



# COMMUNITY POLICIES

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## INTRODUCTION

The following Community Rules are furnished to all Residents in communities managed by Wits Realty and are a part of your Lease Agreement. Non-compliance with these rules may result in you owing additional amounts to Management and may be grounds for termination of your Lease. Different apartment and townhome communities have different facilities and amenities.

There are additional rules that apply to use of any indoor or outdoor pool or fitness room. Additional rules and requirements may be posted by Management in community rooms, laundry areas, or other common areas or amenities. Residents and their guests must comply with any and all posted rules. Failure to comply with rules may result in Residents or guests being denied continued access or use of community amenities.

Wits Realty reserves the right to change or amend the following Community Rules from time to time with or without notice. Please take time to read through these Community Rules and contact your property manager if there are any questions.

## Security Disclaimer

The Owner, Manager, and Management Company of your rental community do not provide, guarantee, or warrant security. They do not represent that your unit or the rental community is safe from criminal activities by other tenants or third parties. Residents are responsible for his or her own personal security and that of their household, children, and property. If you observe any suspicious activity or potentially unsafe conditions, please notify Management. If illegal, immediately dangerous or unsafe conditions are observed, or if a potential crime is suspected call 911 first.

## Controlled Access, Security and Keys

Most residential communities operated by Management have a controlled access system. Residents are encouraged to keep their unit doors closed and locked at all times and to not open their door or allow entry into the building to any person they do not know. No door to the building may be propped open or left open at any time. Propping open a door, even for a limited time during moving in and moving out, is strictly prohibited. All doors in common areas and hallways, laundry areas, and fire doors must be left closed for fire and safety reasons.



Please follow all rules and guidelines for using the access system to the building. It is strictly forbidden to make copies of any keys and give to any person who is not a leaseholder or allow access to the building or your unit by any other means. Residents are asked to not allow any person access to the building while you are entering or leaving. Do not allow strangers or persons you recognize as guests of other Residents the opportunity to follow you into the building while you are entering or leaving. Violation of this policy is a violation of your Lease Agreement.

Each adult Resident will be issued one set of keys, or access materials and will be required to return all keys to Management upon moving out of your apartment. If you lose your keys or want another set of keys, you must request them from the Office. If you lose your keys and need a key replacement, there is a \$50.00 charge per key. Should Management need to change the building's security lock or unit locks due to your conduct or loss, you may be responsible for the locks, keys, and labor charges for the entire building. Resident is responsible for any lockouts. Management DOES NOT provide 24-hour, on-call access service without charge. The emergency after hours number may be called but there will be a \$100.00 lock-out fee. You may not change your locks or make duplicate keys. You may not add additional locks, chains or security systems without prior written consent from Management. Doing so is unsafe and is a violation of your lease.

## 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, etc. will not be covered or paid for by Owner or Management's insurance policy.

If your Unit is not habitable, and you must move, 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.

## Utilities and Appliances

Your Lease and any utility addendums should be consulted to determine what utilities are paid for by Management and what your responsibility is. It is the Resident's responsibility to have the applicable utilities transferred over into the Resident's name within 30 days of moving into the unit. Management is not liable for the failure or inability to furnish utilities or for interruptions in such services when it is the result of events beyond the Management's reasonable control or services provided by a third party. Residents agree 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; leaving lights on; or leaving TV or appliances running when the unit is not occupied constitutes waste. Residents are not allowed to use hallway or common area electrical outlets for personal use. The filling of pools, use of slip and slides and the washing of cars is not permitted. Residents may not store, use, or install additional appliances, including but not limited to, freezers, refrigerators, dishwashers, washers, dryers, heaters, or water softeners.

If you own such appliances, you must store them off-site. No appliance may be used or stored on site without Management's consent, which consent may require Resident to pay additional fees as rent.

## Satellite Dishes

Resident may install a satellite dish within the boundaries of the leased premises only upon the prior written consent of Management and subject to the following terms and conditions:

- a. Resident must obtain the approval of the Site Manager prior to the installation of any satellite dish. Such approval may be conditioned on Resident providing proof to the Site Manager that Resident has in place Renter's Insurance that will cover the ownership and installation of a satellite dish and any accident or injury that could result from the satellite dish.
- b. The satellite dish must be one meter or less in diameter.
- c. Management's consent will be conditional upon Resident providing plans to Management of a satisfactory location and method for installing the satellite dish that is in accordance with these rules.
- d. The location of the proposed installation of the satellite dish must be entirely within the bounds of the premises rented and used exclusively by the Resident. The satellite dish may not



be installed on the exterior outside walls of the leased premises, the roof of the building, on the outside window sills, railings, in or on the common areas or grounds, or in any area outside the boundaries of the leased premises, including but not limited to, the overhang of a balcony or an eave. The external ground area surrounding an apartment or townhome is not part of the Resident's exclusive space and in no circumstances may a satellite dish be posted in the grass or grounds or attached to, or grounded to, any structure that is part of the exterior building.

e. The installation of such satellite dish cannot result in the drilling of holes through the exterior walls, door jams, windowsills, or in a location which would result in more than the ordinary wear and tear to the leased premises. Permitted installation will include wireless installations, or the running of a flat cable under a door jamb or window sill or connected with cable connections which pass through a window pane by a device attached to the window without drilling a hole through it. You may not hang a dish or other equipment outside any window. Any installation that would impede or damage any window casing, molding, weather stripping, or cause damage to openings in any window or door such that utilities paid for by Management or wasted, or water or moisture problems could occur, are prohibited.

f. Resident agrees to indemnify and hold Management harmless from any claims, causes of action, damages, or expenses incurred on behalf of Management as a result of Resident's use and operation of the satellite dish.

g. Resident's violation of the above-stated requirements shall be considered a material violation of the Rental Agreement and may be the basis for any and all actions at law by Management, including an eviction proceeding, a suit for damages, or injunctive relief.

h. Resident is responsible for all maintenance, upkeep, any damages to any person or property caused by any installation or equipment resulting from any cause or casualty, including but not limited to actions by third persons or weather.

Management shall have the right, at any time upon 30 days notice, to require Resident to remove the installation at Resident's sole cost for purposes of Management repainting, redesigning, or restructuring of any portion of the premises. Management shall have the right, at any time, to install new landscaping, or change existing landscaping, even if such installation or changes interfere with Resident's installation, prevents reception or requires Resident's temporary or permanent removal of any installation. Management shall further have the right to redesign or reconfigure the premises and may require Resident's removal of the equipment for such purposes. All removal shall be done at Resident's sole expense. A failure by Resident to remove the equipment for one of the purposes stated herein, or for Resident to remove the equipment at the end of Lease, shall give Management the right to remove the equipment and charge Resident, therefore. No re-installation may take place without otherwise complying with these rules and payment to Management of any charge or expense for such removal.



## Mold and Mildew Prevention and Precautions

Mold, mildew, and fungi are common elements found throughout the indoor and outdoor environment. The presence of these substances in indoor and outdoor air, on the ground, and in the soil is common and is not a source of problem or injury to most healthy people. However, certain conditions can permit mold, mildew, and fungi to grow in a way where they could be injurious to individuals or to building materials. It is the responsibility of every resident to maintain the unit so as to provide appropriate climate control, and cleanliness standards, so as to retard and prevent mold and mildew from accumulating in the unit.

Undesirable mold, mildew, and fungi growth are associated with excess water accumulation, dampness, humidity, and an impediment to airflow. Resident agrees to clean and dust the unit on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation, or air conditioning ducts in the unit. Exhaust systems or fans provided in bathrooms and kitchen areas must be used to remove excess humidity and moisture. Resident agrees to refrain from any activities that would cause excessive humidity or moisture levels in the unit. Window coverings must permit ample airflow between the glass and air. Wall hangings or decorations should not block or cover any heat or air circulation systems.

Resident agrees to immediately report to Management (i) any evidence of a water leak or excessive moisture in the unit, as well as in any storage room, garage, or other common area; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air conditioning system in the unit; and (iv) any inoperable doors or windows.

Resident will be responsible for any damage to the unit, other units, the building structure or common areas, or Resident's property, as well as injury to Resident and members of Resident's household, resulting from a failure to comply with this paragraph.

## Fire Protection

You are personally responsible/liable for any damage to your unit as a result of fire caused by any accident, inattention or negligence and for occupancy and housekeeping habits that pose fire safety risks. We suggest that you take the following precautions:

- Do not keep any flammables, explosives, or other non-household combustible items in your unit.



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- Motorized vehicles or equipment using gasoline, kerosene, or other fuels or oils may not be stored in the unit. This includes but is not limited to: mopeds, motorcycles, motorized bicycles, lawn mowers, portable camp stoves, gas grills or other cooking devices.
- 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.
- Never empty ashtrays into the wastebasket.
- Do not smoke in bed.
- Do not use worn electrical cords.
- Do not overload electrical outlets.
- Do not plug any item with a large electrical draw, like an air conditioner, portable heater, or multiple items into an extension cord. Overloading an extension cord can result in overheating and fires.
- Your 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 your smoke detector is a serious lease violation and grounds for eviction. Residents are responsible for periodically testing smoke detectors. See rule on Smoke Alarms and CO 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 you and other residents. It will also impede the circulation of heat and ventilation in your unit. You must remove, or store off-site, any amounts of personal property deemed by Management to be excessive.
- Never leave any paper, flammable, or other objects not designed for cooking near stoves or cooktop surfaces. Residents in apartments or townhomes that are equipped with a water heater, furnace, or other heating units should keep all paper and other flammable materials, away from a heat source to prevent fire hazard.
- Live Christmas trees and wreaths are not permitted in your unit or the building.

## Smoke Alarms and CO Detectors

Resident acknowledges that the unit is equipped with one or more smoke detectors and carbon monoxide alarms/detectors. State and federal law, local regulations, and codes require that these detectors be installed in specific locations and be functioning at all times. The alarms/detectors in the Unit may operate on a battery, may require being plugged into an outlet, or may be hard-wired into building systems. If the detector is plugged into an outlet or is wired into electricity for the Unit, Resident agrees to pay and be responsible for all electrical consumption for the alarms/detectors. For alarms/detectors that require a battery, Management



shall be responsible for providing the functioning battery at the commencement of Resident's tenancy. As part of the initial inspection and acceptance of the Unit, and periodically thereafter, Resident shall test the working operation and existence of all alarms/detectors provided to Resident in the Unit and replace at Resident's own expense, any inoperable or weak battery. If after replacing any battery, or otherwise testing the alarm/detector, the device will not operate, Resident will immediately inform Management in writing of any deficiencies.

Resident will be responsible for the repair, replacement or restoration of any alarm/detector that is missing, damaged or disconnected during the term of Resident's occupancy or at the end of Resident's tenancy. Any interference with, disconnecting, removal of batteries, unplugging, covering, painting, transfer, relocation or otherwise tampering with the operation of any smoke detector, carbon monoxide alarm/detector, or other fire protection or safety devices is a breach of the Lease Agreement, regulations of the State Department of Public Safety and could jeopardize the safety of Residents, the buildings, community or other persons. Resident will be responsible for any damages or costs of restoration or replacement of alarms or devices that are painted or otherwise tampered with contrary to this paragraph.

Resident agrees that Management is not the operator, manufacturer, distributor, retailer or supplier of any smoke detector, carbon monoxide alarm, or combined smoke/fire, carbon monoxide alarm service. Resident assumes full and complete responsibility for all risks and hazards attributable to, connected with, or in any way related to the operation, malfunction, or failure of the smoke detector(s)/fire/carbon monoxide alarms.

Management shall not be liable for damages, losses, and/or injuries to person(s) or property caused by (1) Resident's failure to regularly test the detectors/alarms; (2) Resident's failure to notify Management of any problem, defect, malfunction, or failure of the detectors/alarm; (3) theft, disabling, covering, tampering with, unplugging or removal of the detectors/alarms or any serviceable battery; and/or (4) false alarms produced by the smoke detector/fire alarm or carbon monoxide alarm.

## Pest Control

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 retreatment 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.

Some pests, such as bedbugs, may require Residents to dispose of or professionally clean (at high temperatures or with chemical treatments) personal property and fabrics. Residents are responsible for all costs of treating or removing personal property, furniture, mattresses, and fabrics needed to achieve effective pest control. Management will not reimburse or replace personal property that must be treated or eliminated. Failure to follow the requirements of our pest control vendor is a breach of your Lease.

Cleanliness and vigilance are the best preventative medicine in controlling pests. Dispose of all garbage and waste. Do not leave food, dirty dishes, or soft drink bottles/cans lying around. Do not bring cardboard boxes, crates, or other materials that may have been accessible to pests into your unit. Storage of foodstuffs, grains, or like materials should only be in plastic, glass or metal sealed containers. Be careful bringing luggage and used furniture or property into your unit. Some pests can hitchhike on you or your belongings. Even the “cleanest” housekeeper may pick-up a bedbug from clothes at laundry facilities or from luggage and travel.

Please notify Management if you see signs of pests in your Unit or any other place in the building or Property. Failure to promptly notify Management of pests in your unit is a serious violation of your Lease. Prompt notification to Management is necessary to prevent pest infestation and to keep pests from spreading. If Management learns that a unit has had an ongoing pest problem that is not reported, this may be grounds for Lease Termination, Non-Renewal or charging Resident for lost rents, pest treatments and damages in Resident’s unit or in other units or common areas.

## 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.

## Mandatory Resident Pest Precautions

Windows opened for ventilation must be screened. Cardboard boxes for food storage or grocery transfer must be promptly discarded. No food, dirty dishes, nor open soft drinks are to be left



cluttered around. Disinfect and eliminate typical pest hiding places. Reducing clutter, routine vacuuming, regular garbage removal and following building rules regarding property care and sanitation standards are all required pest prevention precautions.

Tenants often carry pests into their homes unknowingly; particularly in bedding, mattress/box spring or stuffed furniture and cushions. Personal property that has been discarded, given away, left on the street, or found in garage or sidewalk sales can be another way of transmitting pests. Some dormant pests and their eggs are extremely resilient and can survive subzero temperatures for greater than a year while stored.

Unlike some pests, bedbugs are not attracted to unclean conditions, so that even the "cleanest" housekeeper may pick up a bedbug from items while traveling or from other locations. Residents should inspect clothing, and luggage when traveling as some pests, like bedbugs, can hitchhike on belongings. If in doubt, do not bring luggage back into your unit and wash and dry clothing at a high temperature.

## Planting and Plants

For units with a grounds area by the entry of individual Resident's unit or otherwise exclusively within use or control of the Resident, planting may be allowed in certain circumstances. You must contact your Site Manager and obtain written consent before any sod is removed or planting is undertaken. If you do not have written consent, you may be charged for replacing sod.

Normal quantities of household plants are permitted in units. Any excessive numbers of plants that could result in increasing the humidity levels within a unit, or planting or gardening for any business, commercial, or greenhouse gardening is not permitted.

Decorative plants may be placed on outdoor balconies or patios, but care must be taken to put a container or base under all plants to prevent any moisture or dirt from staining any balcony or falling to any balcony below. Only ordinary dirt or soil is permitted in any plants maintained in or outside a unit. Potting soil with additives can be highly flammable and is not permitted. Any fire started by combustion of any soil or additives relating to Resident's plants and gardening will be Resident's responsibility. Management reserves the right to ask Residents to remove dead plants or weed filled pots displayed in common areas both inside and outside.



## Landscaping

Residents, their guests, and children are asked to respect and take care to preserve and protect all trees, shrubbery, plantings, and other portions of the common areas. This includes any graveled areas, landscaping wood chips, etc. Residents are required to clean-up and properly dispose of their pet's waste and prevent any potential damage that may be caused by their pet's urine to all trees, shrubbery, plantings or common areas. Climbing on trees or bushes, sitting on fences, removing decorative stone or any other landscaping material, climbing on garages, or throwing anything on roofs or at the buildings is prohibited.

## Driving Any Vehicle on Any Grounds or Lawn of the Community is Strictly Prohibited

Management will assess a charge up to \$500 to any Resident household where the Resident, or a Resident's guest or agent drives a vehicle on the lawn. This charge is in addition to any and all actual damages Management may sustain to repair or restore sod, landscaping, or grounds.

## Barbecuing, Grilling, Burning and Fires

Out of concern for fire safety, Management prohibits barbecuing, grilling, outdoor fires, fire kettles, fire pits, fire rings, or other outdoor cooking, burning, barbecuing or grilling except as may be specifically permitted in individual communities. Check with your site manager to determine if barbecuing and grilling of any kind is permitted at your community. In communities where barbecuing and grilling is permitted, the areas where outdoor cooking may take place may be a designated area in the apartment or townhome community.

Where permitted, grills, barbecues, or other outdoor cooking equipment may never be used within 15 feet from any habitable space. Under no circumstances may a Resident use a grill or other cooking device on the Resident's deck or patio. Deep fat fryers or outdoor cooking devices known as "turkey fryers," are never permitted to be used or stored at the property. Cooking, barbecuing, or grilling in garages is strictly prohibited. Due to fire risk, use of a barbecue, grill or outdoor cooking device is not permitted within 15 feet of any garage space or area. Fire pits or other burning and fire devices of any kind, including kerosene lamps or other torches, candles, or lit materials in the rental community are prohibited.



Where Residents are permitted to barbecue or grill, Residents must be responsible for the safe use, and constant monitoring, of any outdoor grill or cooking device. Grills must not be left unattended at any time. Once grilling is completed, Residents are responsible for completely extinguishing any open flame, or monitoring the proper and safe cool-down of any grill or barbecue.

## Community Appearance and Trash Removal

We need every Resident's assistance and cooperation so that we can work and live in an attractive, well-kept community. Rules that promote these objectives are:

- a. Place all trash in sealed plastic bags and deposit them into the dumpster.
- b. You will be charged a \$25.00 fee for each time Management has to pick up trash or litter.
- c. Residents are expected to cooperate with and participate in any recycling programs operated by the community and local trash haulers. Recyclable items should be separated and disposed of in the proper recycling containers. In communities that provide recycling bins for individual Residents to use, Residents must separate their trash and participate in the recycling program. At the end of the Lease, any recycling bin or receptacle provided to an individual Resident for use must be returned in clean and undamaged condition or charges will be assessed.
- d. Whether or not Resident is separately charged for trash, the community only provides trash removal for normal, individual household use. Residents may not dispose of trash for any other person other than Resident and authorized leaseholders. Large items, such as personal property, furniture, mattresses, or appliances may not be disposed of without obtaining Management's prior written consent and paying any additional charge. Certain items may be considered hazardous and not permitted, such as fluorescent light bulbs, electronic equipment, televisions, computers, batteries, any automobile parts, oil, flammables, and may never be disposed of at the community. Residents disposing of improper items, causing spills or mess while taking garbage to the trash area, or leaving trash outside the waste bins or receptacles, or disposing of large, unauthorized, prohibited items, or items belonging to non-residents, will be assessed charges for Management's staff time and any charges assessed by the refuse removal company.
- e. For security, safety, sanitation and privacy purposes, Residents and their guests are prohibited from sorting through the trash or otherwise looking through the trash or removing any items from trash areas or receptacles.
- f. Report any dumping of items in or near the dumpster area by non-residents to the Manager.
- g. Littering of any kind, including leaving or throwing cigarette butts on any area of the property is prohibited. Repeat littering may result in a notice of Lease Violation,



## Patios and Balconies

Only outdoor/patio style furniture, specifically designed for outdoor use are permitted on decks or patios. Personal property and toys, including bicycles, may not be stored or left on any deck, patio or other outdoor area. Screening material, hangings, and flags, may not be hung or placed on any patio or balcony. Plants are allowed on decks or patios but care must be taken to select an appropriate planter or dish to place under any planter, to prevent staining of decking or patio surfaces, and to prevent any water or soil from dripping or falling through to a balcony or patio below. Residents will be responsible for any spills, stains or damage done by plants. Residents are expected to clean-up promptly after eating or drinking on any balcony, patio, or outdoor area. Any spilling or staining that occurs to your balcony or patio, or that falls to a balcony or patio below, is the Resident's responsibility.

To prevent pests and rodents, feeding animals and bird feeders are not permitted on decks or patios. Bird feeders may be permitted, only with written consent of Management, if located in an area of the community, and using a type of feed, where the risk of attracting rodents, squirrels, or other pests is eliminated. No grill, cooking apparatus or heating apparatus is permitted on any balcony or patio area.

## Parking Lots and Garages

Some communities operated by Management have only on street parking and do not have a parking area, parking lots, or garages owned and operated by Management. For these communities Residents must comply with local rules and ordinances regarding street parking. For communities with parking areas or garages, the following rules apply regarding parking and vehicle ownership. Residents are responsible for their vehicles and the vehicles of their guests. Rules with respect to parking areas and garages will vary from community to community. Where a rental community has an assigned parking area, parking is allowed only in designated spots. Residents that do not own a vehicle, may request that any assigned parking spot or parking tag be available to Resident's guests. Residents may not rent, or otherwise accept any consideration for letting any other resident, or guest, park in a spot that would otherwise be assigned to you. If you or your guest is using a designated spot, you may not use another Resident's parking spot. Parking in another Resident's assigned spot may result in your vehicle being towed at your expense. In communities where Residents are issued parking tags, you are responsible for the safekeeping of your parking tag. Loss of a garage door opener or a parking



tag will result in a \$100.00 replacement fee. Where garages are available or are subject to separate rental, they may be added to the Resident's Lease.

- a. Residents are required to register all vehicles of the Resident's household with Management.
- b. All vehicles must have a current license plate. Non-operational vehicles are not permitted on the premises. Such non-operational vehicles include cars with expired tabs, unused cars, cars with flat tires; cars on jacks, supports, or bare wheels or other un-drivable vehicles. Vehicle storage is not permitted in parking lots and garages. Any stored or non-operational vehicle will be towed at the owner's expense.
- c. Residents are responsible for parking vehicles in garages or lots within the lines or designated spaces provided. Parking at an angle, or over lines, so that are spaces or access to spaces is impeded or limited is prohibited.
- d. The parking area is solely for use by general transportation vehicles such as cars, SUVs, and light duty vehicles. Parking commercial vehicles, boats, trailers, campers, or large trucks or vans is not permitted unless Management's consent is obtained or there is a separate designated area for such vehicles.
- e. Parking areas and garages may not be used for washing or waxing vehicles, changing oil, fluids or other repair or maintenance work.
- f. Resident will be given a 24-hour notice to move the vehicle off the property if their vehicle is damaging the parking area from its weight or from fluids leaking from the vehicle causing the asphalt or concrete to deteriorate or become stained. If the vehicle is not removed within 24 hours, the vehicle will be towed at the Resident and/or owner's expense. The cost of cleaning and/or repairing the damaged area will be charged to the Resident and/or vehicle's owner.
- g. Residents must comply with posted notices relating to snow plowing and other parking lot maintenance such as sweeping, striping and lot repairs. All vehicles must be removed from all parking areas during these events. Management will post a notice in the common areas of the buildings affected advising the date and time of the plowing or maintenance. If vehicles are not removed by the posted date and time, they will be towed at the Resident and/or vehicle owner's expense.
- h. Obstruction of driveways, fire lanes, pick-up areas, designated handicapped parking areas, non-designated parking surfaces, or other common areas 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 designated handicap parking areas, may be towed with no prior notice from Management. Residents are advised that Management has arrangements with private towing



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services to periodically patrol and check Management's parking lots and that vehicles that are parked in an unauthorized area, or without a designated parking sticker or authorization, may be towed without knowledge by Management.

i. Residents are responsible for the safety of their vehicle(s) and it's contents.

Management is not responsible for theft, vandalism, or any other type of damage to the vehicle(s) or it's contents incurring on the premises, whether in a parking lot, assigned parking space, garage space or any other location.

j. All vehicles must be moved on a daily basis (every 24 hours). Residents who will be absent from the property or leaving town must make arrangements for moving vehicles should the need arise.

k. Garage spaces, whether individually rented or attached garage spaces, or open garages available to all Residents and guests, are designed and intended for the parking of a vehicle. They are not designed for, or intended for use as, a "workshop," or for other purposes. Individual or private garages may be used for storing items that can safely be subjected to the elements such as lawn furniture and bikes. But Resident stores items in any garage at Resident's own risk. Garage areas are exposed to the elements, including a greater risk of water, moisture and pests. Management is not responsible for any loss or damage to any personal property left or stored by a Resident in a garage.

Flammables and hazardous substances (including gas cans, propane cylinders, kerosene lanterns, and camp stoves) may not be stored in any garage. For common area garages, local codes and building standards, including standards of prudent property management and concerns about appearance, prohibit the use of any open garage space for storage of personal property.

l. Residents may not use, run or maintain electricity in or to any garage or attempt to heat a garage in any manner. Residents may not install or attach any shelving, fixtures, improvements or alterations on any surface in any garage that is individually leased to Resident, or attached to any Resident townhome.

m. Where a garage door opener or remote is assigned to a household, the responsibility for maintaining any battery for the opener or remote is the Resident's. Any damaged, unreturned, or lost remote will result in Resident being charged a \$100 replacement fee.

n. Residents with garages are responsible for removing snow and ice from the first foot of space in front of any garage door so that snow plowing operations can take place without damage to the garage door.

## Parking Lot Snow Removal

Following a snowstorm the main driving lanes and roads within your apartment community will be plowed first. After these drive lanes or roads have been cleared, parking lots will be plowed. Management will post notices in common areas of the building prior to plowing. The notice will



estimate the time of arrival of the plow(s). It is your responsibility to remove all your vehicles by the time posted on the notice. If your vehicle(s) are not removed, it will be towed at your expense. Each city has specific snow plowing ordinances which may prohibit parking on streets and it is the Resident's responsibility to become familiar with these ordinances.

## Storage

If your unit or community provides storage lockers or storage space, state fire codes require these units to be locked. If you fail to install a lock on any storage locker or room assigned to you, Management will give you a violation notice. If you fail to comply, within 5 days after receipt of such notice, the items in the storage locker may be deemed abandoned and in accordance with applicable statute, disposed of within the period by law. You may be charged for the cost of disposal. Residents may not put any item in any storage locker or area that is flammable, hazardous, or in any other way a danger or nuisance to the community or other Residents.

If your rental site offers a place for storage of bikes, and related wheeled items (i.e. bike rack, individual garage, bike rack supplied by city or bike room) then bikes and other like wheeled items cannot be used or stored in your unit, in the halls, stairwells, entrances, exits, deck or patio. If racks or storage areas are not available, then bikes may be brought into individual units but Residents will be responsible for costs for any cleaning or damage to the unit or common areas.

Personal belongings cannot be left outside of the unit, in hallways, on sidewalks, or on the lawn because they present a safety hazard and may constitute a fire code violation.

## Excessive Property

Residents are not to store or keep excessive amounts of personal property, or any other materials, in the Unit. If, in Management's sole discretion, Resident has excessive personal property or other materials in the Unit so that space within the Unit is unduly cramped and ingress or egress within the Unit is restricted in a way that Management believes could cause health and safety hazards, inhibits the heating system's ability to perform and or inhibits adequate air flow for climate control, then Management may require Resident to remove such personal property from the Unit and/or procure an alternative storage space for the keeping of such property at Resident's sole expense. Failure to comply may result in eviction.



## Odors

Residents are not to do anything in the Unit that results in offensive, pervasive or strong odors that could disturb other residents in adjoining apartments, townhomes, or persons in common areas. Odors emanating from cooking, incense burning, aroma therapy, food preparations, arts and crafts, or any other cause that could be offensive to other residents or persons in the building must be curtailed or eliminated. Failure by Resident to control or eliminate odors emanating from the apartment or townhome is grounds for termination or Non-Renewal of the Lease.

## Smoking and Smoke-Free

Most of our properties are "Smoke-Free" which means neither Residents or Resident's guests are allowed to smoke in the Resident's unit, balcony or patio, common areas or within 25 feet of the building. Some locations have been designated a "Smoke Free Campus" which does not allow for smoking anywhere on the property including parking lots. Please see leasing office for clarification.

"Smoking" means inhaling, exhaling, breathing, or carrying any lighted tobacco plant product in any manner or form and also excludes the use of electronic devices used to simulate smoking that produce a vapor or liquid nicotine and/or other substances. In accordance with the Minnesota Clean Indoor Air Act, smoking is prohibited in all interior common areas of any rental community and is prohibited under any covered entrance way or covered outdoor area where there is an overhang and walls on three sides. Some properties, including properties that are not completely smoke-free, may have building rules that prohibit smoking within 25 feet of the building, windows, entrances, or any exit.

## Posting Notices and Solicitations

Residents are not permitted to post any sign, advertisement, or other display in common areas, on windows, on doors, or any other place in or outside of the building. Any placard or sign posted in violation of this policy will give Management the right to enter your unit to remove it. It may also be grounds for termination or nonrenewal of your Lease Agreement. Solicitation of your neighbors or fellow Residents is prohibited. This rule does not apply to activity that is specifically allowed or protected by Minnesota law or statute. For example, Minnesota Statutes Section 211B.20 gives political candidates the right of access to any multiple unit dwellings. Please refer political candidates to the Office prior to allowing them to access the building.



## Package Acceptance

At most sites Management does not accept packages from UPS, USPS, FedEx, or any other delivery service or person. At some of our communities, where there is a staffed site office, Management will sign for packages and parcels (we do not sign for individual letters or personal mail) but Management is not responsible for the safekeeping or storage of any package that may be left with anyone at the Site Office, in front of any building, or by the Resident's door.

## Restricted Access

Resident, Resident's 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. Resident, Resident's children and guests may not climb up to or down from balconies, scale any building, or go on any roof or ladder in the community.

## Recreational Activities

Hallways, stairwells, exits, entrances, sidewalks, steps and laundry rooms 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, stairwells, or entrances.

Some communities have designated playgrounds, recreational areas, or picnic areas, for the use and enjoyment of all Residents and Resident's 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 is conduct that can disturb other Residents and may be a violation of these rules. Recreational activities should be confined to designated areas only.

## Fireworks

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



## Animals or Pets

Your Lease provides that no pets or animals of any kind may be kept in the Unit or brought onto the premises without the written consent of Management. This prohibition on animals means that no animals of any kind are allowed to be kept, watched, or to visit the premises, without the previous written permission of Management.

Different communities have different policies on animal or pet ownership. Consult with Management to determine the guidelines as to which types of animals may be allowed at your community or rules that may be in place as a condition to obtaining Management's written consent.

## Guest Restrictions

If any Resident's guest poses or is reasonably believed to pose a danger or interferes with the health or safety of other Residents or the employees and agents of Management, or disrupts the quiet enjoyment of the community, or interferes with Management or Management's agents, Management reserves the right to exclude Resident's guest from the community by giving such guest a trespass notice and advising Resident that such guest is no longer permitted in the Resident's home or in the community.

Guests subject to receiving trespass notice include but not limited to previous tenants who have been evicted from the community, persons engaging in illegal activity, persons causing damage to the person or property of other residents, employees or agents of Management or persons repeatedly violating these Community Rules or the conditions of the Resident's lease. Management will cooperate with local law enforcement if asked to exclude certain individuals from the community.

## Disturbances, Noise Levels and Excess Traffic

Please be considerate to your neighbors by keeping noise levels down at all times. Please notify Management when noise is occurring or give Management a written notice of the complaint, with details, to allow our investigation and appropriate follow-up.

Residents are responsible for their guests' and families' actions and conduct at their Unit for social and familial purposes. If the number of guests and visitors is excessive in terms of total



number or its tendency to disturb fellow Residents, Management may ask Resident to restrict or limit the number of visitors. Excessive traffic from visitors, visits at unusual hours, visits of short duration, or visitors who leave vehicles running in driveways or parking areas, or disturbances are violations of these Community Rules.

## Prohibited Activities – No Business Uses or Sales or Unit Sharing

Individual Units and the community are to be used exclusively for residential purposes. All business and commercial uses are prohibited without Management's prior written consent. This prohibition extends to conducting any daycare or babysitting, other than occasional babysitting for a family member or friend without payment, and prohibits any garage, yard, or "party" type sales.

Individual Units, and the apartment or townhome community, are to be used exclusively as a private residence for Residents that have been screened and approved by Management and their authorized family members or aides. All business and commercial uses, including hosting guests or visitors through a home swapping, airbnb - type sites 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 familiar or personal relationship at their Unit 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.

## Notice of Extended Absence

Please notify Management in writing of any anticipated absence from the unit in excess of five (5) days. Residents who are going to be absent for extended periods of time are advised to place a hold on any mail or delivery services.

## Decorating and Alterations

Your unit has been cleaned and redecorated prior to your occupancy. Neutral colors have been chosen to allow each Resident the opportunity to add individual complimentary colors through personal furnishings. Any decorating or alterations in your unit (i.e., paint, wallpaper, contact paper, light fixtures, cabinets, carpet, vanities) must be approved in advance in writing by Management. Approval may be withheld by Management in its sole discretion or approval may



be conditioned on Resident agreeing to pay Management its costs for professionally restoring the unit to its original condition.

## Window Coverings

Most Units come with blinds, mini-blinds, or curtains to cover windows or patio doors. In Units where curtains or window coverings are not provided, Residents are responsible for choosing a curtain or window covering that has a white or neutral backing so that the appearance of the building, from the outside or "street level" is neutral and attractive. Paper, foil, sheets or other hanging materials that are not designated as window coverings are not acceptable. All window coverings must be proper window treatments.

## Motorized Vehicles/Equipment

Resident may not store motorized vehicles or equipment using gasoline, kerosene, or other like fuels or oils in the Unit including but not limited to mopeds, motorcycles, motorized bicycles, lawn mowers, or portable camp stoves, gas grills, or other cooking devices.

## Children

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

## 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.



At the end of the Lease, Residents are responsible for removing all of their furniture, personal property, garbage and debris. Residents will be charged Management's actual damages, plus a penalty of up to \$500 for leaving furniture or garbage behind at the time of move-out.

## Transfers and Roommate Additions

Transfers from one Unit building to another within Wits Realty are allowed only with prior authorization from Management. In order to transfer, a new security deposit must be placed on the new Unit. Transfers will only be granted at the end of the calendar month of the lease term. The resident(s) must sign a new lease according to what the community is offering at that time (i.e. no month-to-month leases will be allowed). Transferring from a Unit to a like kind Unit is prohibited. There may be a \$50 processing fee assessed for any roommate change or addition with prior authorization from Management.

## Evictions and Additional Rules

Being evicted is a serious matter. Any material violation of your Lease or Rules, or repeated minor violations of your Lease or Rules, can be grounds for a Lease Termination and Eviction. Some of the most common grounds for Eviction are as follows:

- a. If you, your family, or guests do not take proper care of your Unit.
- b. If you, your family, or guests appear to pose a danger to the health, safety, or morals of yourself, your neighbors, or the staff of the community.
- c. If you, your family, or guests disturb the peace of other Residents, Management's agents or neighbors of the community.
- d. If you, your family, or guests cause damage to your Unit or any other community property.
- e. If you, your family, or guests maintain your Unit in an unsanitary way.
- f. If you allow unauthorized persons to stay in your Unit, have keys to your Unit, and/or receive mail at your Unit, or if you sublet your Unit.
- g. If you do not pay your rent, "RUBS" or other utility charges, late fees, charges for damages, or all court/collection fees when due.
- h. If you, your family, or guests commit an act of violence, threaten, or display offensive behavior towards or harass other Residents or employees of the property or any other persons on the property.
- i. If you, your family, or guests are in possession of illegal drugs, other contraband, or drug-related paraphernalia in your apartment or anywhere on the property. If you, your family or guests use, purchase, or sell drugs from your Unit or anywhere on the property.



**PROPERTY MANAGEMENT**

- j. If actions by yourself, your family, and/or guests result in police calls or complaints on the property that are not protected by Minnesota Statute Section 504B.20B regarding tenants’ rights to seek police and emergency assistance. This rule does not apply to requests for Police assistance by a Resident.
- k. If you refuse to sign all forms or to provide other materials required by Management to comply with the Low Income Housing Tax Credit program in a timely manner.
- l. If you, your family, or guests use your Unit for other than personal Residential purpose. You may not operate a business out of your home. This includes daycare, other than incidental and occasional babysitting.
- m. If you, your family, or guests have inappropriate traffic patterns and/or excessive traffic to your home. Traffic patterns that suggest a business use of the unit or disturbs other Residents (such as traffic at unusual hours, traffic of brief duration, etc.) is inappropriate traffic.
- n. If you do not maintain utility services in your Unit.
- o. If you refuse to sign and return any lease addendums prior to any new policy implementation.
- p. If you, your family, or guests jeopardize the security of the property or of other Residents on the property.
- q. Failure to cooperate with Management’s need for access to your Unit for repairs, inspections, showings or maintenance work.
- r. If you, your family, or guests interfere with Management of the Community or obstruct or impede the ability of Management’s employees, subcontractors or agents to carry out their duties.
- s. If you loiter in, play in, obstruct or otherwise interfere with the use of hallways, laundry facilities, entrances, exits or other interior common areas, parking lots, garages or driveways.

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Resident Signature	Date	Resident Signature	Date
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Resident Signature	Date	Resident Signature	Date
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Manager’s Signature	Date
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