

# **RULES & REGULATIONS**

The following rules and regulations are for the benefit of all tenants and will be enforced. Our goal is to make this a happy and pleasant home for all who reside here. The cooperation of all tenants and their household members is expected and greatly appreciated.

## **RENT COLLECTIONS**

- 1. Rent is due and payable on or before the first day of each month.
- 2. If rent is not paid on or before the tenth day, a late fee not to exceed the higher of \$50 or an amount equal to 5% of the rental rate will be imposed after the tenth day of the month. A delinquent notice to pay rent and fees within seven (7) days will be delivered to the TENANT.
- 3. If rent is not paid within seven (7) days after the "7-day and Delinquent Rent Notice" has been delivered, eviction will commence.
- 4. Partial payment of rent will be accepted under extenuating circumstances only if the TENANT has made prior arrangements with the OWNER before the first of the month.
- 5. A \$30.00 administrative fee will be charged for checks returned by the bank for insufficient funds. This will be in addition to the late charge.
- 6. The terms of any rent extension will be spelled out in writing, signed by both parties and a copy retained by each. If the rent is not paid on the date set forth in the extension, the TENANT will be served an eviction notice as soon as possible.
- 7. Rent must be paid by cash, check, or money order.
- 8. The TENANT will either mail payment or make alternative payments arrangements with Owner.

Checks should be made to: Mailing Address: **Dunn Building, LLC** % Matt or Elizabeth Troyer-Miller PO Box 344 Wood River, NE 68883

9. TENANT will pay Court costs incurred for the collection of rents or due to eviction.

## **UTILITIES**

- 1. Water, sewer, refuse, gas & electricity services are provided.
- 2. The Tenant must contact the local Telephone Company for telephone service. If Cable TV or Wi-Fi is desired the Tenant is responsible for contacting a provider and setting it up.

### ANIMALS

1. Pets are not allowed in the units or on the grounds.



2. Only an approved service animal or assistance animal, with proper documentation provided, is permitted. In which case, a Service Animal or Assistance Animal Agreement must be signed.

#### ANTENNAS

1. No antenna of any description shall be installed on the buildings or hung from the windows.

#### GARBAGE

- 1. The TENANT shall deposit all garbage, trash, and rubbish in the receptacles provided by the OWNER.
- 2. Containers are to be kept at the location provided and in the designated space.
- 3. The local sanitation department will pick up the garbage on a regular basis.
- 4. Please keep the area around the garbage cans as clean as possible.
- 5. Large items that do not fit into the receptacles are the TENANT'S responsibility to properly dispose.

#### PARKING

- 1. Available parking in on 9<sup>th</sup> Street. You may be asked to park on side streets for city events, such as the annual city parade.
- 2. For snow fall greater than 2 inches, the city will require you to move your car to complete snow removal.
- 3. Park so you do not obstruct business entrances.
- 4. No car repair is allowed in street parking.
- 5. Inoperable or unlicensed vehicles or parts shall not be left in street pakring.
- 6. Two-wheel motor vehicles are subject to the same rules as automobiles.
- 7. RV's, boats, personal recreation vehicles, etc. are not permitted for parking beyond a 24-hour period on street parking and must be stored offsite.

### **APARTMENT MAINTENANCE**

- 1. The TENANT shall keep the premises in a clean and sanitary condition.
- 2. Apartment doors should be kept closed in consideration of other tenants. An effort should be made at all times to be considerate of other tenants, particularly with regard to loud television sets, music, or conversation, especially after 9:00 P.M. and before 9:00 A.M.
- 3. The TENANT, members of his household, and visitors shall comply with all laws and City Ordinances affecting the use or occupancy of the premises.
- 4. TENANTS shall not conduct nor permit loud parties or noisy activities in their dwelling, or in any manner create any disturbances, which cause annoyance or discomfort to other tenants or to the community.
- 5. The OWNER will not be responsible for any lost or stolen articles or personal property, including mail left with any employee.
- 6. Household or other property must not be stored outside the dwelling unit.

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- 7. When you are absent from your apartment, **all doors should be locked.**
- 8. Contents of your apartment should be adequately covered by renter's insurance.
- 9. TENANTS should notify the Property Manager before leaving on an extended trip.
- 10. TENANTS should notify the OWNER immediately when the Rules and Regulations are being violated.
- 11. The TENANT shall notify the OWNER promptly of the need for any repairs to the premises. Such problems requiring immediate notification may include plumbing leaks or malfunctions, and any problems with electrical outlets, switches, light fixtures, or appliances.
- 12. Preventive and corrective maintenance services will be provided in accordance with state and local codes.
- 13. TENANTS are responsible for replacing light bulbs in their apartments or appliances after initial occupancy. TENTANTS can contact OWNER for assistance, as needed, due to the tall ceiling height.
- 14. Plumbing, electrical or gas burning equipment shall not be used for any other purposes than those for which they are intended.
- 15. Flammables, gasoline, naphtha, solvent, etc., must not be kept in the dwelling unit.
- 16. The TENANT shall display no signs, nor any articles of any description be hung from the windows or doors or placed on the exterior windowsills. Nothing shall be thrown from the windows nor swept outside or thrown out the doors of any dwelling unit.
- 17. TENANTS are not to install additional major appliances unless approved in writing by the OWNER.
- 18. Parents are liable for any damage their children may cause.
- 19. Children's playthings must not be left on the sidewalks, or in the parking area. Personal property must be properly stored each day.
- 20. All items such as bicycles, tricycles, etc., must be kept in the individual's apartment.
- 21. Each TENANT will be responsible for damage caused by nails or pre-drilled wall hangers. Use Command Strips to hang wall ornaments.
- 22. Tubs and showers must be cleaned with non-abrasive cleaners to prevent damage to surfaces.
- 23. Garbage disposals, if provided, should be used with care. Do not put such items as corncobs, potato peels, banana peels, celery, or other fibrous material in the disposal, as they will clog the line.
- 24. <u>NO SMOKING:</u> Smoking is prohibited within the interiors of all apartments. Smoking shall mean carrying a lighted cigar, cigarette, pipe, E-Cigarettes, or any other lighted smoke equipment. Smoking will be permitted in the designated area only and <u>must be a minimum of 25 feet from</u> <u>all entry ways</u> as required for all public housing units. Discarding of any smoking materials on property grounds is prohibited.



## **APPLIANCE MAINTENANCE**

If any appliance begins to malfunction the TENANT must notify the OWNER immediately to have the appliance properly serviced and must not attempt to repair the appliance on their own.

- 1. Regular cleaning of the oven is necessary with manufacturer's instructions followed.
- 2. Clean the top burners/glass tops of the kitchen range as they become soiled.
- 3. Exhaust fan screens on the range hoods should be removed regularly and washed in warm, soapy water to remove any grease build-up.
- 4. Clean the refrigerator as necessary. Do not use sharp instruments when defrosting the refrigerator; let the ice melt at room temperature.
- 5. Maintenance personnel will schedule access with the TENANT for regular AC and furnace maintenance.
- 6. Washing machine door should remain open when not in use to allow to air dry and prevent mold growth. Run a cleaning cycle and wipe down the gasket around the door to ensure proper sealing and prevent odors as necessary.
- 7. Dryers should be maintained to ensure proper use by clearing the lint screen often, periodically vacuuming out the lint screen compartment, and make sure the exterior exhaust vent is not obstructed.

## HEATING AND PLUMBING MAINTENANCE

- 1. Thermostats should not be turned below 55 degrees during cold weather as it may cause pipe damage.
- 2. Windows must be closed at night during cold weather months to avoid pipe damage.
- 3. Notify the OWNER immediately of any problems with heating or plumbing systems.

## <u>KEYS</u>

Key(s) to Apartment issued: 2, unless otherwise specified

- 1. Additional keys may not be made by the tenant but may be requested.
- 2. If a key is lost, the charge of changing out the locks will be assessed to the TENANT.

Upon vacating the apartment units, the TENANT shall return to the OWNER all keys provided during the term of the tenancy. Twenty dollars (\$20.00) will be charged for each key not returned by the TENANT.

## **ALTERATIONS**

1. Without prior written approval of the OWNER, the TENANT **shall not**:



- (1) Paint, wallpaper, or otherwise redecorate or make alterations, additions, or improvements in or to the property;
- (2) Install a washing machine, dryer, air-conditioning unit, or any other electrical equipment or appliance;
- (3) Place fixtures, signs, or fences in or about the premises; or
- 2. The TENANT is not authorized to change door locks or install additional door locks.

### ABANDONMENT

1. In the event the TENANT is absent from the property for five (5) consecutive days while in default of rent, TENANT shall, at the option of the OWNER, be deemed to have abandoned the property and any remaining personal property of the TENANT shall be considered abandoned and may be disposed of by the OWNER according to State Law.

#### <u>GUESTS</u>

1. TENANTS are permitted to have guest(s) visit their household; however, an adult person(s) making reoccurring visits or one continuous visit of 14 days and nights in a 45-day period without the consent of the management will be counted as a household member(s).

#### MOVING-OUT

- 1. TENANTS are expected to return their apartment in a clean and rentable condition. You will be requested to accompany the Owner/Manager on the move-out inspection. This will help avoid misunderstandings on damages being assessed against your deposit.
- 2. A Move Out Inspection Checklist will be provided upon notice to the OWNER you plan to vacate.

"I have read and understand the above Tenant Rules and Regulations of the OWNER, and agree to abide by them."

Tenant Printed Name	Signature	Date
Co-Tenant Printed Name	Signature	Date