

APARTMENT COMMUNITY RULES

We want to welcome you to the community and familiarize you with community rules and policies. These Rules are furnished to all Residents in communities managed by Highland Management Group, Inc. and they are a part of your Lease Agreement. These Community Rules are divided in two sections. The second section of these Community Rules is a booklet entitled Care and Maintenance of your Apartment Home. Collectively both sections are referred to in this document as Rules. Noncompliance with these Rules may result in you owing additional amounts to Owner and may be grounds for termination of your lease.

Different apartment and townhome communities have different facilities and amenities. Additional rules may apply to use of any indoor or outdoor pool or fitness room, business center, or community room. Additional rules and requirements may be posted by Owner in community rooms, laundry areas, or in other common and amenity areas. Residents and their guests must comply with all posted rules. Failure to comply with rules may result in Resident or Resident's guests being denied access or use of community amenities. Owner reserves the right to change or amend the following Community Rules from time to time with or without notice.

Courtesy is Contagious...Please conduct your activities in and about the premises in a manner not to interfere with the rights, comforts or conveniences of other Residents. Your thoughtfulness and consideration of your neighbor will be appreciated.

Please take time to read through these Community Rules and contact your Property Manager if there are any questions.

ACCESS DOORS

Triggering of emergency door alarms will result in a charge to Resident. No building entry or fire doors may be propped open at any time. Open doors can allow animals and pests into the Apartment Building and permit access by unauthorized persons. When moving, or carrying items into the Apartment Building, Residents should have a person monitoring the door. Interfering with door closing mechanisms, or blocking an entry door, is not permitted. In addition, Resident is not permitted to allow persons into the Apartment Community that the Resident personally has not invited into the Apartment Community. Residents must be physically present at the Apartment Community to authorize any persons to enter the Apartment Community through the controlled access system. A Resident must not allow any person access to the Apartment Building while entering or leaving the Apartment Building or Garage. Residents must not allow strangers or persons that a Resident might recognize as guests of other residents the opportunity to follow anyone into the Apartment Building while entering or leaving, as there is no way to know what guests are or are not welcome visitors to other residents at any given time. Please report any violations of this policy to Management.

ANTENNAS AND SATELLITE DISHES

Wiring is provided inside the apartment. Residents are not permitted to tamper with the wiring or remove the wall plate and/or ethernet box (if provided). This installation of antennas and "satellite dishes" is subject to FCC regulations and special regulations of Owner. Residents may not install any antennas, including "satellite dishes" or "mini-satellite dishes," without complying with these special rules and obtaining advance approval of any installation in a separate agreement. Any installation without such prior

approval is prohibited.

APPLIANCES

The use, installation and/or storage of privately owned appliances such as stoves, refrigerators, dishwashers, air conditioners, washers/dryers and space heaters is prohibited in your Apartment or Townhome without prior written permission of Owner.

BALCONIES/PATIOS

Balconies or patios may not be used for storage or hanging clothes. No carpeting of balconies/patios is allowed unless approved by Management. In accordance with local laws and safety concerns, no grilling, cooking or any open flame is permitted on balconies, patios or garages. It is not permitted to run electric cords from the apartment to a balcony or patio area. Bird feeders and feeding of other animals are prohibited. Traps or poison may not be placed by Resident to trap or kill rodents, insects or pests at any outdoor area. Plants are permitted but Residents are expected to put protection under plants to prevent water or dirt from staining the balcony or patio area or leaking to any other balcony or patio area. Residents will be responsible for any water or material falling from a balcony area or damage done to a balcony or patio. Care should be taken with pots to use natural dirt and planting material that is not flammable. Some fertilizers and potting material are combustible when placed in heat or sun and should not be used in the balcony or patio area. As of January 1, 2022, all of Management's rental communities are smoke-free. Smoking will only be permitted in outside areas that are greater than 25 feet away from any building, amenity or structure on the property. Cigarettes must never be extinguished in any dirt or plant. Potting material can be highly flammable. Residents and their guests will be responsible for any fire or damage caused by careless smoking anywhere in the rental community.

BARBECUING, GRILLING, BURNING AND FIRES

Out of concern for fire safety, and pursuant to many local ordinances, Management prohibits barbecuing, grilling, outdoor fires, fire kettles, fire pits, fire rings, fire tables, or other outdoor cooking, burning, barbecuing or grilling except as may be provided on equipment furnished by Management. Under no circumstances may a Resident use a grill or other cooking device on the Resident's deck or patio that has an open flame, or uses propane, gas, kerosene, or oil for a heat source. Deep fat fryers or outdoor cooking devices known as "turkey fryers" are never permitted to be used or stored at the Apartment Community. Residents may not place open air heaters that use any flame or propane tank on any deck or patio. When using Management-furnished equipment, grills must not be left unattended at any time. Charcoal or wood like seasoning briquets, or similar are not to be used on gas grills. Once grilling is completed, Residents are responsible for completely extinguishing any open flame, turning off the gas and monitoring the proper and safe cool down of any grill or barbecue. Resident must thoroughly clean the Management-furnished equipment or grill, including scraping any food particles off the grill grates, immediately after use. Management reserves the right to remove the grills or restrict access to the grills, at Management's sole discretion. The Management-furnished equipment or grills will not be accessible during the winter when the outdoor amenity area is closed.

BICYCLES

Resident's or Occupant's bicycle(s) shall be stored only in such areas as designated by Management and

not in any other parts of the Rental Community. If the Rental Community has assigned spaces available to residents for bike parking or storage, Resident desiring an assigned area shall make a request to Management for a dedicated bicycle stall for Resident's or Occupant's use. Such Resident or Occupant will only park his/her bike in the stall assigned to Resident, and parking shall be at Resident's or Occupant's sole risk. If the Rental Community has a public bicycle amenity area and repair station, Resident and Occupant are allowed access to it.

BUSINESS RELATIONSHIP

The relationship between Management/ Owner and a Resident, or applicant, is a business relationship. A courteous and business-like attitude is required from both parties.

If Resident, or any member of Resident's household or guest demonstrates unprofessional, rude, hostile, or inappropriate behavior in the presence of Management staff or other residents, applicants, or their guests, s/he may be asked to leave the area and a notice of violation of lease may be issued. If a Resident, a Resident's guest or household member exhibits any threatening behavior, appears to be intoxicated or under the influence of alcohol or other drugs, or attempts to intimidate, or is otherwise inappropriate with staff, Management reserves the right to terminate any service, discussion, or meeting, if Resident, guest, or other person does not leave, law enforcement may be contacted. This type of conduct is a basis for a termination of lease or eviction.

Please see the separate section of these rules on Dress Code for appropriate attire in meetings with Management and in common areas of the building.

Use of cell phones or other devices, including the recording of any meeting, is not allowed when engaging with Management staff. If a Resident is participating in a cell phone call, texting, viewing a phone or otherwise using any electronic device (that is not necessary to assist with communication or to alleviate the conditions or symptoms of a disability), is a basis for Management staff to disengage or end a meeting. Management may refuse or terminate a meeting where a Resident or guest is using a cell phone or electronic device, except as needed to alleviate the symptoms of a disability, without Management's permission.

Children are welcome in meetings or interactions with Management. However, an adult must appropriately supervise any minor, Management is not responsible to provide childcare, supervision, or assistance in connection with any meeting, work order, or service provided by Management. Management may refuse to enter an occupied unit if only minor children are present, and there is no adult present. Any request for service or work orders will be rescheduled in those circumstances.

With the exception of standard property charges, Management staff may not accept any money, gifts, "tips", or services in connection with the performance of their duties. This policy does not prohibit the submission of any unsolicited note, thank you card, or other comment on Management staff or service matters.

Residents, in turn, have a right to expect courteous, professional, and civil treatment in communications and the performance of services by Management staff. If Resident believes any staff member has not behaved in an appropriate manner, or has said anything that is inappropriate, discriminatory, or is contrary to the standards set forth in these rules, a complaint may be made to the Regional Manager or the corporate office of Highland Management Group, Inc.

CHILDREN

Residents are responsible for the appropriate supervision of minor children and guests of Resident or Resident's children. Failure to adequately supervise children and/or their guests is a violation of these rules.

COMMON AREA AMENITIES (if applicable)

Different communities have different facilities and amenities. Residents must comply with any specific rules posted at any facility.

Social Room / Fitness Center:

1. All children under age 16 must be accompanied by an adult Resident.
2. Game table use is limited to 30 minutes – if someone is waiting to use it.
3. Smoking is prohibited.

All amenities provided by Owner, such as exercise equipment, pools, saunas, and hot tubs, have some risks of use which Resident expressly assumes by using such equipment or amenities. All equipment and amenities are used by Resident and/or Resident's guests and children at their own risk. Residents should take all reasonable precautions if using such facilities to make sure they understand their proper use. If Resident, or Resident's guests and children, have any medical or physical condition that could be affected by use of any exercise equipment or amenity, then appropriate advice and direction from Resident's medical advisors should be obtained before such use.

Resident and Resident's guests are responsible for wearing proper clothing, and specifically swimwear designed for use in pools or hot tubs, to prevent damage to equipment and systems.

DELIVERIES, MAIL AND PACKAGE ACCEPTANCE

Every community has a mail area where Residents can receive US Mail. Only persons named as Residents on the lease or otherwise approved in writing by Management as an authorized occupant may receive mail or any package. Receiving mail in the name of other persons or in any business name is prohibited unless Management's prior consent is obtained. Receipt of mail or deliveries for a person that is not an authorized occupant, and approved in writing by Management, is a violation of the lease.

Management will NOT accept packages from UPS, USPS, FedEx, and other delivery services. Management is not responsible for the safe keeping or storing of any package that may be left outside of the management office, in front of any building, any common area, mail or lobby area, or by Resident's door. It is Resident's responsibility to arrange for direct delivery and receipt to Resident and for Resident to be home and available to provide access to the parcel shipper or delivery company.

Residents engaging in any business are expected to have their own separate P.O. box or off-site facility for receipt of packages or deliveries. Management may prohibit, eliminate or suspend the receipt of packages and deliveries at any time. If such termination or suspension occurs, Residents will be expected to make arrangements to personally receive, sign for and accept any deliveries at the rental unit, or to arrange to pick up packages at different location.

DISTURBANCES, EXCESS TRAFFIC AND USE RESTRICTIONS

Please have consideration for your neighbors by keeping the noise level down at all times. Residents are

encouraged to handle complaints between themselves. However, if Resident communication does not work, call the office while the noise is occurring. Please remember you are responsible for your guests and their conduct.

Individual apartments, and the apartment community, are to be used exclusively as a private residence. All business and commercial uses are prohibited. Any use that would involve visitors or customers coming to the property, receipt of packages or business mail, are considered business or commercial uses and are not permitted. Occasional babysitting for family members or friends is permitted, but any regular daycare or frequent babysitting for compensation at the rental premises, is prohibited. Conducting any business or activity for a consideration that uses the rental premises, or the utilities at the rental premises, is not permitted without Management's prior consent. Conducting any type of "sale" including estate sales, party sales, or other sales activity, including activities that involve receipt of inventory or property at the rental premises, may be prohibited if the activity disturbs other residents, interferes with Management, or otherwise in the discretion of Management at a particular site. Residents are expected to have periodic guests and visitors at their apartment for social and family purposes. If the number of guests and visitors is excessive in terms of total number or its tendency to disturb fellow Residents, then Owner may ask Resident to restrict or limit the number of visitors. Excessive traffic from visitors or visits at unusual hours is a disturbance and violation of the Community Rules.

Individual apartments or townhomes in the apartment or townhome community, are to be used exclusively as a private residence for Residents that have been screened and approved by Owner and their authorized family members. All business and commercial uses, including hosting guests or visitors through a home swapping, Airbnb type site, or other use where the Resident receives any benefit or consideration, whether in the form of cash, credits, barter or use of another person's premises or property, are prohibited. Residents are expected to have periodic guests and visitors with whom they have a familial or personal relationship at their apartment for social and family purposes. If Resident is receiving any payment or consideration for the visit, the visit is not permitted and is a prohibited use.

DOORWAYS

The entranceways to the apartment must be kept clean and free of packages, floor mats, rugs, garbage. Due to fire and safety concerns, the unit number must remain visible at all times, no rugs, boots, shoes, or other object can be left outside the entryway of apartment doors or in common areas. This includes rugs, mats, or boot trays. Because the appearance of individual apartment doors reflects upon the community and must not offend or disturb other residents of the community or their guests, Owner reserves the right to restrict or prohibit any resident from hanging any decoration, symbol, or sign on apartment doors. Neutral greetings, small floral or natural ornaments, and welcome signs are generally permitted. But in the event of problem or complaint, Owner, in its sole discretion, shall have the right to prohibit, restrict, or require the removal of any hangings, sign, symbol, or other decoration on an apartment door. Items displayed on the door cannot be attached by any means that will damage or permanently alter the door.

DRESS CODE – ATTIRE IN COMMON AREAS AND MEETINGS WITH MANAGEMENT

Residents, their guests and household members are expected to wear appropriate attire in all common areas of the community, with the exception of pools, saunas, or fitness areas where swimming attire or

workout wear is expected. Foot coverings should be worn in all common areas. Appropriate attire should cover all sensitive areas of the body. No hanging shorts or pants, see-through attire, or other clothing that would expose portions of the body, show undergarments or that could otherwise be embarrassing or offensive to other Residents, their guests or children. Unacceptable attire would include clothing or jewelry with inappropriate language, symbols, images, or pictures that would be considered offensive or discriminatory to other persons.

In meetings with Management, whether in the Management office or in connection with staff unit entries, Residents are expected to be clothed in accordance with this rule. If Management responds to a work order or service order, and a Resident or Resident's family members are not appropriately dressed, or Resident comes to the office or requests a meeting with Management, and is not appropriately attired, Management may ask the Resident to return with proper attire or to otherwise reschedule the meeting, work orders, or inspection. Residents should refrain from wearing pajamas or lingerie in any common areas or meetings with Management. In circumstances where Residents, their guests or family members are coming from any pool or sauna, spa or workout facility, Residents are asked to use any locker room to change or to wear an appropriate cover up so that Residents are not wet or dripping when coming and going in common areas, or otherwise wearing underwear or swimwear without a cover-up.

DRIVING ON GROUNDS STRICTLY PROHIBITED

Residents, their guests and person assisting residents, are strictly prohibited from driving any vehicle, or other motorized object, on any of the common area grounds, lawns, or other areas of the rental community that are not designated roadways or driveways. Resident will be responsible for any damages to repair or restore any damage done to grounds or common areas by driving any vehicle or other wheeled heavy object over any of the grounds or common areas. Management's damages will include actual cost of repair or restoration, including a right to repair or restore surrounding areas that are necessary to correct because of any damage done, and Management's actual labor and staff time for replacing landscaping or materials. Management shall be entitled to add to its actual damages and labor and staffing cost a 5% administrative fee.

ELEVATORS (if applicable)

Elevators are to be used for personal transportation only from floor to floor. **Do not use elevators in case of fire and severe weather.** Owner reserves the right to limit times when elevators may be used for moving in and out of the building or to limit hours where elevators may be used for moving. Owner reserves the right to take elevators out of service, with or without prior notice, when needed or required for elevator repair or maintenance or upgrades that may be required by local laws or codes.

EMERGENCIES

In case of fire, evacuate the premises and call **911**.

If you have a maintenance emergency that could result in personal and/or property damage, contact the office immediately.

ENTRY SYSTEM (if applicable)

At most of our rental properties, the entry system is programmed to ring on your phone line. To let someone in press "_____" on your telephone to release the door.

FAILURE TO VACATE BY 12:00 NOON

If Resident fails to vacate the rental unit by 12:00 Noon on the last day of occupancy, Resident will be responsible for Management's then-applicable hourly late check-out charges in addition to any additional expenses or costs Owner incurs if apartment cleaning, repair, and turnover work cannot be completed as scheduled. These costs can include, but are not limited to, costs for canceling or rescheduling work orders, overtime charges, costs or concessions given to any future Resident who is inconvenienced by the delay or rescheduling of cleaning, maintenance, repair or reconditioning work. If a future Resident refuses to move into the apartment because of Owner's inability to deliver the apartment on time, Resident will be liable for lost rent. Under the Lease, Resident is liable for any attorney's fees or expenses management incurs to enforce this paragraph.

FIRE PRECAUTIONS

Residents and Occupants are personally responsible/liable for any damage to the Apartment/townhome because of fire caused by negligence and for occupancy and housekeeping habits that pose fire safety risks. The following rules and precautions must be followed:

- Do not keep any flammables, explosives, or other non-household combustible items in the Unit.
- Dispose of newspapers and other refuse regularly.
- Do not place matches or lighters where children can reach them.
- Clean grease from the cooking range, oven, and exhaust fans and vents regularly.
- Do not use worn electrical cords.
- Do not overload electrical outlets.
- The Unit contains a smoke detector and may contain other fire safety equipment. Do not tamper or interfere with any smoke detector or other fire safety equipment. Covering or disconnecting a smoke detector is a serious lease violation and grounds for eviction. Resident is responsible for periodically testing smoke detectors.
- Never leave candles or any burning object unattended.
- Do not block hallways or entrance areas.
- Ownership or storage of excessive amounts of personal property or furnishings can pose a fire hazard to Resident and other Rental Community residents. It will also impede the circulation of heat and ventilation in the unit. Resident must remove, or store off site, any amounts of personal property deemed by Management to be excessive.

- Never leave any paper, flammable, or other object not designed for cooking near stoves or cook top surfaces. For units that are equipped with a water heater, furnace, or other heating unit, Resident should keep all paper, and other flammable materials, away from any water heater, furnace, or other heating unit.
- Garlands and wreaths are not permitted in the unit or the Rental Community.
- Always pay attention when cooking. Leaving items on the stove or on the stovetop - for even a moment - can result in smoke or fire. Resident is responsible for any damages caused by inattentive cooking. Never leave the unit while any item is on the stove, in the oven or microwave.
- Always follow manufacturer's recommendations or warnings about any item placed in a stove or microwave. Improper items placed in an oven or microwave can damage the appliance and cause smoke and fires.
- Never leave any burning object, open flame, or any heating appliance, unattended. Candles, incense, smudge pots, electric heaters, or curling irons should never be placed in an area where they are near any wall, furnishings, fabrics, papers or cabinetry. There should always be a clear space on any side, and above, any open flame, burning object, or heat source. Placing a lit candle, or incense, on a shelf or cabinet, or near any wall, fabric, drapery, or other flammables, is a fire hazard.
- Resident is permitted to have lit candles, incense, and small, decorative oil lamps in the Unit, but any open flame object should only be used when Resident is present. Any larger open flame item or device, including larger kerosene or "camp-type" lamps, propane heaters or fire tables are not permitted anywhere in the unit, including any patio or deck area, unless provided and owned by Management.
- Use or storage of fireworks of any kind, whether or not they are legal in the state where the unit is located, is prohibited. Fireworks are not permitted anywhere in the Rental Community, including in a Resident's vehicle if it is parked in a garage or other space in or at the Rental Community.
- Residents are warned that potting soil can be highly flammable and can ignite when exposed to heat sources, including the direct rays of the sun. Residents should not store bags or plants containing "potting soil" on the balcony or in the windows of any Unit. Plants that are kept in the windows or on any deck should have normal soil or dirt and not potting soil with combustible materials.

FIREWORKS

The use of fireworks anywhere on the premises, including vehicles parked at the premises is strictly prohibited. Because of fire safety conditions and precautions regarding the safety of all residents, the possession and use of even "legal" fireworks under the laws of the State of Minnesota is prohibited.

GARBAGE COLLECTION

Trash Chutes: (if applicable). Non-recyclable trash should be securely wrapped and placed down the trash chute. Be sure the trash chute door is closed after depositing your trash. Please put all boxes and large items in the trash receptacle in the underground garage. Aerosol cans must not be put down the trash chutes.

Place all trash in sealed plastic bags. This will keep the trash area neat and relatively free from odor.

If Management has to pick up trash or litter identified to be yours, you may be charged a fee for each occurrence.

Recycling Centers: Recycling is required. There are recycling centers located throughout the community. Resident agrees to comply with sorting and other recycling direction as may be provided or modified from time to time.

GUESTS AND GUEST RESTRICTIONS

Management reserves the right to exclude Resident's guests from the community by giving such guests a trespass notice and advising Residents that such guests are no longer permitted at the Resident's home or the community. A no-trespass notice may be given for persons or guests that formerly lived at the community, or were visitors at the community, and were asked to vacate by Management or if such guests pose or are reasonably believed to pose a danger to the health, safety, morals, or quiet enjoyment of the community or employees of Management. Former residents, visitors, or guests that are, or have been, threatening, or interfere with the use and enjoyment of the community by Residents, interfere with Management or Management's agents, are subject to receiving a trespass notice. Management will cooperate with local law enforcement if asked to exclude certain individuals from the rental community.

Guests must be accompanied by the host adult Resident when using any of the facilities. Management exercises the right to limit/prohibit guests. Owner must be notified in writing of guests of Residents who are expected to stay in the apartment for more than 14 days per lease term. Any guest staying in the apartment for more than 14 days, must complete a Rental Application and upon approval, must be added to the Lease as a co-tenant or an authorized occupant. A co-tenant has the rights and obligations of a resident under the lease. An authorized occupant is a person, like a caregiver or aide, that is approved by Management to have an extended stay or access rights to a unit but does not have the rights or financial obligations of the residential tenant holding under a lease. The Resident requesting approval of an authorized occupant shall have a right to request that the locks be changed, and that an authorized occupant leave the property. However, any disputes between Resident and an approved occupant are between the Resident and the occupant. If law enforcement will not remove or excide a guest or authorized occupant that Resident invited to stay at the unit, Resident may be required to pursue his/her own legal action or "eviction". If Resident gives notice, dies, or vacates for any reason, any approved occupant is required to leave on or before the vacate date of the lease holding Resident.

Excessive numbers of guests, or visits by persons that are subject to a no-trespass notice are deemed to constitute a disturbance. See "Disturbances and Excess Traffic" section in these Rules.

HALLWAYS

In accordance with fire safety codes and regulations, no personal property, or items of any kind may

obstruct access in any passageway hallway, or cause any tripping or fire hazard. Unless your rental community has a specific alcove or area, out of the main hallway or passageway, where a Resident could place personal property without obstruction, all items such as mats, rugs, shoes, boots, any cart, wagon, or other property or furnishings are not permitted in any hallway. If any personal property or item is left in a hallway, it may be removed by Management without any obligation to store or care for the property as the known personal property of any Resident.

HEALTH AND SAFETY

Fire Alarms: Do not tamper with fire alarms. If an alarm should go off, evacuate the premises immediately and call **911**.

Fire Doors: Fire regulations require that all fire doors including apartment, laundry and storage rooms be kept closed at all times.

Emergency Exit Signs and Lights: Do not tamper with, obstruct, or remove emergency exit signs or lights.

Smoke Detectors: Do not tamper with the smoke detectors. If an alarm should go off in your apartment, evacuate the premises immediately and call **911**. Most smoke detectors have a self-testing mechanism and must be tested by Resident on a monthly basis. Owner has the right to test the alarms periodically.

Sprinklers: Do not tamper with, obstruct, touch, remove, or hang items on any sprinkler head. Any damage, intentional or accidental, resulting from attaching any item to, or otherwise damaging, a sprinkler system can result in triggering the system, and causing substantial water damage to the unit and other areas of the building. Resident will be responsible for any and all damages caused by Resident, Resident's household, personal property, guests or animals, that inappropriately sets off the sprinkler or sprinkler system.

CO Detectors: All units with Carbon Monoxide (CO) producing appliances have a CO Detector. If the CO Detector Alarm should go off, please follow the following procedure:

1. Operate the test/reset button and see if the alarm resets or if the signal sounds again.
2. If the alarm goes off a second time, immediately move to fresh air, go outdoors and do a headcount to check that all persons are accounted for. Contact the rental office and explain what has happened and request an emergency response.
3. Do not re-enter the premises until our maintenance emergency services responders have arrived, the premises has been aired out, and your alarm remains in its normal standby condition.

Make sure that motor vehicles are not, and have not been, operating in an attached garage or adjacent to the apartment/townhome; motor vehicle exhaust can set off a Carbon Monoxide Alarm. Never restart the source of a CO problem until it has been fixed. Never ignore the alarm!

INDOOR GROWING, GREENHOUSE, AND PLANTING

Residents are expected to have and enjoy a normal amount of indoor, household plants in suitable pots or individual plant containers, but any type of agricultural use or growing that depends upon the maintenance of grow lights, or planting to producing vegetables or consumables, beyond the ownership

of up to two patio pots for vegetables, or the growth of any plant that produces a controlled a substance, illegal drug, hallucinogen, or other mood altering substance is a use beyond normal residential use. The use and installation of any structure for growing or maintaining plants, whether or not an alteration to the apartment or a movable unit, for purposes of growing plans, is not permitted and is considered a use that is not a normal residential use.

KEYS, ACCESS MATERIALS, AND LOCK-OUTS

Management does not guarantee or promise that Management personnel will be available after business hours to assist or provide lock-out service. Depending on staffing from site-to-site, Management may offer an after-hour maintenance or other staff person that can assist with a lock-out. If a Resident is not recognized or known to Management staff, any person seeking lock-out assistance may be required to provide proof of a photo i.d. that shows the unit number and apartment community as Resident's address as a condition to being given lock-out assistance and access to a unit. A fee may be assessed for lock-out service. Residents are advised that some communities may not provide lock-out service, or that a technician or staff member may not be available or able to help with an after-hours lock-out request. In such cases, it is the responsibility of Resident to contact and hire a professional locksmith to gain access.

- A. There is a charge if a Resident requests additional keys.
- B. If the Resident requests their apartment lock to be changed, there is a charge to the Resident.
- C. If the Resident loses a key so that it is necessary to change locks, the charges for changing locks and new keys are to be paid by Resident.

Owner's current charges for changing locks and supplying additional keys are available upon request.

LAUNDRY ROOM

Buildings and Communities of Management may have common area laundry rooms available for use by Residents. Individual hours of operations, and additional rules and requirements relating to laundry rooms may be posted in laundry room areas. Directions and instructions for use of machines, including any cards or methods of paying for laundry services, will be on posted rules, or available from site management.

Laundry rooms are exclusively for the use of Residents, and authorized occupants approved by Management, to use for normal household laundry. No business or commercial uses or doing laundry for third persons or allowing guests to use laundry facilities and equipment is permitted. Laundry rooms are for use of Residents while doing laundry and removing laundry. Laundry rooms are not common areas for socializing, or other activities. Persons not actively doing or monitoring laundry, are not expected to be using or be spending time in laundry rooms.

Management reserves the right to change hours of laundry rooms, to limit use and access to anyone violating rules, and to change laundry equipment, including removal or reduction in the number of machines, at any time.

Management is not responsible for any loss or damage caused to items in the laundry room, including wrongful removal or theft by any third person. Residents are encouraged to timely monitor their laundry and to promptly remove laundry from equipment when cycles are completed. Residents are not

permitted to remove or “tamper with” the belongings or any other resident. If a resident believes another tenant is violating these rules, by failure to monitor laundry, by monopolizing equipment, by not timely removing items, or allowing unauthorized persons to use the equipment, please report this to management. It is not appropriate to confront any other resident, or to remove or tamper with their items, even if it appears a neighbor is violating these rules.

Only detergents and products designed for laundry room equipment should be used. No dyeing or chemical treatments of any items are permitted in building machines.

Any waste receptacles or garbage cans located in laundry rooms are to be used solely for products consumed in the laundry room. They are not intended for the disposal of any other items or household garbage.

Any Resident seeing any condition in the laundry room that is unclean, unsafe or unsanitary, or appears to be in need of repair, is asked to promptly bring this to management’s attention and preferably, to report it in writing.

MAINTENANCE

It is our desire to maintain this community in quality condition. We appreciate receiving written notices and requests for repairs and preventative maintenance. Please report all requests to the office. Generally, there is no charge for repairs and maintenance; however, if the repair is above normal wear and tear or due to negligence or misuse by Resident, Resident’s guest, children or animals, the Resident will be assessed the cost of repair and labor.

A request for repair or service work is considered notice to the Resident that Management will be entering your unit to inspect or perform service. Although Management will attempt to inform you in advance of the time when work or service may be done, this is not always possible. If prior notice is not given to you, and you are not at your unit when the work is performed, a written notice will be left notifying you of Management’s entry.

Unit Inspection: Resident units are usually physically inspected on a regular basis. Residents must cooperate with Management’s periodic inspection schedule, including inspections that might also be required or take place with Management’s pest prevention and pest control program. Failure to give access after reasonable notice for an inspection, or to permit access to all rooms and areas of the unit, is a material violation of your lease. These inspections help us identify management, maintenance, repair, and housekeeping problems. In some circumstances, our warranties or service agreement with a professional pest control provider may mandate periodic inspection of all units to comply with the guarantee or terms of service. It will be your responsibility to correct any cleaning or housekeeping problems identified in an inspection report and to cooperate with re-inspections as needed.

Failure to make these changes may lead to termination or non-renewal of your Rental agreement. An inspection is a good time for you to point out any maintenance problems. If there are maintenance problems that have been caused by yourself, your family and/or your guests, you will be responsible for the cost of the repair.

MOVE-IN AND MOVE-OUT RULES AND PROCEDURES

Individual buildings and sites may have rules and procedures regarding move-in and move-out

procedures, the use of elevators, and other procedures for coordinating arrangements with Residents who are moving in and moving out of the community. Some communities require that a move-in or move-out time be scheduled to help coordinate the needs of multiple Residents moving at the same time. In communities that have elevators, it is generally not possible to restrict or reserve the use of the elevator for your move. Elevators are for the convenience of all Residents and interruption or interference with elevator service can cause severe hardship for Residents with illness or disabilities.

Vehicles are not permitted to drive on the grass or sidewalks during move-in or move-out. Wheeling heavy objects over grass or landscaped areas can damage the grounds and Residents will be liable for any damages done to lawns or other landscaped areas. If you, any member of your household, or guest drives any vehicle on the grounds or uses any heavy wheeled object you will be responsible for damages. See the rule herein entitled Driving on Grounds Strictly Prohibited.

NOTICES AND SOLICITATIONS

Residents are not permitted to post or display any sign, poster, advertisement, picture, photo, or any other type of item which may be offensive to others in common areas, patios, balconies, windows, doors or within their unit in a way that is visible to the other residents and the general public. Any such posting or display is a violation of this policy and will give Management the right to remove the item and, if need be, enter your unit to remove it. It may also be grounds for termination or nonrenewal of your lease. Solicitation of neighbors or other residents is prohibited. This rule does not apply to any activity or display that is specifically allowed or protected by Minnesota law or statute.

PARKING AND GARAGES

Resident agrees to hold Owner harmless from any and all damages incurred to vehicles, personal belongings and persons.

Each Resident is responsible for the safety of his or her own vehicle and any contents. Management is not responsible for theft, vandalism, or any form of damage incurred on the premises, whether in a common area parking lot, assigned parking space, or any garage space, to vehicles.

Parking Lot: All vehicles must be registered with the office. All vehicles parked in the parking lot must be in running condition, have current license plates, and moved on a daily (24) basis, 365 days a year. If a vehicle is towed because the vehicle is not registered with the office, because Resident failed to follow posted instructions for periodic parking lot plowing or sweeping, or because any required parking tag is not properly displayed and visible, the Resident is fully responsible for all costs involved with the removing and storing the vehicle. The monitoring of the parking lot is completed periodically, as staff is able and available. Management's failure or inability to notice, observe, or respond to an infraction or violation is not acceptance of any infraction or a waiver of Management's rights to subsequently enforce the parking lot rules and requirements as stated herein, or as posted. Management reserves the right to employ a third-party towing company or other company to patrol the lot and enforce rules or posted rules. If the vehicle of Resident or a Resident's guest is towed for failure to comply with parking lot rules or requirements, it will be the responsibility of Resident, any visitor or guest, or the vehicle owner to pay all towing and storage costs. Management will not reimburse, or take steps to request a release of a vehicle that is towed for violation of parking lot rules.

If Resident will be out of town, or away from the rental community, it is Resident's responsibility to

make arrangements to have their car moved. Employees of Management are not permitted to move or operate Resident's vehicle for any reason. Failure to adhere to these policies may result in towing of the vehicle at the vehicle owner's expense.

Parking areas are solely for the general usage of general transportation vehicles such as cars, SUVs, and light duty trucks. Parking commercial vehicles, boats, trailers, campers, semi-trucks, buses, other oversize/ or large trucks or vans is not permitted unless Management's consent is obtained or there is a separate designated area for such vehicles.

Please park in designated and appropriate areas only within the lines of designated spaces.

Vehicle repair work, vehicle maintenance or car washing is prohibited, except in communities where a designated area for such activities is provided. All work must be done in such designated areas. Resident is responsible for cleaning up after any use and will be responsible for damage or staining done to any cement, black top or other surface.

Any vehicle that is leaking fluids, or is overweight, or appears to be causing damage to any black top or cement surface of a parking area, may be required by Management to be removed from the parking area or garage. Resident will be responsible to repair any damages done or to clean or treat any staining.

Obstruction of driveways, fire lanes, pick-up areas, designated handicap parking areas, non-designated parking surfaces, or other roads or drives serving the rental community, is a violation of these Rules. Management may enforce these rules by having the vehicle towed; giving Resident a lease violation notice and/or notifying the local police department. Residents that park in any area posted as "non-parking" or areas where a vehicle is obstructing roadways, fire lanes, pick-up areas, or designed parking areas, may be towed with no prior notice from Management or by a private third-party towing service.

Plug-ins (if Applicable):

- Electric cords to vehicles are prohibited except in designated areas for plug-in parking.
- Heavy duty UL approved grounded extension cords that meet or exceed city and state codes must be used.
- The reserved parking/plug-in assigned area has been leased only for the specified term of the lease.

Underground Garages:

- Management assumes no responsibility for the safekeeping of your vehicle.
- The storage of personal property in underground garages is prohibited.
- Automatic garage door openers are to be used by adult Residents only. (If you lose your garage door opener, there is a replacement fee). When accessing a garage with an opener, the driver should individually access the garage door with the driver's opener. Residents should wait for the garage door to fully go up or down before pushing the button to use the opener. Following another car into the garage is prohibited and can result in damage to the garage door and your vehicle. No tailgating/piggybacking. Resident will be responsible for all repair costs. Owner will not be responsible for any damage caused by garage door malfunctions.
- All garage areas must be maintained in a good and clean condition. Vehicle repair or maintenance work is prohibited.

Outdoor Garages:

- Management assumes no responsibility for the safekeeping of personal property in garage areas. Residents who store or leave personal property in any garage do so at their own risk and agree that they will make no claim or demand to Management for any loss or damage to property that occurs. There is a greater risk of theft, vandalism, exposure to pests and the elements, including water and ice in garages. Resident assumes this risk without recourse to Management in leaving or storing property in a garage.
- Garage doors are to remain closed at all times
- Resident agrees not to store anything in violation of any statute, regulation, or city ordinance. This includes but is not limited to storage of explosives or highly flammable materials or goods or any environmentally hazardous substances or materials.
- All garage areas must be maintained in a good and clean condition. Vehicle repair or maintenance work is prohibited. Any Resident with a personal garage stall is expected and required to keep the garage stall clean. This means that Resident will periodically remove, sweep, or otherwise clean, sand, or other debris from the floor of any garage stall. Fluids must be promptly cleaned and removed to avoid damage or staining.
- Garages in outdoor areas are designed and constructed to store vehicles that can withstand exposure to moisture and the elements. Any storage of personal property by Resident in an outdoor garage is at Resident's sole risk. Residents are not permitted to run cords, or to have any electric appliance, heater, tool or like item in the garage. Residents are not to use the garage for activities other than storing a vehicle. Residents must not make any change or alteration, including installing shelves, hooks, or other alteration to the garage. Residents will be responsible for any damage caused, or the cost to restore or remove any unapproved installation.

Parking Location:

Most parking at Owners' communities is first come first served and assigned or reserved parking is not provided. At any garage or parking space where parking is assigned, Management shall have the right to change any parking assignment on one weeks' notice during the term of the lease, or during the term of a garage or parking space rental, if relocation is needed for any repair, maintenance, or other work needs of Management, is necessary to provide reasonable accommodation for a disability, or to change the configuration of the garage or parking areas.

PARTY ROOM (if applicable)

Reservations must be made with the office for the party room. It is inspected prior to and after use. The deposit for the room is refunded if everything is left in a clean, undamaged condition, and Residents of the community were not disturbed. The Resident Manager will furnish you with the party room rules and regulations to review and sign. Reservation and use of the party room is exclusively for the benefit of Residents and their guests. The party room may not be used or reserved for any business purpose or purpose for inviting members of the general public to attend classes, meetings, activities, party sales or other public events.

PERMITTED USE AT RESIDENTIAL PROPERTIES

Our rental communities are designed to provide safe, affordable, and well-maintained housing for traditional residential use. There are some activities that can occur in rental units that will not be

considered normal residential use and will be a basis for a violation of lease or, if not stopped or discontinued, a basis for termination of lease.

Here are some activities that go beyond the permitted, normal residential use allowed in resident units:

Food Preparation. Storage and Cooking.

Residents may use the unit for normal cooking, food preparation, and storage. Residents are expected to use the appliances provided in the unit. Residents may not bring in additional appliances, or any cooking device with an open flame, or gas, propane, kerosene (other than any gas stove provided by Management).

Food preparation includes normal food preparation for immediate family use, consumption, and some reasonable period of time for storage. Residents may not use the unit to butcher wild game or larger quantities of meat than meat products traditionally available at conventional grocery stores. For example, residents choosing to butcher a sheep, or quarter-side of beef, in their apartment, or to pluck and prepare fowl, skin rabbits, squirrels, or larger game would be using the premises for a purpose we do not consider normal and appropriate use. Residents cleaning normal quantities of fish that have been caught by them in recreational fishing activities are permitted. But any food preparation beyond typical family or household use is not permitted.

Residents are expected to maintain and store normal quantities of food for immediate family use in a reasonable period of time in the future. Excessive or large accumulation of food stuffs, grains, or quantities of water, cooking oil, or materials beyond use that is expected to occur within the next month, is not permitted. We do not consider such advance storage of food, water, or supplies, to be a normal household use for a subsidized rental community or other residential apartment community. The accumulation and storage of vast quantities of food stuff or materials could pose a hazard if pests get into the materials or if there is ever a leak in a water or oil container. Excessive storage of materials is not a permitted normal residential use.

Exercise and Fitness Equipment.

Residents are not permitted to have any exercise or fitness equipment in a unit that could cause a noise disturbance, vibration or excessive weight in the building. Examples of equipment that are not permitted without prior written consent by Management and verification that the unit will not cause damage to the property or the potential of noise or vibration disturbance to other residents, include treadmills, elliptical machines, or weight sets where there is excessive load or a substantial risk that weights will be dropped or damage flooring or cause noise disturbances.

PEST CONTROL

The most common way for unwanted bugs or pests of any kind to get into our building is by “hitchhiking” on objects moved into our building or your apartment. Some rules and guidelines to protect your home are below:

- Do not bring used furniture, particularly bed frames, mattresses, and stuffed furniture into your apartment unless you are certain they are free from any insects and eggs. Residents should never bring in items left “for free” on the street or garbage pickup. Even items that have been stored for some time or have been left in subzero temperatures can harbor dormant pests and eggs.
- For security (to prevent identity theft) and pest prevention, all residents and their guests are

prohibited from going through, or removing, any items from Highland garbage and trash areas.

- Luggage, clothing, pillows and boxes are another way pests can stowaway into your home. Even travelers staying at luxury, four-star hotels are advised to check their luggage and belongings when they travel.
- Boxes and foodstuff that are not packaged in airtight containers are a way for bugs or rodents to enter the building and your home. Cardboard boxes, particularly boxes used for storing foods or groceries, should be promptly discarded. You may want to transfer foods into airtight containers.
- Building doors, including patio doors, and windows, should only be opened as needed. Windows that are opened for ventilation should be screened.
- Avoiding clutter, storage of excessive amounts of property, good housekeeping and sanitation are ways to prevent pests. Empty soft drink bottles, cans, and open boxes of food can harbor or invite a variety of unwanted pests.
- All foodstuffs should be kept in sealed, plastic or metal containers. Reducing clutter, inspecting and vacuuming crevices around rooms and furniture, regularly removing garbage and following building rules regarding apartment care and sanitation standards are all pest prevention standards.

Responsibility for Pest Control Costs

Management can and does pay for regular preventative pest control treatment and maintenance. If it is discovered that any conduct by a Resident, or Resident's guests, whether it be known, unknown, accidental or willful, resulted in bringing a pest problem into a unit or building, Management may charge the resident for any pest control treatment costs above and beyond Management's normal preventative pest control procedures.

What to do if you Suspect a Problem - Mandatory Pest Precautions

Your lease and rules require you to notify management of any certain, or suspected pest problem in your unit. Residents should never attempt to treat their own apartments with insecticides or delay in contacting management to address any suspected pest problem. If inspections or treatment of other parts of the building or units reveals that your unit has had an ongoing pest problem that has not been reported, this may be grounds for Lease termination, non-renewal, or a basis for charging you for pest control costs or damages to other Resident's in adjoining units or other parts of the rental property.

Our extermination professionals can help our building, and individual residents, implement and integrate a pest management plan. Professionals have access to insecticidal applications and materials that are not available to the general public. A licensed professional can help you and our management team determine the cause of the problem and the best, most effective treatments.

All Residents are required to assist Management in pest control procedures. Your participation in our pest control treatment program is **MANDATORY**. If your unit is not ready when our pest control vendor is treating units, you may be required to pay a re-treatment or second visit fee. You are required to comply with all requests for readying your unit for pest control treatments which may include emptying

cupboards, removing materials from under sinks or vanities, and other requests. Residents are also required to follow any recommendations or treatment control requests of our pest control vendor. These requirements **CAN** include removing or disposing of your personal property, bedding or furniture that is infested or treating clothing, fabrics, and other personal property at very high heats or laundering at high temperatures.

You are responsible for any treatments or actions required concerning your personal property. Management's responsibility and insurance does not cover the treatment or replacement of Resident's personal belongings. **THIS IS YOUR RESPONSIBILITY.**

Some pest problems may seem obvious. Other pests, and in particular, bedbugs, may resemble other types of insects. Professional advice is needed to diagnose and determine an effective pest management response.

Some insects, like bedbugs, are hard to see and identify. Sometimes people do not know that they have been exposed to bedbugs, either in their home or while traveling, until they react to bedbug bites. Because skin problems can be due to allergies and/or different types of indoor or outdoor insects, it generally takes a professional to determine if a skin problem, itching or reaction is due to a bedbug.

The continuing help and assistance of Residents to participate in our regular, preventative pest control program will help minimize problems in your unit and the building. This is for the safety and comfort of your household, as well as other Residents.

PET/ANIMALS

Except as specifically provided below, no pet or animal is allowed at the property without Management's prior written consent. **NO EXCEPTIONS.** No visiting animals or animal sitting.

If you live in an apartment or townhome where animals are permitted, and you own or want to own an animal, you need to contact the office. Management's consent is required before some animals may be brought on the property. You are required to pay a pet deposit with a non-refundable fee and a monthly pet rent **per pet** for some animals. You are responsible for supervising your animal and will be liable for any injury or damage caused by your animal. Any Resident complaints of animal odors, noise or other animal behavior that disturbs other Residents will be grounds for the Owner to ask you to remove your animal or be in breach of your Lease and these Apartment Community Rules. Residents are responsible to have their animal on a leash, or in a container, or under Resident's control at all times. Small animals should be carried or placed in a pet carrier when in hallways, elevators, or other interior common areas. Most communities have pet/animal rules that require Residents to provide proof that any cat or dog permitted is spayed or neutered. Residents must immediately clean up after any pet waste. Residents will be responsible, and must promptly pay for any damages caused by their animal.

PETS AND ANIMALS PERMITTED AND REQUIREMENTS

Most of the properties we manage allow residents to own up to two pets (two cats or one cat and one dog). At select sites, two dogs may be permitted. Dogs, with the exception of service animals or animals necessary to accommodate a disability, are prohibited at some of the rental communities we manage. Applicants and residents should check with the site office for your rental community to determine what animals are permitted. Communities that permit dogs have restrictions on breeds that are not permitted

at the property. The site office can also advise you of requirements to pay additional amounts for approval of an animal, to be added to your performance deposit, or any animal rent.

Any cat or dog on the site are subject to these animal policy requirements and will require the animal owner to sign an Animal License Agreement and Lease Addendum. A copy of our standard Animal License Agreement and Lease Addendum is available on request. Here are animal policies and requirements.

Animals Permitted:

Birds – caged birds (limit two) are permitted. Only species that are normally kept as household pets, such as canaries or parakeets are permitted. Birds must be confined in cages at all times. Birds of prey are not permitted. Management’s advance consent to own up to two birds is not required. But complaints about any noise, odors, or conduct associated with birds is grounds to terminate resident’s right to own or keep a bird(s).

Fish – in tanks or aquariums, not exceeding 20 gallons in capacity. Poisonous or dangerous fish are not permitted.

No snakes, reptiles (except up to two, small, not snapping, turtles and small lizards, like a gecko or chameleon, that is confined to an aquarium) insects, or other mammals, except cats and dogs as set forth below, are allowed.

Rodents, including mice, rats, rabbits, and ferrets, are not allowed. The only rodents that are permitted are up to two gerbils or two hamsters (with a maximum of two non-breeding animals) confined at all times to a cage or container.

Cats and dogs – most properties allow up to two cats or dogs (or a combination of one each). Some of our sites will only allow a dog if needed as an accommodation for a disability. Proper verification of a disability, a disability related need for the dog, and verification from a healthcare provider with a pre-existing relationship with an applicant or resident is needed to approve any request for a reasonable accommodation to own an animal unless the disability, and the disability related need are obvious (i.e. a seeing eye dog). Management’s prior written consent is required before any animal may be brought to the property. No “visiting” animals or “animal watching” is permitted. Contact the rental office for current policies and procedures.

The following rules apply to any cat or dog ownership (if permitted):

Dogs must be housebroken. Dogs must be toileted outside. Cats must be trained to use a litter box and must be declawed on the front paws.

Animals must be old enough to be spayed or neutered, to be fully housebroken, and to have all current vaccinations. For young dogs or cats, under one year of age, an additional deposit is required based on Management’s experience with younger animals having more accidents and issues with housebreaking, and problems with young dogs chewing, and cats scratching, woodwork, carpeting, and building materials. Animals that are not old enough to be spayed, or neutered, to have needed shots, and to be fully housebroken are not allowed.** For a dog, age information must be confirmed by documentation from a veterinarian prior to an animal being brought on the property or Management approval being given. For cats, we reserve the right to request documentation of age from a veterinarian.

Animals must be spayed or neutered.

At the time of approval for any dog, and for cats upon request, you must provide Management with proof

that all required vaccinations have been given and that the animal has been “fixed.” Veterinary proof of the size, weight, breed and age of the animal is also required for dogs. Updates on required vaccinations and other appropriate veterinary care must be provided on request.

Management reserves the right to ask background questions and to screen prior housing history on any request for ownership of an animal and to reject any dog that has any history of aggressive or nuisance behavior, including full or mixed breed dogs that are breeds known for aggressive behaviors.

Any license required by the applicable city or municipality for a dog shall be obtained and proof of such license shall be provided to Management before approval is given. For cats, it is the responsibility of a resident to obtain any applicable city or municipal license required for a cat. Management reserves the right to require proof of a current license upon request.

It is your responsibility to discuss with Management your intention or desire to own a cat or a dog. You should apply for Management’s consent to approve an animal, and provide the documentation and fees required to Management, before any cat or dog is brought to your apartment. YOU MUST HAVE A SIGNED ANIMAL LICENSE AGREEMENT BEFORE YOU ARE PERMITTED TO BRING AN ANIMAL ON TO THE PROPERTY.

It is your responsibility to read and understand the terms of the Animal License Agreement and any restrictions at your site. Our properties have an animal approval processing fee. We also require a pet deposit per pet before an animal is approved. Animals under one year of age, require an additional deposit. Fees and deposits are waived for animals that are necessary for a disability where proper verification of a disability, and a disability related need for the animal, is provided and is on file before the animal is brought to the property.

In accordance with Minnesota Statute Section 504B.113, Management may require written verification from a healthcare provider with a pre-existing treatment relationship with a Resident for each animal that is requested as an assistance animal for a disability. Unless the existence of a disability is obvious, and the services or need met by the animal for the disabled owner is obvious, Management is entitled to require proper advance verification, where the source of the verification can be determined and authenticated, from a licensed professional. A licensed professional does not include providers that operate primarily to provide certifications (like ESA letters) for a service or support animal.

**** Management is willing to make an exception on the age of an animal if all other requirements are met. Additional deposits and fees may apply. An animal must still be spayed or neutered before it may be brought to the property.**

PLAYING ON PROPERTY/RECREATIONAL ACTIVITIES

Hallways, stairwells, exits, entrances, sidewalks, steps and parking areas are to be kept open for access. Loitering by Residents or guests is not allowed in these areas. For safety reasons, rollerblading, skating, riding bikes, scooters, or other wheeled activities are not permitted in garages, parking areas, sidewalks, halls, stairways, or entrances.

Some communities have designated playgrounds, recreational areas, or picnic areas for the use and enjoyment of Residents and Residents’ guests. Recreational activities should be confined to these areas where possible. Playing or loitering in common areas, laundry rooms, or in areas that are unreasonably close to occupied units or balconies or patios of Resident units, is conduct that could disturb other

residents and may be a violation of your lease or these rules. Residents should refrain from leaving toys, bicycles, or other personal property in a public area or on access areas when not in actual use.

Residents, their children and guests are asked to respect and take care to preserve and protect all trees, shrubbery, plantings, or other portions of the common areas, including any graveled areas, landscaping woodchips, etc. Climbing on trees or bushes, sitting on fences, removing decorative stone, or any other landscaping material, climbing on garages, balconies, roofs or throwing anything on roofs is prohibited.

RENTAL PAYMENT

Residents are strongly encouraged and may be required to make rent payments electronically. Electronic payment eliminates the hassle of writing out checks, or mailing a rent payment each month, and saves Resident's time. Rent payments are applied to each Resident's account balance immediately through Management's secure Resident Web Access. Resident Web Access is a secure online portal that allows Residents to make payments through their checking account or credit card subject to the following.

- Checking account payments made through Resident Web Access are at no cost to Resident.
- Residents can make one-time payment or set up recurring payments to be automatically processed.
- Payments can be set up to pay full balance or a specific dollar amount.
- Roommates can each set up their individual rent payments.
- Credit card payments, including American Express, Visa, MasterCard or Discover credit card payments made through Resident Web Access are subject to an additional 3.5% processing charge.
- Debit card payments made through Resident Web Access are subject to a flat fee of \$4.95 per payment.

All rent payments are due on or before the first day of each month. If not paid by Resident Web Access, rent can be paid made payable to your apartment community and mailed to:

(Name of Community)
PO Box 24777
Edina, MN 5 5424-4777

Cash is not Accepted. Second Party Checks are not Accepted. A late fee will be charged per your Lease. Failure to pay rent, or other charges due under the Lease, on a timely basis is a lease violation. Owner's assessment of a late fee partially compensates Owner for the additional time and inconvenience in processing late payments. The late fee does not constitute a waiver or forgiveness of Resident's noncompliance with the Lease. Repeated late payment of rent may be grounds for Owner to not renew a lease or for eviction. Owner will not accept post-dated checks. Any check that is dishonored for insufficient funds or return from the bank or issuer for any reason, is grounds for Owner to require future payments to be made by cashier's check or money order, or payment forms accepted other than a personal check.

RENTER'S INSURANCE AND LIABILITY INSURANCE

We strongly recommend that you obtain "Renter's Insurance." None of your personal property is covered by the "Owner's" or "Manager's" insurance policy. Without Renter's Insurance, any damage to your personal property caused by fire, smoke, water damage, including sewer back-ups and storm damage, wrongdoing by third parties including burglary, theft, vandalism, or other casualty such as windstorm, freezing, lightning strike, power failure or power surges, garage door malfunctions, spoiled food, etc., will not be covered or paid for by Owner or Management's insurance policy.

If your apartment is not habitable, and you must move, including a temporary relocation, Management's insurance will not pay for relocation and temporary lodging costs. These are costs that may be paid by Renter's Insurance.

Under your lease, and under the law, you are responsible for damages or accidents caused by you, your guests or family members. Renter's Insurance can provide you with liability coverage to pay for damages and to defend you if claims are made against you by neighbors for negligence or accidents. Without Renter's Insurance, you are considered "self-insured" and responsible for paying damages you cause, whether or not due to fault or accident, to your unit, other units and common areas, or other persons.

RESIDENT INFORMATION, COMMUNICATIONS, AND MEDIA RESPONSE

Resident is advised, and agrees, that Management may be required or asked to provide Resident names and contact information in connection with applicable legal requirements, such as any census inquiry, under local rental licensing ordinances, to assist first responders, or to vendors or businesses that may be working with Management to assist in Resident notifications, communications, setting up software systems, email notifications, payment systems or other tenant and property services. Management will not disclose or provide anything other than the names of Residents and household members, and tenant contact information.

In circumstances where there is a dispute or disagreement between Management and any Resident, Management will only deal with the Resident, or any licensed attorney or Government agency acting on behalf of a Resident and will not deal with any third-party or advocate without Resident participating in any discussion or communication or other proper written authorization. In the event that Resident takes action to place information about Management, or any dispute with Owner, Management staff, our contractors, or the rental community property in any social media posting, or other public place, or makes comments or statements that Management believes are disparaging, are not completely true, or would cause harm to Management's business reputation, Management shall be entitled, and Resident agrees, consents, and acknowledges, that Management may respond to any statement or posting initiated by Resident to air a grievance or share information about a dispute or conflict with Management on some public platform, including any social media posting, web site, message board or similar. Management shall be entitled to respond to any reports that it believes are false, inaccurately portray the financial or legal responsibilities of Resident, or that do not fully and fairly reflect the position of both parties, and the terms of the parties' lease, any community rules or other laws or agreements by responding to such report with specific information relating to any dispute including financial information about any damages, obligations, or amounts owed by Resident to Management, by providing photos of any damage or disputed conditions, and may include excerpts from the parties' lease and other communications, to allow Management an equal opportunity to fairly and fully respond to any statement of Resident, or action by Resident, to air a grievance or dispute or other issue between Management and

Resident and/or Resident's guest, or third parties in any public forum or other social media site.

Resident expressly waives any expectation or right of privacy, or other claim of confidentiality, relating to the relationship, agreements, and communications between Management and Resident should Resident take steps to disclose or post information to other third parties whether in a public, open forum, or other internet group or social media site that may have more limited access, but is a disclosure to persons that are not a party to this lease.

RESTRICTED ACCESS

Residents, Residents' children and guests may not access any portion of the community that is not a common area without being accompanied by Management or without Management's consent. Vacant apartments, boiler rooms, janitorial closets, electrical rooms, Management storage areas or shops, or Management garage areas, and any equipment, tools, ladders, scaffolding, or other materials used by Management in the care or maintenance of the community, are not items that should be used or accessed by Residents or Resident's guests.

SECURITY DISCLAIMER

Your rental community, its Owner or Manager does not provide, guarantee, or warrant security. We do not represent that your unit or the rental community is 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.

SMOKING

Management does not permit smoking in any of its rental communities. Rental communities are designated as "smoke-free". Smoking is only permitted outdoors in a location that is at least 25 feet away from any building, structure, or amenity. Smoking is not permitted in any garage, or underground garage, whether or not Resident is in their vehicle. In outdoor areas where smoking is permitted, Residents must pick up after all smoking materials. Complaints of discourteous smoking, or violation of these rules, is grounds for Lease non-renewal, termination or eviction. Any unit that requires additional cleaning, treatment or replacements due to smoking stains or odors, will be assessed extra charges on the performance deposit disposition for damage that is considered beyond ordinary wear and tear. Resident is put on notice that Resident will be responsible for damages, including any fires, that occur as a result of Resident or Resident's guest smoking. Resident must take precautions to fully extinguish and properly dispose of any smoking materials. Residents are put on notice that potting soil often contains additives that are highly flammable. Any fire started by combustion of any soil or additives relating to smoking by Resident or Resident's guests will be the Resident's responsibility. Resident and Resident's guests are strictly prohibited from extinguishing any cigarette or other lit material in any planting materials. Residents are put on notice that any reports or complaints or careless or inattentive smoking may be grounds for termination of lease or non-renewal.

SNOW REMOVAL

- A. When the snow falls, all vehicles must move to a cleaned area free of snow.
- B. The City has specific snow plowing ordinances which prohibit parking on streets. It is the Resident's responsibility to become familiar with these ordinances.

STORAGE RENTAL

Check with Management to see if lockers or storage spaces are available. Storage spaces or lockers are made available on a first-come first-serve basis. Any storage locker room areas must be kept clear. Nothing may be stored or kept in a storage locker area that will not fit in the Resident's personal storage space. Any items left outside are considered a fire hazard and a violation of fire codes. Anything found in a hallway or open area of a locker or storage rental area may be removed and discarded.

Resident agrees to rent the storage space(s) shown on the Data Page of the Lease Terms and Conditions. If Resident is not currently renting a storage space and wants to add storage space(s) to the lease, storage space(s) can be added, subject to availability, upon request to Management. The term of rental of any storage space(s) included, or subsequently added, to this lease shall be the same as the term of lease (or shall run concurrent with the existing Rental Agreement). Storage space Rent will continue to be due until the proper termination of this Rental Agreement. The term storage space as used below shall apply to any one or more storage spaces leased by Resident. Storage space rental is subject to the following additional terms.

Conditions of Use

- Resident must not store any flammable, combustible, hazardous or other illegal, stolen, or regulated or dangerous materials in storage space. Storage of propane gas containers, charcoal, firearms, toxic chemicals, illegal, stolen, dangerous, regulated, or hazardous materials in storage space, or report of storage of such materials, is grounds for Agent to enter the storage space, or to give law enforcement or other governmental authorities access to the storage space, and confiscate items without prior written notice.
- Storage space must be kept locked at all times. Resident is responsible for providing their own lock.
- Resident agrees to periodically inspect and maintain the storage space, with inspections to occur on at least a monthly basis, and to report any repair or service request to Management. Failure by Resident to inspect the storage space on at least a monthly basis, and to report any necessary work or service that results in damage to the storage space, Resident's personal property, or to any adjoining space, property or area shall result in Resident being responsible for any costs of repairs, service or damages.
- Management shall have the right to enter Resident's storage space for purposes of performing inspection, conducting repairs, doing maintenance, or to show the storage space to prospective tenants, buyers, lenders, insurers, or other inspectors. Where building-wide inspections are being conducted, posted notice of inspections or notice delivered in any newsletter of Management shall be sufficient.

Disclaimer; Liability of Resident and Management

Resident's use of the storage space is subject to the risk of breaking and entry and damage by third persons not under control of Management. Resident assumes responsibility for all risks of loss or damage to items stolen in storage space(s). Management shall not be responsible for any reimbursement or replacement of lost, stolen or damaged articles. Management shall not be responsible for any liability for entry to the space, or removal, loss or damage that occurs to personal property due to missing or broken lock or due to storage, or report of storage, of materials prohibited by these Rules.

Resident's Responsibilities on Termination

Resident must empty the storage space and remove all items, and leave the space in clean and undamaged condition, ordinary wear and tear accepted, and return all keys and locks to the Management Office by 12:00 noon at the end of the lease.

Extra cleaning, stain or trash collection, sheet rock or other damage to walls, hinge, or door damage, flooring or the ceiling of the storage space will be charged to Resident, and deducted from Resident's security deposit. Resident's liability for damages to the storage space or any other amounts due hereunder is not limited to the amount of the deposit. If the termination of Resident's storage space rental occurs at a time where Resident is renewing the lease and is requesting one or more storage spaces be deleted from the Resident's lease, then Resident must provide a Notice to Vacate the storage space(s) equal to the Notice Period on the first page of the lease. The storage space must be cleaned with all personal property, garbage and debris removed by no later than NOON on the date of move out or termination of a storage space rental.

TRASH AND REFUSE COLLECTION

At many communities, trash and refuse collection for normal household use is provided by Management, and charges are reflected on the Data Page of your lease as an additional charge that is included in the monthly rent.

At other communities, Management may charge Resident a separate monthly service charge for removal of normal household trash and rubbish. Review the terms and conditions of your lease, or any related trash and utility billing addendum, to determine responsibility for trash and rubbish service. Whether or not Management or Resident pays for trash removal, Resident is required to comply with any recycling programs or requirements at the community. Refuse and trash collection is only provided for Resident and Resident's household. Residents may not use Management's refuse receptacles for disposal of refuse or belongings of anyone other than Resident and Resident's household. Resident may not dispose of any oversized items, including furniture, mattresses, or appliances, without written permission and may be required to pay additional charges. Resident may not dispose of any hazardous materials, including televisions, computers, or other equipment. Any damages to or contamination of refuse receptacles or recycling containers caused by Resident's refuse disposal may result in charges to Resident. Further, Management may pass on to Resident any additional fines or costs incurred by Management from its refuse hauler, Management's staff time or agency. For privacy, sanitation and security purposes, no Resident or person may look through or remove any items from recycling or refuse areas. Resident must properly bag, seal/tie and dispose of trash so as not to leave any items or debris in any common area or hallway, or outside any refuse container. Management may charge Resident for staff time incurred in cleaning up items attributed to the trash and properly disposed of by Resident's household.

UTILITIES

Residents should consult with your individual lease agreements, or any utility addendum, to determine what utilities or services are the responsibility of Resident. Resident is responsible for paying all utility charges for the entire term of Resident's tenancy, up through any required notice period, and the giving of a proper notice to vacate. In the event Resident fails to have any required utility transferred to Resident's name, or service is disconnected (whether due to early move-out or Resident's failure to pay a bill) it is a breach of this agreement. Management may charge Resident for any damages relating to utility shut-off or interruption, including any cost to restore service and any cost Owner incurs as a result of damage to the unit such as spoiled food or odors in any refrigerator or to pay additional labor costs to bring in auxiliary light or electric service to perform any necessary work or repairs, or other damages of Management. In townhomes or units where Resident is responsible for heat, Resident shall maintain consistent levels of adequate heat during cold weather months so as to protect the unit and avoid any harm to the heating system, or potential damages due to freezing.

Resident shall not waste any utilities. Any waste or failure to report conditions that result in waste or damage to water drips or leaks, lack of or excess heat, windows or doors not properly shutting or closing shall be charged to Resident. Resident shall immediately notify Management of any drip or leak or running water in toilet or other fixture. During months when the heat is on, Resident shall not leave any windows or doors open other than for very brief periods to allow fresh air exchange. Management will monitor the building exterior during heating months and may send Resident notices, or assess charges for windows or doors left open. In addition to the extra utility costs and waste due to open windows or doors during heating months, open doors or windows can result in damage to pipes, freezing, flooding, and damage to heat systems.

Resident will be responsible for such damages.

Owner shall not be liable for an inability to furnish utilities, or an interruption in such services, where such failure, inability or interruption is caused by events beyond Owner's reasonable control.

Resident agrees not to waste, or cause to be wasted, any utilities provided by management. Opening windows in winter, permitting water in sinks, tubs, or toilets to run excessively and/or failure to report leaks, leaving lights, TV or appliances running when the apartment is not occupied constitutes waste.

WINDOW COVERINGS

Blinds are a fixed item. Please do not remove them. Blinds are the appropriate window covering. Curtains or drapes must have white material or lining facing the exterior of the apartment. Vertical blinds must be in the open position prior to moving in any direction.

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, or other casualty excepted, during residency shall be repaired and charged to Resident. Window screens shall not be removed.

HIGHLAND MANAGEMENT GROUP, INC.

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