



OLIVER

MANAGEMENT SERVICES

5713 GRAND AVE SUITE B

DULUTH, MN 55807

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HOUSE RULES FOR MARKET-RATE PROPERTIES

Oliver Management Service, Inc. (Management Agent) and its representatives (Property Manager and/or Regional Manager) are responsible for the management of the property. The property will be managed according to Owner and/or government agency requirements and regulations. (See Lease Agreement). If you have questions pertaining to management, refer to your lease or contact your management office during office hours.

We would like to welcome you to your new home! The purpose of the House Rules is to protect the peace and quiet enjoyment of each tenant and to maintain the integrity and upkeep of the property. Accordingly, management requires the following rules be observed and followed.

RENTAL POLICIES AND PROCEDURES

MANAGEMENT RESPONSIBILITIES: We are required to maintain your home in a condition that meets all health and safety standards. If you have questions pertaining to management, refer to your lease or contact your manager/management office during office hours.

TENANT RESPONSIBILITIES: This is your home and when you take possession of it, you assume definite responsibility for its care and maintenance. This includes day-to-day housecleaning, proper care of appliances, garbage removal, and adherence to the necessary house rules of community living. These responsibilities are explained in your lease and in these House Rules.

CONFIDENTIALITY: You have the right to expect that all financial and personal information required for application will be kept confidential. After verification of all documents have been completed, the application will be filed in your tenant file. Your tenant file will not be viewed by anyone except Oliver Management Service, Inc and the Owner/Owner's Agent.

LEASE AGREEMENT: Your lease is a legal binding contract between you, the Owner, and it's management agent: Oliver Management Service, Inc. Your responsibilities and the responsibilities of management are detailed in the lease. Please read it very carefully to make sure you are familiar with all the terms. **THE RULES AND POLICIES DESCRIBED IN THE**

HOUSE RULES ARE PART OF YOUR LEASE AGREEMENT. These policies are subject to change and a written notice will be issued by management.

RENT: Please make your check payable to the building. All rent is due and payable to the property manager or the main office, either by check or money order, on the first day of the month. No cash is accepted! Please refer to your lease for late fee guidelines. Checks returned for whatever reason will also be considered late. NSF check penalty plus the applicable late fee will apply, refer to your lease for details.

The terms of any payment plans/rent extensions must be spelled out in writing, signed by both tenant and management representative and a copy retained by each. If the rent is not paid on the date set forth in the payment plan/rent extension, the tenant may be served an eviction notice.

RENTER'S INSURANCE: It is strongly recommended that the tenant carry personal liability or renter's insurance in case personal belongings are stolen, destroyed due to natural disasters, damaged by fire, flood or other causes. **THE OWNER'S INSURANCE IS NOT RESPONSIBLE FOR TENANT'S PERSONAL BELONGINGS AND DOES NOT COVER ANY PERSONAL LOSS TO THE TENANT, INCLUDING THE COST OF A HOTEL ROOM/DISPLACEMENT HOUSING.** The owner will not be responsible for any lost, stolen or damaged property.

UTILITIES: Refer to your lease for utility obligations of property owner and tenants. It is the sole responsibility of the tenant to make arrangements with the local power company for connections and disconnections. Utilities to the tenant's unit must be placed into the tenant's name prior to signing the lease (if utilities are paid by the tenant). The tenant is responsible for the utilities through the complete lease term to include month-by-month until the proper notice to vacate period has been fulfilled regardless of whether the tenant is physically occupying the unit or not. Any damage (frozen pipes for example) incurred due to non-payment of utilities or negligence are the responsibility of the tenant. The tenant must also contact the local telephone company for telephone services and the local cable company for cable TV and/or internet.

MOVE-IN: Please schedule your move-in date and time with the property manager. When you move in, you will review and sign any applicable paperwork, inspect the home with the property manager, and fill out and sign a Unit Condition Checklist. Moving in and out of the apartment is preferred to be within the approved office hours as specified by the property or as the property manager determines. Please check with your property manager for more details. Doors that are propped open during move-in is the responsibility of the tenant. Do not drive any motorized vehicle on the sidewalks or lawn.

NOTICE TO VACATE: Notice to vacate must be given in writing, be legible, and with date and signature at least two (2) full calendar months plus one day prior to the date of vacating. Even if your lease has rolled into a month-by-month agreement, this does not waive the tenant's obligation of the written notice to vacate timeframe. The notice must be presented on, or prior to, the last day of the month and given to the property manager or delivered to the main office. If the notice is improper, the tenant will be financially responsible for any and all rent and utilities which will be due in accordance with the terms of the lease.

MOVE-OUT/SECURITY DEPOSIT: You must fulfill the lease requirements per its terms, have no damages, and thoroughly clean the unit upon move-out. The deposit amount, plus interest as prescribed by law, will be refunded subject to the following:

- You complete the terms of your lease;
- A written two (2) full calendars month plus one day notice to vacate must be given BEFORE the first day of the month (example: notice should be given by or before March 31 for a May 31 move out);
- Move outs must be scheduled for the last day of the month at the latest;
- There is no damage to the property beyond normal wear and tear;
- You must not owe for delinquent rent, late fees and utilities;
- Entire unit must be clean and free of all personal effects and debris;
- Have carpets shampooed;
- Return all keys and openers and provide a forwarding address;

The security deposit or a letter of explanation of security deposit disposition will be mailed to you within the time frame required by state and local regulations.

** Please note: move out charges will be determined by using the most recent Move Out Charge List. A copy of the most recent Charge List can be obtained from the property manager or main office.

UNIT ABANDONMENT: Abandonment is distinguished from an absence from the unit by the tenant's failure to pay the rent due for the unit and failure to acknowledge or respond to notices from the owner regarding the overdue rent.

- **ABANDONMENT:** Property remaining on premises is considered abandoned after (1) a tenant has been absent for at least 30 days without explanation or (2) at least 15 days have passed since the tenant was supposed to pay rent and it appears to the property manager that the tenant has vacated the premises. Tenant will be charged a storage fee on abandoned property which will be documented and stored for 30 days. If abandoned property is not claimed and storage fees paid for after 30 days, the items will become the property of the premise.

LEASE VIOLATIONS/EVICTIONS: Eviction is a serious matter. You can be evicted from your unit if you violate your lease, lease addenda or these House Rules. Here are some examples of lease/House Rules violations for which you can be evicted. This list is not exclusive nor all encompassing:

- Non-payment of rent or other amounts that you owe (for example: lock out fees, late fees, maintenance and damage charges, utilities for which you are responsible, etc.);
- Conduct that disrupts the livability of the building;
- Conduct that affects the health or safety of other tenants or guests;
- Conduct that affects the right of any tenant to the quiet enjoyment of the building;
- Interference with the management of the building;
- Conduct that has an adverse financial effect on the building;
- Illegal activities (including but not limited to the use, sale or possession of any illegal drugs);

- Failure to adequately supervise children or guests;
- Damage to property belonging to management as well as damage to other tenants' property;
- Assault, threat to do bodily harm, or any arson-related or other criminal offense directed at the property, management or tenants;
- Permitting other persons, who are not listed on the lease, to occupy your unit, sub-letting your unit;
- Violations of the building's non-smoking policy. If you have questions about the non-smoking policy, ask the property manager;
- Violations of Crime Free and Drug Free lease addenda.

Evictions will be done in accordance with the lease and the laws of the state. In the event that legal action is to be taken, the property manager is authorized to send out a termination notice.

CRIME-FREE/DRUG-FREE HOUSING: Oliver Management prohibits the illegal use of drugs and drug related criminal activities. The illegal use of drugs and drug-related criminal action interferes with the health, safety and/or right of peaceful enjoyment of the premises by the household and other tenants, and endangers the property as a whole. Your lease will be terminated for illegal drug and/or criminal activity on or near the property.

YOUR HOME AND COMMUNITY

APARTMENT CARE: The tenant shall keep the premises in a clean and sanitary condition. All entry doors, apartment doors, laundry facilities, storage areas, etc. should be kept closed at all times, for consideration of other tenants and to keep energy costs down. When you are absent from your apartment, all doors should be locked. Failure to do so is solely the tenant's responsibility. Management is not responsible for fire, theft or damage to personal belongings in the apartment or any other portion of the premises. Preventive and corrective maintenance services will be provided in accordance with state and local codes. Preventive maintenance repairs are not charged to the tenant.

If you would like to install curtains, prior written approval must be given by the property manager. In some buildings, window blinds may be provided. Any damage to them will be deducted from your security deposit. If you wish to have your blinds replaced, you will need to pay for them prior to their installation. The cost of installation and the blinds will be the current cost, which you can obtain from your property manager. No sheets, blankets, flags, tin foil, etc. are to be used as draperies. Screens are not to be removed from any of the windows.

The tenant shall notify the property manager promptly of the need for any repairs to the unit by using the Tenant Maintenance Work Order sheet, with the exception of emergencies. When a repair order is received by the property manager or placed in the proper drop box, a maintenance personnel will service the apartment as soon as possible to correct the problem and a 24-hour notice may not be given to the tenant for such repairs. Tenants are responsible for replacing any burnt-out light bulbs in their apartments after initial occupancy unless specifically excluded as directed by your property manager. Upon vacating, working bulbs are to be left in each light

fixture. Failure to have working bulbs in all fixtures and appliances upon move-out inspection will result in the cost of the bulb replacement being incurred by the tenant. Notify the property manager immediately of any plumbing leaks or malfunctions as well as any problems with electrical outlets, switches, light fixtures, windows, doors or appliances.

Circuit breaker panels located outside of a tenant's unit are not to be touched by tenants or visitors. If there is a problem with the circuit breaker panel located within the tenant's unit, contact the property manager or management immediately. Any damage (frozen pipes for example) incurred because the utilities have been shut off (due to non-payment) must be paid by the tenant.

The tenant will not display any signs (with the exception of those related to oxygen use) from windows or exterior windowsills. Nothing is to be thrown from or swept out the windows. Tenants are not to install additional appliances (including portable units) unless approved in writing by the property manager.

Tenants are liable for any damages their household members or guest may cause. Tenant will be responsible for damage caused by nails or pre-pasted wall hangers, double sided tape, pre-pasted decorations, anything that causes damage to the walls resulting in holes, paint scrapings or sheetrock being torn off the wall. Use small nails when hanging pictures or other items. No hooks are to be installed in walls or ceilings without prior written consent from the property manager.

Tubs and showers must be cleaned with non-abrasive cleaners to prevent damage to the surface. Hard water stains, mold, mildew and soap scum comes off using The Works tub and tile cleaner.

Any damage to furniture, fixtures, equipment, appliances etc. caused by the tenant's negligence will be charged against the tenant. If you line your shelves and drawers, it must be with a non-adhesive, removable material. Do not use any tape or adhesives of any kind on wooden doors, trim or cupboards.

Smoke damage is not considered normal wear and tear. When vacating a unit and there is smoke damage, the tenant will be charged for cleaning surfaces, priming and painting, possible carpet replacement, and for any other damage caused. Existing tenants who wish to have units painted because of smoke damage will have the same charges applied.

Smoke detectors are provided in all units per fire code. You are responsible for reporting a non-working smoke detector whether it's from being damaged or needing batteries. It is against the law to tamper with, disconnect smoke detectors, or remove batteries from smoke detectors. Fines may be imposed in addition to the cost of repairing any problems caused as a result of tampering with safety devices: this includes smoke detectors, CO detectors, alarm/horn strobes, sprinklers and sprinkler heads, fire extinguishers and fire panels.

Water is the only thing that should be drained down any of the sinks in your unit. Cleaning water should be flushed down the toilet. Cooking grease should be disposed of by pouring it into a tin

can and allowing it to cool. Once cool, the tin can and grease should be put in a sealed plastic bag and thrown in the garbage dumpster. DO NOT pour grease down the kitchen sink.

ELECTRICAL PROBLEMS: Every apartment unit is equipped with a master circuit breaker panel. It is important that you know its location. If you do not know its location, ask the property manager to point it out to you. In the event you experience lights going off or any of the appliances stopping for reasons unknown, check this circuit breaker panel and/or any GFCI outlets. A tripped breaker and/or GFCI outlet that needs to be reset is very easy to identify and is probably the cause of your trouble. Switch the breaker to the off position and back on. GFCI outlet has a reset button that may need to be pressed. If these do not resolve your problem, or if the breaker continues to go off, notify the property manager immediately.

TOILET/PLUMBING: The sewer system has been designed to adequately handle all normal use. If you should experience a continuous water flow problem, immediately turn off the water supply valve located behind the toilet. If you cannot restore the toilet to function properly, contact the property manager. It is wise for all tenants to have a toilet plunger. Often times after you plunge, the problem is solved. Water shall not be left running in the kitchen, bathroom, or elsewhere. Immediately report all plumbing problems. Tenant will be responsible for paying for plumbing problems caused by misuse or neglect.

The following items are considered chargeable damage to the tenant when found obstructing plumbing: Large accumulations of paper, sanitary napkins, tampons, condoms, combs, toothbrushes, brushes, pouring grease in the toilets or sinks, diapers, deodorant cans, bottles, toys, and any and all other foreign objects. Tenants will be liable for the cost for service to clear these problems, including the increased costs for service on weekends, evenings or holidays.

RANGES AND REFRIGERATORS: Keep your appliances in good condition by cleaning them often. Clean the surface units of your range regularly. The longer spilled food is left on these units, the harder it will be to remove. If something is spilled when baking in the oven, clean it as soon as possible. This will help keep your oven in clean condition and avoid oven element breakage. Drip pans are not to be lined with aluminum foil or any other covering as this creates a fire hazard. Ovens are not to be used for storage or as an additional heat source. Replacement of appliance light bulbs are the tenant's responsibility and the manufacturer guidelines must be followed. Tenants can be charged for appliance repairs due to misuse or neglect.

KITCHEN EXHAUST VENTS, FANS AND HOODS: It is very important to keep this area of your kitchen clean on a regular basis. This can best be accomplished by cleaning vent filters regularly and washing the exhaust vent and hood with hot water and degreaser. Bulb replacement is the responsibility of the tenant and is not to exceed 40 watts upon replacement, refer to manufacturer specifications.

WINDOWS AND DOORS: All doors and windows are to be operational at all times. It is your responsibility to ensure that your windows and doors open and close properly and that there are no holes or damage to screens or doors. It is the tenant's responsibility to notify the property manager if windows and/or doors are not operating properly. Please close all windows, including

inside and outside panels, and doors when necessary, to avoid possible damage from storm, rain, or other elements. You will be responsible for all damage resulting from failure to do so.

All broken windows are the tenant's responsibility unless another party, who can clearly be identified, is responsible and pays for the damage. Broken windows must be reported immediately to the property manager. Management will replace the window and charge it back to the tenant.

ALTERATIONS: No alterations of any kind are permitted without prior written consent from the property manager. This includes but is not limited to:

- Paint, paper or otherwise redecorating or make alterations, additions, or improvements in or to the unit or property;
- Installing appliances (including portable), any electrical equipment, or ceiling fans;
- Placing fixtures, ornaments, décor, signs or fences in or about the premises;
- Changing door locks, adding additional locks or alarm systems;
- Adding grab bars in bathrooms;
- Adding additional phone or cable jacks.

REASONABLE ACCOMMODATIONS/MODIFICATIONS: All those requesting an accommodation must fill out the proper paperwork and present it to the property manager or to the management office. Reasonable accommodations are to be in writing, along with the date and time the request was made. The accommodation will then be assessed based on the verified needs of the tenant, the property's resources and feasibility in accordance with applicable law.

CONTROLLED ACCESS: For the protection of you and the community, please keep controlled access doors closed at all times and do not allow anyone in that is not a tenant unless they are specifically your guest. Building doors are not to be propped open. If you see them propped open, please close them. Should you observe anyone of a suspicious nature, contact the property manager or the police.

EXTERIOR PATIOS/DECKS AND BALCONIES (ANY AND ALL): All patios, decks and balconies must be kept clean and well-maintained at all times. No interior furniture (couches, recliners, rugs, etc) are allowed. No garbage is to be left out. Nothing may be nailed, screwed or secured in any way that would damage any surfaces. The drying of clothing and/or any other materials such as rugs by hanging from or upon patios, decks or balconies is prohibited. No food scraps, or other food source, are to be put out on the grounds for feeding birds or other animals.

COMMON AREA CARE: All tenants and guests must be properly dressed when using the common areas. Appropriate attire includes a shirt/dress, pants/shorts/skirts and shoes.

Common areas are listed as follows, but not limited to: entries/vestibules, laundry room, community room, office, parking lots, driveways, hallways, garbage areas, sidewalks, front and back lawns, any area that you can share with another tenant. Each tenant and their visitors must help in keeping common areas clean. Dirty shoes, overshoes, apparatus with wheels, or animal paws should be cleaned at the entrances and not tracked down the halls. Hand held beverages should be covered to avoid inadvertent spills. You will be responsible for your household

members and your visitors in getting any messes cleaned up. Doorways and halls are to be left unobstructed by order of the State Fire Marshall. This includes any tripping hazards from rugs that are in front of your unit, bicycles, furniture, clothing, shoes, etc. that has been left in front of your unit or building.

For properties with a community room, please see your property manager for specific rules and regulations for use of this amenity.

Exterior and controlled-access doors should not be propped open at any time. Tenants and their visitors are to remain out of management personnel-specific areas such as: the maintenance rooms, garages or other maintenance storage areas, elevator room, furnace room, utility room etc. No sliding down banisters. Cigarette butts are to be disposed of properly, not thrown on the ground.

Tampering with or disabling property equipment such as heating, ventilation, and air-conditioning (HVAC), plumbing or fire safety controls and fixtures etc. may result in fines and/or eviction proceedings.

Tenants and visitors are NOT to use the common areas as a playground. Common areas are not to be used for storage or “giveaways”. Please bring any “giveaway” items to your local donation center.

Tenants and visitors are NOT to use common area electricity or water for personal use. (ie. washing of vehicles, washing of animals, charging electronic items, plugging in vehicles, etc.) Written permission from the property manager must first be obtained prior to using common area electricity or water.

GROUND AND OUTSIDE COMMON AREAS: The grounds and common areas of the property are for your use and enjoyment. Please do not litter the grounds or common areas. No food scraps, or other food source, are to be put out on the grounds for feeding birds or other animals. Destruction, damage or defacing the unit, common areas, or property grounds may result in fines and/or eviction.

Tenants and their visitors are not to play in the parking lots, dumpster area or streets. There will be no use of sidewalk chalk, unless a specific area is designated by the property manager for its use. When using sidewalk chalk, no derogatory remarks or profanity will be tolerated. No littering, spitting out of gum or any kind of garbage will be allowed in any of the common areas. Throw your garbage in the receptacles provided.

Tenants and their guests are not to be riding any type of bike, scooter, roller blades, heelys, skates or skateboard in the interior areas or on the grass and landscaping. No motorized vehicles such as: ATV's, four-wheelers, golf carts, motorcycles or snowmobiles are allowed in or on any of the interior areas or on the grass and landscaping.

Do not climb on fences or trees. Do not use the common area furniture for any other purpose than their intended use. The cost of damage to landscaping due to tenant negligence may be assessed to the tenant responsible.

No graffiti will be allowed on fences, mailboxes or any of the buildings. Tenants and their guests are not allowed in storage units, garages or their neighbor's units without prior consent. No building materials such as windows, downspouts, shutters, air conditioning units, etc. should be used as toys for playing with or to vandalize. The cost to fix these items will be charge to the responsible tenant's household.

Clotheslines are not permitted.

PARKING LOTS, DRIVEWAYS AND GARAGES: Adequate parking for the tenant's passenger vehicles is provided. "No Parking" areas must be observed. Washing vehicles, oil changes or any other vehicle maintenance on the property is strictly prohibited. All vehicles must be properly registered and licensed, have non-expired tabs, and be operable at all times or they will be towed at the owner's expense. Junk automobiles cannot be stored on the premises. No additional vehicles or items are to be parked on the premises without prior written approval from management including but not limited to: boats, RV's, snowmobiles, ski-doods, trailers, vehicles used only seasonally, box trucks (ie. moving trucks, etc). Under no circumstances will non-tenants be allowed to store a vehicle or other personal effects on the premises or in a tenant's garage.

Due to limited parking spots, renting of garages will be given priority to tenants who have a vehicle and park it within the garage.

Management reserves the right to tow any vehicle at tenant's expense for failure to comply with any of the parking regulations. All designated handicap-parking stalls must only be used by handicap-designated vehicles. Any vehicle without a designated handicap sign will be subject to police ticketing at the applicable fine rate. All motorcycles and scooters are to be parked in the parking lot and not in front of a unit or the building. The speed limit is set at 5 mph in the parking lot. Fire lanes and in front of the dumpster and recycling need to be kept clear where established and no parking in front of fire hydrants. Please inform guests of the parking rules and regulations.

SNOW PLOWING: It is the tenant's responsibility to cooperate with the property manager and snow removal personnel during the snow season. All vehicles must be moved when asked so that the lot and parking spaces can be cleared of snow. Tenants that do not comply with moving his/her vehicle can result in the vehicle being towed away at tenant's expense. Please keep this in mind if you are going to be absent during the snow season and inform your property manager in order to avoid your vehicle being towed.

SNOW REMOVAL/LOT SCRAPING: During the winter months, the parking lot will be plowed at an accumulation of two (2) inches or more. From time-to-time, it may be necessary to scrape the lot clean. In such cases, all vehicles are to be removed from the lot during this process.

Tenants will receive a twenty-four (24) hour notice to remove cars from the lot. All vehicles that are still in the parking lot will be towed at the vehicle owner's expense.

LAUNDRY: Coin operated laundry machines are provided for tenant use only. Management cannot make change for the use of machines or return any money you may have lost. Please remove clothing from the machine promptly and clean the machine after each use, including cleaning the lint screen in the dryer after each use. Management is not responsible for any loss or damage caused by the use of the machines. Children are not allowed in the laundry room unless supervised by an adult. You cannot dye clothing, rugs, or fabric in these machines. Machines are not intended to be used for washing rugs or extremely dirty work clothes. Laundry room hours are posted. The laundry room door should be kept closed at all times per fire code and to prevent disturbing nearby tenants. No storage of personal items is permitted in the laundry room. Portable washers and dryers are not permitted within the units.

Any problem with the laundry equipment should be immediately reported to the property manager. Tenants and visitors are not allowed to play at any time in the laundry room. Tenants or visitors found causing damage or using the laundry room in an unauthorized way will be liable for any cost to repair or replace damaged items, and/or infractions may be given. Any person caught tampering with the laundry equipment will be prosecuted to the fullest extent of the law. Utility sinks in the laundry facility are to be used for laundry purposes only.

GARBAGE: For the safety of each tenant and for sanitation purposes, all garbage must be disposed of in **sealed** plastic bags. All cardboard boxes must be broken down as flat as possible. Do not leave bags of garbage on top of the dumpster. Please make sure to close the lid of the dumpster after disposing of garbage and keep the area around the garbage containers clean and free of garbage. If children cannot reach or lift the lid of the dumpster, it is the responsibility of the adult/s in the household.

Under no circumstances is trash to be left in the hallways or on decks. There is to be no dumping of ash trays, kitty litter, car batteries, household appliances, household furniture, dead animals, motor oil, antifreeze or tires in the dumpster and/or trash chutes. If you dump the aforementioned items, an infraction and/or fine will be given. All recycling should be done according to your garbage provider/city's recycling guidelines. All garbage brought to the containers must be placed in the proper receptacle. No garbage dumping is allowed next to the dumpster.

ANTENNAS/SATELLITE/TELEPHONE/CABLE/OTHER: No antenna of any description shall be installed on the buildings, patios or balconies, or hung from the window or installed on the lawn. They may sit inside the unit pointing out a window only. No cables are to be run from room to room inside the unit. No additional wiring or moving of telephone jacks/cable TV outlets are allowed. Only existing telephone jacks/cable TV outlets may be used. If additional telephone or cable jacks are desired, prior written permission must first be obtained from the property manager and the work completed by a licensed and insured professional at the expense of the tenant.

ANIMALS/PETS: Specifics regarding pets or service/assistance animals are identified in the Pet Policy and Service/Assistance Animal Policy paperwork. No animals of any kind are

permitted on the property except for those that are identified and are in compliance with the Pet Policy or Service/Assistance Animal Policy paperwork. Tenant's family and visitors are prohibited from bringing animals into the building and/or on the property. Animal visits are strictly prohibited. **All animals must have prior written management approval and the appropriate paperwork showing the completed requirements before bringing the animal onto the property.**

SMOKING: SMOKERS ARE NOT A PROTECTED CLASS. Smoke damage is not considered normal wear and tear. When vacating a unit where there is smoke damage, the tenant will be charged for priming and painting, possible carpet replacement, and for any other damage caused by smoking in the unit. All Oliver Management Service managed properties are Smoke-Free. No smoking is allowed in any common or individual areas of the building such as hallways, stairwells, laundry rooms, lobbies, community room, reading room, bathtub room, offices, or within any individual apartments. Cigarettes are to be disposed of in a responsible manner. Hanging out of hallway or apartment windows to smoke is prohibited. Failure to comply with regulation or designated smoking areas may result in eviction.

1. Purpose of No-Smoking Agreement. The owner/management desire to mitigate (1) the irritation and known health effects of secondhand smoke; (2) the increased maintenance, cleaning, and redecorating costs from smoking; (3) the increased risk of fire from smoking; and (4) the higher costs of fire insurance for a non-smoke-free building;

2. Definition of Smoking. "Smoke" or "Smoking" means inhaling or exhaling smoke, aerosol, or vapor from any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product. "Smoke" or "Smoking" also includes burning or possessing any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product intended for inhalation.

"Electronic delivery device" means any product that can be used to deliver aerosolized or vaporized nicotine, lobelia, or any other substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, or vape pen.

3. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by tenant and members of tenant's household have been designated as a smoke-free living environment. Tenant, members of tenant's household, and tenant's guests shall not smoke anywhere in the unit rented by tenant, or the building where the tenant's dwelling is located or in any of the common areas or near the entry areas, nor shall tenant permit any guests or visitors under the control of tenant to do so.

4. Tenant to Promote No-Smoking Agreement and to Alert Management of Violations. Tenant shall inform his/her guests of the no-smoking agreement. Further, tenant shall promptly give the property manager a written statement notating the date and time, and source if possible, of any incident where tobacco smoke is migrating into the tenant's unit from sources outside of the tenant's apartment unit.

5. Management to Promote No-Smoking Agreement. Management shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

6. Owner/Management Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that management's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the owner, or any of its managing agents the guarantor of tenant's health or of the smoke-free condition of the tenant's unit and the common areas. However, management shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Management is not required to take steps in response to smoking unless management knows of said smoking or has been given written notice of said smoking.

7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other tenants at the complex are the third-party beneficiaries of tenant's smoke free agreements with owner/management (This means that tenant's commitments in this agreement are made to the other tenants as well as to owner/management.) A tenant may sue another tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another tenant. Any suit between tenants herein shall not create a presumption that the management breached this agreement.

8. Effect of Breach and Right to Terminate Lease. A breach of this agreement shall give each party all the rights contained herein, as well as the rights in the lease. A material breach of this agreement shall be a material breach of the house rules and grounds for immediate termination of the lease by management.

9. Disclaimer by Owner. Tenant acknowledges that owner's adoption of a smoke free living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that the owner or managing agent would have to a tenant's household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the building, common areas, or tenant's premises will have any higher or improved air quality standards than any other rental property. Owner and management cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that management's ability to police, monitor, or enforce the agreements of this agreement is dependent in significant part on voluntary compliance by tenant and tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that owner and management does not assume any higher duty of care to enforce this agreement than any other owner or management obligation under the lease.

TENANT POLICIES

QUIET ENJOYMENT: No loud noise is acceptable at any time. Loud boisterous conduct anywhere on the property that will disturb the comfort of others is prohibited. If your neighbor is making excessive noise, please speak to them first. An effort should be made at all times to be

respectful and considerate of other tenant's rights, particularly with regard to loud television sets, radios, conversations, playing of instruments, etc. Loud parties or acts which endanger others are prohibited. Please refrain from loud activities during the "quiet hours" of 10 pm to 7 am.

QUIET HOURS WILL BEGIN AT 10 PM AND WILL BE ENFORCED: The tenant, the members of the tenant's household and all guests or other persons under the tenant's control shall not conduct nor permit loud parties or noisy activities in the unit, or the common areas of the premises, or in any other manner, create any disturbances which causes annoyance or discomfort to other tenants, or otherwise disturbs the peace of any person or to the community.

GUESTS: Only those individuals identified on the lease and application are permitted to live in the unit. Guests are limited as to the amount of time they may stay at the unit unless there is prior written permission from the property manager. Please remember it is against the policy to have someone living in the unit who is not on the lease; this can be grounds for eviction. Tenants must obtain prior written approval from the property manager if a guest plans to stay longer than five (5) consecutive days and nights or more than a total of fourteen (14) days and nights during a 12-month period. Tenants are responsible and liable for the conduct of their guests. Any guest found to be staying with a tenant and is not listed as a household member on the lease must provide the property manager with their permanent physical address verifiable by an active lease or utility bill when asked.

CHILDREN: Parents or guardians are responsible for the conduct of their children or guests. At no time is the property manager responsible to provide supervision and is not responsible for any damage or injuries sustained. To ensure the comfort and privacy of other tenants, children are not allowed to play in hallways, decks and passageways, and must be supervised in common areas.

SOLICITING: Tenants and their guests are not to solicit from other tenants. Soliciting of any kind is not allowed on the property.

ALCOHOLIC BEVERAGES: Alcoholic beverage containers or pop containers are not to be left in the common areas. Please do not litter. No irresponsible consumption of alcohol is allowed outside of the individual apartment unit.

FOUL LANGUAGE: All Tenants and their guests will refrain from using foul language, racial slurs, hand gestures and derogatory remarks while on the premises and in any common areas. Tenants and their guests will treat each other with respect. There will be no tolerance of fighting in any form from tenants or their guests while on the premises or in the common areas. Tenants and their guests will treat management with respect and not interfere with their managerial duties. No foul language or hand gestures will be tolerated and will result in an infraction.

BUSINESS: No day-care facilities are allowed. No home-based business that would increase the property's insurance is allowed.

MAINTENANCE AND FACILITIES

INSPECTIONS: The tenant is responsible to keep their apartment clean; use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended. Management reserves the right to conduct inspections if it's deemed necessary. The tenant agrees to permit management to enter the unit for the purpose of making reasonable repairs and periodic inspections. Management agrees to enter the unit only during reasonable hours and to provide reasonable advance notice of intent to enter except during emergency situations.

KEYS: The keys to your apartment and the building are not to be given out to anyone except the tenants listed on the lease. If your key is lost, notify the property manager immediately. Tenant will be responsible for the cost of the new key, or re-keying, if it has to be done. After-hours lock-outs will be charged at \$75. (Meaning: If you need to be let back into your unit due to forgetting, misplacing, or losing your keys. "After-hours" is outside the hours of Monday-Friday 8 am-5 pm). All keys must be turned in upon vacating the apartment. There will be a charge for each entry or mailbox key that is not returned. If all the apartment keys that were given to you upon move-in are not returned, you will be charged to rekey the unit: refer to the most current Charge List for pricing. Chain locks, other lock additions, and alterations to existing locking systems are not permitted. If you do so, maintenance will be forced to remove the lock and you will be charged to repair the lock. The tenant agrees not to install additional or different locks on any doors or windows without prior written permission from the property manager and a key for the permitted lock given to the property manager.

FURNACE/WATER HEATERS/ELECTRIC PANELS: The areas around both the furnace and the water heater must be free of any belongings within six (6) feet. Cold air returns must not be blocked. Three (3) feet in front of the electric panel must be kept clear of any belongings.

INSPECTIONS/MAINTENANCE: All Tenants are obligated by the lease to permit the owner, management or contractors authorized by management to enter your apartment for scheduled or reasonable inspections, repairs and replacements. The property is subject to multiple inspections throughout the year including but not limited to insurance inspection, mortgage inspection, city housing inspection and fire marshal inspection.

IN CASE OF AN EMERGENCY, MANAGEMENT MAY ENTER YOUR UNIT WITHOUT NOTICE. In order to allow for emergency entry, you may NOT change the lock/key to your apartment OR install additional locks on your door other than those approved in writing by the property manager.

HEATING AND PLUMBING MAINTENANCE: Thermostats are not to be turned below 55 degrees during the cold weather months of October 1-April 30 as it may cause pipe damage. Do not turn off the heat during the winter months for any reason. Notify the property manager immediately of any problems with the heating or plumbing system or if you've received a shut-off notice.

DAMAGES: Management reserves the right to bill the tenant for repair charges for damage caused by carelessness, misuse, or neglect on the part of the tenant(s), family members or visitors. The tenant agrees to pay the cost of such repairs within 30 days after receipt of the bill.

HEALTH AND SAFETY POLICIES

EMERGENCY PROCEDURES: Dial 911 if you have a serious medical emergency and need assistance.

CATASTROPHE: In the event the premises are damaged by fire or natural disaster and the unit is not in livable condition, the lease will automatically terminate and the tenant will vacate the unit immediately. If a tenant and/or their guests has posed a threat to the health and safety/liability of the other tenants and the complex, they will be asked to vacate their unit immediately and their lease will be terminated.

PROHIBITED ITEMS & ACTIVITIES:

- Tenants and visitors are not to place themselves in dangerous situations such as suspending themselves or others out of windows;
- Plumbing, electrical or gas burning equipment shall not be used for any other purposes than those for which they are intended. Absolutely no fuel-burning, free-standing heaters of any kind are allowed on the premises;
- Flammable items such as gasoline, naphtha, solvent, etc. must not be kept in the dwelling unit;
- No dart boards are allowed;
- **No live holiday or other trees or holiday greenery are allowed, artificial trees only;**
- No fireworks will be allowed on the property or in your unit. No discharging of fireworks will be allowed;
- Tenants and visitors should not be left unsupervised if they are unable to take care of themselves. If a problem occurs with a tenant or visitor, you will need to make arrangements for their supervision. We are not here to supervise tenants and their visitors' activities;
- No grills, fire pits, torches, or similar types of items;
- Charcoal grilling is prohibited on decks and apartment grounds.

FIRE PRECAUTIONS: You are responsible for any damage as a result of negligence. We suggest that you take the following precautions:

- Storage of gasoline, cleaning solvents or other combustibles must not be stored inside the apartment unit. They must be stored in a fire safe cabinet and only within a garage.
- Dispose of newspapers and other refuse regularly;
- Do NOT place matches or lighters where children can reach them;
- Be attentive while cooking. Do not leave items cooking on the stove top or oven unattended. Clean grease from cooking range and oven regularly;
- NEVER empty ashtray contents into a wastebasket;
- Replace worn electrical cords;
- Do NOT overload electrical outlets;

- Exercise caution when extinguishing smoking materials. Do not put smoking materials out in planters or discard anywhere on the property. Use an air tight container, such as a glass jar with a lid or a can with sand in the bottom.

Reiteration from Apartment Care: Smoke detectors are provided in all units per fire code. You are responsible for reporting a non-working smoke detector whether it's from being damaged or needing batteries. It is against the law to tamper with, disconnect smoke detectors, or remove batteries from smoke detectors. Fines may be imposed in addition to the cost of repairing any problems caused as a result of tampering with safety devices: this includes smoke detectors, CO detectors, alarm/horn strobes, sprinklers and sprinkler heads, fire extinguishers and fire panels.

FIRE SAFETY: Read the procedure below very carefully. In the event of a fire, just one or more of these rules may save your life or the life of your neighbor. Remain calm at all times.

Prior to leaving your apartment, feel the door before opening. If it's hot or if smoke is seeping through, DO NOT OPEN. If the fire is NOT in your apartment, keep door closed and seal cracks with wet towels, open a window for air. Do not panic. You will receive necessary instructions from the fire department. Walk quickly; keep calm. Pull the fire alarm to alert others. Know in advance where exits and pull alarms are located. DO NOT use the elevator in the event of a fire.

GRIEVANCE POLICY: Oliver Management continually strives to provide quality housing that is well-maintained and well-managed. If you experience a concern with the site staff or the property, you must follow the steps listed below:

Step 1) Submit your concern in writing to the Property Manager. This must be submitted within thirty (30) days of the occurrence. Please state the details of the occurrence and identify yourself and others if needed. The Property Manager will respond within ten (10) business days. If you do not get a response within ten (10) business days, go to step 2.

Step 2) Submit your concern in writing to the Regional Property Manager at Oliver Management Service, 5713 Grand Ave. Suite B., Duluth, MN 55807. The Regional Property Manager will respond within ten (10) business days.

We strongly recommend that you keep a copy of all written communications between yourself and management, especially written approvals that allow you to deviate from these House Rules.

Thank you for your cooperation and assistance in keeping this property a clean and safe place for all tenants to live peacefully!

TENANT ACKNOWLEDGES RECEIPT OF THE HOUSE RULES FOR MARKET-RATE PROPERTIES:

Property Name: _____ Unit: _____

Print Name Tenant #1: _____

Signature Tenant #1: _____ Date: _____

Print Name Tenant #2: _____

Signature Tenant #2: _____ Date: _____

Print Name Tenant #3: _____

Signature Tenant #3: _____ Date: _____