

**OAK HILLS MANOR**

820 Civic Heights Drive  
Circle Pines, MN 55014

**LEASE AGREEMENT**

In this Lease Agreement "Tenant" refers collectively to:

- (1) \_\_\_\_\_ (2) \_\_\_\_\_
- (3) \_\_\_\_\_ (4) \_\_\_\_\_

"Landlord/Owner" refers to Oak Hills Manor.

**1. Property to be rented:**

Address: 820 Civic Heights Drive # \_\_\_\_\_ Circle Pines, MN 55014  
Garage Unit # \_\_\_\_\_

**2. Length of Lease Agreement:**

Beginning \_\_\_\_\_, 20 \_\_\_\_\_ and ending at 12:00 noon \_\_\_\_\_, 20 \_\_\_\_\_.

**3. Security Deposit**

Owner must receive \$300 as a security deposit.

**4. Payment of rent:**

Unit Rent: \$ \_\_\_\_\_

Garage Rent: \$ \_\_\_\_\_

**Total Monthly Rent \$ \_\_\_\_\_**

5. Tenant understands this Lease Agreement begins on Page 1; Sections 1-19 on Pages 2 -4; the IRS Compliance Rider, sections 20-24, Page 5; Rules and Regulations, Pages 6-7; Garage Regulations, Page 8; and Tenant Income Certification. Tenant has understood each page, initialed sections 12, 13, 16, 17, 20-24 and agrees to these terms before signing below.

\_\_\_\_\_  
**Owner's Authorized Agent**

**Date**

\_\_\_\_\_  
**Tenant**

**Date**

\_\_\_\_\_  
**Tenant**

**Date**

\_\_\_\_\_  
**Tenant**

**Date**

\_\_\_\_\_  
**Tenant**

**Date**

Lease Agreement (continued)

- PURPOSE 1. In consideration of the mutual agreement and provisions set forth below, Owner hereby leases to Tenant and Tenant hereby leases from Owner for a private residence the apartment and the garage designated on Page 1, together with the fixtures and accessories belonging thereto for the term listed in 2 above. All parties listed on Page 1 as Owner/Owner's Authorized Agent and Tenant are herein referred to individually and collectively as Owner and Tenant respectively.
- BINDING EFFECT/  
SUBORDINATION 2. All covenants and agreements of the Lease shall be binding upon heirs, executors, administrators, successors and assigns of the Owner and Tenant. This Lease is and shall be subordinated to present and future mortgage debts secured by the premises Tenant agrees to execute any documents requested by the Owner to evidence such subordination. The invalidity or unenforceability of any portion of this Lease shall not affect or impair the validity of any other provision.
- DUTIES OF OWNER 3. Owner agrees to deliver the apartment in a safe, clean and usable condition, and comply with all applicable housing codes. Owner agrees to provide the means for hot and cold water. Owner also agrees to maintain the mechanical and electrical appliances and facilities, but shall not be responsible for damages, nor shall rent be adjusted due to interruption or failure of this equipment where such is beyond Owner's control and does not exceed a reasonable time for repair. Amenities such as exercise rooms, game rooms, etc. are provided by the Owner gratuitously. Interruption or termination shall not affect rent.
- OWNER'S RIGHT TO ENTER 4. Owner or any person authorized by Owner has the right to enter this apartment or garage at any reasonable time to inspect, make repairs or alterations, as needed, and within two months prior to the end of the term to exhibit the apartment for rent.
- DAMAGE TO PROPERTY 5. If the leased premises shall be partially damaged by fire or other casualty, such that the premises are untenantable, Owner shall have the option to terminate this Lease, repair the premises or move the Tenant to similar premises in which this Lease shall remain in effect. If only a portion of the premises are untenantable by reason of such damage, the rent shall be apportioned accordingly to the part of the premises which is unusable by Tenant until the damage is repaired or Tenant is moved into similar premises. Owner shall not be liable or responsible for any delay whatever. If the premises are totally damaged by fire or other casualty, or if the apartment building shall be so damaged that Owner shall decide not to repair same and shall so notify the Tenant, or if the leased premises and/or apartment building are condemned or ordered torn down by government authority, then or in any such events this lease shall terminate as of the date of such damage, notice or removal of Tenant pursuant to government authority as the case may be. Tenant is responsible for the purchase of Insurance to protect against any and all losses set forth above.
- NON-LIABILITY OF OWNER 6. Tenant agrees to hold Owner harmless from and indemnify Owner against any and all liabilities, damages or expenses arising from personal injury to or caused by Tenant, or any loss or damage to Tenant's property, caused by fire, water or explosion, howsoever arising or caused, or for loss of any articles by theft or from any cause from said premises or building. Tenant is responsible for the purchase of insurance to protect any and all losses set forth above.
- DUTIES OF OWNER 7. The use of this apartment is limited exclusively to the private residence of those persons listed as Tenant on Page 1, plus any dependent children born to or legally adopted by Tenant during the term of this Lease. During the term of this Lease, Tenant shall not perform or permit any practice that may damage the reputation of, or be injurious to Owner, be disturbing to other Tenants, or be likely to cause an increase in the rate of insurance on the building. All Tenants are equally responsible for paying the full amount of the rent or any debts to the Owner, not just a proportionate share. If Owner prevails in any suit for eviction, or for unpaid rents, or any charges, Tenant agrees to pay all court costs and legal fees incurred by Owner.

Lease Agreement (continued)

RULES & REGULATIONS

8. Tenant has read and agrees to abide by all Rules and Regulations on Page \_\_\_\_\_. All other attachments and agreements must be in writing. Individual building rules are also made a part of this Lease. Tenant acknowledges that if there is a violation of any term of this Lease, Tenant may be evicted in the manner prescribed in M.S.A. 566. If the Tenant is evicted by the Owner, whether or not Owner obtains a court order to enforce the eviction notice, due to Tenant's breach of Lease, Tenant shall be liable to continue paying the full amount of rent for the remaining term of the Lease or until the apartment is re-rented, whichever comes first.

RENTAL APPLICATION

9. This lease is entered into by Owner based upon written statements made by Tenant in this rental application. In the event it is determined that the Tenant's statements or any part of them are not true or complete in any way, as of the date of this application, then this Lease shall be considered breached and Owner shall have the right, at Owner's discretion, to evict Tenant in the manner prescribed in M.S.A. 566.

NUMBER & AGE OF OCCUPANTS

10. The number of maximum occupants per unit shall be as follows:  
One (1) bedroom units no more than two (2) persons, or two (2) bedroom units no more than four (4) persons.  
At least one (1) occupant in any sized unit must be at least 55 years of age.

POSSESSION

11. Tenant agrees to hold Owner harmless from any inconvenience suffered by any Party, should the previous Tenant not vacate on the day designated or for any reason beyond Owner's control. Rent shall abate until possession of said premises is delivered to Tenant and this Lease shall remain in full force and effect.

SECURITY DEPOSIT \_\_\_\_\_

12. Tenant shall pay a security deposit for the faithful performance by Tenant of the terms herein. In compliance with M.S.A. 504.20 Subd.2, said security deposit shall bear simple interest at the rate of 4% per annum non-compounded from the first day of the next month following the full payment of such deposit to the last day of the month of termination of tenancy. Owner shall within three (3) weeks after termination of the tenancy and receipt of all keys to the apartment together with the Tenant's mailing address or written delivery instructions, return such deposit to Tenant, with interest thereon as above provided, or furnish to Tenant a written statement showing the specific reason for the withholding of the deposit or any portion thereof. No Tenant may withhold payment of any portion of the last month's rent on the grounds that the security deposit should serve as payment for the rent. Any Tenant who fails to pay the last month's rent after written notice from Owner shall be liable for damages in the manner prescribed in M.S.A. 504.20 Subd.7. Tenant understands that if there are damages beyond reasonable wear and tear, his liability is not limited to the amount of the security deposit. Reasonable wear and tear will not cover the costs of painting and carpet cleaning if the apartment is occupied less than twelve (12) months.

RENTAL SERVICE CHARGES \_\_\_\_\_

13. Tenants shall by the first day of each month, pay in advance to Owner, the monthly rent forth above, without the requirement of demand or billing. This rent is to be paid at the address indicated above, or such place as the Owner shall designate. The Tenant agrees to pay the Owner a late charge not to exceed \$30.00 each time the rent is not paid on or before the fifth day of the month. This is a service charge, not to be construed as rent or interest. failure on behalf of Tenant to make these rent payments throughout the Lease period, and until proper termination of the Lease shall result in Owner's right to exercise all legal remedies available. In the event the Tenant does not remit the late charge payment this charge may be deducted by Owner from the security deposit made by the Tenant at the beginning of this Lease. Tenant also agrees to pay a fee of \$30.00 for each check returned because it was not paid by the Tenant's bank for any reason.

Lease Agreement (continued)

- DRUG SEIZURE LAW 14. Tenant understands that it is illegal for the Tenant or anyone acting under the Tenant's control to manufacture, sell or possess with the intent to manufacture or sell any illegal drug. Failure to comply with this law constitutes a breach of this Lease and will result in eviction action being filed against the Tenant by the Owner or County Attorney. seizure of drugs or contraband is allowable proof in unlawful Detainer Action.
- TEMPORARY GUESTS 15. Guests of qualified Tenants will be permitted for a period not to exceed (1) week.
- NOTICE/RENEWAL 16. Tenant shall give notice of intent to vacate, in writing, before the first day of the month at least (60) days prior to the date the Lease terminates. If Tenant does not wish to terminate the Lease at the end of the initial term, it is understood that the Lease is automatically renewed to a periodic tenancy requiring a sixty (60) day notice to terminate. the automatic renewal includes all covenants of this Lease in their entirety. Tenant agrees to vacate premises no later than 12:00 noon on the last day of the Lease.
- RE-RENT 17. No re-renting, subleasing or other assignment by Tenant is allowed.
- DAMAGES TO PREMISES 18. Tenant agrees to promptly notify Owner in writing of any conditions in the apartment or premises that are dangerous to the health or safety of any resident, or which do damage to the premises or waste the utilities provided by the Owner, or which affect the habitability of the apartment. Tenant agrees to reimburse the Owner promptly for any loss, property damage, or cost of repairs or service caused by negligence or improper use by Tenant, or Tenant's agents, family or guests.
- EARLY CANCELLATION OF LEASE 19. If Tenant of a single-occupied unit should die, this Lease will terminate as of the last day of the first full month following Tenant's death. If Tenant of a single occupied unit should require transfer to other facilities due to a physical condition, this Lease can be terminated by Tenant or Tenant's legal representative as of the last day of the first full month following the date of departure from the unit. Selecting this option to terminate must be in writing and received by Owner prior to the first day of the month at least (30) thirty days prior to the date Lease is to be terminated.
- If any tenant of a multi-occupied unit should die, or their physical condition require transfer to other facilities, this Lease can be terminated by the mutual agreement of all Tenants and or their legal representative(s). The earliest this termination of Lease can be effective is the last day of the first full month following the event or request. Notice to terminate Lease must be in writing and received by Owner prior to the first day of the month at least (30) days prior to the date Lease is to be terminated.

*IRS Compliance Rider to Lease*

This rider is part of the Lease Agreement dated on Page 1 between **Oak Hills Manor**, a Limited Partnership, and Tenant, as listed on Page 1, for the leasing of an **Apartment** located at 820 Civic Heights Drive #\_\_\_\_\_, Circle Pines, MN 55014. To the extent the terms of this **Rider** conflict with the terms of the attached Lease Agreement, the terms of this **Rider shall control**.

20. \_\_\_\_\_ As a condition to Tenant's initial and continuing occupancy hereunder, Tenant shall annually execute and deliver to Owner, a Certificate of Tenant's Eligibility (Exhibit A) in a form prescribed by Owner within ten (10) days following receipt of such a certification form from Owner.

21. \_\_\_\_\_ Tenant hereby certifies that the information and statements set forth in the attached Certificate of Eligibility and Apartment Rental Application, are true, complete and accurate.

22. \_\_\_\_\_ Tenant acknowledges that compliance with the family income and composition and other eligibility requirements effective at the time this Lease is executed are and shall be substantial and material obligations of Tenant hereunder. Tenant will promptly comply with all requests from Owner and the Minnesota Housing Finance Agency for: (a) family income and composition and other information relevant to determining Tenant's low/moderate income status; and (b) any documents, certifications or other information necessary to substantiate the eligibility certification.

23. \_\_\_\_\_ Tenant shall be in default in the event (a) Tenant fails to deliver any information, documentation or certification within ten (10) days following a request by Owner; (b) Tenant fails to qualify as a "Qualifying Tenant" as required by IRS Code Sec. 42c because of any material misrepresentation by Tenant or in connection with an above described eligibility certification; or (c) any noncompliance by Tenant with the foregoing eligibility requirements would adversely affect the federal tax credits hereunder allocated to this project. In the event of default under 23 (c) above, Owner shall be entitled to terminate this Lease and evict Tenant, in accordance with statute, thirty days after giving Tenant written notice of such default. In the event of default under 23 (b) above, Owner shall be entitled to immediately terminate this Lease and evict Tenant in accordance with statute. The foregoing provisions of this paragraph are in addition to, and not in limitation of the terms and conditions of the attached Lease Agreement and Owner's remedies thereunder.

24. \_\_\_\_\_ No re-renting, subleasing or assignment by Tenant shall be allowed.

**SECTION 42 ADDENDUM**

THIS ADDENDUM is being attached to, and incorporated by reference in, that certain apartment Rental Contract ("Contract") between the undersigned Lessor and the undersigned Lessee for the purpose of modifying certain terms and conditions of the Lease. The parties agree that if any terms of the Contract and this Addendum are inconsistent, the term set forth on this Addendum shall govern.

1. Low-Income Housing Credit: The premises are to be operated in accordance with the requirements of the low-income housing credit program under Section 42 of the Internal Revenue Code of 1986, as amended (the "Program"). Tenant's rights hereunder shall be subject to the requirements that must be met under the Program in order for Lessor to qualify to take the cost of the premises into basis for calculation of Lessor's tax credit. Lessee shall cooperate with all Lessor requirements related to such compliance and the Program.
2. Income Certification: Lessee has completed and executed an Income Certification form prior to execution hereof, and may be requested by the Lessor to complete and execute further Income Certification Forms no less than annually hereafter. Upon request by Lessor, Lessee shall recertify Lessee's household income to the Lessor or any governmental or quasi-governmental agency in a manner satisfactory to Lessor, and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the premises as may be reasonably requested by Lessor. Failure to provide accurate and timely income certification will constitute a breach of this lease.
3. Student Status: Lessee shall notify Lessor immediately in writing if Lessee becomes a student. Units occupied entirely by full-time students may not be eligible to qualify under the Program. Should the unit become occupied entirely by full-time students Lessor may require an immediate termination of the Rental Contract and Lessee will vacate the premises within thirty (30) days of such status.
4. Smoke Detector: Lessee acknowledges that building codes require operational smoke detectors to be installed in all apartment units. If smoke detectors require maintenance, Lessee agrees to notify Lessor immediately of such maintenance requirement. Lessee further acknowledges that it shall be a breach of the rental contract for Lessee to disconnect or disable smoke detectors or to fail to notify Lessor immediately if smoke detectors require maintenance.
5. Carbon Monoxide Detector: Lessee acknowledges that if the apartment unit has operational carbon monoxide detector per building code 24.320.301, that it shall be a breach of the rental contract for Lessee to disconnect or disable carbon monoxide detectors or fail to notify Lessor immediately if carbon monoxide detectors require maintenance.

WITNESS WHEREOF, the undersigned have duly executed this Addendum or caused it to be duly executed as of the date of the Rental Contract.

Lessee:

Agent:

Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_