



SOUTH MEADOW

MAPLEWOOD

WESTBURY

RULES AND REGULATIONS

2/1/08

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The following rules have been adopted to promote the convenience, safety, and welfare of the tenants in the dwelling, to preserve the Landlord's property from abusive use, and to fairly distribute services and facilities which are provided for all the Tenants.

1. NOISE: Radios, television sets, stereos and other such devices shall not be played or operated at an unreasonable volume at any time, and shall not be played at a volume audible outside the leased premises between 10:00 o'clock p.m. and 8:00 o'clock a.m. Each Tenant(s) is required to conduct him or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises. Any time a complaint is received by the Landlord from a tenant concerning noise coming from another tenant's dwelling that noise will be considered unreasonable. The offending tenant will then have to reduce the volume until it does not disturb the complaining tenant or the complaining tenant will call the police.

2. BEHAVIOR: Unseemly behavior and conduct is absolutely prohibited, and said lessee obligates himself and those under him, not to do or permit to be done anything that will annoy, harass, embarrass, or inconvenience any of the other tenants or occupants in said or adjoining premises. Tenants shall not have more than 4 guests visit the premises at the same time. Tenants shall not have any beer kegs upon the property either empty or full.

3. UPKEEP OF DWELLING: Tenant(s) is responsible for maintaining clean and sanitary conditions within the dwelling unit. The management reserves the right to make periodic inspections of the dwelling unit to insure that desired standards of maintenance, cleanliness, and sanitation are maintained.

4. PARKING POLICY: One parking tag will be issued to each tenant on the lease. All tags are to be properly displayed when the vehicle is on the property. Tags are to be displayed only on the vehicles for which they are issued. Any other vehicles must be registered at the office. After office hours, visiting vehicle registration information consisting of vehicle owner, license plate number and the apartment number they are visiting may be left on office answering machine. Parking in no parking areas and snow removal zones are indicated on the maps posted in the office and above each mailbox unit. Vehicles not tagged, not registered, parked illegally, or parked in snow removal zones (during snow removal) are subject to being towed without notice at the vehicle owner's risk and expense.

5. PETS: No pets allowed. See Lease General Terms, paragraph 6.

6. COMMONS: The common areas of the premises such as the halls, vestibules, stairways, laundry rooms, trash containers, storage areas, garages, driveways, parking lots, and entrances or exits to the building shall be used solely for their appropriate purpose such as entrance or exit. Tenant(s) shall not use any of these common areas for any other purpose and shall prevent their children, if any, from using such areas as play areas. All of these areas which are used for entrance and exit must be kept free of obstructions such as toys, bicycles, grills, or other personal property of Tenant(s). If a Tenant(s) repeatedly fails to keep his or her property out of these areas, he or she will be considered to have violated this rule. Landlord also reserves the right to pick such property up and dispose of it in order to protect other tenants from injuring themselves.

7. ENERGY AND WATER CONSERVATION: Water: Tenant(s) is responsible for notifying the office of any dripping faucets, non-functioning shower-tub diverters, running toilets, drain leaks, etc. Should we become aware of such problems without Tenant(s) notifying the office, management and staff have the right to enter the apartment and make necessary repairs. Should Tenant(s) not report these repairs, they will be subject to fines of up to \$25.00 per occurrence. Heat: Leaving windows open during the heating season will subject Tenant(s) to a \$25.00 fine per occurrence. Landlord reserves the right to enter apartment for the purpose of closing windows. Our intentions are directed toward energy conservation and such fines will be directed to obvious flagrant violations of the above.

8. TEMPERATURE SETTINGS: During cold weather, all thermostats should be maintained at a minimum of at least 60 degrees, especially during absences to prevent pipes from freezing and damage caused by such. Tenant(s) will be liable for any repairs due to Tenant(s) failure to maintain thermostat setting.

9. LIGHT BULBS/SMOKE DETECTORS: Landlord shall have all light bulbs and smoke detectors operational at move-in. It is the responsibility of the Tenant(s) to replace and maintain all light bulbs and batteries in smoke alarms inside their dwelling unit, and Tenant(s) shall have such operational at move-out.

10. HOLIDAY DECORATIONS: No real Christmas trees or evergreen decorations will be allowed in the apartment.

11. PREMISES ALTERATIONS: Tenant(s) shall make no alterations or additions to the premises. Covering materials shall not be nailed or cemented to any floor, wall, or ceiling. Picture hanging will be allowed with small nails or pins. **Absolutely no stick-on pads or ceiling hooks.**

12. VEHICLES: Vehicles placed on the premises must be in an operable condition (i.e. no flat tires). Vehicles not in an operable condition for 72 hours may be towed at the vehicle owner's risk and expense. Vehicles are not to be operated on lawns or sidewalks. The repair of motor vehicles anywhere on the premises is prohibited. This includes changing oil, doing tune ups, rotating tires and flushing radiators.

13. LOCKS: No additional locks may be put on any door without the consent of the Landlord, nor shall any locks be changed by Tenant(s) without the consent of the Landlord.

14. SIGNS: No signs, notices or advertisements shall be attached to or displayed by Tenant(s) on or about the premises.

15. WINDOWS: Landlord shall furnish at Landlord's option either curtain rods or mini-blinds on windows. Tenant(s) will provide curtains as needed. Bed sheets, blankets, or other such materials shall not be used to curtain or drape any windows. No tablecloths, towels, curtains, rugs or carpets, or articles of clothing, shall be hung or shaken from any window, door, or deck.

16. PEST CONTROL: Tenant will be responsible for the expense of extermination of cockroaches, bedbugs, etc. if tenant is found to be the cause of the problem.

17. GRILLS: No grills on wood decks. This is a City of Ames violation and is subject to a fine.

18. WATERBEDS: Waterbeds are not permitted in any of the premises, except upon written consent from the Landlord.

19. DAMAGE TO DWELLING OR EQUIPMENT: All Tenants shall be responsible for damage caused by them or their guest, as a result of their negligence, carelessness, or misuse of the property or equipment. All damages should be reported promptly. It will be corrected by the Landlord at the expense of the Tenant(s).

20. LAUNDRY FACILITY: Coin operated laundry facilities use is a privilege. Landlord/Agent reserves the right to restrict Tenant(s) use of laundry facilities and make or change rules and regulations in the use and operation of said facilities. Tenant(s) agrees to obey posted rules and regulations of the care and use of laundry facilities. Use of laundry equipment is at your own risk. Landlord/Agent will not be responsible for personal property.

21. ODORS: Tenant(s) shall not cause or permit any unusual or objectionable odor to be produced or emanate from their dwelling or the building and grounds.

22. ILLEGAL DRUGS: Tenant(s) is prohibited from engaging in any illegal activities upon the premises at any time. Cocaine, marijuana and all other illegal drugs are prohibited from being used, stored or sold upon the premises. In the event of violation of any statute or ordinance by Tenant(s) or their guest, Tenant(s) shall indemnify the Landlord for any losses or damages, including attorney fees, caused by or resulting from Tenant(s)'s illegal activities.

23. RENEWING THE LEASE: Tenant(s) are required to notify the Landlord by February 1st of their intentions to renew for the following fall. Landlord reserves the right to show the apartments not renewing after February 1st.

24. CHECKOUT PROCEDURES

1. Tenant(s) will vacate by 12:00 noon the last day of the lease.

2. Tenant(s) will, prior to surrender of possession, have the premises thoroughly cleaned, and if not so cleaned, agree to pay Landlord \$20.00 per hour for the time needed to clean the apartment.

3. All carpets will be professionally cleaned by the Landlord. The cost of carpet cleaning will be deducted from Tenant's security deposit.

Tenant(s) shall not perform carpet cleaning themselves.

4. Tenant(s) shall bring all keys for door locks and mailbox to the office. If Tenant(s) fails to do so, the Tenant(s) shall pay the Landlord the cost of lock replacement.

5. Tenant(s) shall return parking tags.

6. Tenant(s) shall furnish Landlord with a forwarding address.

25. DEPOSIT DEDUCTIONS/CHARGES: We are attempting to offer good, clean, well-maintained dwellings. The dwelling you are moving into is in this condition. If you see anything to the contrary, please advise this office in writing at once. We will expect you to return the dwelling to us in the same condition, less normal wear and tear. **Your security deposit cannot be used as partial payment of your rent.** It will be refunded to you after you have returned the dwelling to its original condition and it has been inspected by one of our representatives upon completion of your lease. The premises will be inspected at the end of this lease after you have vacated and cleaned the premises. Your security deposit less any deductions will be mailed to your forwarding address within 30 days after the lease expires. The following items are automatic deductions from your security deposit:

Application fee: \$25.00

Carpet Cleaning Fee: Actual cost + 15%

The remaining portion of your security deposit will be refunded to the Tenant(s) provided there are no other charges or cleaning required at the end of the lease.

The following rates/charges have been established now to eliminate any controversy regarding such rates/charges during or after the Lease Term. These rates/charges will be charged only when required and only due to the Tenant(s)'s actions or in-actions:

Cleaning	\$20.00/man hour
In House Repairs	\$30.00/man hour plus actual cost of materials
Outside Repairs	Actual cost plus 30%
Light Bulb Replacement	\$3.00 each
Smoke Detector Battery Replacement	\$5.00 each
Painting	\$20.00/man hour
Parking Tags Not Returned	\$10.00 each
Extra Keys	\$5.00 each
New Entry Lock or Deadbolt	\$60.00 each
New Mailbox Lock	\$20.00 each
After Hours Lock-Out	\$40.00 each
Pet Policy Violation	1 st offense: \$50.00/day; 2 nd offense: eviction
Returned Check Charge	\$20.00 each
Late Fees	\$10.00/day after 4 PM on the 4th of each month
Electric Utility	Actual cost or \$5.00/day, whichever is greater
Disposal of Furniture at Dumpster	\$40.00

Tenant(s) agrees that these rates/charges are fair and reasonable and hereby agree to be bound by the same.