



Resident Handbook

Welcome to Your New Home!

MetroPlains Management LLC

Office Number:

Emergency After Hours:



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SECTION 1

MOVE-IN/MOVE-OUT PROCEDURES

A. The Application

For mutual comfort and protection, MetroPlains Management, LLC carefully reviews each resident application. The application becomes part of your Lease, as does this handbook. MetroPlains Management, LLC reserves the right to terminate the Lease and retake possession of your unit if false, incomplete, or purposely misleading information is given to us on your application.

B. Security Deposit

Your security deposit is not rent. It is a deposit to insure the fulfillment of Lease requirements. The security deposit must be paid in full prior to moving in. It will be used for payment of damages to the premises and for payment of other funds owed to the project under the terms of the lease. It is a violation of the law to use any portion of your security deposit for rent. Your security deposit will be returned to you as specified by state statute.

Generally, deposits collect simple interest from the date of move-in. When you move, your security deposit, plus interest (if applicable in your state), will be mailed to your forwarding address within the legally required time. If any or all of your deposit is withheld, you will receive a letter explaining the deductions made. The resident may be eligible for a refund of the security deposit **only** if the Resident has provided management with a one calendar month written notice of intent to move by the 1st day of the month in which the Resident plans to vacate the unit. Any damage beyond normal wear and tear will be deducted from the security deposit.

C. Subscription Fee

If you occupy a dwelling unit in a cooperative, you will be required to pay a subscription fee. The subscription fee must be paid in full prior to moving in. The subscription fee will be treated as a security deposit. MetroPlains Management, LLC will apply the same procedures as outlined above in reference to the security deposit.

D. Renters Insurance

We cannot stress strongly enough that you should secure renters insurance. Your personal belongings may be worth thousands of dollars, and neither the property nor MetroPlains Management, LLC will be liable for them. Obtain renters insurance to protect yourself against personal liability and to protect your belongings.

E. Notice to Vacate

Read this section carefully. MetroPlains Management, LLC finds that giving proper notice to move out is often misunderstood. Two full months and one day written notice is necessary, unless a shorter notice period is stated in the lease. Improper notice or no notice will result in forfeiture of your security deposit, unless otherwise stated in your lease and/or if applicable under state law. Please note that your move-out time will be by noon on the last day of the month.

The following EXAMPLE may help.

Timely Notice

If your Lease ends the last day of August, **written** notice to vacate must be received by MetroPlains Management, LLC on or before the last day of June.

Untimely Notice

If you fail to furnish the required written notice or no notice is received, the entire security deposit is forfeited, and you are legally responsible for any rent due through the remainder of the lease term or until a new Resident has been secured in your place, whichever comes first.

F. Inspecting Your Unit

The apartment you are moving into should be completely ready for occupancy. You will complete a Move-In Inspection prior to occupancy. The inspection will become part of your Lease.

The Resident is responsible to keep their apartment clean; use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended. Please be advised that management will inspect your unit at least annually; however management reserves the right to conduct inspections more frequently if deemed necessary. You will receive a prior written notice when such inspections are to be done. All units in the development are entered at such times. The resident agrees to permit management to enter the unit for the purpose of making reasonable repairs and periodic inspections. Management agrees to enter the unit only during reasonable hours and to provide reasonable advance notice of intent to enter except during emergency situations.

G. Move-Out Procedures

Once your notice to move has been received, MetroPlains Management, LLC will issue a move-out checklist to you. This checklist provides you with a list of items you are expected to complete before you vacate your unit. MetroPlains Management, LLC expects your unit to be clean and in good condition. Your unit will be checked against your move-in inspection for damage. **You will be expected to clean the carpet at your own expense using a professional service company.** All damages and extra cleaning required will be charged against your deposit, or billed to you if the amount is more than your deposit.

SECTION 2

REGARDING YOUR LEASE

A. The “Lease”

You have just signed the Lease. It is a very important legal document that protects both Resident and Landlord. Some of the most common questions asked about the Lease are explained below.

B. Rent Payment

Rent is due in full on or before the first day of the month. Cash is **never** accepted. Rent can be paid at the rental office or online at metroplainsmanagement.com. Checks cashier’s checks or money orders should be made payable to:

and mailed to:

If you mail cash to the office it will be returned to you and you may incur a late charge as a result of the delay in payment.

If rent is not paid in a timely fashion, MetroPlains Management, LLC can initiate eviction proceedings immediately. Acceptance of rent does not waive or forgive violations of the Lease. By accepting a partial payment of rent, MetroPlains Management, LLC does not waive its right to initiate court action for the unpaid balance of rent.

C. Late Charges

Unless prior accepted arrangements have been made, payments made after the 10th are considered late. Repeated late rental payments are lease violations and can lead to termination of the Lease Agreement. If payment is not received by the 10th of the month, a late fee in the amount of \$10.00 will be added on the 11th of the month.

The late fee will be considered additional rent due under the lease. In addition, a termination notice for nonpayment will be sent to you and eviction proceedings may be started. Continual late payments of rent (more than 2 per 12-month period), at MetroPlains Management, LLC discretion, will be grounds for termination.

D. Charges for NSF Checks

If the financial institution returns your check to MetroPlains Management, LLC for any reason, including but not limited to, insufficient funds, errors on the check or a stop payment order, you will be charged the bank fees resulting from the processing of the returned check. If your check is returned, the rent will be considered late and you will be required to pay a late fee.

The returned check charge and late fee are immediately due and payable as additional rent under the terms of the lease and will be considered liquidated damages for bookkeeping and clerical expenses.

Upon notice from MetroPlains Management, LLC, you shall replace the returned check and pay the additional rent with a money order, certified check or cashier's check. MetroPlains Management, LLC is not required to redeposit a returned check. Upon receipt of any returned check, MetroPlains Management, LLC reserves the discretion to require you to pay future rent by money order or certified funds. Two NSF checks within a 12-month period will be grounds for termination.

E. Reporting Requirements

The following changes must be reported to management immediately, preferably in writing, as a condition of continued assistance:

- Any adult household member becomes a student at an institution of higher education
- Any household member moves out of the unit
- Any addition to the household, including a proposed roommate or the birth of a child
- Any unemployed adult household member obtains employment
- Any employed adult household member loses employment or has a change in employer
- The household's income cumulatively increases by \$100 or more per month for a property that obtain Rural Development (RD) subsidy funds. You should also be aware that if your income changes by \$50 per month, management will begin the recertification process if you choose to request that such a change be made.

F. Recertification - Section 42 Compliance (if applicable)

As per your Lease agreement, Resident contribution and eligibility determination will be made by MetroPlains Management, LLC at least every 12 months. Failure to provide MetroPlains Management, LLC with the necessary verifications, or providing false or misleading information, will result in termination of occupancy.

MetroPlains Management, LLC will notify you 75-120 days prior to expiration of your lease of the requirement to recertify income for Section 42 compliance. You will be requested to complete an annual application form, an authorization form and third party verifications. MetroPlains Management, LLC will mail third party income verification forms. When all third party income forms are returned, MetroPlains Management, LLC will re-calculate your household income. Once MetroPlains Management, LLC determines household income, you will be requested to sign your lease renewal and tax credit certification forms. If all forms are not returned and signed within the stated time frame, your occupancy will terminate and you will need to vacate the property.

G. Payment Plan Policy

MetroPlains Management, LLC understands that on occasion there may be some emergency situation where a resident household is not able to pay its rent in full by the first day of the month. To better serve its residents in a consistent and efficient manner MetroPlains Management, LLC will allow two monthly payment plans per calendar year in accordance with the following terms and conditions.

1. Two payment plans will be allowed per calendar year for each resident household.
2. To set up a payment plan, the resident must contact the accounting office ON OR BEFORE THE FIFTH DAY OF THE MONTH.
3. Late fees will be added to any payment plan arrangement.
4. Residents will pay one half of the balance owed on or before the 5th day of the month. Residents will pay the remaining balance on or before the 20th day of the month.
5. To be valid, each payment plan must be written down by management, signed by the resident and returned to the accounting department for approval within 5 days.
6. Only the accounting department will be allowed to set up payment plans with residents.
7. Management will include all outstanding charges owing on the account.
8. Payment plans will not be approved if requested after the fifth day of the month.
9. Payment plans will never extend beyond the 20th day of the current month.
10. Management has the right to change or modify the payment plan policy at any time with or without notice.
- 11.

SECTION 3

GENERAL POLICIES

A. Community

As your family, friends and others drive by or into the community, they notice the landscaping, building exteriors and entries. We ask that you abide by our policies to help maintain this community attractive. Patios and the outside grounds must not be used for storage or drying of laundry. Toys, bicycles, skateboards, etc., must not be left outside overnight. Patio furniture is allowed on the patios, however, lawn chairs, etc., must not be left out overnight. Pools are allowed only in the back common areas, and are to be emptied every night to prevent lawn damage.

B. Occupancy

Only those listed on the Lease may occupy the apartment. The resident agrees not to sublet the unit and will use the premises only as a private dwelling. Business of any kind may not be conducted out of your apartment.

C. Guests

You are welcome to invite people to visit. We believe they will be impressed with your home and surroundings. Guests and visitors are expected to follow all handbook rules. You will be responsible for the actions of your guests at all times while in the unit, in the building or on the premises. Any violation of the lease or the handbook by your family member or guest will be considered the same as a violation by you and is grounds for termination.

All guests must have their own separate legal residence. If occupancy by a guest is expected to exceed a total of 14 days/nights of stay within a forty-five day period, that person must be added to the Lease and shall be considered a permanent occupant. If the number of visits exceeds a total of 14 days/nights within a forty-five day period but the guest is not added to the Lease and the guest does not vacate, the Resident is in violation of the Lease and could face termination. If a person is to be added to the Lease, an application must be completed

and submitted to MetroPlains Management, LLC for approval. Should the guest elect to vacate, rather than be added to the Lease, the move must be permanent.

If MetroPlains Management, LLC suspects that you are housing an unauthorized person, you will be asked to prove that the person in question has a permanent residence elsewhere. Acceptable proof of other permanent residence includes:

1. Valid Lease with a valid rent receipt (for current month);
2. Copy of a utility bill for the current month showing the person's name and address;
3. A current pay stub showing name and address;
4. Current bank statement showing name and address; and
5. Car registration showing current name and address.

D. Courtesies to Neighbors - Noise

Quiet is to be observed after 10:00 p.m. on weekdays and 11:00 p.m. on weekends. We know that it is impossible to completely subdue all noises such as televisions, stereos and normal living sounds. We, therefore, ask that thoughtful consideration be given to your neighbors, especially during the late evening and early morning hours. Keep the volume of televisions, stereos, etc., at a level that cannot be heard in an adjacent unit or hallway. Do not yell or shout in hallways, out of windows or up to windows from outside the building.

Excessive noise at any time is a violation of the rights of other residents. If you live in a multiple housing unit (townhouse or apartment building) and you are having trouble with noise from your neighbors, please try to talk to them. If talking to your neighbors does not solve the problem, call the Manager. Loud parties or acts which endanger others are prohibited.

E. Courtesies to Neighbors- Offensive odors

Activities that emit odors that are offensive to others are prohibited. This includes, but is not limited to, cooking activities. Failure to comply will be considered a material violation of the lease.

Disturbances

At all times during the lease of the unit, you must conduct yourself and require your visitors to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute breach of the peace. By signing the lease, you and your visitors agree:

- 1) Not to threaten, be violent toward, or harass in any way, another resident, a member of another resident's family, a guest of a resident, the owner or owner's agent, an employee of the management agent or a contractor of the management agent.
- 2) Not to act in a loud, boisterous, unruly or thoughtless manner so as to disturb the rights of the other residents or neighbors to peace and quiet.
- 3) Not to congregate in the hallways or the parking lot, nor sit on or near the front or rear entryway, nor knock on windows or throw objects at a window to get the attention of a resident.

F. Verbal Abuse

Verbally abusive language by you, your family member or guest directed at another resident, another resident's family member, a guest of another resident, the owner or owner's agent, an employee of the management agent or a contractor of the management agent will not be tolerated. This language includes use of profanity, sexual or gender references, racial and ethnic slurs or name calling.

G. Service Areas and Amenities (if applicable)

The playground, playground equipment, and common areas are provided for your convenience and enjoyment. Please comply with the following guidelines. If you have any questions, please contact MetroPlains Management, LLC. You will be responsible for abiding by the individual community rules regarding these

facilities and/or amenities. Please do not litter the grounds or common areas. Destruction, damage or defacing the unit, common areas, or project grounds will result in eviction.

Playground (where applicable)

1. Persons under the age of 10 must be under **adult** supervision.
2. MetroPlains Management, LLC and Owner are not liable for accidents.
3. Food and beverages are not allowed.
4. Smoking is not allowed.
5. Hours - 9:00 a.m. to 10:00 p.m.

H. Termination

Terminations will be done in accordance with the lease and the laws of the state. To be used as a warning for termination, MetroPlains Management, LLC will issue a lease violation notice after, but not limited to, the following occurrences:

- Destruction or tampering of property.
- Disturbing or harassing other Residents.
- Excessive noise from the unit.
- Drunk and disorderly conduct.
- Illegal or unlawful activities on the premises.
- Failure to maintain apartment or garage in a clean and sanitary condition.
- Leaving garbage, trash or other obstruction in a common area.
- Allowing unauthorized persons to live in the apartment.
- Failure to allow MetroPlains Management, LLC to enter premises.
- Failure to observe "Quiet Hours".
- Alterations or additions to the property not authorized, in writing, by MetroPlains Management, LLC.
- Failure to follow the lease or handbook rules.

I. Procedures to Request Reasonable Accommodation

Residents must request from MetroPlains Management a reasonable accommodation request form. Residents must then fill out the form, stating what kind of accommodation they are requesting. They must provide contact information for their medical or related provider. The resident must then return the form to MetroPlains Management, who will then send a verification of the reasonable accommodation to the resident's medical or related provider. The medical provider will be asked to verify how the actions taken by MetroPlains Management would be an accommodation to the resident's disability, and how the requested accommodation is needed to help the resident live in the housing unit. Once the forms from the medical or related provider are received back by MetroPlains Management, MetroPlains Management will make a final determination of approval or denial of the reasonable accommodation and notify the resident.

J. Obtaining Community and Public Transportation Schedules

Residents can obtain public transportation contact information under "Taxicabs" in the yellow pages of the local phone book. They may also call their local senior community center to find out information on any senior discount rates for public transportation services available in their area. Residents may also contact their local city office to receive more information on community and public transportation services and schedules.

K. Criminal Activity

Arrest or conviction of a member of the household for any criminal activity which would be cause for denial of an applicant, as listed in the Resident Selection Criteria, will result in termination of tenancy.

L. Controlled Substances

The resident or anyone acting under his/her direction or control agrees not to use the unit, the common areas or the development grounds to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with intent to manufacture, sell, give away, barter, deliver, exchange, distribute, a controlled substance in violation of state law. The resident acknowledges that a breach of the covenant contained in this paragraph voids his/her right to possession of the unit.

If contraband or a controlled substance manufactured, distributed or acquired in violation of state law is seized in the resident's dwelling unit incident to a lawful search or arrest, and if the resident has no defense under state law, the resident shall have no further right to possession of his or her dwelling unit and Management shall bring an eviction action against the resident, to regain possession of dwelling unit.

M. Alcohol

Neither residents nor their guests may consume alcohol on the grounds or in the common areas of any building in the development.

N. Keys and Lock Outs

You will receive your keys upon move-in. You are responsible for maintaining your own keys. Keys are not to be duplicated. If a key is lost or stolen, please contact MetroPlains Management, LLC. The Resident agrees not to install additional or different locks on any doors or windows without prior written permission from management.

Management will not unlock the unit door for anyone but the adult resident listed on the lease. If you request a lock change during regular business hours, you will be charged \$50.00 for each separate lock replacement. Individuals who are habitually locked out of their residence and ask for reentry during regular office hours will be charged a service fee of \$25.00 for the second time and each time afterwards. For entry after regular business hours, residents will be charged a lock-out service fee of \$75.00, plus any costs associated with changing locks. All lock out calls must be logged into the work order system.

When you move, all keys are to be returned to the Management Office. MetroPlains Management, LLC will charge you \$25 for each key not returned.

O. Water Beds

Water beds are not allowed.

P. Repairs and Damages

You will be expected to take good care of the unit including all appliances, equipment and fixtures. Sooner or later, something may go wrong in your unit. An appliance may not function properly or a faucet may leak. If this occurs, please contact your Caretaker or Manager. Remember, you may be charged for repair service if the situation was caused by your negligence, recklessness or misuse of property. Any cost in making such repairs shall be payable by you as additional rent under the lease. You will be charged for damages done by yourself, your household members or your guests while at the property. You will also be charged for all costs associated with afterhour's service calls that turn out to be non-emergencies. Repair charges are due upon demand by MetroPlains Management, LLC within 30 days after receipt of the Landlord's bill. We would like to maintain and repair items **before they** become worse, so please notify MetroPlains Management, LLC for maintenance.

Also, immediately notify the Property Manager of any suspected water leaks, moisture problems, or mold in the dwelling units or common areas.

Q. Pets

No Pets unless they are Service Animals in Accordance with Paragraph 4 of the Lease.

Please advise visitors of the pet policy so they can make arrangements prior to their visit. This means they may not visit, and you cannot "house sit" a pet temporarily. Do not keep or feed stray animals in the unit or on the property grounds. For your own safety and that of others, please notify MetroPlains Management, LLC immediately if you notice any stray animals on the grounds. This includes domesticated and wild animals.

The following exceptions apply:

- 1) Service animals prescribed for disabled residents are excluded from any pet policy prohibition.
- 2) Small caged birds (maximum of 2 per unit) and aquariums are allowed. Aquariums must be 25 gallons or less in capacity located on a safe, stable area in the unit. Damage caused by leakage or breakage from any aquarium will be charged back to you.

R. Use of Premises

Occupy and use the premises as a private residence and for no other purpose. Do not carry on any trade, profession, business, school, or course of instruction on the premises. This includes but is not limited to keeping roomers, lodgers, or boarders; operating a day-care center, consulting or examining clients or patients; selling, reselling or trading goods; grooming/training animals; teaching an instrument, vocal music, dramatics, or dancing; and performing or speaking for audiences.

S. Door-to-Door Soliciting/Selling

No door-to-door selling/soliciting, including that done by residents, is permitted within the building or development. Please notify MetroPlains Management, LLC immediately if you see anyone going door-to-door within the building or development.

T. Yard Sales (if applicable)

No yard, garage, tag, white elephant or rummage sales are permitted at any time or place at the property without prior permission from the owner. In general, however, permission will not be granted for individual sales. In some locations, approval has been given for an annual property sale in which residents may participate.

U. Subsidy Provided from Non-Agency Sources.

At times a resident may not have the ability to participate in the Rental Assistance program due to the fact that there may not be Rental Assistance available at the property. The resident is encouraged to seek outside agency help such as the Housing Voucher program. This program is usually available through the County Housing Authority Program. Receiving subsidy from an outside source will be considered as payment on rent. Non-payment of rent by an outside agency will be treated in the same manner as non-payment of rent by a resident.

V. Satellite Dishes: Residents may install satellite dishes at the premises under the following conditions:

- 1) Resident obtains written permission from Landlord,
- 2) the satellite dish is installed inside the unit or on a patio or balcony that is part of the unit,
- 3) the satellite dish is not larger than one meter in diameter,
- 4) the satellite dish is securely mounted and does not extend beyond the edge of Resident's leased premises,
- 5) installation and removal will not create damage beyond ordinary wear and tear,
- 6) Resident has the satellite dish professionally installed, and
- 7) Resident maintains liability insurance coverage. Satellite dishes cannot be installed on exterior walls or in common areas, including roofs and trees.

W. Smoking

Smoking is permitted in the apartment only. Resident understands and agrees that any damage caused by or related to cigarette, pipe, cigar, smoking or the burning of candles shall not constitute ordinary wear and tear. Owner may deduct from Resident's security deposit for all damages and/or costs for cleaning or repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the carpet and/or pads.

SECTION 4

SAFETY

A. Your Safety/Deliveries

For your protection, management personnel have been instructed not to let service technicians or delivery people into your unit, unless they have been hired by MetroPlains Management, LLC for contract work. Keep all doors locked at all times. Should you observe any suspicious activity or behavior in your community, contact the Caretaker, the Manager or the police.

B. Storage Areas (if applicable)

In accordance with the State Fire Codes, do not put flammable material or liquids in storage areas or garages. Do not store items that could create a hazard or danger to other Residents. Do not store anything on or near the furnace or water heater. Do not block the air intake vent located in the furnace area, and/or living area. This could be dangerous. Storage of gasoline, cleaning solvents or other combustibles in or around the premises is prohibited.

Do not store, possess or use any type of toxic, flammable or illegal substances including fireworks in the unit or anywhere on the property. The term “fireworks” includes, but is not limited to the following: firecrackers, torpedoes, skyrocket, Roman candles, cherry bombs, bottle rockets, M-80s, and sparklers. Failure to follow this section could result in immediate termination.

C. Smoke Detectors

The smoke detector(s) in your apartment are inspected to ensure proper operation when you move in and annually thereafter. Smoke detectors beep occasionally because they need cleaning or need new batteries. The cleaning of the smoke detector and replacement of batteries in the smoke detector(s) during occupancy is **the resident's responsibility**. If you need assistance cleaning the smoke detector, installing the battery or are having any trouble with your smoke detector, you **MUST** contact the office, caretaker or manager immediately.

DO NOT REMOVE OR LOOSEN THE COVERS OF ANY SMOKE DETECTOR. If the cover is not firmly attached, the smoke detector cannot perform its function. You must not intentionally disconnect your smoke detector. It is unlawful to tamper with or disconnect a smoke alarm. This will be considered a severe safety hazard and will constitute grounds for eviction. Should there be a problem or fire related to such disconnection, you will be liable for any cost associated with repair. You **MUST** notify the office, caretaker or manager immediately if it is not working properly.

Smoke detectors found to not be functioning upon inspection will result in a charge to the resident that will be required to be paid within a 30-day period from the date of the Landlord's bill.

D. Barbecuing (if applicable)

Fire codes prohibit barbecuing on balconies, patios, porches, under doorways or under roofing. These regulations must be observed. Common sense goes a long way in barbecuing safely. Barbecue 15 feet from the building, and never leave it unattended. Use only a grill with a cover. Grills cannot be used inside a unit or inside a garage. If barbecuing techniques are observed to be unsafe, or if they inconvenience neighbors, MML will be required to prohibit barbecuing on an individual basis.

E. Traffic Speed

A five-mile-per-hour speed limit must be observed in parking lot and driveway areas. Be exceedingly careful when backing up.

The driveways and parking areas can be dangerous. Please do not allow anyone under your control to play in these areas. Children must be supervised by an adult when they are in the common areas. Big wheels, tricycles, sleds, etc., must not be **stored** on the sidewalks or grounds around the property.

F. Holiday Trees

Please be advised that some municipalities do not allow live trees to be brought into buildings. Check regulations with MetroPlains Management, LLC or the local fire department. However, if live trees are allowed in your community, please be careful! Electric lights on tender dry needles create a distinct fire hazard. Bag or wrap your tree when bringing it into the building and before removal. Dispose of your tree as soon as possible after the holiday. Check with MetroPlains Management, LLC on holiday tree responsibilities and removal policies and procedures.

G. Appliance Use

Use all appliances, fixtures and equipment in a safe manner and only for the purpose for which they are intended.

H. Entering & Exiting Building

If so equipped, your guests and visitors are required to use the front security door buzzer system to gain entrance into the building. You must identify the person before "buzzing" them into the building. Only permit your guests and visitors to enter the building and do not allow anyone else to follow them through the entry door ("tailgating"). Do not prop open any entry door of any building at the property. Do not use windows as a means to enter or depart from the building except in the case of an emergency. Guests must not knock on windows nor throw any objects at a window to get the attention of a resident. Screens shall not be removed from windows without written permission from MetroPlains Management, LLC. Packages or other items may not be passed through windows.

I. Hallways & Common Areas

Building entrances and passages must not be obstructed or used for storage of bicycles, toys, strollers, chairs, etc. Such obstruction is a fire hazard. (if applicable at your community).

J. Snow Removal

Garages must be kept closed during the winter months to prevent snow from entering the garage unit. The resident is responsible for removing snow from the interior of their garage unit. It is also the resident's responsibility to remove snow 2 feet from their garage door or private apartment entryway. Failure to comply will be considered a material violation of the lease.

SECTION 5

EMERGENCIES/ MAINTENANCE SERVICE

A. Emergency Procedure

In the event you have an emergency maintenance problem, call the Caretaker or the MetroPlains Management, LLC Management Office. You may reach a recording. If so, it should give you complete instructions on what

to do. In case of physical injury or other personal emergency, contact the police department first then MetroPlains Management, LLC.

B. Emergencies

A real emergency exists when the following occurs on or about the premises:

1. Flooding caused by plumbing breakdown.
2. Back-up of sewer line.
3. Lack of heat in winter.
4. Damage caused by wind, storm or fire.
5. Burglary or other serious disturbance.
6. Serious electrical failure or short circuit.
7. Personal injury to a Resident or guest.

Any and all of these items must be brought to the MetroPlains Management, LLC's attention **IMMEDIATELY!**

C. Maintenance

Repairs are scheduled by MetroPlains Management, LLC and are performed during normal business hours, except for emergencies. To be sure repairs are made in a timely manner, please complete a Maintenance Request form. This form may be obtained from and given to the Caretaker or Manager. Do not tell a maintenance person walking through the building your maintenance request. The work order must be logged into the work order system.

After your work order has been received, such a maintenance request will be deemed permission to enter the unit to complete the work. Neither the maintenance person nor the Manager will contact you to arrange a specific time to enter your unit. A card/or copy of the work order will be left by the maintenance person when the work is done.

D. Plunger

You will need to keep a plunger on hand in the event your bathroom toilet should clog. If maintenance or a plumber is summoned, merely to unplug a toilet, that expense will be charged back to you. If you have tried plunging your toilet and it still will not flush, then call MetroPlains Management, LLC.

E. Light Bulbs

Light bulb replacement is the Resident's responsibility. The light fixtures throughout the unit are rated for 60-watt incandescent bulbs only. Do not under any circumstances use bulbs with wattage higher than 60 watts. Fluorescent fixtures in the unit are rated for 40-watt tubes.

F. Air Conditioners

Residents must use air-conditioning in a reasonable manner and must follow Management's guidelines and instructions on its use. If air-conditioning is not installed in your unit and you want to install one, you must check with the Manager first to determine if you are allowed to do so.

In some cases, air conditioners may be installed in units when you pay your own electricity. However, the air conditioner must have proper sleeve and/or braces for holding it safely in place. Any installation of air conditioners must be approved by management staff and the work must be completed by a professional service technician. If your air conditioner is improperly installed, management will require that either you remove it or have it re-installed.

If you do not pay your own electricity in your unit, you may be able to install an air conditioner. You will need to pay an additional charge with your rent for the additional electric consumption. This amount will be determined annually. Contact the Manager for further information.

G. Decorating

You must obtain written permission from management before making repairs, modifications or improvements to the unit. When you move from the unit, all modifications or improvements shall become the property of the owner. Use small nails not "stick on" hangers when hanging pictures or other objects on the wall. Do not put hooks in the ceiling. Painting or installing curtain rods may not be done without permission of the Manager. The unit must be left in its original condition at the time you move out. Wallpapering and contact paper on the wall is not allowed.

H. Grounds Maintenance

If you have a separate entrance, you are responsible for snow and ice removal from all walks and steps immediately adjacent to the unit. Should snow removal not be completed in regular or timely fashion, MetroPlains Management, LLC will arrange for the work to be done and you will be charged for services. If you reside in a multi-family development, the grass cutting may not be a resident responsibility, however, you will be expected to keep the grounds clean and to remove snow from the sidewalks and steps. Continued negligence of the grounds is considered a reason to terminate the lease.

I. What to do in case of a Building Emergency

In case of an emergency, please refer to the following:

- ✓ Be aware of the exit doors in your building. Know where they are and know the closest stairway to your door.
- ✓ Know where the basement is and how to get to it.

FIRE: In case of a fire, the following are suggestions based on information from the National Fire Protection Association.

- Maintain the smoke detectors. Do not disconnect or disable the smoke detectors which are installed in your home.
- Make an escape plan in case of fire. Plan two ways out. (Example) stairways, windows. Be sure you can unlock locks quickly. Use the stairway to leave the building. Never use the elevators. Make sure in advance that you do not have furniture or other items blocking either escape route.
- Get out fast. Call the fire department after you are out of the building.
- Meet at the front of the building where the fire department will arrive. Report to the person in charge so that all building residents can be accounted for.
- Do not re-enter the building until the fire department approves re-entry.

If you are in the building and suspect a fire, following the following precautions:

- Crawl low, under the smoke. Smoke contains gases and is hot so it will fill the room at the top first. If you must exit through smoke, crawl to the nearest exit.
- Test Doors before opening to make sure there is no fire on the other side. Test all areas of the door. If it feels cool, exit. If possible, close the door behind you to slow the spread of smoke or fire.
- If it is safe to exit, cover your nose and mouth with a moist cloth and exit quickly.
- If you cannot exit, close the doors between you and the fire. Stuff the cracks around the door. Place a light colored cloth out of the window to alert the fire department. Stay at the window to allow exiting from the window with the assistance of the fire department.

Only open windows to let in some fresh air, not enough to change the air pressure so that smoke enters from outside the room. If smoke enters, close the windows.

TORNADO: In case of a tornado, go to the basement of the building (if there is one). Stay away from windows. Do not remain in your apartment. Stay in the basement until the threat of the storm has passed.

TO AVOID FIRES:

- DO NOT SMOKE IN BED.
- CHECK FOR FRAYED OR HOT WIRES OR ELECTRICAL CORDS. DO NOT USE THEM UNTIL REPAIRED
- KEEP CLOTHING FROM COMING IN CONTACT WITH A FLAME OR HEATING ELEMENT. DO NOT WEAR LOOSE FITTING CLOTHES WHILE COOKING.
- DO NOT LEAVE FOOD COOKING ON THE STOVE WHEN YOU LEAVE YOUR HOME OR GO TO SLEEP.
- DO NOT DISCONNECT SMOKE DETECTORS.
- KNOW WHERE YOUR FIRE EXTINGUISHER IS AND KNOW HOW TO USE IT.
- DO NOT STORE FLAMMABLE SUBSTANCES IN THE BUILDING.
- DO NOT USE YOUR STOVE OR OVEN TO “HEAT” YOUR APARTMENT

J. Renter’s Insurance: Management recommends carrying renter’s insurance to cover your personal belongings. Personal property is not covered by the landlord’s policy.

SECTION 6

ENERGY CONSERVATION AND UTILITIES

A. Energy Conservation

Energy conservation results in lower utility bills which benefits both you and the owner, regardless of who pays the utilities. Energy conservation is also consistent with our nation’s goals. Please help by turning off lights, closing and locking windows and properly adjusting thermostats.

B. Heating

Please keep the following energy conservation measures in mind. During the heating season, we recommend you keep your thermostat turned to a reasonable level. Be sure your windows and doors are closed. Heating pipes may freeze and break if a window is left open or heat is turned off in your apartment. We appreciate your help with energy conservation.

Periodically during the winter months, you may notice frost or ice forming on your windows. Generally, this condition is a result of cooking, a high humidifier setting or lack of air circulation. Ice on your windows will damage the window frame and surrounding walls. If frost begins to form, turn your humidifier off until the frost disappears. Using your kitchen and bathroom exhaust fans will help alleviate this problem.

C. Garbage Removal

All garbage must be tied in plastic bags and put into the trash containers with the cover firmly closed. Upon removal from your apartment, dispose of trash immediately. Garbage must not be left in the laundry rooms, outside buildings or in the hallways and common areas. If you live in a townhome development and you have individual containers, keep your containers in the garage, until the **evening** before pick-up. If curbside service is provided at your property, you will be responsible for assuring that collection is possible by placing the garbage containers in the correct locations for pick-up. Please use the receptacle provided by the waste management company. Please note that any additional items i.e. Christmas trees, furniture, etc. are your

responsibility. If an additional collection fee is charged for the pick-up of furniture or appliances, etc., you will be charged individually. It is important that only individuals who can reach the top of the trash container carry out the trash.

Please sort your plastic, glass metal and paper items before putting them in the recycling container provided by the waste company. Remember to rinse bottles and glass before placing them in the recycling container. Recycling is important to the ecology. Please recycle in the containers provided.

Please do not litter the grounds or common areas.

D. Laundry Room (if applicable)

Coin operated laundry is provided for Residents only. Please remove clothing from machine promptly and clean the machine after each use. Do not use dye in the machine. Please report any malfunction to management. All residents are expected to clean up after themselves when finished using the laundry room. This includes wiping out the washing machine, removing lint from the dryer and depositing debris in garbage cans provided. If your property has a committee responsible for cleaning the laundry room be sure to check for your specific guidelines. If you have been issued a laundry room key, do not lend the key to others. Doing so, may result in losing laundry room privileges.

SECTION 7

CREATING A HEALTHY, ENVIRONMENTALLY-FRIENDLY HOME

Incorporating environmentally-friendly practices into your home and daily lifestyle not only benefits the health of our planet, but also brings with it many personal benefits. By practicing simple steps of recycling and utility conservation, you can save money each month on your bills and expenses. Switching to non-toxic cleaning chemicals can improve the health of your home by eliminating toxic materials from emitting into the air and into your body. By following the steps in this handbook provided, you can easily create a healthy and environmentally-friendly living space for yourself and your community.

A. A Bright Idea: Compact Florescent Light Bulbs

By switching the light bulbs in your home from incandescent to compact florescent bulbs, you can greatly cut back on the amount of energy your household consumes. By switching from a standard incandescent bulb, you will use approximately 70% less energy for nearly the same amount of light output. Efficient light bulbs normally last about 10 times longer, reducing the amount of times you will need to purchase and change bulbs. This is a great, easy way to cut down on your energy consumption and save money on your electric bill.

It is also important to turn off lights whenever you're leaving your apartment or are not using that room. Make it a note to turn off light switches as you leave a room, and over time it will become a natural habit.

B. Breathe Easy: Nontoxic Cleaning Products

Cleaning your home is an important part of an everyday routine in staying healthy, however many cleaning products emit toxic gases into the air which are not only bad for the environment, but could also be bad for your health. Many cleaning products contain volatile organic compounds, which can evaporate and emit harmful gases into the air. The use of these products can be a particular hazard for those with asthma, allergies, or other respiratory problems. Some cleaning products can lead to headaches, eye, nose and throat irritation, nausea, dizziness, vomiting, or even cancer and other chronic illnesses. By replacing these harsh cleaning products with nontoxic formulas, you can avoid polluting your home with hazardous materials. Some very basic household items can even be used as a multi-purpose cleaning agent. The following provides an example of a non-toxic,

all-purpose cleaner made from combining everyday household products. This recipe can be used to clean many surfaces including floors, walls and countertops.

Combine in a plastic spray bottle:

1 quart warm water

1 teaspoon liquid soap

1 teaspoon borax

½ cup undiluted white vinegar

C. Be a Saver: Conserving Energy and Water

Environmentally-friendly and cost-saving practices can be easily incorporated into daily activities, from showering to doing laundry. Little changes in your routine can make an immense difference over time, saving gallons of water a year and hundreds of dollars in energy savings.

Some Water-Saving Practices:

- Cutting down your shower time. If you shower every day, you can easily save a thousand gallons of water a year by cutting the time you run the water by just 60 seconds.

Helpful Tip: Make sure everything you need for your shower is close at hand before you turn the water on.

- Make it a habit to turn off the water while you are brushing your teeth. Running the water while you brush lets 5 to 8 gallons of fresh water go to waste down the drain. If you double that for your morning and nighttime routine, that adds up to several thousand gallons of water a year. That's a whole lot of water!
- If you are doing dishes by hand, don't wash and rinse under a running faucet. Fill the sink up with just enough water to wash, buy an in-sink rack to load your soapy dishes, and rinse them all at once by pouring hot water on top or by using a hand-held spray nozzle. If you are using a dishwasher, use the shortest cycle when possible. If you skip the pre-rinse cycle before loading your dishwasher it can save up to 20 gallons of water per load.
- Have a leaky faucet or toilet? Notify maintenance to fix this problem as soon as you discover it.

Some Energy-Saving Practices:

- Turn off lights and electronics whenever you are not using them or are leaving your apartment. Plugs in the wall outlets are like energy vampires, they keep draining energy even when the electronic device is turned off or not being used.
- Make sure the temperature in your apartment is comfortable and the heater and air conditioner is not set too high. Do not leave windows open if you are running the heat or air conditioning. Heating and cooling the room at the same time wastes energy. Also do not place furniture in front of or blocking the heater or air conditioner. This prevents heat from entering and circulating the room.

Rule of Thumb: The highest temperature that a thermostat needs to be set in the cooler months is 68-70 degrees. During the summer months, keep blinds closed to block out excess heat.

D. Recycle, Reduce, Reuse: 3 Simple Steps

Recycling is an easy and important contribution you can make by participating in each day in your home. By recycling materials, you avoid dumping excess trash into landfills that goes to waste. They can instead be recycled and eventually turned into new recyclable products. Once you set up a recycling routine, it will become an easy, everyday process. Check with your local recycling center for information on recycle bins, what items are collected, and pick-up times.

What can you recycle? The following is a list of everyday recyclable material.

- Newspapers- recycling a four-foot stack of newspapers saves the equivalent of a 40-foot tall fir tree.
- Magazines, phone books, envelopes, computer paper and paper packaging are all recyclable materials.
- Cardboard boxes
- Plastic bottles and aluminum cans

Tip: Make this a family-friendly project. Decorate and color coordinate different containers for each recyclable item category. Example: create bins for each plastics, papers, newspapers etc.

Get Crafty: Want to eliminate the excessive amount of paper and plastic bags that build up after your shopping trips? Invest in cloth, reusable bags. Many craft stores sell canvas bags that you can personalize and use to pack your groceries. It's fashionable and ecofriendly!

Hazardous Waste:

Hazardous waste material should not be thrown in the garbage. They must be dropped off at the appropriate facility for safe disposal or recycling so that they don't contaminate the air, water or soil. Check with your local facility for more information on proper disposal.

What does hazardous waste materials include?

- Chemical cleaning supplies
- Batteries (all types)
- Florescent lamps, light bulbs
- Paint, paint thinners, primers, stains and other finishes
- Toxic glues and adhesives
- Medical/biohazard waste (including needles)
- Pesticides, herbicides, chemical fertilizers
- Computers, TVs, and other electronic equipment
- Printer/copier ink/toner
- Used motor oil

E. Conclusion: It Doesn't End Here!

The amount of things we can do to improve the health of the earth is endless. These are just basic tips to begin the transition towards a more environmentally-friendly lifestyle. Residents are encouraged to continue educating themselves on ways to go "green" and participate in other green activities. Share your knowledge and tips with your neighbors and fellow community members to create awareness and make a positive difference.

SECTION 8

HOUSEHOLD TIPS

A. Wall Hangings

Pictures, mirrors, etc. may be hung with appropriate hanging nails. Large nails, glue/tape, and hanging lamp/plant holders are not allowed. We do not allow holes to be made in doors/frames, cabinets, or windows.

B. Carpeting

Carpets are normally cleaned before Residents move-in. Any cleaning of carpeting during Residents occupancy is their responsibility. Care should be exercised with using appropriate containers for houseplants so as not to cause damage to the floor.

C. Toilets

Do not flush paper toweling, sanitary napkins, tampons, razor blades, bottle caps, and most important **no diapers**. These could cause a clogged sewer drain.

D. Bathroom: Fiberglass Tubs & Showers

Fiberglass tubs and showers can be severely damaged if abrasive cleaners are used. Use only non-abrasive cleaners on this type of fixture. Products tell you on the package whether they are safe. Damage to fiberglass will be charged to residents.

E. Kitchen Appliances & Counters

Stoves and refrigerators need regular cleaning. Refrigerators should be wiped out regularly and, unless you have a no-frost freezer, must be defrosted as soon as ice builds to 1/2 inch. Defrost freezers by emptying the freezer and turning off the refrigerator. DO NOT use knives or sharp objects to dislodge ice since you may damage the freezer. Allow the ice to melt and keep containers and towels available to prevent water from running on to the floor. Clean your oven regularly. Spills should be wiped out as they occur. Build-up of spills can cause fires in ovens or under burners. Wipe-up grease spills regularly. Do Not cut directly on your counter top; use a cutting board. Damages to counters will be charged to residents.

F. Carpet & Floor Upkeep

Vacuum carpet at least weekly. Using a broom to sweep the carpet is not sufficient. Ground-in dirt resulting from infrequent vacuuming shall be considered damage beyond ordinary wear and tear, and resident shall be responsible for such damage, which may include replacement of the carpet throughout the entire apartment.

Wash bathroom tiles and kitchen linoleum with mild cleaners. DO NOT wax a no-wax vinyl flooring.

Wood floors require special care. NEVER wax a wood floor. If you wax a wood floor which has had polyurethane applied, the floor must be completely re-sanded for new coats. This cost will be charged to residents. Furthermore, use only warm water and a mild soap or vinegar to clean wood floors. DO NOT use harsh cleaners. DO NOT allow water to stand in puddles: it can damage or warp the wood.

G. Ceiling & Floor Damage

Immediately report any sagging, warping, leaking, cracking, staining, holes or water accumulation related to the ceiling or floor to the Manager.

Residents and their visitors must not damage or disturb any part of the ceiling or floor in their unit in any way, including but not limited to: drilling and/or installing hooks, nails or other hardware in the ceiling; hanging plants, lights or any other object from the ceiling; allowing water to accumulate on the floor; or painting, repairing or making improvements to them.

Any damage the resident or resident's visitor causes to the ceiling or floor, including, but not limited to, damage caused by violation of the above, shall not constitute ordinary wear and tear. The resident shall be responsible for reimbursing the cost of repairing damage to the ceiling or floor for any damages that result as the consequence of resident's action.

SECTION 9

VEHICLES, PARKING AND GARAGES

In your community, rules are necessary to keep vehicles from creating a danger and/or nuisance to Management and Residents alike.

A. Maintenance

No one is allowed to wash their vehicle, change engine oil or perform any other maintenance on the premises. No major automobile repairs may be done within the garages, parking areas or confines of the property. Residents will be charged for any damages and clean-up related to vehicle rule violations (this includes oil leaks from parked cars).

B. Parking

When available, parking is reserved for resident vehicles. Only operable vehicles may be parked in the areas provided. Inoperable vehicles will be towed at owner's expense. No boats, recreational vehicles or trailers may be parked in the spaces provided for parking. "No Parking" areas must be observed.

In some cases, you will need to have a parking permit to park in the development's reserved parking lot. To obtain a permit, you must register the vehicle. Parking permits and additional parking information can be obtained from management when you register your vehicle. Registered vehicles must display a parking permit.

Please follow Management's directions on parking guidelines. Management will post notices when Residents must relocate or move cars for resurfacing, striping, etc. If you do not comply with such notices, your vehicle will be subject to towing at your expense.

C. Snow Removal & Parking

Generally, the parking lot will be plowed following a snow fall in excess of 2 inches after the snowfall has stopped. Residents must therefore observe the following: (Note: Certain sites have different policies. Please check with your manager for the specific policy at your development.)

- a) Whenever snowfall equals or exceeds 2 inches, all vehicles must be moved out of the parking lot within a specified time after the snowfall has stopped.
- b) Vehicles which fail to comply with this policy are subject to towing without further notice at their own expense.
- c) Any vehicle remaining in the lot prior to and during the snowplow's attempt to clear the lot (any vehicle which should have been towed but didn't get towed) will become fully responsible for any cost associated with moving/clearing remaining snow.
- d) Residents are responsible for observing city snow emergencies directing them as to when and where they can safely park on city streets.
- e) Vehicles are not allowed to park and block the passage through the main thoroughfare of the parking lot.
- f) Vehicles are not allowed to park in front of garages unless it is for the purpose of unloading people or packages, in which case, parking cannot exceed 15 minutes.

The only exception to the above procedures is in the case of excessive snowfall. Excessive snowfall is defined as snowfall that is so excessive at any one given time that the City plows are unable to promptly clear city streets and travel is not possible in most cases. Should this occur, residents will need to remain parked in the lot following the end of the snowfall until:

- a) City streets have been cleared.
- b) The snowplow has completed a sweep through the parking lot.
- c) Once both city streets are clear and initial sweep-through of lot has occurred, residents are responsible for removing their vehicles from the lot, so that a complete clean-out can occur.

Please notify MetroPlains Management, LLC, if you plan to vacation during the winter season and plan to leave a vehicle in the parking lot area. Arrangements will need to be made to move the vehicle for snow removal.

SECTION 10

SUMMARY

A. Summary

This booklet, its rules, policies, and guidelines are intended for the use of all Residents. The policies are by no means all inclusive, nor are they limited to these contained in this booklet. Additional rules and regulations distributed by MetroPlains Management, LLC are considered part of the general operating policies, and are an extension of this booklet and your Lease.

B. The Goal

The goal of this handbook is to make your home with us as comfortable as possible. We want our Residents to be satisfied, and it is our intention to do all we can to obtain your satisfaction. Each property managed by **MetroPlains Management, LLC** has a Resident retention program designed to obtain feedback and provide you with the best service possible. We encourage your thoughts, ideas, and suggestions on how we can better serve you. This could involve Resident activities, clubs or other programs which you feel will benefit your community as a whole.

C. Lease

If any item in this handbook conflicts with any lease or occupancy agreement provision, the lease or occupancy agreement will supersede this handbook.

D. Modification

MML has the authority to modify or amend this handbook at any time after providing the proper notice.

ACKNOWLEDGEMENT

I (we) hereby acknowledge that I (we) have received a copy of the “RD Resident Information” booklet (handbook) at the time I (we) moved into the development. I (we) must or continue to understand that I (we) must abide by the handbook guidelines.

Re: Complex: _____

Unit Number: _____

Acknowledged and Agreed:

_____ Date: _____

_____ Date: _____

I (we) acknowledge that I (we) have been advised that the property is not responsible for any damage to my personal property due to uncontrollable causes in their building(s) (i.e. fire, water, theft, vandalism, etc.)

_____☐

I currently carry renter's insurance

Company: _____

Expiration Date: _____

Policy Number: _____

_____☐

I choose not to carry renter's insurance, but have been advised of the consequences and personal liabilities.

Acknowledged and Agreed:

_____ Date: _____

_____ Date: _____