contact a lock smith.

Other than property staff, emergency response personnel, or law enforcement personnel, no person other than those listed on the lease will be allowed emergency access to an apartment without written consent by the resident.

Resident(s) on lease are responsible for the control of and return of all keys and/or remote-control devices issued. Failure to return all keys issued will result in charges for the lock replacement or re-keying. Residents will be required to reimburse the owner/agent for the charges incurred to replace or re-key locks.

SMOKE DETECTORS

Each apartment is equipped with at least one (1) smoke detector. Residents are prohibited from removing or tampering with smoke detectors. If the smoke detector "beeps" periodically or seems overly sensitive, the resident will contact the property staff immediately.

The resident, resident's guests, and service providers will not disable the smoke detector by disconnecting or removing batteries from the device.

Disabling a smoke detector is a violation of the lease and the state property code.

EMERGENCY RESPONSE AND EMERGENCY CALL SYSTEM

If you have an emergency call 911.

Residents may not install their own locks or chain locks on apartment doors because doing so may delay entry to your apartment by emergency responders.

Please note that in some communities, emergency response organizations such as the local Fire Department or Emergency Medical Services may hold a resident responsible for false alarms. The owner/agent and/or property staff cannot be held liable for any penalty assessed by an outside agency for the abuse or misuse of the emergency system.

APPLIANCES

Appliances must be kept clean. Appliances may only be used as they are intended to be used. For example, ovens are not to be used as heaters or storage areas.

Residents are not permitted to place aluminum foil on the stove burners or in their ovens.

No provided equipment and/or appliances may be replaced, moved, or removed from the apartment. All provided equipment and appliances must be permanently retained in the original location.

No additional appliances may be installed in an apartment without prior written permission from the owner/agent and/or property staff. This includes but is not limited to miniature refrigerators, washer/dryer units, window air conditioners, and freezers.

Appliances may not be installed or stored on patios, balconies, or other areas intended for the private use of the resident.

Residents are not permitted to repair any major appliance provided by the owner/agent. If any appliance is not working properly, the resident will notify the property staff and the property maintenance team or a vendor, hired by the owner/agent, will repair the appliance.

If a resident attempts to repair an appliance and such attempts damage the appliance, the resident will be charged for repair or replacement of the appliance. Such charges must be paid within thirty (30) days.

UTILITIES

The owners are responsible for all utilities except phone and cable. The resident will need to set up their own phone and cable service.

CABLE, TELEVISION, INTERNET AND OTHER LIKE SERVICES

If applicable, the apartment is pre-wired for cable television. Service may be obtained by calling your local cable provider. Mounting televisions or other electronics on a wall or other permanent structure in the unit is prohibited without written permission from the property staff.

The resident (or the resident's service provider) will not move or add cable, internet, or power outlets unless approved by the property staff or the owner/agent.

All cable, internet, and other like charges, including installation, are the responsibility of resident.

HEATING & AIR CONDITIONING

Each apartment is equipped with heating and, where applicable, air conditioning. New residents will be instructed on safe operation at move-in. Residents are not permitted to install personal air conditioners without written permission of the owner/agent and/or property staff.

Heating and air conditioning units will be maintained as part of regularly scheduled unit maintenance. The resident must contact property staff/maintenance staff if heating or air conditioning units are not working properly.

The oven or stove is not to be used to provide heat to the apartment.

Use of personal kerosene or propane heaters in a unit, on a balcony or in any common area, is strictly prohibited.

Any questions about heating or cooling should be directed to the property staff during normal business hours. Malfunctions of the heating/cooling system should be reported immediately to the property staff.

SINKS & DRAINS

The resident must contact property staff/maintenance if a sink or toilet is overflowing or if a clog cannot be cleared with simple plunging.

Residents may not dispose of paint or other chemicals using property sinks, toilets, or drains.

The resident may not dispose of tobacco products (cigarettes, chewing tobacco, etc.) using property sinks, toilets, or drains.

The resident may not dispose of over the counter or prescription drugs using property sinks, toilets, or drains.

Trying to flush or pour certain items is known to cause problems with plumbing. These items include but are not limited to grease, large food items, personal hygiene items, toys, wipes (even if they say flushable) and diapers. The resident will not attempt to flush or pour these items through the drainage system.

Residents are allowed to attempt to plunge clogged drains, however use of "DRAIN-O" and similar caustic substances should be avoided as they can damage pipes and/or cause personal injury. The owner/agent and/or property staff is not liable for injury caused by use of such products.

Overflowing toilets, baths or sinks constitute a "maintenance emergency" and the resident agrees to contact the property staff as quickly as possible even if the event occurs after normal office hours.

BALCONIES, PORCHES, PATIOS, ENTRYWAYS AND SIDEWALKS

Balconies, porches, patios, entryways, and sidewalks are to be kept free of all obstacles, debris, or other items that may create an unsightly appearance. Venetian or bamboo type hangings, hanging fixtures and electrical cords are not allowed. Indoor/Outdoor carpet may not be placed on the floor. Residents or guests may not put any holes in the balcony/siding/roofing or any other building material to install or attach any item.

These areas are not to be used for storage of any kind, including, but not limited to boxes, furniture, and cleaning supplies. Storage containers may not be kept on the balcony. The addition of shelving or hooks is prohibited.

Liquid bird feeders are allowed and are to be limited to one (1) per balcony or patio area. Seed bird feeders are prohibited from any balcony or patio area. Seed bird feeders are not allowed because they attract rodents which in turn attract snakes and other pests that feed on rodents.

Appropriate outdoor furniture and plants are allowed. Appropriate outdoor furniture must be in good repair and intended for outdoor use. Plants must be in pots that are designed to prevent water from dripping to lower-level balconies.

Temporary or permanent clotheslines are not permitted. Residents are not allowed to hang garments, towels, or other item over rails.

No one is allowed to sit or stand on balcony railings. Doing so may result in injury or death due to falls. The owner/agent and/or property staff will not be liable for injury or death caused by irresponsible behavior on behalf of a resident, a resident's guest, or a resident's service provider.

Tasteful holiday decorations may be placed on doors, balconies, porches, or patios that are under the exclusive use of the resident no more than thirty (30) days before any recognized holiday. The owner/agent will be the final authority regarding whether such decorations meet the definition of "tasteful".

Decorations must be in good working order and may not create any sort of fire hazard or hazard to residents (such as creating a tripping hazard or blocking an exit).

Holiday decorations must be removed no more than fourteen (14) calendar days after the holiday. If a resident fails to remove holiday decorations in a timely manner, the property maintenance staff will remove the decorations and dispose of them.

All decorative lights (interior and exterior) should be turned off no later than 11:00 pm and should not be on when the unit is not occupied.

Permanent displays of decorations or symbols on doors, exterior walls, balconies, porches, or patios under the exclusive use of the resident, or in any part of common areas are prohibited.

No alteration in landscaping is permitted without prior written permission from the owner/agent and/or property staff. The owner/agent and/or property staff is not liable for the damage or theft of any personal property left outside of a resident's apartment.

WINDOWS & WINDOW COVERINGS

Where applicable, the owner/agent has equipped the apartment with window treatments. Residents may not remove these window treatments.

Residents must receive prior approval before installing draperies and/or window coverings in the apartment when such draperies and/or window coverings are visible from the outside of the unit. Sheets, blankets, aluminum foil, or other unapproved items are not acceptable window coverings and, upon notice, must be removed within 24 hours.

With approval, residents may install additional curtain rods. However, proper mounting screws must be utilized. Residents are responsible for any wall damage resulting from improper installation of drapery hardware. All window coverings are to be white backed so that the exterior of the building will present a uniform image.

Windows are not allowed to be nailed and/or in any way permanently shut. Requirements dictate that window egress (the ability to exit through the window in the event of an emergency) **cannot** be blocked by any item that is taller than the windowsill.

HUD and State agencies have specific requirements regarding inspection of windows and certain egress from the unit. The resident agrees to abide by these rules and, when notified, will remove or move any items that may reduce any inspection score.

Residents are responsible for keeping their interior windows clean.

HOUSEKEEPING

Management staff will clean and maintain the hallways, lobbies, and other public and common areas. The tub rooms are cleaned on a general basis but not after each individual use. It is up to the resident to clean after use. Residents are required to maintain their own apartments in a decent, safe, and sanitary manner. The resident agrees to notify the property staff during normal business hours if the unit needs to be repaired or maintained.

This requirement includes, but is not limited to, notifying the property staff when smoke detectors, appliances, or plumbing require minor repairs or maintenance. It also includes notifying property staff in the case of any suspected parasitic infestation such as roaches or bed bugs.

Charges for damages (beyond normal wear and tear) caused by the resident, resident guests, resident service providers, or animals will be assessed, and payment will be due within thirty (30) days.

Failure to notify the owner/agent of any suspected parasitic infestation may result in charges for damages caused by such infestation.

MAINTENANCE

It is the responsibility of each resident to promptly report any maintenance problem. Charges for damages resulting from unreported maintenance problems will be assessed and the amounts due within thirty (30) days of notice.

Routine maintenance requests are made by contacting the property staff during normal business hours. Emergency maintenance service is available twenty-four (24) hours a day via the property management office phone number.

After hours' number(s) are the same phone number as the management office. Residents [may use 711 Voice Relay](#) when there is the presence of a communication disability. Examples of maintenance emergencies include but are not limited to:

- Gas leak/smell – Call Fire Department
- Flooding
- No heat (in the winter) or air conditioning, if applicable (in the summer when temperatures exceed 80 degrees)
- No electricity
- Water coming into the unit.
- No running water.
- Leaking hot water tank
- Exterior door, window or lock broken and unable to secure apartment.
- Inoperable toilet (does not apply if second toilet available)

- Inoperable refrigerator

Should a maintenance emergency occur during regular office hours, contact the property staff at the management office via email, phone, or report the emergency in person.

In the event of a health, fire, or safety emergency, call 911 or your local emergency response agency immediately.

The owner/agent's staff is not permitted to perform repairs on any resident's personal property or to perform any type of personal work for residents.

EXTERMINATION/PEST MANAGEMENT

The resident will not attempt to perform extermination tasks.

The owner/agent will provide periodic extermination services at no charge to the resident. This is considered part of regular maintenance of the unit.

Residents will receive notice before extermination occurs. Residents with apartments scheduled for extermination should clear items from under sinks and closet floors.

The resident will contact the property staff during normal business hours to schedule extermination if the resident suspects any pest problems in the apartment.

The owner/agent reserves the right to schedule additional extermination services required to ensure that units are maintained in a decent, safe, and sanitary condition and to meet our requirement to ensure peaceful enjoyment of the property by other residents.

Unless the owner/agent and/or property staff provides approval in advance, **ALL** units will be treated by the pest control vendor.

The resident will maintain the unit in such a way as to minimize risk of infestations including, but not limited to, infestations by cockroaches, fleas, bed bugs, ants, and rodents. The resident understands that any instances of failure to maintain the unit in a decent, safe, and sanitary condition discovered by an exterminator will be reported to the property management staff. The property management staff will take appropriate action.

Failure to cooperate with pest management efforts or denial of entry to the pest control vendor is considered interference with management.

It is the resident's responsibility to contact the property staff in the event of allergies or sensitivities.

BED BUGS

Because of increased concern about bed bugs, and in response to HUD guidance, the owner/agent has established additional guidelines for residents.

If any resident suspects the presence of bed bugs, the resident should attempt to contain the bed bugs in a Ziploc or other sealed bag (property staff will provide a sealable bag upon request) or in a jar that contains ethanol alcohol. This should be kept in the freezer until the property management office opens during normal business hours. The resident should contact the property staff and maintenance will come to the unit to investigate. Do not bring suspected bed bugs to the maintenance office or to the management office.

If the presence of bed bugs is confirmed, the property staff will explain the requirements to eradicate the bed bugs and will work with the resident to schedule eradication.

As long as residents notify the property staff in a timely manner and as long as residents fully and properly participate in all eradication procedures, cost of treatment is the responsibility of the owner/agent. However, the cost to replace any items that must be discarded and cost to clean personal items will be the responsibility of the resident.

Failure to notify the owner/agent and failure to fully and properly participate in the eradication process are grounds for immediate termination of tenancy.

If the resident fails to notify the owner/agent and/or property staff of an infestation or if the resident fails to fully and properly participate in the eradication process, the resident will be charged for all costs associated with infestation of the unit and other areas. These charges will be considered damage beyond normal wear and tear.

If a licensed exterminator determines that repeated infestations are caused by the resident, resident's guest, or service providers hired by the resident, cost of eradication for bed bugs present as a result of the resident's, resident guest's, or resident service provider's actions will be considered damage and will be charged to the resident. These charges may include damage to other units and to common areas.

Residents agree to fully and properly participate in all eradication procedures including properly preparing the unit based on guidance provided by the owner/agent and/or property staff.

Residents are discouraged from bringing used furniture into the unit. However, if a resident chooses to bring used furniture into the unit, the resident must be aware of the risk of bed bug infestation. If used furniture introduces bed bugs to the unit or to common areas or surrounding units, the resident will be charged for damages including costs to eradicate bed bugs in their own unit, surrounding units and common areas as applicable.

If visits from a resident's guest or service provider are determined to be the cause of repeated infestations, the resident will notify the guest or the service provider. The resident is responsible for ensuring these guests or service providers do not cause repeated infestations. If the resident is notified that the guest or the service provider is the cause of such infestations and the resident continues to allow the guest or service provider access to the property resulting in repeated infestations, the resident will be charged for damages including costs to eradicate bed bugs in their own unit, surrounding units and common areas as applicable.

UNIT INSPECTIONS

Pursuant to statute, within 14 days of occupying the unit, the RESIDENT has the option to request an initial inspection of the unit. Within a reasonable time, after notification of the intent to terminate tenancy or before the DATE THIS LEASE ENDS, RESIDENT has the right to request a move-out inspection.

The property staff will conduct a thorough inspection of each unit at least annually. Residents will be notified at least twenty-four (24) hours in advance of any scheduled inspection. Residents are encouraged, but not required, to attend inspections.

If unit inspection results in the discovery that the apartment is not maintained in a decent, safe, and sanitary manner, the resident will be issued a lease violation and will have seven (7) calendar days to rectify the problem.

If the problem is considered an exigent health and safety issue, the property staff (or a qualified vendor), will repair the problem within twenty-four (24) hours. In such cases, and as warranted, the owner/agent and/or property staff will schedule more frequent inspection of the unit. If there is any damage beyond normal wear and tear, the cost to replace or rectify the issue will be charged back to the resident.

The resident agrees to grant access to the unit and correct any discoveries resulting from the unit inspection.

The resident also agrees to more frequent unit inspections that may be conducted as a result of discovery that the resident failed to maintain the unit in a decent, safe and sanitary manner.

The lender or other city/state agencies may also conduct unit inspections independent of the owner/agent and/or property staff. Residents will receive proper notice of such inspections. Residents agree to grant access to the unit for these inspections.

If there is a report of any parasitic infestation, the property staff or a qualified exterminator may be required to inspect the unit. Residents will receive proper notice of such inspections. Residents agree to grant access to the unit for these inspections. Resident also agrees to participate fully in the inspection process including following instructions to use traps or other devices to detect or eradicate parasitic infestations.

In accordance with local tenant/landlord guidance, the owner/agent may enter the unit without advance notice in the case of emergency including, but not limited to suspected injury, a fire, or serious water leak.

DAMAGES TO THE UNIT

Residents shall not damage or disturb any part of appliances, fixtures, cabinetry, the ceiling, walls, doors, or floor in an apartment in anyway, including, but not limited to:

- Installing hooks, nails, and/or other hardware into the ceiling or doors.
- Drilling into the ceiling, cabinets, walls, or doors.
- Removing or damaging doors to cabinets or vanities.
- Hanging light fixtures, ceiling fans or other objects from the ceiling without written approval from the owner/agent and/or property staff.
- Allowing water to accumulate on the floor.
- Painting, repairing, or making improvements with respect to the ceiling, walls, appliances, cabinetry, doors or floor; or
- Creating an environment or participating in or allowing activity that results in the infestation by bed bugs, fleas, or other parasites or rodents.

Residents shall immediately report any sagging, warping, leaking, cracking, staining, holes, or water accumulation related to the ceiling, walls, doors, or floor to property staff. Any damage the resident causes to the ceiling, walls, doors, or floor, including, but not limited to, damages caused by the resident's violation of this rule, shall not constitute ordinary wear and tear.

The resident shall be responsible for reimbursing the owner/agent for the cost of repairing damage to the ceiling, walls, doors, or floor and for any damages that results because of the resident's action.

At unit inspection and at move-out, residents may be charged for damages that exceed normal wear and tear to the unit. This includes damages caused by an assistance animal. These charges are due within thirty (30) days.

If the damage charges are assessed at move-out, the security deposit may be used to offset damage charges. (*Security deposits are applied to unpaid rent first*) However, any balance due after use of the security deposit is due within thirty (30) days. Any damage beyond normal wear and tear will be billed at cost to the resident.

VEHICLES, CONVEYANCES AND PARKING

CARS AND/OR OTHER VEHICLES

Vehicles parked in the property parking lot must have a current registration, and insurance at all times. Residents must provide current vehicle information to the owner/agent upon request.

When notice is provided to residents regarding lot maintenance or snow removal, the resident must remove the vehicle as requested. If the vehicle is not moved, it may be towed at the expense of the resident/owner of the vehicle.

Residents may allow their guests or service providers to park vehicles in the property parking lot only while the guest or service provider is visiting the resident. Residents must contact the property manager if any unregistered vehicle remains on the property for more than three consecutive nights.

Vehicles must be in acceptable condition as defined below in order to park within the community. The following is required.

- Valid Registration and Plates
- Operable/Running
- Tires intact/inflated.
- Windows in place
- Utilized on a regular basis (Cannot be parked for more than two weeks without use)
- Not used for storage purposes
- Not leaking fluids (air conditioner condensation is not considered)

Any vehicle that does not meet the above criteria will be removed/towed at the resident's expense.

Residents must comply with standard street laws concerning the vehicle including, but not limited to obeying street signs and speed limits.

Residents will not be allowed to operate or park a vehicle on the property if continued use of their car or any other vehicle represents a threat to other residents or causes excessive or undue damage to the property.

BICYCLES & OTHER LIKE TOYS

Bicycles and other like toys may be parked appropriately in areas outside the apartment or apartment building as long as they do not block sidewalks, entryways, or exits.

Residents and their guests are prohibited from parking these items in hallways, common areas, stairwells or on sidewalks where they could present a danger to others or block entry to or exit from an apartment or a building in an emergency situation.

The owner/agent and property staff encourage residents to use appropriate locks and store them in garage or storage area.

At no time may bicycles be left on their sides on the lawn, on sidewalks, in driveways, in parking areas, or in the landscaped area of the complex.

Residents are responsible for the safe and courteous operation of bicycles and riding toys in common areas.

Bicycles, skateboards or other like toys may not be ridden on sidewalks (when people are walking on the sidewalk), in hallways, through landscaped areas, down stairwells, or in other common areas.

Residents and their guests are expected to comply with signage in accordance with common safety practices (stop at stop signs/lights, yield to other traffic, etc.).

Riders must conform to local laws regarding the use of helmets and other safety gear.

The owner/agent and/or property staff assumes no responsibility for injury to those using or riding bicycles, skateboards, or other like toys. The owner/agent and/or property staff assumes no responsibility for damage to or theft of these items.

Damages to the property (including common and public areas) caused by use of such items will be charged to the resident. These charges must be paid within thirty (30) days.

WHEELCHAIRS, WALKERS, CARTS, & SCOOTERS

Residents are responsible for the safe and courteous operation of their mobility aid(s) in public and common areas. Residents are prohibited from parking these aids in hallways, sidewalks, or parking lots where they could obstruct other residents' ability to exit in an emergency situation or present a danger to others.

All operators must maintain complete control of their own mobility aid(s) at all times. They must operate their mobility aid(s) so as not to endanger themselves, other residents, staff, or visitors.

For motorized conveyances, all operators must maintain safe speeds when in use within the facility or on its grounds. Safe speeds are defined as no faster than the average walking speed.

Only one (1) person at a time may use any single motorized conveyance. No towing, pushing, or pulling of other objects or vehicles of any sort is allowed on property grounds.

Motorized conveyances must, at all times, yield to pedestrians and appropriately to other conveyances similar to the rules that apply when driving a car.

- Operators must avoid contact with fixed and moveable objects at all times. The cost to repair damage, in a unit or in common areas, caused by operators of a motorized conveyance will be charged to the resident.
- Motorized conveyances must not obstruct any resident's ability to come and go and use the common areas in an appropriate and timely fashion.
- Operators must maintain, or allow to be maintained, their vehicle in a safe and hygienic condition.
- Motorized conveyances must be in good working order.
- Motorized conveyances may be parked only where authorized.

- Motorized conveyances can only be charged in individual apartments or in other designated areas.

The owner/agent and/or property staff are not responsible for theft or damage to resident's property.

PARKING

Residents and their guests have the right to park cars or motorcycles in the property parking lot with a current parking pass. Cars, motorcycles, or other vehicles will not be parked on curbs, in the grass, or in other areas that are not specifically designated for parking. The owner/agent is not responsible for the safety or security of vehicles parked in the property parking lot. Each town home has parking available in the driveway.

Each resident's vehicle must be registered with the property staff. Unless the resident seeks prior approval and unless there are extenuating circumstances or the need for a reasonable accommodation, all vehicles must be legally registered to a resident, caregiver or live-in aide who lives in the unit.

Recreational vehicles, trailers, commercial vehicles (other than police or emergency vehicles), tractor-trailers, or semis may not be parked anywhere on the property and will be towed, at the vehicle owner's expense, upon discovery.

Moving vans are allowed to be properly parked in the property parking lot for a maximum of forty-eight (48) hours before or after move-in or move-out.

Parking spaces are available on a first-come, first-served basis. Based on city ordinance, the required number of marked handicapped spaces is available for public use. These are public spaces and cannot be assigned to any particular resident, guest, or service provider.

Assigned parking is available to residents with disabilities as a reasonable accommodation. Please review the property Reasonable Accommodation/Modification policy and/or contact the owner/agent and/or property staff for information regarding reasonable accommodations.

Vehicles parked improperly or vehicles parked in loading or emergency zones will be towed at the vehicle owner's expense without notice. Cars parked over parking space lines, or "double-parked", may be towed at the vehicle owner's expense.

The property parking lot is not a vehicle storage area. If an automobile or other vehicle, even an automobile or other vehicle registered to a resident, remains in one space (and is not moved) for more than thirty (30) days, the car will be considered "abandoned" and will be towed at the vehicle owner's expense. Certain exceptions may apply if a resident's extended absence has been recorded by the property staff or if the resident has been granted a reasonable accommodation.

Residents may not conduct automobile or other vehicle repairs in the property parking lot or anywhere else on the property. This prohibition does not include services provided by roadside service organizations such as AAA or automobile dealer roadside services.

The owner/agent and/or property staff assumes no responsibility for damage, theft, damage, or destruction of any vehicle or its contents parked on or around the community. If a resident demonstrates unsafe driving while in the property parking lot, parking privileges may be revoked.

GARAGES AND STORAGE

Resident will be given one key/opening device to the premises. Resident will be charged at cost per key/opening device if all are not returned upon termination of this agreement or for replacement costs if lost.

Garages must be used for vehicle parking. Garages cannot be used solely for storage. A vehicle MUST be able to fit completely within the garage stall.

PROHIBITED USES WITHIN YOUR GARAGE STALL:

1. NO STORAGE OF FLAMABLE OR DANGEROUS ITEMS.
2. REFRIGERATORS, FREEZERS, OR ANY HIGH VOLTAGE TOOLS ARE NOT PERMITTED IN THE

GARAGE.

3. GARAGES CANNOT BE USED FOR BUSINESS OR COMMERCIAL PURPOSES.
4. RESIDENT WILL NOT ALLOW GARAGE TO BE USED FOR ANY ILLEGAL PURPOSE.
5. SUBLETTING OF THE GARAGES IS NOT PERMITTED
6. ALTERING OR CHANGING LOCKS IS NOT PERMITTED

Neither management nor the Owner have any liability whatsoever for loss or damage to Resident's vehicle or any items stored by Resident in garage, whether by fire, theft, vandalism, mysterious disappearance or otherwise.

Resident must reimburse the Owner for loss, physical damage, or cost of repairs to the garage building due to any circumstance caused by resident and or resident guests. All garage fees are due per the terms of the lease and are available on a first come first serve basis.

ANIMALS-

PET POLICY/SERVICE ANIMALS

Vista 44 has a no pet policy.

Service animals, companion animals, and therapy animals (all will now be called "assistance animals") are not considered pets. If a resident wishes to request an assistance animal, review and follow the process to request a reasonable accommodation and to request an animal. **The request must be submitted and approved before the resident is allowed to house an assistance animal.**

The need for the assistance animal will be verified if the need for the assistance animal is not readily apparent and proper documentation must be executed **BEFORE** an assistance animal is moved into the unit. The resident must agree to abide by the Assistance Animals Rules established for residents of this property.

The animal will not be allowed to reside in the home until all proper paperwork has been provided to management and the animal addendum/agreement forms completed. In addition, the animal license agreement, city license (where applicable), proper vaccination records and documentation of the animal being spayed/neutered must be provided.

We consider pets/animals a serious responsibility. If you do not properly control and care for a animal, you will be held liable if it causes any damage or disturbs other residents.

CRUELTY TO ANIMALS

Cruelty to animals in any form is an offense punishable by imprisonment, fine, or both. Cruelty directed toward animals if witnessed, should be immediately reported to a staff member or the police/local animal control. Residents who abuse animals are subject to termination of tenancy.

ENFORCEMENT OF THE LEASE. HOUSE RULES. ANIMAL RULES AND OTHER POLICIES

All residents understand that enforcement of the lease and property rules is the responsibility of the owner/agent and the property staff. Residents will not "self-police" the property. Under no circumstances will a resident approach another resident to attempt to enforce the lease.

If a resident witnesses or suspects non-compliance or if a resident has a complaint, the proper action is to advise the property staff during normal business hours.

Approaching a resident to enforce the lease or house rules is strictly prohibited.

RENT & OTHER PAYMENTS

Rent is due on or before the first (1st) day of the month and no later than the fifth (5th) day of the month. All payments received will be applied to the oldest balance first. .

Rent paid after close of business on the fifth (5th) day of the month will be considered late.

LATE FEES

If a resident does not pay the full amount of the rent by the end (close of business) of the fifth (5th) day of the month the resident will be charged a late fee of 8% of the resident portion of rent.

RETURNED PAYMENTS

Any payment that is returned for non-sufficient funds payment will be subject to a \$30 fee applied by the owner/agent's financial institution. The rent payment, the fee, and any applicable late fees are due immediately upon notice and must be paid in certified funds. Failure to pay immediately will be treated as non-payment of rent.

If, in any twelve (12) month period, two (2) payments are not honored for payment, payments will be accepted only in the form of certified funds for a period of 12 months. If a third check is returned, the resident must pay in the form of certified funds for the duration of the residency. Certified funds are considered: cashier's check, bank check, credit card, or money order.

VISITORS / GUESTS

Visitors/guests are welcome as long as they:

- Abide by property lease and property rules.
- Abide by federal, state and local laws.
- Do not pose a threat to any resident or property staff.
- Do not disturb the peace and quiet comfort of other residents.
- Do not interfere with management or maintenance of the property.
- Are not unauthorized residents.

Visitors/guests are defined as any person not on the lease, application, or any income certification, regardless of age or relationship.

Visitors/guests may stay with the resident on an occasional basis not to exceed fourteen (14) cumulative days/nights in any twelve (12) month period.

If a resident is disabled and requires a reasonable accommodation to allow a guest to stay more than fourteen (14) cumulative days/nights during a twelve (12) month period, the accommodation must be requested and approved **before** the guest is allowed to remain longer than the above-mentioned timeframe. The number of overnight guests is limited to the local occupancy standards for the unit size plus one.

Service providers, such as a caregiver, are not defined as visitors or guests, but must be registered with the property staff if they will be present on the property for more than fourteen (14) cumulative days/nights in any twelve (12) month period.

Residents are responsible for all actions of their service providers, guests, or visitors while on the property.

Unauthorized persons are subject to arrest for trespassing and/or loitering pursuant to the local penal code.

Residents are responsible for the actions of their guests.

The resident will be given the option to add the person to the household if the unauthorized person meets eligibility and screening criteria and if the unit size will accommodate the addition of a household member. If the resident confirms the person is only a guest, the resident may be required to provide proof of alternative permanent residence for the unauthorized guest as detailed below, or, if the initial lease term has been fulfilled, the resident may provide a two full calendar month notice to vacate.

If the owner/agent suspects that a guest is actually living in the unit or if the resident has been requested by owner/agent to provide it, the owner/agent will ask for verification of alternative residence. Samples of such verification include one or more of the following:

- Verification with the United States Postal Service that no mail for the person is delivered to the unit address.
- *A current government issued photo ID for the "guest" with an alternative address
- *A current lease indicating an alternative residence
- *A current utility bill in the person's name showing an alternative address

- *A current insurance policy or other such invoice/bill showing an alternative address

** Additional verification may be conducted by the owner/agent.*

In addition, the resident(s), indicated on the lease, must sign a notarized statement confirming that the guest does not violate the guest policy as indicated above and does not reside in the unit.

The owner/agent and/or property staff may pursue termination of tenancy or fraud as necessary.

LIVE-IN AIDES

A live-in aide must meet HUD's definition of a live-in aide:

- Is essential to the care and well-being of the resident.
- Is not dependent on the resident for support; and
- Is only living in the unit to provide essential support.

If a resident or applicant requests a live-in aide, the owner/agent is required to verify the need for a live-in aide using third-party verification.

Live-in Aides are required to complete the Live-in Aide Questionnaire. The information on the Live-in Aide Questionnaire will be verified and the prospective live-in aide will be screened in accordance with the resident selection plan in place at the time of review. The live-in aide will not be screened for the "ability to pay rent" since the live-in aide is not responsible for rent payment.

If a live-in aide moves in prior to screening and prior to signing required forms, the owner/agent will issue a notice of lease violation and may pursue other action including, but not limited to eviction of the live-in aide, termination of assistance, and/or termination of tenancy.

ADDING OR REMOVING HOUSEHOLD MEMBERS

One of the key requirements, at application and during residency, is to disclose who will be living in the unit at any given time. It is important to understand the difference between a resident and a guest.

Residents are strictly prohibited from allowing anyone to move into the unit without the express written permission from the owner/agent.

The owner/agent and/or property staff must apply screening criteria, as described in the resident selection plan, to persons proposed to be added to the household, including live-in aides. In addition, certain eligibility requirements must be reviewed before anyone is allowed to move into a unit.

In order to remove a household member, the resident must complete the partial notice to vacate form. It is preferred, but not required, that the person leaving the unit sign the statement as well. The security deposit and move out statement will not be processed until the entire household moves out of the unit. The deposit will stay with the household member(s) that remain in the home.

The owner/agent will verify that the resident actually moved out. Examples of such verification include one or more of the following:

- Verification with the United States Postal Service that no mail for the person is delivered to the unit address.
- *A current government issued photo ID for the "guest" with an alternative address
- *A current lease indicating an alternative residence
- *A current utility bill in the person's name showing an alternative address
- *A current insurance policy or other such invoice/bill showing an alternative address

** Additional verification may be conducted by the owner/agent.*

INVOLUNTARY REMOVAL OF A HOUSEHOLD MEMBER

If a resident is required to leave, based on the lease, House Rules, Pet/Assistance Animal Rules, or for another reason, the owner/agent must be able to verify alternative permanent residence within ten (10)

business days in accordance with the Verification of Household Composition section of these House Rules. Self-certification is not acceptable verification in this case.

Failure to provide adequate documentation to verify removal of a household member may result in termination of housing assistance and/or termination of tenancy. Rules regarding special protections, such as those protections provided under the Violence Against Women Act, apply.

If a household indicates that one or more members have been removed from the lease, the owner/agent will accept such notification from the head-of-household if it is provided on a notarized form provided by the owner agent.

If the household has been notified of termination of tenancy because a member is registered as a sex offender in any state lifetime sex offender registry, the owner/agent will take extra steps to ensure that the sex offender is not housed in any unit on the property. The household will have to provide documentation to prove that the sex offender will live at another location. Acceptable documentation includes, but is not limited to:

- Confirmation from a landlord with copy of an executed lease
- Confirmation from local police
- Confirmation from anyone who maintains sex offender registries including but not limited to:
 - Dru Sjodin Sex Offender Registry
 - Megan's List
 - State or Federal Sex Offender Registries
- New driver's license with new address

Information will be confirmed for up to one year after the sex offender has moved-out. Longer timeframes may apply if the owner/agent has reason to suspect that the sex offender may attempt to live on the property.

If it is discovered that the household allowed any registered sex offender to live in the unit, the resident must understand that he/she is not qualified to receive subsidy or live on the property.

**Allowing a registered sex offender to live in the unit,
as an unauthorized resident is considered a material lease violation.**

If a lease is bifurcated or if a resident is evicted from the property because of an offense covered under the Violence Against Women Act, the person will be permanently barred from the property.

Inviting a person evicted because of an offense covered under the Violence Against Women Act or encouraging such person to remain on the property is a lease violation. The resident agrees to notify the owner/agent and/or the local authorities if such person enters the property.

CRIMINAL ACTIVITY

The owner/agent will investigate and determine appropriate action based on the circumstances surrounding the crime and the resident's knowledge or involvement in the crime.

The owner/agent may pursue termination of tenancy (eviction) if any household member participates in criminal activity that threatens the health or safety of staff, other residents, residents' guests, residents' service providers, or persons residing in the premises.

If a resident, a resident's guest, or a resident's service provider commits a criminal act on the property, the resident may be subject to termination of tenancy. The owner/agent will investigate evidence of criminal activity reported on the property.

Actions may warrant termination of tenancy (eviction) include but are not limited to:

- Crimes or actions involving violence or potential violence.
- Sex crimes
- Crimes or actions involving animal abuse.
- Criminal acts covered under the Violence Against Women Reauthorization Act of 2013 (stalking, domestic violence, dating violence or sexual assault)
- Manufacture or distribution of an illegal or controlled substance
- Crimes that interfere with a resident's safety
- Crimes that interfere with a resident's right to peaceful enjoyment of the premises

- Crimes that interfere with the safety of the property staff
- Fraud
- Crimes that involve damage to property such as arson, malicious damage
- Crimes that involve illegal possession or use of weapons
- Crimes that involve human trafficking
- Terrorist activities
- Crimes that involve explosives
- Use of an illegal drug – on or near the property - when such use may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents.
- Abuse or pattern of abuse of alcohol that interferes with the health, safety, and right to peaceful enjoyment by other residents. Standards are based on behavior, not the condition of alcoholism.
- Resident, resident's guest or resident's service provider is subject to any sex offender registration requirement based on a conviction. The owner/agent will investigate the charges. The resident must participate in the owner/agent's investigation. If it is discovered that the resident's guest or service provider is subject to a state lifetime sex offender registry or if the sex offender is considered a threat to public safety, and a qualified evaluator believes the offender is a predator or a sexually violent predator then the guest or service provider will be banned from the property. If the resident invites or allows such a predator to visit or stay at the property, the owner/agent will initiate termination of tenancy.

If a registered sex offender was removed from the household's application prior to move-in, the owner/agent reserves the right to monitor household composition after move-in. If the owner/agent discovers that a sex offender has moved into the unit, the household will be evicted in accordance with state requirements.

If there is evidence that the resident participated in such illegal activity, the owner/agent will meet with the resident and the other adult household members to determine if the residency should be terminated or if the offending party should be removed from the unit including formal procedures required to remove the member from the household/lease.

Based on a preponderance of the evidence, if the owner/agent investigation indicates that a resident participated in criminal activity as described above, the resident may be subject to termination of tenancy (eviction).

SEX OFFENDERS

Note: These rules apply to any household member who was subject to a lifetime sex offender registration requirement at admission and was admitted after June 25, 2001.

The owner/agent has opted to make that rule more restrictive by prohibiting any sex offender registrant from living on the property.

If an owner/agent and/or property staff discovers that a household member is a registered sex offender and was admitted in error, The owner/agent and/or property staff will first offer the family the opportunity to remove the ineligible (sex offender) family member from the household.

If the family is unwilling to remove that individual from the household, the owner/agent and/or property staff must pursue termination of tenancy for the household in accordance with attorney instruction.

If the owner/agent has good cause (i.e., notification from a state sex offender registry or law enforcement agency), all household members acknowledge that sex offender screening can be conducted by the owner/agent and/or property staff or other representatives.

CRIMINAL ACTIVITY DISCOVERED AFTER MOVE-IN

If the owner/agent discovers that a resident misrepresented their criminal history at application, the owner/agent will require the household meet with property staff and discuss the information.

The owner/agent will comply with Minnesota guidance and the owner/agent's criminal screening criteria when determining what action should be taken. Action may include termination of tenancy depending on the severity of the crime and the willingness of the household to remove the offender.

DISTURBANCES OR INQUIRIES INVOLVING LAW ENFORCEMENT

Residents are expected to contact law enforcement if they witness any illegal activity or if they feel they are in need of law enforcement intervention or protection.

If any law enforcement agency is called to the property because of any type of illegal disturbance and/or criminal violations caused by a resident's illegal action, such incident shall be investigated by the owner/agent and/or property staff. If it is determined that a resident was involved in criminal activity and/or other illegal behavior on the property, the household may be evicted.

Law enforcement has the right to enter the property and the power to make arrests as needed within the law.

Disturbances and/or criminal violations where the resident, a resident's guest, or a resident's service provider is involved in illegal activity is considered a lease violation.

If the resident, the resident's guest, or the resident's service provider is the victim, the owner/agent will investigate the circumstances surrounding the specific situation and decide whether a lease violation occurred and if termination is appropriate.

The termination of the lease agreement will be conducted as allowed by the terms of the lease agreement and local, state, and federal law, including the provisions provided through the Violence Against Women Act (VAWA).

INCARCERATION

If the owner/agent or property staff discovers that a resident has been incarcerated, the property staff will investigate the arrest/conviction. If the resident has been convicted of any of the crimes that would constitute termination of tenancy, the owner/agent and/or property staff will immediately begin the process to terminate tenancy.

If an existing resident is incarcerated, at least one other adult household member must be listed on the lease in order for other members to remain in the unit. If the remaining household members are minors, the owner/agent is compelled to comply with local law regarding child abandonment. This may include contacting child protective services.

If the incarcerated resident is the sole household member, the owner/agent will initiate the process required when a unit is abandoned.

UNDOCUMENTED IMMIGRANTS

United States Code Title 8, subsection 1324(a)(1)(A) prohibits the harboring of illegal aliens. The provision of housing to illegal aliens is a fundamental component of harboring. Residents may be required to provide proof of citizenship or legal immigration status.

CONSIDERATION OF EXTENUATING CIRCUMSTANCES

In deciding whether to exercise discretion to terminate (evict) an individual or household that has engaged in prohibited criminal activity, the owner/agent will consider all of the circumstances relevant to the particular eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the resident has taken all reasonable steps to prevent or mitigate the criminal activity.

CRIMINAL ACTIVITY DISCOVERY

The lease and these House Rules provide grounds for terminating the lease for criminal activity engaged in on or near the premises, by any resident, household member, or guest. Before terminating any resident based on involvement in criminal activity, the owner/agent will (as appropriate):

- Investigate whether the resident committed a crime.
- Investigate whether the resident's guest or service provider committed a crime.
- Investigate whether the resident's guest or service provider committed a crime on or near the property.
- Notify the household of the proposed action based on the information.

- Provide the content of the criminal record and information about how to obtain a copy of the information if a criminal record was used in the investigation.
- Provide the resident with an opportunity to dispute the accuracy and relevance of the information obtained from any law enforcement agency.
- Allow the household the opportunity to remove the household member involved in the indicated criminal activity.

Residents have ten (10) business days to provide documentation to dispute the owner/agent's information or provide an explanation of mitigating circumstances. If the resident fails to contact the owner/agent or indicates that he/she cannot provide documentation to refute the criminal activity discovered or provide mitigating circumstances, the owner/agent may begin the process to terminate tenancy.

LEASE VIOLATIONS

In accordance with regulations, the owner/agent and/or property staff are required to monitor residents' compliance with the lease terms. Certain lease violations may result in termination of tenancy in accordance with rules set forth by the owner/agent.

Certain lease violations will result in immediate termination of tenancy (eviction). These are considered **material lease violations and will result in termination of tenancy (eviction) in accordance with state/HUD requirements**. Material lease violations include, but are not limited to:

- Misrepresenting eligibility status in regard to income, age, criminal history, landlord history, etc.
- Failure to pay rent as agreed by the lease.
- Evidence of criminal activity engaged on or near the property by the resident or any resident guest or service provider.
- Committing a crime, covered under the Violence Against Women Act (the owner/agent may choose to seek bifurcation of the lease to protect the victim)
- Any resident's Inclusion on any state sex lifetime sex offender registry
- Discovery that any household member (including live-in aides) is subject to any sex offender registration.

Other lease violations are less severe and the owner/agent and/or property staff have adopted the following policy. When a minor lease violation is discovered, the owner/agent and/or property staff will issue a written notice explaining the violation. This notice will give the resident the opportunity to appeal. This notice will be provided in an equally effective format as a reasonable accommodation if there is the presence of a disability.

The owner/agent and/or property staff will provide the resident with instruction explaining how to resolve the violation(s). If the resident complies with the owner/agent and/or property staff requirements, the incident will be "closed".

In instances where members of the household commit multiple minor lease violations, the owner/agent and/or property staff will pursue termination of tenancy.

EXTENDED ABSENCES FROM THE APARTMENT

If the resident anticipates being absent from the apartment home for an extended period of time, they must notify management.

In cases of illness or confinement in a hospital or nursing care facility, for a resident who is the sole member of a household, a resident may be absent from her/his apartment for up to one-hundred eighty (180) days when a licensed medical professional, familiar with the resident's condition, will verify that a return to the unit will occur within the one-hundred eighty (180) days.

The owner/agent will consider any request for a reasonable accommodation, any request to consider the resident's status as a victim of a VAWA crime, and requests to consider extenuating circumstances.

ABANDONMENT OF A UNIT

If the owner/agent and/or property staff does not receive written notice of an extended absence from a household member, the owner/agent and/or property staff shall consider the household to have abandoned the unit if any of the following occur:

- The owner/agent and/or property staff or property staff has reason to believe the unit is no longer occupied.
- Another resident or staff reports/confirms that there has been activity that indicates that the resident has moved.
- Rent is more than five (5) days past due and there has been no contact from the resident or the resident's representative as appropriate.
- The household has not acknowledged or responded to requests for communication and/or meetings.
- The owner/agent has sought and obtained a court order to enter the unit in the case of suspected abandonment.
- The owner/agent has credible information to believe the sole household member has been incarcerated, admitted for extended hospitalization or has died.

Subject to local tenant/landlord requirements, if a unit is thought to be abandoned, property staff will:

- Attempt to contact the residents by phone or other communication for one (1) business day.
- Enter the unit to conduct an emergency inspection.

If household members do not respond to the property staff's attempts to contact the resident, the owner/agent and/or property staff will take appropriate steps to have the unit declared abandoned. The owner/agent and/or property staff will take legal action, including eviction.

DEATH OF A SOLE HOUSEHOLD MEMBER

In the case of death of a sole household member, the owner/agent and/or property staff reserves the right to take legal possession of the apartment as specified by federal, state, or local landlord/tenant laws. The owner/agent and/or property staff will dispose of the property or consolidate it as defined by local law.

REMOVAL OF PERSONAL PROPERTY IN THE EVENT OF DEATH, ABANDONMENT OR INCARCERATION

Notification of death or incarceration of a sole household member or in the case of abandonment, all locks providing entry to the individual apartment will be changed. The owner/agent reserves the right to initiate eviction, as required, to take possession of the unit.

Unless previously established, the owner/agent and/or property staff will require legal authorization before allowing unit contents to be removed by family or other representatives. Examples of legal authorization include but are not limited to:

- Executor of the will
- Permission from Probate Court
- Court ruling
- A completed Shelter Corporation Authorization to Provide access form.

Upon confirmation of abandonment of the unit, and/or once the owner/agent has received an eviction order, the property staff will take written and photographic inventory of property in the unit and remove the contents from the unit so that it may be prepared for another family. The contents will be stored for the greater of twenty-eight (28) days or the amount of time dictated by local laws. Perishable items, food items, and live plants will be removed but not stored. Animals will be removed based on the Pet Policy and/or the Assistance Animal Policy. The owner/agent and/or property staff is not responsible for any loss or damage to property during transfer from the unit to the storage facility.

Subject to local requirements, if it is discovered that the contents of the unit are infested (e.g., lice, bed bugs, fleas), the contents will be removed, treated and/or disposed of based on guidance from a licensed pest control provider.

Cost of damage caused by such infestation will be charged to the resident or the resident's estate.

Cost of moving and storage and treatment/disposal will be charged to the resident or the resident's estate if allowed under local tenant/landlord laws.

TERMINATION OF THE LEASE BY THE RESIDENT

In accordance with the lease, residents may terminate tenancy at the end of any lease term by providing a two full calendar month notice. If the resident moves out after the notice is provided but before the two full

calendar is complete, the resident has not provided a two full calendar month notice and is not entitled to refund of the security deposit.

In accordance with state tenant/landlord law, if the resident moves out before the end of the current lease term, the resident is responsible for the current market/contract rent for the unit through the current lease term or until the unit is re-rented, whichever is earlier.

FAILURE TO PROVIDE OR FULFILL TWO FULL CALENDAR MONTH NOTICE.

In accordance with the lease, residents may terminate tenancy at the end of any lease term by providing a two full calendar month notice. If the resident moves out after the notice is provided but before the two full calendar month is complete, the resident has not provided a two full calendar month notice.

If a resident household fails to provide a two full calendar month notice, the household understands that they forfeit any right to use the Security Deposit to pay for any outstanding balances.

In addition, the owner/agent will continue to charge the household the current market rent until the end of the two full calendar months' notice period or until the unit is re-rented; whichever is earlier.

COLLECTION AFTER MOVE-OUT

The household understands that all outstanding balances must be paid within thirty (30) days of receiving the final bill.

If the household members fail to pay the final bill, the owner/agent may opt to report such information to credit reporting agencies. In addition, a collection agency may be used to collect all or part of the balance due.

If any household member applies for housing at another property, the resident understands that the owner/agent will disclose payment and lease performance information if any household member has signed an appropriate release.

APPENDIX A – FAIR HOUSING & OTHER CIVIL RIGHTS PROTECTIONS

FAIR HOUSING

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status.

In addition, the state of Minnesota has added Fair Housing protections based on receipt of public assistance, sexual orientation, marital status, creed or Age (Saint Paul only)

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The owner/agent complies with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

SECTION 504 OF THE REHABILITATION ACT OF 1973

The owner/agent complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance.

Although Section 504 protections often overlap with the disability discrimination prohibitions included in the Fair Housing Act, Section 504 differs in that it imposes broader affirmative obligations to make their programs, as a whole, accessible to persons with disabilities.

Coordinating Efforts to Comply with Section 504 Requirements

The owner/agent has designated a person to address questions or requests regarding the specific needs of residents and applicants with disabilities. This person is referred to as the Section 504 Coordinator.

Name of Section 504 Coordinator:	Cindy Kramm
Address:	10900 Wayzata Blvd, Minnetonka MN 55305
Phone Number:	952-358-5184
TDD/TTY Number:	711 Voice Relay

Requests for Reasonable Accommodation or Modification

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the owner/agent will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. Please see Appendix A for additional information.

LIMITED ENGLISH PROFICIENCY

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the owner/agent to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities.

The owner/agent will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property. The owner/agent will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD's housing assistance program.

THE EQUAL ACCESS RULE

The owner/agent ensures that housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status in accordance with *The Equal Access Rule*.

PROTECTIONS PROVIDED UNDER THE VAWA

The Violence Against Women Act (VAWA) provides protections to women or men who are applicant to or residents of any “covered housing program” and who are the victims of domestic violence, dating violence, sexual assault and/or stalking – collectively referred to as VAWA crimes. The owner/agent understands that, regardless of whether state or local laws protect victims of VAWA crimes, people who have been victims of violence have certain rights under federal fair housing regulation.

This policy is intended to support or assist victims of VAWA crimes and protect victims, as well as affiliated persons, from being denied housing or from losing their housing as a consequence of their status as a victim of VAWA crimes.

VAWA protections are provided to affiliated persons which are defined as follows:

1. A spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of the victim); or
2. Any individual, resident/applicant, or lawful occupant living in the household of that individual.

Other than what is described above, VAWA protections are not provided to guests, unauthorized residents or service providers (including live-in aides) hired by the resident.

VAWA ensures that victims are not denied housing and housing assistance is not terminated solely because the person is a victim of a VAWA crime.

Confidentiality

The ***Notice of Occupancy Rights under the Violence Against Women Act*** provides notice to the resident/applicant of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the victim and all information provided to the owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is.

1. Requested or consented to by the victim in writing and denoting a specific timeframe; or
2. Required for use in an eviction proceeding or termination of assistance; or
3. Otherwise required by applicable law.

The owner/agent will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or resident files.

Requests & Certification

The person seeking VAWA protections may make a request for a VAWA accommodation in any reasonable manner. The resident/applicant may:

- Complete a VAWA request form provided by the owner/agent.
- Submit a written request (*including email but not texting*)
- Make a personal (oral) request either in person or via phone/FaceTime, etc.

Once a request is made, the owner/agent requires that the applicant certifies their status as a victim of a VAWA crime using one of the following methods. Applicants and residents decide which of the following methods is used to certify their status as a victim of a VAWA crime or as someone affiliated with the victim of the VAWA crime.

When the owner/agent responds to a request to exercise protections provided under the VAWA The owner/agent will request that an individual provide the HUD approved Form - *Certification as a Victim of Domestic Violence, Dating Violence, Stalking or Sexual Assault* to certify status as a VAWA victim or as a person affiliated with a victim. The person seeking VAWA protections may obtain this form from the property staff or from HUD's web site. The owner/agent understands that the delivery of the certification form to the applicant/resident via mail may place the victim at risk, (e.g., the accused perpetrator may monitor the mail). The owner/agent will work with the applicant/resident in making acceptable delivery arrangements.

Alternatively, if the applicant/resident has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit written proof of this outreach in lieu of the certification form.,

The owner/agent will also accept a document signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the person seeking VAWA protections has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse. This document must be signed by the applicant/resident. The signatory attests under penalty of perjury (28 U.S.C. §1746) that the professional believes it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking.

Lease Bifurcation

If the owner/agent determines that physical abuse caused by a resident is clear and present, the law provides the owner/agent the authority to bifurcate a lease (*i.e., remove, evict, or terminate housing assistance to any accused perpetrator*), while allowing the victim, who lawfully occupies the home, to maintain tenancy.

The owner/agent may attempt to evict the accused perpetrator, but applicants and residents should know that state/local tenant/landlord laws prevail, and the owner/agent must comply with such laws. The owner/agent cannot guarantee that a court will award or enforce an eviction.

The resident must keep in mind that eviction of or termination action must be in accordance with the procedures prescribed by federal, state, and local law. The owner/agent is committed to attempting to assist the victim and persons affiliated with the victim, however, evictions are generally carried out through the court system and the owner/agent cannot override or circumvent a legal decision.

In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence, sexual assault and/or stalking against another household member, an appropriate certification will be processed reflecting the change in household composition. Special consideration will be given if the remaining household members are not qualified to remain in the unit as a “remaining household member”.

Lease Addendum

The HUD approved lease addendum will be implemented and provided in accordance with HUD guidance.

VAWA Emergency Transfer

A resident/applicant who is a victim of a VAWA crime is eligible for an emergency transfer when:

1. The person making the request is a victim of a VAWA crime or is a person affiliated with a victim of a VAWA crime.
2. There is a request for a VAWA Emergency Transfer; and
3. The resident reasonably believes that there is a threat of imminent harm if the resident remains within the same unit; or

If the resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

This is true even if the resident is not a resident in good standing.

A resident/applicant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in the property VAWA Emergency Transfer (VET) Plan.

For more detailed information about the protections provided under the VAWA or for more information about the property's VET Plan, please contact the property management staff.

SHELTER CORPORATION POLICY

FITNESS CENTER

The Fitness Center is intended to provide beneficial exercise and enjoyment without compromising the health and safety of its users. However, because of the nature of the equipment, which is an integral part of many activities, there is an inherent risk of injury. These inherent risks are minimized by thoughtful and cautious use of the equipment and facilities. Resident agrees to follow all rules and regulations for the use of the Fitness Center listed below:

- All activities of the Fitness Center are unsupervised. Use at Resident's own risk.
- Persons under 14 years of age must be accompanied by a parent or responsible adult.
- Equipment must only be used in the manner intended by the manufacturer.
- Resident must notify Management immediately if Resident believes any equipment is malfunctioning.
- The Fitness Center may not be occupied by anyone not using the exercise facilities.
- The Fitness Center may be used by Resident and up to 2 of Resident's guests. Resident must supervise guests at all times.
- Only drinks in plastic containers with lids are allowed.
- Food is not permitted.
- Pets are not permitted unless approved by Management.
- Appropriate exercise shoes and clothing must be worn at all times. Swimwear when used for exercising is not appropriate. Management will determine appropriate clothing.
- Resident understands that fitness activities, including the use of equipment, are potentially hazardous and involve a risk of injury and even death.
- Resident is voluntarily participating in these activities and will use equipment and machinery properly and with knowledge of the dangers involved. Resident assumes and accepts any and all risks of injury or death that may result from 1) the use of equipment; 2) participation in unsupervised activities at the Fitness Center; 3) injuries or medical disorders arising from exercising at the Fitness Center, such as heart attacks, stroke, heat stress, strains, sprains, fractures, or death; and 4) accidents or injuries which occur within the Fitness Center.
- Resident should consult Resident's physician before participating in any physical exercise.
- Resident waives, releases and forever discharges the Fitness Center, the Property, Management, the owner of the Property and their affiliates, their respective owners, officers, agents, employees, representatives, executors and assigns from any and all responsibilities or liability for injuries or damages resulting from any participation in any activities or use of equipment or machinery in the Fitness Center or arising out of Resident or Resident's guests' participation in any activities at the Fitness Center.
- Fitness Center hours are as posted by Management and may be modified by Management.
- Resident acknowledges and accepts any rules and procedures that may be required by Management concerning the use of the equipment and facilities of the Fitness Center. Amendments or modifications to the rules and procedures may be made at any time in the sole discretion of Management and the owner of the Property.

COMMUNITY ROOM/ACTIVITY ROOM- OTHER COMMON AREAS

Resident acknowledges that the use of these amenities is subject to the following conditions:

- These amenities can be reserved on a first-come-first-serve basis and it cannot be reserved more than 14 days in advance.
- Overnight events are not allowed.
- Alterations are not allowed (hooks for Pinatas, etc.).
- Furniture can be moved but must be returned to original floor plan.
- Appropriate attire must be worn in these areas (shirt, pants and shoes at all times).
- Resident must provide a deposit of \$300 to Management as a reservation fee. The deposit will be returned if the following conditions are met:
- The room/restrooms are clean and all trash has been removed. No damages are noted.
- The key is provided and returned during normal office hours.
- Non-Residents may not rent these amenities.

- Abide by the Rules and Regulations of the Property that were signed at move in including all items relating to Quiet Hours, No Pets and No Smoking.
- Call the Emergency Maintenance Number ONLY for emergency maintenance.
- Note: Emergency Maintenance Number IS NOT to be used for locking or unlocking doors to the Resident.
- Provide all cleaning supplies, dishes & utensils, coffee & filters, towels, food, decorations, extra seating/tables, etc. Management will provide Trash Bags only.
- Remove all personal property, including food, coats, etc., from these areas; anything left will be disposed of within 24 hours.
- Inform Guests of where the Visitor Parking is located; anyone parked in Resident parking will be towed at their own expense and may result in an infraction.
- Notify Management of any maintenance that is needed.
- Resident agrees to hold the Owner and Management harmless of any and all accidents that occur while the Resident has use of these amenities.
- Management reserves the right to periodically open and enter the storage space to ensure compliance with this Lease.
- After Resident vacates the Apartment, any items left in the storage space will be deemed abandoned, and Management may remove, sell, or otherwise dispose of all personal or real property therein.

PLAYGROUND

A playground is available for the residents' use. Animals are not allowed in or on the playground unless the animal is necessary to address the symptoms of a disability.

Resident acknowledges that the use of these amenities is subject to the following conditions:

- Alterations are not allowed (hooks for Pinatas, etc.).
- Appropriate attire must be worn in these areas (shirt, pants and shoes at all times).
- Call the Emergency Maintenance Number ONLY for emergency maintenance.
- Notify Management of any maintenance that is needed.
- Resident agrees to hold the owner and Management harmless of any and all accidents that occur while the Resident has use of these amenities.

SNOW POLICY

The Management team has contracted a vendor for snow removal services. The vendor has a 2" trigger for the driveways and the sidewalks. Management will use due diligence to ensure the snow is removed as soon as possible. If there are heavy snow falls and travel is not advised, there may be a delay in snow removal. Management recommends that residents proceed with caution and use their best judgement during inclement weather.

I understand that Shelter Corporation, as agent for the owner and the Owner, has secured casualty and liability insurance coverage that covers just the property owned by the apartment community. I understand and acknowledge that the causality and liability insurance maintained by Shelter Corporation and the Owner, does not protect me and my personal belongings against loss or damage from accidents, weather, wrongdoing of third parties, burglary, fire, smoke, water, wind, hail, lightning strike, power surges, and other perils or casualties.

I understand further that I can be held liable and am responsible under my Lease and the house rules, to Shelter Corporation, the building owner and/or neighbors for accidents or damage caused by me, my guests, and my family members. If I do not have personal liability insurance protection, I understand that I am considered "self-insured" and financially responsible to other building residents, guests, and to the property owner and Shelter Corporation as the managing agent for damages caused by me, my family, or guests.

I further understand that in the event of an accident or other interruption of use at the property, Management will not pay, and Management's insurance does not cover temporary relocation, moving or housing costs for me and my family

CARE AND MAINTENANCE OF YOUR APARTMENT HOME

This section of your House Rules provides rules and requirements for how Residents are to maintain and care for their apartment or townhome. Failure to comply with these rules is a breach of your lease and may be grounds for a lease violation or eviction. The cost of repairs or damages that are caused by Resident's failure to care and maintain their unit in accordance with these guidelines will be charged to the Resident. Damages which are in excess of ordinary wear and tear are the responsibility of the Resident. If you have questions on the appropriate care and maintenance of your apartment-home that are not answered in this section of the Handbook, please contact Management.

GENERAL

HOUSEKEEPING REQUIREMENTS

Residents must maintain their home in a clean and sanitary condition, in compliance with all applicable health, fire, and other applicable codes. Residents are responsible for maintaining the entryway to their unit.

WINDOW OR WALL COVERINGS

Only curtains or drapes intended for use as window coverings, or custom-made blinds, may be used as window coverings. Mounting hardware cannot be attached to the wood or metal around the window. Paper, foil, sheets, or other hanging materials that are not designed as window coverings are not acceptable. To maintain proper levels of air circulation and to prevent excess moisture accumulation, window coverings should allow for adequate movement of air between the windows and window covering materials. Window coverings cannot cover heat registers. Residents that wish to install hangings other than curtains or drapes intended for use as window coverings over window areas or over walls, may be required to obtain Management's approval as to the method of installation and Management may require that any hangings be far enough away from any wall area, heat register, or window area, so as to not damage blinds and to allow proper air circulation, and to be secured in such a manner that wall coverings and sheetrock are not damaged. Management's approval of any alternative installation for a window or wall covering does not waive Management's right to recover any costs of restoring the premises and doing repair to walls when Resident vacates the home.

DECORATING AND ALTERATIONS

Your unit has been cleaned and made ready for your occupancy. Neutral colors have been chosen to allow each Resident the opportunity to add individual complimentary colors through personal furnishings. Any decorating or alterations to your unit (*i.e.*, paint, wallpaper, contact paper, light fixtures, cabinets, carpet, and vanities) must be approved in advance in writing by Management. If and when these additions have been approved, it will be the responsibility of the Resident to return the unit to its original condition prior to vacating the unit.

WALLS AND FLOORING

Prior to your occupancy the walls have been painted and/or otherwise inspected to determine that wall surfaces and wall coverings are in good order without marks or stains. Likewise, floor coverings have been cleaned and inspected to determine that there are no stains, cuts, or damages other than as noted in your move-in inspection report. It is your responsibility to keep the walls and floors in good order. Residents are responsible for any marks, stains, including any staining from body oils (people leaning against walls) or stubborn odors from smoking, cooking oils or odors, or other damages that may require special treatment to neutralize odors and ready the walls for cleaning or painting. Residents should counsel children that marking or writing on walls is not permitted and will result in additional charges to Resident.

AIR CONDITIONERS

If your unit has an air conditioner, clean the filters in the air conditioner at least once a month. If your air conditioner is not cooling effectively, check the settings on the controls, close the vent so it is not bringing in hot outside air, and inspect the unit to make sure there are no obstructions to the airflow. Do not operate the air conditioners with windows or doors open. Allowing humid or moist air into the apartment will prevent the air conditioner from operating properly and can result in damage. For optimum cooling, do not leave the unit on the coldest setting past the first half hour. Setting the unit on the coldest setting or leaving the unit on at any setting for too long a period of time, may lead to the unit developing frost and becoming less efficient. Cool air will stay in the room where the air conditioner is located, it may be necessary to use a fan to move cool air throughout your unit.

HEAT

Heat registers or other heating sources, such as baseboard heat, are located throughout units to help regulate the airflow and to maintain the desired temperature. The adjustment of louvers on the heat register, together with the thermostat, will help maintain an even temperature in your apartment home. Heat sources must never be obstructed or blocked by furniture, drapes, or other objects.

STOVE AND OVEN

Do not place plastic, cloth, or other flammable items such as salt and peppershakers, spoon holders, napkins, or plastic wrappings on top of the range when it is in use. These items could ignite or melt.

To clean your stovetop and drip pans use hot soapy water. It may be necessary to remove the drip pans in order to clean them. You may also need to lift the stovetop from time to time and clean the surface beneath with a hot soapy rag. Do not use excessive amounts of water and wash off all soap or cleaning products thoroughly. If the stove is not washed off properly, the stove could be damaged when used again. Do not line drip pans or oven surfaces with foil, this can be a fire hazard. Do not use spray oven cleaners on any part of the range top or knobs.

Arrange oven racks when the oven is cool. If you should have an oven fire, turn the oven off. If the fire continues, throw baking soda on the fire, use a fire extinguisher, and/or contact the fire department. DO NOT put water or flour on the fire, flour may be explosive.

Clean your oven frequently and when the oven is cool clean drippings or spills that occurred during cooking. When cleaning use a nonabrasive sponge or cloth to avoid damaging oven surfaces.

REFRIGERATOR

DO NOT turn the refrigerator off at any time.

CLEANING THE INSIDE OF YOUR REFRIGERATOR

- Wash the inside surfaces of the refrigerator and freezer with warm water and a mild detergent such as dish soap. Rinse and dry thoroughly. To avoid damaging refrigerator surfaces, use a nonabrasive sponge or cloth. Wring excess water out of the sponge or cloth when cleaning around the controls, light, or any other electrical parts.
- Caution: Damp objects stick to cold metal surfaces. Do not touch refrigerated surfaces with a wet or damp hand.
- Wash removable parts such as shelves and drawers with mild detergent and warm water. DO NOT USE HARSH CLEANERS ON THESE SURFACES. Rinse and dry thoroughly. DO NOT place removable parts in the dishwasher.

CLEANING THE OUTSIDE OF YOUR REFRIGERATOR

- Wash the outside doors and handles with warm water and a mild detergent.
- Do not move your refrigerator without first consulting with Management. Moving a refrigerator may damage the flooring or the electric cord.

OTHER

- Not cooling? Check the control dials and notify Management immediately.
- Do not overload. Overloading will block airflow and cause the refrigerator/freezer not to cool.
- In case of a power outage, do not open the refrigerator until power resumes.
- Do not overload side doors, the clips or shelves will break.
- Place minimum weight on crisper cover to avoid breaking or cracking of cover, handles, or shelf guards.

DISHWASHER

If your unit has a dishwasher, use as follows:

ALWAYS PREPARE DISHES PROPERLY

- Scrape away large pieces of food, bones, pits, toothpicks, *etc.* Rinse items to be placed in dishwasher. Empty liquids from glasses and cups and wipe lipstick off glasses. Rinse cups and saucers to prevent coffee or tea stains.
- Foods such as mustard, mayonnaise, vinegar, soft egg, fish oil, lemon juice, and tomato-based products may cause discoloration and/or tarnishing of stainless steel, silver, and/or plastics if allowed to sit for a long period of time. Unless the dishwasher is to be operated at once, it is best to rinse off food soils. Baked-on or burned-on food should be soaked and removed before putting in the dishwasher. A steel wool or synthetic pad will help remove stubborn soil on dishes.
- Load racks so that large items do not prevent the detergent dispenser from opening.
- If the dishwasher drains into a garbage disposal, run the disposal before starting the dishwasher.

ITEMS NOT TO BE WASHED IN THE DISHWASHER

- Plastic items (except Melmac) because they may soften in high temperatures.
- Rubber or wooden items such as spatulas, wooden salad sets, and cutlery with painted handles, will deteriorate from frequent washing in hot water.
- Cast-iron utensils will rust, and the seasoning will be removed.
- Hand-painted china and milk glasses (whether old or new) will fade the designs and milk glasses may turn yellow unless given special care.
- Anodized aluminum will likely fade the natural glaze in hot water.
- With some brands of pots and pans it will remove the non-stick coating. Check with the Manufacturer.

GENERAL

Keep the dishwasher strainer clean to prevent clogging and look to see that nothing has fallen to the bottom of the tub while loading the dishwasher. Solid objects, broken glass, lightweight plastics, and measuring cups can damage the propeller. Ordinarily, dishwashers are self-cleaning. Dishwashers must be used on a periodic basis to prevent seals from becoming overly dry and failing. Even if you choose to do dishes by hand, it is your responsibility to run the dishwasher on a periodic basis to prevent damage to seals and equipment and to help prevent odors from developing in unused traps and drains.

USE ONLY DETERGENTS MADE FOR DISHWASHERS

Other dishwashing detergents will damage dishwashers and cause leaking. Do not add dishwasher detergent until you are ready to run your dishwasher.

GARBAGE DISPOSAL

If your unit is equipped with a garbage disposal, you should only use it when cold water is running.

FOODS HANDLED EASILY BY THE DISPOSAL INCLUDE:

Root vegetable peels	Cauliflower
Cabbage	Celery (cut in ¼)
Onions (not skins)	Rhubarb
Citrus fruits (cut in ¼)	Leafy green vegetables.
Lettuce	Avocado (not the seed)
Melon rinds	Coffee grounds
Cucumber	Foods of similar substance

ITEMS NOT TO PUT IN THE DISPOSAL:

Filtered cigarettes	Eggshells
Paper	Unpopped popcorn
Metal	Bones
Cloth	Onion skins
China	Glass
Aluminum	Rubber
Aquarium rocks	Corn silks and husks
Other foreign substance items	Animal fat
Nuts (meat and shell)	Fruit pits

Always put a lid over the disposal opening when not in use to prevent items from falling into the drain.

SINKS

DO NOT PUT THE FOLLOWING DOWN SINK DRAINS:

- Grease or oil
- Drain cleaners
- Acid
- Any substance other than liquid

Keep strainer basket in place to catch items such as food waste.

If you notice a leak from a pipe under the sink, place a bucket or bowl under the leak to catch the water and turn off the sink using the shut off valves located under the sink on the back wall and notify Management.

If you notice leaking from the faucet handles or spouts, shut the faucet off completely and notify Management.

If you notice water spraying from the faucet, notify Management.

Do not use an abrasive sponge and/or scrubbing utensils on stainless steel sinks, they will scratch and damage.

Bathrooms

TOILETS

Normal Use

Conventional toilet paper should be the only paper product disposed of in the toilet. Avoid excessive use of toilet paper or putting anything unusual in the toilet. If your toilet malfunctions and cannot be fixed with a plunger as described below, contact Management. There will be no charge unless the damage is caused by negligence or misuse. The following items are considered chargeable damage to the toilet and/or sanitary systems:

- Large accumulation of toilet paper
- Use of paper products other than toilet paper
- Disposable diapers
- Sanitary napkins, tampons, *etc.*
- Grease, oil, or any other material not designed for use in toilets.
- Toys
- Any other foreign object found to have been dropped or flushed in the toilet.

It is your responsibility to keep personal items, cosmetics, hairpins, toys, and other property away from and out of the toilet. These items can cause plugging and damage if they are accidentally dropped or flushed in the toilet.

Clogged Toilet

DO NOT put drain cleaners in the toilet. Use a plunger. If the problem persists, notify Management.

Overflowing Toilet

Immediately shut off the water using the shut-off valve located on the wall near the base of the toilet. Notify Management and clean up any water from the overflow.

Toilet Running Constantly or Not Flushing

Properly Notify Management.

Do not stand on, slam, or use excessive force on the toilet seat.

Condensation on the exterior surface of the toilet is normal in the summer months. This condensation may drip to the floor appearing similar to a leak; wipe the area with a towel. Check if it is condensation before contacting Management regarding your toilet leaking.

SHOWER/TUB

- Utilize an outside and inside shower curtain and shower mat at all times. The shower curtain must be inside the tub and encompass the corners of the tub area to prevent water leaking during shower usage.
- Should you notice a leak at the fixture or spout, notify Management immediately.
- A small amount of water coming from the tub spout when showering is normal.
- If you notice a large amount of water coming from the tub spout that decreases water pressure when showering, notify Management.
- Keep the drain opening clear at all times.

If water is draining slowly, clear the drain area of hair and other debris. DO NOT put any drain cleaner such as Drain-O down the drain. If slow draining continues, notify Management.

- When you notice missing caulking or loose fixtures, notify Management.

FLOORING AND CABINETRY

Bathroom surfaces and flooring are designed to handle moisture but are not “waterproof.” Excess moisture and standing water should always be wiped up from floor surfaces, tile, and cabinetry surrounding bathroom tubs or sinks. Failure to remove excess water can result in damage beyond normal wear and tear and can promote the development of mold or mildew.

If your bathroom is equipped with a fan or vent it should be used when the bathroom is in use for proper ventilation and to prohibit damages caused by excess humidity or moisture.

OTHER ROOMS

WINDOWS, BLINDS, AND SCREENS

Upon move-in, unless otherwise noted on Move-In Inspection sheet, windows, blinds, and screens of the unit are deemed in sound, undamaged condition. Windows, blinds, and screens damaged or broken in Resident's unit during residency shall be repaired and the cost charged to Resident. Window screens shall not be removed. Do not screw screws into the wood or metal around windows or doors.

PATIO DOOR AND/OR SCREEN DOOR

If your unit has a patio door or screen door, follow these guidelines:

- If patio door or patio screen are hard to open, clean tracks. If you continue to meet with resistance, do not attempt to force open but notify Management.
- The patio door is not designed to be used in the winter except in case of an emergency. If you notice a buildup of ice, utilize a heat source to melt the ice or notify Management.

- Your patio door should be kept securely locked at all times.
- The screen door is not equipped with a secure locking device. Residents should never leave the room or retire for bed with just the screen door closed. Because the screen is designed for ventilation, it cannot be locked or secured effectively to prevent entry into your unit. Even balconies on upper floors should not be considered secure, and the patio door should always be locked.
- Always use the handle when opening and shutting doors.
- Do not push or allow anything to sit against doors.
- Use a glass cleaner to clean glass.
- Warm soapy water may be used to clean tracks. Do not use excessive amounts of water when cleaning, this will get the carpet wet which can promote mold or mildew growth, or cause damages and/or staining which may result in charges to you.

KITCHEN EXHAUST VENTS AND FANS

For fire safety and to minimize food odors, kitchen exhaust vents and fans require regular cleaning. You can do this by washing the exhaust vent with warm water and detergent. If your vent has a filter, clean or change it regularly. To allow adequate ventilation, air movement, and to prohibit damages caused by excess humidity and moisture, it is important that the exhaust fans and vents be used. It is a violation of your Lease to cover or obstruct any exhaust vent. Fans should be used when cooking. Any cooking process that involves boiling, steaming or lengthy use of the stove or oven should include running the fan at all times.

Carpet

You are responsible for the care and maintenance of your carpet. It needs to be vacuumed regularly. In order to assist you in maintaining it in good condition, we offer the following suggestions:

- Weekly vacuuming is necessary to keep most carpets in clean and undamaged condition. Failure to vacuum your carpet on a regular basis will allow dirt and other foreign materials to be ground into the carpet and cut or damage carpet fibers. "Sweeping" or attempting to clean carpet without vacuuming will result in excessive wear and tear, damage, and ground in dirt and stains.
- Food and beverage spots should be cleaned up quickly by using a white rag with cold water and Ivory soap.
- Grease can be removed by covering the spot immediately with salt, scooping up the salt and repeating the process until clean. When finished, apply additional salt and leave it overnight then vacuum.
- Do not use large amounts of water when shampooing the carpet. It may cause brown water stains on the carpet. Excessive shampoo or soap can also cause mold, mildew, rot, damage to the sub-floor and other problems.

KITCHEN AND BATHROOM CABINETS AND DRAWERS

- Do not overload cupboards, shelves, or drawers.
- Do not allow children to climb on or use as steps the cabinet fronts, drawers or shelves.
- Do not clean with large amounts of water or cleaners. Use an appropriate cleaning product or a slightly damp rag or sponge.
- Do not allow water or liquids to run down or hang wet towels or rags on the cabinet front and drawer.

COUNTERTOPS

Do not place hot objects directly on the countertops. Quickly remove any substance which might cause a stain. Do not cut anything with a sharp knife on your countertops, use a cutting board. Do not allow water to collect and stand on countertops.

FLOORS

Keep the vinyl floors clean and bright by washing them periodically. Do not use rubber-backed rugs on any vinyl floor, it will damage the flooring by leaving yellow stains.

LIGHT BULBS

All lights and appliances are in working order when you take occupancy of your unit. All bulb replacements are the responsibility of the Residents. You will be charged for all missing and burned-out bulbs when you vacate your unit.

NORMAL SERVICE OR REPAIR REQUESTS

If non-emergency repairs or services are needed in your unit, please contact Management and they will issue a Work Order. If you are unable to speak with someone in the Management Office, submit a written request specifying the repair or service needed.

EMERGENCY REPAIRS

In an emergency, call Management and follow the instructions for leaving an emergency request. The staff member on call will immediately contact you. Please wait at your phone number for a call back. The following items are examples of what Management considers emergencies:

- No heat in the winter.
- Plumbing leaks or sewer stoppage can damage personal belongings, your unit, or the rental community.
- Gas odors; (also call the gas company).
- No electricity; (also call the electric company).
- A non-functioning refrigerator.
- Any condition that might be hazardous to personal safety or cause damage to the building, any unit, or a Resident's belongings.
- Broken doors, windows, or locks which pose safety risks.

NOTICE OF ENTRY WHEN RESIDENT REQUESTS REPAIR OR SERVICE

Your request for repair or service work is considered notice to the Resident that Management will be entering the unit to perform the repair or service. Although Management will attempt to inform you in advance when the work or service will be performed, this is not always possible. If prior notice is not given to you, and you are not at home when the service or work is performed, a written notice will be left advising you of Management's entry. Management will enter your apartment without notice in case of emergency.

Residents have a duty to cooperate and assist Management in performing repair and service work. This means cooperating with Management in providing access to your unit and removing any personal property that would impede or obstruct the service personnel from the area needing work. It is your responsibility to remove and care for your personal property when work is being done.