

CONVENTIONAL
APARTMENT RULES AND REGULATIONS
NEWBURY MANAGEMENT COMPANY

The following rules and regulations were developed in order to ensure your comfort and aid us in maintaining the standards of Property Management. The rules and regulations can change provided it is a reasonable change and all residents have been given a 30 days' notice prior to the change.

SECTION 1 – GENERAL

1. Rental Payments – All rents are due by the 1st day of each month. A sixty dollar (\$60.00) late fee will be charged on the 6th day of the month. No rents will be accepted without the late fee being included. If rent remains delinquent beyond the 5th day of the month, a three-day notice to cure will be served. Rents paid by mail must be postmarked prior to the due date to avoid late fees. We request the rent be paid by check or money order. Checks returned by the bank marked “Insufficient Funds” will be treated as non-payment of rent and a \$25.00 returned check fee will be charged. The \$25.00 returned check fee is separate and apart from the rental payment. Any tenant who has an insufficient funds check will be required to pay with a money order for the remainder of their tenancy.
2. Office Hours – The Resident Manager’s office hours are posted. Please call all service requests into the office during regular office hours. If an emergency should arise after office hours, report it immediately to the Resident Manager.
3. Insurance – Resident agrees not to use said premises for any purpose deemed hazardous by insurance companies carrying insurance thereon, and further agrees that the project has no liability toward residents’ personal belongings in case of fire, theft, or other disasters or any damage caused by breakage, leakage, or obstruction of pipes, or from latent defects not known to the owner. Resident is responsible for obtaining insurance against these occurrences. Resident is responsible for and is encouraged to obtain renters insurance.
4. Mailbox key and door keys – will be provided for each unit. Upon termination of the lease, all keys must be returned to the manager. A \$50.00 charge per lock will be levied if no keys are turned in upon move-out. There will be a \$50.00 charge per lock if resident requests locks to be changed during residency. A \$5.00 charge will be levied for any missing keys or lost keys during tenancy.
5. Damage - The cost of damage to the apartment, furnishings, and appliances from misuse or harmful cleaning materials shall be borne by the resident.
6. Lock Outs - The Manager will unlock your door during regular office hours. If a resident is locked out of their apartment outside of office hours, they should first contact the maintenance technician for access. If that person is unavailable, the resident should contact the property manager. There will be a \$25.00 service charge for any after hour lockouts. The fee is to be paid at the time you are let into your apartment. A photo ID will be required as proof of identity prior to the door being unlocked. If a member of the management staff is not available, the resident may contact a locksmith to have the door unlocked at his/her own cost. Residents are not allowed to change the locks without prior authorization from management. Management must be provided with keys to any/all resident-installed lock(s) or deadbolt(s) and reserves the right to rekey the lock in question.
7. Moving - Moving of furniture to and from the apartment should be scheduled between 8am and 8pm. Please inform the resident manager of your moving plans and be sure to arrange with your moving company to dispose of all crates, barrels and packing boxes used in moving. Trucks and/or other moving vehicles are not permitted on lawns.
8. Signs and/or Flags-are not to be placed on the entry doors, patio doors or windows of the apartment at any time without the prior written consent of the owner.
9. Entrances and Hallways- (Where applicable) In compliance with the local fire code, trash, toys and bicycles and carts are not to be left at the entrances or hallways at any time. Riding bicycles on sidewalks or through the breezeway is prohibited.
10. CONDUCT – Residents are responsible for their own and their family member’s behavior and any damage they may cause to the property. Persons needing supervision, or who are unable to care for themselves or think for themselves, unable to vacate the premises in case of an emergency, or unable to comprehend

questionable or dangerous situations are, under no circumstances, to remain unattended on the premises at any time. Residents, their family members and guests are not permitted to loiter in halls, stairways, parking areas or anywhere in or around the buildings where they may endanger themselves or unnecessarily disturb other residents. Public intoxication or disturbing the peace and quiet of others will not be tolerated and management reserves the right to terminate the lease with lawful notice. Organized games or sports are prohibited on the lawns, sidewalks, etc. Designated play areas must be used. All personal items or belongings are to be stored in the apartment and bicycles stored in the bike rack.

11. Exterior Entrances – (Where applicable) the outside doors should be closed and locked at all times. Door to door soliciting is not permitted. Residents are requested to notify the resident manager when solicitors or other unauthorized persons appear in the building. If the unit has a storm door, do not deliberately or negligently destroy, deface, damage, impair or remove any part of the storm door, or knowingly permit another resident, guest or invited party to do so. Assure the storm door(s) are latched closed and not left in a partially open position. If the door is not latching properly, immediately notify management personnel so that a repair can be made. Colored bulbs in exterior lights are prohibited.
12. Guests- Resident is responsible for the actions of their guests when visiting on the premises. Management reserves the right to bar a guest's presence on the property if that guest does not meet the property's Tenant Selection Criteria, or for any other reason management determines affects the health, safety or ability of residents to enjoy the property. This determination shall be within management's sole discretion. Overnight guests are welcome, however, they must abide by the lease terms, rules and any addenda. If an overnight guest requires an assistance animal during his/her stay, it is requested that the resident notify site staff of that assistance animal's presence with a description of the animal. The guest who requires an assistance animal must be able to produce proof of current vaccinations (ie. rabies tags) at all times while the assistance animal is on the property.
13. Smoke Alarms – Smoke alarms are provided in each unit. A battery has been provided prior to move in and it is your responsibility to keep a working battery in it at all times. If the apartment contains a smoke alarm that is hard wired (wired direct) and if it does not function properly, it is the responsibility of the resident to inform the office immediately.
14. Crime Free /Drug Free Household - Resident, any member of the resident's household, guest or other person under the resident's control shall not engage in criminal activity, including drug related criminal activity on or near said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution or use of a controlled substance (as defined in Iowa Code Chapter 124).
 - a. Resident, any member of the resident's household, guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, threatening or intimidating behavior, including drug related criminal activity, on or near the said premises.
 - b. Resident, any member of the household, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
 - c. Resident, any member of the resident's household, guest or other person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (as defined in Iowa Code Chapter 124), at any location, whether on or near the dwelling unit premises or otherwise.
 - d. Resident, any member of the resident's household, guest or other person under the resident's control shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating behavior, assault, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardize the health, safety and welfare of the landlord's agent or other tenant or involving imminent or actual serious property damage.
 - e. VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND JUST CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of these provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good and just cause for termination of the lease under Iowa Law. Unless otherwise provided by law, proof of violation shall not require criminal conviction.
 - f. In case of conflict between provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

15. Household Contact Form - Residents agree to complete and return the "Household Contact" form on an annual basis. Forms not received by management could result in a violation of this addendum and a non-compliance notice may be issued.
16. Smoking – Smoke damage from cigarettes or tobacco smoke is not considered normal wear and tear. If resident, family members, or guests smoke inside the unit, resident will be billed for all charges related to ridding the unit of smoke smell, upon move-out. This includes, but is not limited to, carpet cleaning, painting, cleaning charges, replacement of carpet and pad, floor sealer, and/or all charges related to unit restoration.

Section 2 – THE APARTMENT UNIT

1. Pets shall not be allowed in the apartments or on the grounds without the owner's written permission.
2. Interior- Repairs to the interior of the apartments and appliances are a responsibility of the management. Only the maintenance technician or a contractor, approved by the management, is permitted to do this type of work.
3. Wall Decoration- Hanging of pictures, mirrors and other wall decoration is allowed provided that they are hung with small nails. Double face tape is absolutely not permitted. Wallpaper is not permitted.
4. Windows – Residents will be responsible for broken windows caused by their neglect.
5. Loud Noise – All residents should be considerate of their neighbors and refrain from making loud noises inside the unit or on the property grounds that will disturb the other residents. It is requested that no unnecessary noise be made after 10 pm or before 8 am.
6. Window Coverings have been installed in each window; they are not to be removed.
7. Cleaning – The apartments are thoroughly cleaned prior to occupancy. The resident is expected to leave the apartment in the same condition, in which it is found. The resident is responsible for maintaining clean and sanitary conditions within the apartment unit. Damage done to carpet caused by cleaning by the resident or by any unauthorized cleaning contractor will be charged to the tenant. Management reserves the right to make periodic inspections of the apartment, with prior notice to insure that the desired standards of maintenance and cleanliness are maintained. If deemed necessary, charges for cleaning will be applied to your account when you vacate.
8. Preventative Pest Control Measures – Do not store clothing and other items in cardboard boxes. Avoid stacking and accumulating old newspapers, magazines, paper grocery sacks or bags. Beverage cans and bottles should be rinsed out with water immediately after they are emptied. Return bottles and cans on a frequent basis. Immediately following a meal: rinse dishes, pots, and pans and wash as soon as possible. Wipe food spills from the table, countertops, stovetop, and floor. Remove trash and garbage from your apartment on a regular basis. Store grains (rice, cereal, etc.) and other such foods in sealed, airtight containers. Periodically, pull your refrigerator and stove out from the wall. Vacuum around coils, motors, and the backs and underneath these appliances. Wipe clean all exterior surfaces with warm soapy water. Before moving appliances back into place, thoroughly clean floor and wall surfaces and under and behind these items. Periodically remove light fixture covers and clean with warm, soapy water. Regularly vacuum all carpeted areas to avoid any accumulation of food crumbs in carpet. Keep up your laundry on a regular basis. Do not allow large piles of dirty or wet/damp clothing to accumulate.
9. Plumbing – Residents will be responsible for the cost of unblocking stools and drains, unless stoppage is due to defective plumbing. The following are major causes of clogged drains: Insecticides, household paint, gasoline, acids, kerosene, kitchen grease, rags or paper towels, candles or wax, excess hair, motor lubricating oil, large lumps of toilet paper or paper products, any toxic chemicals, toothbrushes, picnic items such as plastic utensils, coffee grounds, tea bags and eggshells. The items above are damaging and are hard on drains and drain pipes. They make sewage treatment more difficult and increase operating and maintenance costs. By avoiding the placement of these items down your drains you can keep plumbing in good working order. Failure to follow the above guidelines may result in applied tenant charges and billing for damages and repairs. Use only non- abrasive cleanser on all bathroom fixtures (tub and sink)
10. Christmas Trees – Because of the fire hazard, live Christmas trees are not allowed on the premises
11. Painting – Newbury shall repaint occupied apartments provided residents have resided in the unit four years and sign the proper release forms. Residents may have their apartment painted at their own expense before the four-year residency requirement provided that it is painted the same color and painted by a professional painter approved in advance by Newbury Management Company.

12. Outdoor Barbecuing or grilling- Gas grills will be permitted on concrete patios only. No grills allowed on any balcony or wooden deck. All grills must be attended by an adult at all times, when in use. All fuel cylinders shall be stored outside, not in any storage area and should be chained up to prevent tampering.
13. Clothes drying – shall only be permitted in designated clothesline areas or in dryers. No clothes drying is permitted on patio fence or balconies. Resident shall not install any clothesline.
14. Fireworks - due to the fire and safety hazards associated with their use, fireworks, though legal to possess and/or use in the state of Iowa, are expressly banned from use and/or possession on the premises.
15. Thermostats - if your unit has a digital thermostat, working batteries have been provided upon move-in. It is the tenant's responsibility to replace them as they expire throughout the course of tenancy and keep the thermostat in working order at all times. Additionally, to avoid frozen pipes and other temperature-related damages, during the winter months, please do not set your thermostat to less than 55 degrees fahrenheit at any time. Damage caused to the unit due to tenant's neglect of the thermostat or failure to set it at an appropriate temperature for the outdoor temperature will be charged to the tenant.
16. Wall-Mounted Televisions - Tenants may mount a flat screen or flat panel television to the wall, however it must be secured to studs with fixtures (brackets, bolts, etc.) sufficient to hold the television's weight as to not cause damage to the walls and/or compromise the integrity of the drywall. Any repair costs incurred to repair damage caused by insufficient fixtures and/or improper mounting of the television will be charged to the tenant.
17. Snow Removal - Newbury Living and/or its authorized subcontractor(s) will remove snow from all parking areas and sidewalks. Snow will be removed up to the threshold of the primary entrance to each residence. The resident is responsible for clearing snow up to the secondary entrance of their unit and from the patio of the unit, if there is one, and should they choose to do so. If they choose not to remove snow and/or ice from the secondary entrance and/or patio, the household uses it at their own risk.
18. Move-Out Inspection - At the point where your household vacates the apartment, a move-out inspection will be conducted by the site staff. You are encouraged to be present, but it is your choice. The cost for normal turnover processes, including carpet cleaning, minor apartment cleaning and painting will not automatically be deducted from the security deposit. If there is extra cost incurred above and beyond the normal cost, that overage will be charged. Site staff will take photos and/or video of any and all damages beyond normal wear and tear. Beginning July 1, 2018, any/all standard charge sheets previously given to residents and used to assess damage costs will be null and void. Beginning July 1, 2018, you will be charged the actual cost of the repair including parts and labor, whether that repair is done by site staff or an outside vendor. Labor billed by site staff will be at \$25 per hour with a 1-hour minimum. The cost of repairing damages beyond normal wear-and-tear will be taken from your security deposit. You will be invoiced for any costs above and beyond the security and/or pet deposit(s).

SECTION 3 – APPLIANCES

1. Disposal- it is recommended that the cover be kept in the drain position when not in use to prevent foreign materials from accidentally dropping into the waste disposal unit. In using your disposal, be sure that you have the cold water turned on. It is important to have a sufficient flow of water to flush wastes through the drains. Do not put the following in your disposal: bottle caps, glass, pins, crockery, rags, string, paper, wire bread wrappers, banana peels, celery stalks, fibrous foods, cabbage, turkey, onions, coins, spaghetti or noodles, chicken fat, coffee grounds, crockery, uncooked beets, grease, bones, or silverware. If the disposal should not operate, push the reset button until it clicks – turn on the cold water and turn the electric switch on. If the unit does not operate, call the resident manager's office for service. Any damage or cost for repairing the disposal because of negligence will be charged to the resident.
2. Refrigerator/Freezer - Your refrigerator and freezer may require defrosting regularly from preventing frost build up. Do not use a sharp instrument to pick or scrape off the ice. Do not overfill or stuff your refrigerator and/or freezer. It will not perform as it should if/when it is packed or stuffed full. This inhibits airflow and reduces its cooling capabilities.
3. Appliances not permitted - Deep freezers, clothes Washers, clothes dryers, dishwasher, electric car heaters and electric space heaters are not permitted unless there is written permission from the landlord.
4. Air Conditioning – You must have written consent by management in order to install an air conditioner. The following rules shall be applicable: The resident may have a sleeve air conditioner installed in the living room of the apartment, at his/her own expense. An opening has been framed in each apartment living room wall and a sleeve must be installed (at resident's expense, if not already there) being exactly 15" X

26" in dimensions, which must be left when the said resident vacates the apartment. The unit must be 220 volt and a 10,000 to 12,000 BTU unit is recommended. Arrangement and approval for installation must be made in advance with Management. Air conditioner covers are required. Exterior covers must be the proper color and size to cover the exterior of the air conditioner. Residents will be responsible for furnishing and covering the air conditioning unit during winter months to prevent leakage of air into the rental unit. If the resident vacates an apartment, which has an air conditioning unit, the resident will be responsible for any damage caused in removal of the unit, improper installation, or replacement of the sleeve.

5. Washer and Dryer – (where applicable) All front-load washers are high efficiency and as such, only high efficiency (HE) laundry detergent should be used. Other detergents could cause overflowing and therefore water damage. If a stacking washer and dryer has been provided in the unit, do not overload the washer or dryer, as this could cause damage to the machines. Additionally, there is a support bracket that will break if the washer is overloaded, possibly causing the washer to fall and cause more damage. Please ensure that dryer vent lines are connected and in good working order at all times. Disconnected vent lines could cause heat or moisture damage to the dryer or the unit. Costs of damages and repairs associated with misuse of laundry equipment will be assessed to the resident.

SECTION 4 - LAUNDRY ROOM, COMMUNITY ROOM, AND OTHER PUBLIC AREAS

1. The use of laundry facilities is permitted between 8 am and 10:00 pm only unless otherwise posted.
2. Please remove all laundry from the machines promptly so other residents may use the facilities without undue delay.
3. Lint filters should be cleaned before using the dryers (Dryers will not operate efficiently unless they are cleaned after each load.)
4. Clothing, rugs, mops, and other articles of clothing shall not be hung in the laundry or community rooms.
5. The residents are requested to cooperate in keeping the community room and laundry room clean.
6. Residents shall have the right to free use, at his/her own risk of all other public areas and refuse use of the facilities to Non-residents of the apartment or if the resident or the guest of a resident fail to abide by the regulations established by the owner. Owner reserves the right to close any of the facilities, provided, however, owner shall not unreasonably close or withhold use of the facilities.

SECTION 5 – OUTSIDE GROUNDS

1. Resident will be responsible for damage done to sod, trees. Shrubs, flowers, mailboxes, windows, entrance doors and play equipment by their family or guest.
2. Residents have the right to maintain outside furniture and plants or cultivate flowers and small plants in the appropriate areas adjoining the apartment, provided, however, owner reserves the right to remove or require removal of any furniture or planting which, in its sole judgment, are unsightly, unsafe, or detrimental to the apartment community. Resident agrees to maintain the apartment and patio areas adjoining the apartment in a clean and orderly manner and resident shall not make any permanent physical changes in the apartment without the written permission of the owner.
3. A \$25 charge will be assessed to any residents found to be littering the grounds or neglecting to pick up after pets.

SECTION 6 – PARKING AND TRASH AREAS AND REFUSE

1. Trash receptacles are placed in the parking lots for deposit of trash and garbage. Please keep the lids on the trash containers closed and please help keep this area neat and clean.
2. We ask the residents cooperation in removing their automobiles from the parking lot for snow removal.
3. Changing oil and other repair work on vehicles, trailers and boats is not permitted on premises.
4. Vehicles not in operating condition will be removed from the premises at the residents' expense
5. Owners of vehicles, which leak oil or other substances, will be required to pay the cost of parking lot clean up or repair.
6. Trucks, trailers, busses, boats, or any other recreational vehicles may be parked only with the written permission of the management.
7. (Where applicable) Any vehicle without an official parking sticker or illegally parked vehicle will be towed away at the owner's expense.
8. Washing of cars on the premises is not allowed.

9. All vehicles parked in the parking lot must meet all requirements to operate on city streets.
10. Management reserves the right with proper notification to restrict the number of vehicles permitted in the provided parking areas on a per unit basis.

SECTION 7 - RESIDENCY

1. We reserve the right to determine what constitutes occupancy.

I have read the above Rules and Regulations. I understand and agree to abide by them. I understand that these Rules and Regulations are a part of the Rental Lease Agreement.

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Manager Signature Date