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State of North Carolina
Utilities Commission

COMMISSIONERS
Charlotte A. Mitchell, Chair
ToNola D. Brown-Bland
Jeffrey A. Hughes
Daniel G. Clodfelter
Floyd B. McKissick, Jr
Kimberly W. Duffley
Karen M. Kemerait

February 21, 2023

Charlotte Leased Housing Associates II, LLP
2905 Northwest Blvd Ste: 150
Plymouth, MN 55441
Docket # ER-144 sub 0, 1, 2, 3, 4

Good afternoon,

The (5) Applications for Certificate of Authority To Resell Electric Service in Accordance w/G.S. 62-100h and North Carolina Utilities Commission Chapter 22 was returned due to the following:

The North Carolina Utilities Commission cannot accept Electronic Documents signatures.

All applications have been returned to you. Please resubmit with original signatures. Your checks in the amount of $250.00/EACH has been applied to the dockets.

If you have any questions, please contact the clerk's office at 919-733-7328

Thank you,

Tamika D. Conyers

Tamika D. Conyers

Deputy Clerk

STREET ADDRESS:
430 N. Salisbury Street • Raleigh, NC 27603

MAILING ADDRESS:
4325 Mail Service Center • Raleigh, NC 27699-4300

Telephone: 919-733-4249
Facsimile: 919-733-7300

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FORM ER-1
4/2018

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DOCKET NO. ER-144 ,SUB 0
FILING FEE RECEIVED $250.00

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

APPLICATION FOR CERTIFICATE OF AUTHORITY TO RESELL ELECTRIC SERVICE IN ACCORDANCE WITH G.S. 62-110(h) and NORTH CAROLINA UTILITIES COMMISSION CHAPTER 22

INSTRUCTIONS

If additional space is needed, supplementary sheets may be attached. If any section does not apply, write "not applicable."

Utility laws, the Commission's Rules, and other information may be accessed at http://www.ncuc.net/index.htm

APPLICANT

1. Name of owner: Charlotte Leased Housing Associates II, LLLP
   (Individual name if the owner is a sole proprietor or business name if not a sole proprietor.)
2. Type of Business Entity: Apartment Complex
3. Business mailing address of owner: 2905 Northwest Blvd, Suite 150
   City and state: Plymouth, MN Zip code: 55441
4. Business telephone number: 763-354-5500 Business fax number: N/A
5. Business email address: N/A
6. Person to Contact Concerning this Application (Name, Telephone, and Email):
   tsween@dominiuminc.com

PROPOSED UTILITY SERVICE AREA
(Attach additional sheets if more than one property)

7. Name of Single-Family Dwelling, Residential Building, or Apartment Complex (hereinafter leased premises):
   Creekridge on the Park
8. Street Address of leased premises: 7800 Creekridge Road, Charlotte, NC 28212
9. County: Mecklenburg
10. Name, address and telephone number of the supplier of electricity:
    Duke Energy : P.O Box 1094, Charlotte, NC 28201-1094 ; 800.77.9898
11. Number of lessees that can be served at this leased premises: ~300

RESALE PROVISIONS

12. Describe the method Applicant proposes to use to allocate the supplier's individual electric bill for a unit among all the lessees in the unit (NCUC Rule R22-5): (Note: if it is a single-family dwelling or residential building, there may be no allocation method): Please see supplementary sheet attached.

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13. Monthly administrative fee per bill: $3.75

(Pursuant to NCUC Rule R22-5(d), no more than $3.75 per month, the maximum amount authorized for water resellers by NCUC Rule R18-6, may be added as an administrative fee to the cost of electric service. The amount of the administrative fee, up to the maximum amount, should be justified by Applicant's actual costs.)

14. Bills will be past due 25 days after they are mailed or otherwise delivered to lessees. (NCUC Rule R22-7(e) specifies that bills shall not be past due less than twenty-five (25) days after mailing or other delivery to lessees.)

15. Late fee amount: 1% of past due balance (Pursuant to NCUC Rule 22-5(d) and (e), a late fee of no more than 1% per month of the balance in arrears may be assessed.)

16. Returned check charge: $25.00 (Pursuant to NCUC Rule 22-5(f) and G.S. 25-3-506, a returned check fee of no more than $25.00 may be assessed.)

17. Statement of Applicant's plans for retention and availability of records (see NCUC Rule R22-6(a) and (b)):

All bill copies to tenants, the bill from the utility provider, the calculation methodology, and individuals billed shall be kept for atleast 3 years after the bill is produced.

PERSONS TO CONTACT

	NAME	ADDRESS	TELEPHONE
18. Management:	Holly McAllister	2905 Northwest Blvd, Suite 150,Plymouth, MN 55441 Email HMcAllister@dominiuminc.com	763-452-3189
19. Complaints or Billing:	Mike Menzell	23505 Smithtown Rd., Suite 280, Excelsior, MN 55331 Email AP@Dominiuminc.com	952-562-8693
20. Emergency Service:	Holly McAllister	2905 Northwest Blvd. Suite 150,Plymouth, MN 55441 Email ebill@jitservicesinc.com	763-452-3189
21. Filing and Payment of Regulatory Fees to NCUC:	Alice Payable	2905 Northwest Blvd, Suite 150, Plymouth, MN 55441 Email AP@Dominiuminc.com	763-249-2839

OTHER PROVISIONS

22. Applicant must notify the Commission in writing within 30 days following the change of any information supplied on this form.
23. Applicant must also file quarterly Regulatory Fee Reports and make regulatory fee payments. Details are set out in NCUC Rule R15-1.

REQUIRED EXHIBITS

24. If Applicant is a corporation, LLC, LP, or other legal business entity, enclose a copy of the certification from the North Carolina Department of the Secretary of State (Articles of Incorporation or Application for Certificate of Authority for Limited Liability Company, etc.). (**Must match name on Line 1 of application.**)
25. If Applicant is a partnership, enclose a copy of the partnership agreement. (**Must match name on Line 1 of application.**)

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26. Enclose a copy of a Warranty Deed showing that the Applicant has ownership of all the property necessary to operate the utility. (**Must match name on Line 1 of application.**)
27. Enclose a vicinity map showing the location of the leased premises in sufficient detail for someone not familiar with the county to locate the leased premises. (A county roadmap with the leased premises outlined is suggested.)
28. Enclose a copy of the supplier's schedule of rates that will be charged to the Applicant for electric service.
29. Enclose a copy of any agreements or contracts that Applicant has entered into covering the provision of billing and collections services to the leased premises.
30. Indicate the number of apartment buildings, residential buildings, or single-family dwellings to be served, the number of units in each apartment building or residential building, and the number of bedrooms in each unit.
31. Enclose a copy of the template or form used for billing statements.
32. Enclose a copy of all forms used for the lease to lessees, including a statement of which parts of the lease relate to billing for electric service.

FILING INSTRUCTIONS

33. Electronic filing is available at www.ncuc.net for application submittal, or mail one (1) original application with required exhibits and original **notarized signature**, plus three (3) additional collated copies to:

USPS Address:	OR	Overnight Delivery at Street Address:
Chief Clerk's Office		Chief Clerk's Office
North Carolina Utilities Commission		North Carolina Utilities Commission
4325 Mail Service Center		430 North Salisbury Street
Raleigh, North Carolina 27699-4300		Raleigh, NC 27603-5918

34. Enclose a filing fee as required by G.S. 62-300. A Class A utility (annual electricity revenues of $1,000,000 or more) requires a $250 filing fee. A Class B utility (annual electricity revenues between $200,000 and $1,000,000) requires a $100 filing fee. A Class C utility (annual electricity revenues less than $200,000) requires a $25 filing fee. **MAKE CHECK PAYABLE TO N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.**

SIGNATURE

35. Application shall be signed and verified by an authorized representative of Applicant.

Signature: _____

Printed Name: Terrence M. Sween

Title: Vice President

Date: 22 February 2023

36. (Typed or Printed Named) Terrence M. Sween, personally appearing before me and, being first duly sworn, says that the information contained in this application and in the exhibits attached hereto is true to the best of his/her knowledge and belief.

This the 22 day of February, 2023.

_____
Signature of Notary Public

Frances Williams
Name of Notary Public – Typed or Printed

My Commission Expires: 08/04/2024
Date

(NOTARY SEAL)

FRANCES WILLIAMS
NOTARY PUBLIC
MY COMM. EXPIRES 08/04/2024
CLAYTON COUNTY, GEORGIA

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NORTH CAROLINA
Department of the Secretary of State

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To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

CERTIFICATE OF FOREIGN LIMITED PARTNERSHIP

OF

CHARLOTTE LEASED HOUSING ASSOCIATES II, LLLP

the original of which was filed in this office on the 12th day of October, 2021.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 12th day of October, 2021.

Elaine F. Marshall

Secretary of State

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SOSID: 2286368
Date Filed: 10/12/2021 12:51:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2021 285 00500

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State of North Carolina
Department of the Secretary of State

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED PARTNERSHIP

Pursuant to §59-902 of the General Statutes of North Carolina, the undersigned hereby submits this application for Registration as a Foreign Limited Partnership for the purpose of obtaining a Certificate of Authority to transact business in this State.

1. The name of the foreign limited partnership is: Charlotte Leased Housing Associates II, LLLP.

2. If the name of the foreign limited partnership is unavailable for use in the State of North Carolina, the name the limited partnership wishes to use is: _____.
(The name must contain the words "Limited Partnership," or the abbreviation "L.P." or "LP," or the combination "Ltd. Partnership".)

3. The jurisdiction in which the limited partnership was formed is Minnesota and the date of formation was 10/11/21. The limited partnership's period of duration is perptual.

4. The street address of the principal office is:

   Number and Street: 2905 Northwest Boulevard, Suite 150

   City: Plymouth State: MN Zip Code: 55441 County: Hennepin

   The mailing address, ***if different from the street address***, of the principal office:

   Telephone: _____

   Number and Street: _____

   City: _____ State: _____ Zip Code: _____ County: _____

5. Name of Registered Agent: C T Corporation System

6. Address of Registered Agent's Office:

   Number and Street: 160 Mine Lake Ct., Ste. 200

   City: Raleigh State: NC Zip Code: 27615-6417 County: Wake

   The mailing address, ***if different from the street address***, of the registered office:

   Number and Street: _____

   City: _____ State: NC Zip Code: _____ County: _____

NOTES:
Filing fee is $50. This document must be filed with the Secretary of State.

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7. In consideration of the issuance of a Certificate of Authority to transact business in North Carolina, the limited partnership appoints the Secretary of State of North Carolina as the agent to receive service of process, notice or demand, whenever the foreign limited partnership fails to appoint or maintain a registered agent in this State, or whenever such registered agent cannot with reasonable diligence be found at the registered office.

8. (Optional): Please provide a business e-mail address Privacy Redaction. The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

9. Enter the name and address of each general partner: (attach additional sheets if necessary)

Name AHI Creekridge GP, LLC	Name
Street/No. 1115 E. Morehead St., Suite 200	Street/No.
City Charlotte	City
State/Zip NC 28204	State/Zip

10. Limited Partners (select 1 or 2, as appropriate)

☐ Attached is a list of the names and addresses of all limited partners (include full name/street address/city/state/zip code/county); or

☒ The location of the office where list of the names and addresses of the limited partners and their capital contributions will be kept as long as the limited partnership transacts business in North Carolina is:

Number and Street: 1115 E. Morehead Street Suite 200

City: Charlotte State: NC Zip Code: 28204 County: Mecklenburg

11. (Select one)

☐ The foreign limited partnership is a foreign limited liability limited partnership.

☒ The foreign limited partnership is not a foreign limited liability limited partnership.

12. This registration will be effective upon filing, unless a future date and/or time is specified: _____

Bryan Hartnett
Typed or printed name

Signature

President
Title

NOTES:
Filing fee is $50. This document must be filed with the Secretary of State.

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Office of the Minnesota Secretary of State
Certificate of Good Standing

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	Charlotte Leased Housing Associates II, LLLP
Date Filed:	10/11/2021
File Number:	1262859200025
Minnesota Statutes, Chapter:	321
Home Jurisdiction:	Minnesota

This certificate has been issued on: 10/11/2021

Steve Simon

Steve Simon
Secretary of State
State of Minnesota

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NORTH CAROLINA
Department of the Secretary of State

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CERTIFICATE OF AUTHORITY

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

CHARLOTTE LEASED HOUSING ASSOCIATES II, LLLP

having filed on this date an application conforming to the requirements of the General Statutes of North Carolina, a copy of which is hereto attached, is hereby granted authority to transact business in the State ofNorth Carolina.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 12th day of October, 2021.

Elaine F. Marshall

Secretary of State

Document Id: C202128500500
Verify this certificate online at https://www.sosnc.gov/verification

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ATTACHMENT #2
PARTNERSHIP AGREEMENT

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LIMITED LIABILITY LIMITED PARTNERSHIP AGREEMENT

CHARLOTTE LEASED HOUSING ASSOCIATES II, LLLP

This Limited Liability Limited Partnership Agreement ("Agreement") of Charlotte Leased Housing Associates II, LLLP ("Partnership") dated as of July 22, 2022, is entered into by and between AHI Creekridge GP, LLC, a North Carolina limited liability company, ("General Partner") and Charlotte Leased Housing Associates LP II, LLC, a Minnesota limited liability company ("Limited Partner" and, together with the General Partner, the "Partners") pursuant to and in accordance with the Minnesota Uniform Limited Partnership Act 2001, Chapter 321 of the Minnesota Statutes, as amended (or any corresponding provisions of succeeding law) ("Act").

In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FORMATION.** The Partnership was formed as a limited partnership on October 11, 2021 by the filing of a certificate of limited partnership of the Partnership ("Certificate of Limited Partnership") with the Office of the Secretary of State of the State of Minnesota and pursuant to an agreement between the Partners to form a limited partnership under the Act.

2. **NAME.** The name of the limited partnership is Charlotte Leased Housing Associates II, LLLP.

3. **PRINCIPAL OFFICE.** The principal place of business and office of the Partnership is 2905 Northwest Boulevard, Suite 150, Plymouth, Minnesota or such other place or places as the Partners may from time to time designate.

4. **REGISTERED AGENT; REGISTERED OFFICE.** The registered agent of the Partnership for service of process in the State of Minnesota and the registered office of the Partnership in the State of Minnesota shall be that person and location reflected in the Certificate of Limited Partnership. In the event that the registered agent ceases to act as such for any reason or the registered office shall change, the Partners shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

5. **TERM.** The term of the Partnership commenced on the date of the filing of the Certificate of Limited Partnership and shall continue until dissolved in accordance with Section 18 of this Agreement.

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6. **PURPOSE; POWERS.** The Partnership's sole purpose is to purchase, hold, operate, dispose of, and otherwise deal with the land and buildings of a to-be-built low-income multifamily apartment complex located in Charlotte, North Carolina commonly referred to as Creekridge on the Park ("Project"). The Partnership shall have the power and authority to do any and all acts necessary or appropriate to or in furtherance of the purpose of the Partnership, including all power and authority, statutory or otherwise, possessed by, or which may be conferred upon, limited partnerships under the laws of the State of Minnesota.

7. **PARTNERS.** The names and mailing addresses of the Partners are as indicated on Exhibit A of this Agreement.

8. **PARTNERSHIP PERCENTAGE.** The Partnership Percentage of each Partner is set forth on Exhibit A of this Agreement. In this Agreement "Partnership Percentage" means a Partner's interest, expressed as a percentage of all the Partners' interests, in the capital, and in the profits, losses, and individual items thereof, of the Partnership.

9. **CAPITAL ACCOUNTS.** The Partnership shall establish and maintain a separate capital account ("Capital Account") for each Partner to which (i) there shall be credited the amount of any Capital Contribution made by such Partner and the amount of net income allocated to such Partner, and (ii) there shall be debited the amount of any distribution made to such Partner and the amount of any net loss allocated to such Partner. The Capital Account of each Partner shall be established and maintained in accordance with Section 704(b) of the Internal Revenue Code of 1986, as amended (or any corresponding provisions of succeeding law) ("Code"), and the regulation promulgated under the Code, as such regulations may be amended from time to time (including temporary regulations and corresponding provisions of succeeding regulations ("Treasury Regulations").

10. **CAPITAL CONTRIBUTIONS.** The amount of each Partner's initial Capital Contribution is set forth in Exhibit A. In this Agreement "Capital Contribution" means, with respect to any Partner, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Partnership by such Partner or attributable to a Partnership Percentage transferred to such Partner (whether or not for consideration). In this Agreement "Gross Asset Value" means the fair market value of an asset as reasonably determined by the Partners at the time of contribution to the Partnership or such other times as the Treasury Regulations under Code Section 704(b) permit, using such means or third parties as the Partners deem appropriate.

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11. **ADDITIONAL CONTRIBUTIONS.** The Partners shall not be required to make any additional Capital Contributions, or to advance any funds, to the Partnership, except as expressly provided in this Agreement.

12. **OPERATING DEFICIT LOANS.** Upon receipt of the prior written consent of the Limited Partner, any Partner or any Partner affiliate may make a loan to the Partnership to fund Partnership operating deficits ("Operating Deficit Loan"). No Partner shall be obligated to make an Operating Deficit Loan. Any Operating Deficit Loan made shall accrue interest at a rate of 8.00% per annum, compounded annually, and shall be repaid in accordance with Section 15 of this Agreement.

13. **FISCAL YEAR.** The fiscal year of the Partnership means the twelve-month (or shorter) period ending on December 31 of each year ("Fiscal Year").

14. **ALLOCATION OF PROFITS AND LOSSES.**

    (a) In this Agreement "Profits" and "Losses" means, for each Fiscal Year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

        (i) Income of the Partnership that is exempt from federal income tax, and not otherwise taken into account in computing Profits or Losses, shall be added to such taxable income or loss.

        (ii) Expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as such expenditures pursuant to Treasury Regulation § 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss.

        (iii) If the Gross Asset Value of an asset with respect to which depreciation, amortization, or other cost recovery deductions are taken differs from its beginning income tax basis for such purpose, in lieu of the depreciation, amortization, or other cost recovery deductions taken into account in computing taxable income or loss for a Fiscal Year or other period, there shall be taken into account depreciation, amortization, or other cost recovery deductions (as determined in accordance with the Treasury Regulations under Code Section 704(b)) for the Fiscal Year or other period.

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(iv) Gain or loss resulting from any disposition of any asset of the Partnership shall be computed by reference to the Gross Asset Value of the asset disposed of notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value.

(v) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to this Agreement shall not be taken into account in computing Profits and Losses.

(b) Except in connection with a liquidation of the Partnership, in which event Profits (or individual items of income or gain) shall be allocated first to eliminate any deficit Capital Account balance of the Partners (in proportion to, and to the extent of, the respective deficit balances), Profits and Losses of the Partnership shall be allocated between, or among, the Partners in accordance with their Partnership Percentages. Individual items of Partnership income, gain, loss, deduction, and credit will be allocated specially if, and to the extent that, the Treasury Regulations issued under Section 704(b) of the Code require and then in accordance with such Treasury Regulations.

15. **DISTRIBUTIONS.**

(a) In this Agreement "Net Cash Flow" means, for each Fiscal Year, the Partnership's Profits (for this purpose any Losses shall be treated as negative Profits), adjusted as follows:

(i) Increased by the following:

(1) Any receipts that are not included in the computation of Profits (such as Capital Contributions, Operating Deficit Loans, and withdrawals from reserves).

(2) Any deductions not involving cash expenditures (such as depreciation, amortization, and other cost recovery deductions).

(ii) Decreased by the following:

(1) All expenditures that are not deducted in determining Profits (such as expenditures for capital improvements, asset acquisitions, and loan repayments (other than with respect to loans that are repaid from distributions of Net Cash Flow)).

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(2) Contributions to any reserve established by the Partners for anticipated working capital needs, improvements, re-investments, or any other purposes the Partners may determine is necessary or appropriate for the operation of the Partnership (not to exceed $100,000).

(b) Except as otherwise provided by this Agreement or required by law, distributions of Net Cash Flow shall be made to the Partners from time to time, as the Partners determine, but at a minimum within the later of (y) 90 days after the end of each Fiscal Year and (z) if applicable, 30 days after the Partnership's receipt of its financial statements with respect to the Fiscal Year. Net Cash Flow shall be distributed in the following order of priority:

(i) To pay any debts and liabilities owed to any Partner or any affiliate, including any Operating Deficit Loans.

(ii) The balance, if any, to be distributed between, or among, the Partners in accordance with their Partnership Percentages.

(c) In this Agreement "Non-Liquidation Capital Event Proceeds" means the net proceeds received by the Partnership from one or more of the following events that does not result in the liquidation of the Partnership:

(i) A sale, assignment, or other disposition of Partnership property, including any casualty or condemnation of such property.

(ii) A financing or refinancing of Partnership property.

(iii) A title defect giving rise to payments to the Partnership under any title insurance policy.

(iv) Any other transaction generating cash proceeds to the Partnership that are not included in the calculation of Net Cash Flow.

(d) Except as otherwise provided by this Agreement or required by law, Non-Liquidation Capital Event Proceeds shall be distributed within 30 days of the closing or other final event that generated such Non-Liquidation Capital Event Proceeds. Non-Liquidation Capital Event Proceeds shall be distributed in the following order of priority:

(i) To the payment of liabilities of the Partnership then due and owing to persons (other than the Partners and affiliates) in the order

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of priority provided by law, provided that the Partnership shall first pay, to the extent permitted by law, liabilities with respect to which any Partner or any affiliate is or may be personally liable.

(ii) To establish such reserves as the Partners determine to be reasonably necessary for any contingent or foreseeable liability or obligation of the Partnership; provided, however, that the balance of any reserve remaining at such time as the Partners determine that such reserve is no longer necessary shall be distributed in accordance with the following subparagraphs of this Section 15(d).

(iii) To pay any debts and liabilities owed to any Partner or any affiliate, including Operating Deficit Loans.

(iv) The balance, if any, to be distributed between, or among, the Partners in accordance with their Partnership Percentages.

(e) Notwithstanding anything to the contrary in this Agreement, if the Partnership is liquidated, the assets of the Partnership shall be distributed in the following order of priority:

(i) To payment of the expenses of liquidation of the Partnership in the order of priority provided by law.

(ii) To payment of the debts and liabilities of the Partnership (other than the Partners and affiliates) in the order provided by law, provided the Partnership shall first pay, to the extent permitted by law, liabilities with respect to which any Partner or any affiliate may be personally liable.

(iii) To pay, to the extent permitted by law, debts and liabilities owed to any Partner or any affiliate, including Operating Deficit Loans.

(iv) To establish such reserves as the Partners determine to be reasonably necessary for any contingent or foreseeable liability or obligation of the Partnership; provided, however, that any such reserve will be held by the Partnership for the purposes of disbursing such reserves in payment of any such contingent or foreseeable liability or obligation and at the expiration of such period as the Partners shall deem advisable, to distribute the balance in accordance with the following subparagraph of this Section 15(e).

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(v) The balance of the proceeds, if any, to be distributed on or before the later of (y) the end of the Fiscal Year during which such liquidation occurs, or (z) 90 days after the date of such liquidation (or, as to any reserve amount that is released for distribution pursuant to Section 15(e)(iv), within 90 days after release), in accordance with the positive Capital Account balances of the Partners as determined after into account all Capital Account adjustments required by Treasury Regulations § 1.704-1(b) for the Fiscal Year of the Partnership during which such liquidation occurs.

16. **PARTNERSHIP REPRESENTATIVE.** Timothy S. Allen shall be the tax matters partner or the partnership representative (whichever capacity applies to a Fiscal Year or other period and with respect to the applicable tax authority; if applicable law does not allow Timothy S. Allen to act as the tax matters partner or the partnership representative with respect to a tax authority for a Fiscal Year or other period, then the Limited Partner shall act in such capacity but only with respect to such tax authority for such Fiscal Year or other period) (as to either capacity and either such person, the "Partnership Representative") and, as such, shall be solely responsible for representing the Partnership in all dealings with the Internal Revenue Service and any state, local, and, if applicable, foreign tax authorities, but the Partnership Representative shall keep the Partners reasonably informed of any Partnership dealings with any tax authority.

17. **TAX RETURNS.** The General Partner shall cause to be prepared and filed on behalf of the Partnership all federal, state and local tax returns required to be filed by the Partnership, including making all elections on such tax returns. The Partnership shall bear the costs of the preparation and filing of its returns. The General Partner shall have the power and authority to approve all Partnership tax returns and submittals to the Internal Revenue Service, and all Partnership submittals to any other governmental agency, prior to filing.

18. **DISSOLUTION; LIQUIDATION.**

(a) The Partnership shall dissolve, and its affairs wound up upon the first to occur of the following: (i) the decision of the Limited Partner that the Partnership should be dissolved; and (ii) any other event or circumstance giving rise to the dissolution of the Partnership under the Act, unless the Partnership's existence is continued pursuant to the Act.

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(b) During the period of the winding up of the affairs of the Partnership, the business of the Partnership and the rights and obligations of the Partners shall continue to be governed by this Agreement.

19. **TRANSFER OF PARTNERSHIP PERCENTAGE.**

(a) A "Transfer" under this Agreement means to sell, assign, transfer, gift, donate, pledge, bequeath, devise, or otherwise dispose of or encumber to any person or entity. Except for a Transfer made in accordance with Section 19(b) or Section 19(c) of this Agreement, no Partner shall Transfer any portion of such Partner's Partnership Percentage without the prior written consent of all the non-transferring Partners. The non-transferring Partners shall not unreasonably withhold, condition, or delay their consent to a Transfer to an affiliate of the transferring Partner.

(b) From and after the date hereof, the Limited Partner (or its designee) shall have the option to purchase the General Partner's entire Partnership Percentage for a price equal to the greater of (i) the fair market value of the General Partner's Partnership Percentage, or (ii) $100.

(c) The Limited Partner shall have the right, exercised in its discretion, to remove the General Partner as a Partner of the Partnership effective immediately upon providing the General Partner notice of such removal.

(d) Any attempt to effect a Transfer in contravention of the requirements in this Section 19 shall be void and, in addition to other rights and remedies at law and in equity, the non-transferring Partners shall be entitled to injunctive relief enjoining the prohibited action. The Partners expressly acknowledge that damages at law would be an inadequate remedy for a breach or threatened breach of the provisions concerning Transfer set forth in this Agreement. The giving of written consent by a Partner in any one or more instances shall not limit or waive the need for such written consent in any other or subsequent instances.

20. **RESERVED.**

21. **LAND ACQUISITION.** The Limited Partner hereby consents to the Partnership's acquisition of the land required for the Project and the Partnership obtaining first mortgage debt financing ("Acquisition Loan") from Polaris Capital, LLC, a Minnesota limited liability company ("Lender"). The General Partner is hereby authorized to enter into and deliver on behalf of the Partnership all documents, agreements, and certificates that the General Partner deems necessary or appropriate for the acquisi-

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tion of the land for the Project and obtaining the Acquisition Loan, including, without limitation, all documents required by the Lender.

22. **MANAGEMENT.**

(a) The business and affairs of the Partnership shall be managed by the General Partner. Except as limited by Section 22(d) of this Agreement and subject to the fiduciary duties of care and loyalty owed by the General Partner to the Limited Partner, the General Partner shall have absolute, exclusive, and complete control of the business and affairs of the Partnership, and shall possess all powers necessary, convenient, or appropriate to carrying out the purposes and business of the Partnership, including, without limitation, doing all things and taking all actions necessary to carrying out the terms and provisions of this Agreement. The General Partner has full power and authority to execute and deliver on behalf of the Partnership any agreements, contracts, documents, and instruments related to the purposes and business of the Partnership.

(b) The Limited Partner shall not participate in the management of the business and affairs of the Partnership and shall have no authority or right to act on behalf of the Partnership in connection with any matter.

(c) The General Partner shall owe the Limited Partner the fiduciary duties of care and loyalty (including good faith, oversight, and disclosure). Nothing herein shall be deemed to limit such fiduciary duties under applicable statutory or common law and General Partner shall not disclaim or limit such duties in any agreement executed on behalf of the Partnership.

(d) Notwithstanding any other provision of this Agreement, the General Partner agrees that it shall not, without the prior written consent of the Limited Partner, cause the Partnership to:

(i) Act in violation of any applicable law or regulation, including, without limitation, the Act.

(ii) Act in violation of or allow the breach of any loan documents or other contractual agreements entered into by the Partnership or encumbering the Project.

(iii) Refinance or modify the terms of the financing encumbering the Project.

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(iv) Except for the Acquisition Loan or Operating Deficit Loans, borrow in excess of twenty-five thousand dollars ($25,000) in the aggregate at any one time outstanding.

(v) Allow any Partner to borrow from the Partnership or commingle Partnership funds with the funds of any other person or entity.

(vi) Acquire any other real property other than the Project.

(vii) Construct any new or replacement capital improvements on the Project that cost in excess of twenty-five thousand dollars ($25,000) in a single Fiscal Year, except (x) replacement and remodeling under emergency conditions or mandated by an applicable law or government agency, or (y) construction to repair casualty or condemnation damage paid for from insurance or condemnation proceeds, or (z) as otherwise set forth in any applicable budgeted consented to by Limited Partner.

(viii) Change the nature of the Partnership's purpose or act in a manner that would make it impossible to carry on the ordinary business of the Partnership.

(ix) Voluntarily file a bankruptcy petition on behalf of the Partnership or execute or deliver an assignment for the benefit of creditors.

(x) Admit any additional Partner or Partners to the Partnership.

(xi) Be merged or consolidated with or acquired with any other person or entity.

(xii) Act (or fail to act) in a manner that would materially and adversely affect the tax exempt status of the sole member of the General Partner or otherwise conflict with the exempt purposes of the sole member of the General Partner or take any other action (or fail to take any action) that might reasonably be expected to have a material adverse impact on the tax or economic position of the Partnership.

(xiii) Enter into any agreement or contract except on an arm's-length basis and for fair market value.

(xiv) Sell, exchange, or otherwise convey or transfer the Project or substantially all the assets of the Partnership.

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(xv) Confess any judgment on behalf of the Partnership.

(xvi) Institute, settle, compromise, mediate, or otherwise relinquish any claim (actual or prospective), or to release, waive, or diminish any material Partnership rights in any litigation or arbitration matter involving a claim in excess of $25,000.

23. **Inspections and Records.** The Limited Partner shall have the right but not the obligation to conduct physical inspections of the Project on an annual basis and the General Partner shall take all reasonable steps necessary to cooperate therewith. The Limited Partner, or its duly authorized representatives, shall have access to the records of the Partnership at the principal office of the Partnership and at any and all reasonable times, upon reasonable prior notice, and may inspect and copy any of such records.

24. **Limited Liability.** Except as the Act may otherwise provide, the Limited Partner's liability for the Partnership's debts, liabilities, contracts, or other obligations shall be limited to its Capital Contribution.

25. **Indemnification.** To the fullest extent permitted by law, the Partnership shall indemnify, defend, and hold harmless the Partners and their respective partners, officers, directors, agents and employees (each an "Indemnified Person") against any and all costs, losses, damages, liabilities, including legal fees and other expenses suffered or sustained by it by reason of (i) any act or omission arising out of or in connection with the Partnership or this Agreement, or (ii) any and all claims, demands, actions, suits or proceedings (civil, criminal, administrative or investigative), actual or threatened, in which such Indemnified Person may be involved, as a party or otherwise, arising out or in connection with such Indemnified Person's service to or on behalf or, or management of the affairs or assets of, the Partnership, or which relate to the Partnership, provided that the Indemnified Person's acts, omissions or alleged acts or omissions were not made in bad faith or did not constitute gross negligence, willful misconduct or fraud and any such amount shall be paid by the Partnership to the extent assets are available, but the Limited Partner shall not have any personal liability to the General Partner on account of such loss, damage or expense.

26. **Amendments; Additional Partners.** This agreement may only be amended or amended and restated from time to time pursuant to a written agreement between the Partners.

27. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given:

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(a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses contained in Exhibit A of this Agreement.

28. **GOVERNING LAW**. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Minnesota.

29. **HEADINGS**. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

30. **SEVERABILITY**. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

31. **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

32. **ENTIRE AGREEMENT**. This Agreement, together with the Certificate of Limited Partnership, constitutes the entire agreement of the Partners with respect to the subject matter hereof

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GENERAL PARTNER:

AHI Creekridge GP, LLC, a North Carolina limited liability company

By: Affordable Housing Institute, Inc., a Florida not for profit corporation
Its: Sole Member and Manager

By: Bryan Hartnett
Its: President

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LIMITED PARTNER:

Charlotte Leased Housing Associates LP II, LLC, a Minnesota limited liability company

DocuSigned by:
Terrence Sween
5A23D207E23C433

By: Terrence Sween

Its: Vice President

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Exhibit A

PARTNER INFORMATION

Partner	Capital Contribution	Partnership Percentage
General Partner:		
AHI Creekridge GP, LLC 1115 E. Morehead Street, Suite 200 Charlotte, North Carolina 28204 Attention: Bryan Hartnett	$1.00	0.005%
Limited Partner:		
Charlotte Leased Housing Associates LP II, LLC 2905 Northwest Boulevard, Suite 150 Plymouth, Minnesota 55441 Attention: Mark Moorhouse; Terry Sween	$99.00	99.995%

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ATTACHMENT #3
WARRANTY DEED

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For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2022 Aug 01 03:30 PM RE Excise Tax: $ 6000.00
Book: 37544 Page: 115 - 117 Fee: $ 26.00
Instrument Number: 2022111823

Fredrick Smith

Return to:
Von Crook
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
770-916-4347- NC252104072V

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax:$6,000.00

Parcel Identifier No. **191-071-08 (Mecklenburg County)**
Verified by _____ County on the ____ day of_____, 20_____
By:_____

Mail/Box to: Grantee at address below

This instrument was prepared by: Melissa G. Cassell, Esq., MORTON & GETTYS, LLC, PO Box 707, Rock Hill, SC 29731

Brief description for the Index: 7800 Creekridge Road, Charlotte, NC 2812

THIS DEED made this _____ day of July, 2022, by and between:

GRANTOR	GRANTEE
L'AUDACE EQUITY VI, LLC North Carolina limited liability company 5960 Fairview Road, Ste 341 Charlotte, NC 28210	**CHARLOTTE LEASED HOUSING ASSOCIATES II, LLLP** Minnesota limited liability limited partnership 2905 Northwest Blvd., Ste 150 Plymouth, MN 55441

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Mecklenburg County, North Carolina and more particularly described as follows:

SEE EXHIBIT A

The property hereinabove described was acquired by Grantor by instrument recorded in Book 35676 at Page 165 (Mecklenburg County.)

All or a portion of the property herein conveyed ___ includes or _X_ does not include the primary residence of a Grantor.

The property is conveyed in AS IS, WHERE IS condition WITH ALL FAULTS.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

Restrictions, easements, rights of way of record, if any, and *ad valorem* taxes for the current year.

RETURN TO:
Commercial Partners Title
200 S. Sixth Street #1300
Minneapolis, MN 55402

58427

1 of 2

Submitted electronically by "First National Financial Title Services, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed as of the day and year first above written.

GRANTOR:
L'AUDACE EQUITY VI, LLC
a North Carolina limited liability company

BY:_____
Cyrus Mojdehi, its Manager

State of North Carolina
County of Mecklenburg

I, the undersigned Notary Public of the County and State aforesaid, certify that Cyrus Mojdehi personally came before me this day and acknowledged that he signed the foregoing instrument as his act and deed, and in the aforesaid capacity. Witness my hand and Notarial stamp or seal, this 27 day of July, 2022.

My Commission Expires: 4/27/2027
(Affix Seal)

Isabella Kravchenko Notary Public
Notary's Printed or Typed Name

ISABELLA KRAVCHENKO
NOTARY
MY
COMMISSION EXPIRES
4/27/2027
PUBLIC
MECKLENBURG COUNTY, N.C.

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EXHIBIT A

The following real property situated in Mecklenburg County, North Carolina: Beginning at a point in the center of McAlpine Creek, said point being located at the Southeasterly corner of the Second Tract described in the Deed from S. J. Biggers and wife, Martha R. Biggers to John B. Fowler (now deceased) and wife, Nettie C. Fowler, Registered in Book 1146, Page 87, Mecklenburg Public Registry, running thence three (3) new lines: (1) N. 51°20'30" W. 600.0 feet; (2) thence N. 28°39'30" E. 700.0 feet and (3) thence S. 51°20'30" E. 600.0 feet the center of McAlpine Creek; thence with the center of McAlpine Creek, S. 28°39'30" W. 700.0 feet to the Beginning.

Less and except that property conveyed by the Grantor herein to Mecklenburg County by Deed recorded in Book 3843, Page 710 of the Mecklenburg Public Registry, more particularly described as follows:

Being a portion of Parcel Number 15 of the McAlpine Creek Greenway as shown on a map recorded in Map Book 12 Page 581 in the Mecklenburg Public Registry, and being more particularly described as follows:

Beginning at a point in the center line of McAlpine Creek, the Southeasterly corner of the tract of land conveyed to Parkwood Nursery, Inc. by Deed recorded in Book 3729 at Page 699 in said Registry; thence running N. 52°03'01" W. 45.87 feet to a point at approximately the corner of an existing chain link fence; thence along the edge of the fence, N. 28°19'25" E. 701.72 feet to a point in the Northerly line of the property described in Book 3729 at Page 699 in said Registry; thence S. 52°14'14" E. 41.45 feet to a point in the center line of McAlpine Creek; thence with the creek, S. 27°58'12" W. 702.61 feet to the Point or Place of Beginning, Containing 0.694 acres, more or less, as shown on a plat of a revised portion of Parcel Number 15 by H. E. McCauley, Registered Surveyor, dated December 10, 1975.

Parcel ID# 191-071-08

Property Address: 7800 Creekridge Road, Charlotte, NC 28212

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ATTACHMENT #4
COUNTY ROAD MAP

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ATTACHMENT #5
SUPPLIERS SCHEDULE

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SCHEDULE LGS (NC)
LARGE GENERAL SERVICE

AVAILABILITY (North Carolina Only)

Available to the individual customer with a kilowatt demand of more than 75 kW. If the customer's measured demand is 75 kW or less for twelve consecutive months, the customer will be served under Schedule SGS.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts: or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE

I.	Basic Facilities Charge per month	$23.91
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month, per kW	No Charge
	For all over 30 kW of Billing Demand per month, per kW	$4.0167
II.	Energy Charge	
	For the First 125 kWh per kW Billing Demand per Month:	
	For the first 3,000 kWh per month, per kWh	11.4527¢
	For the next 87,000 kWh per month, per kWh	6.7689¢
	For all over 90,000 kWh per month, per kWh	6.7060¢

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SCHEDULE LGS (NC)
LARGE GENERAL SERVICE

For the Next 275 kWh per kW Billing Demand per Month:	
For the first 6,000 kWh per month, per kWh	6.3103¢
For the next 134,000 kWh per month, per kWh	5.4839¢
For all over 140,000 kWh per month, per kWh	5.3824¢
For all Over 400 kWh per kW Billing Demand per Month:	
For all kWh per month, per kWh	5.1191¢

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

The Company will install a permanent demand meter for all customers under this Schedule.

Provision 3. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

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SCHEDULE LGS (NC)
LARGE GENERAL SERVICE

MINIMUM BILL

Beginning in the fourth full month for new service installations, the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: $2.13 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: $ 42.43 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

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SUMMARY OF RIDER ADJUSTMENTS

The following is a summary of Rider Adjustments that must be added to the bill calculated on the applicable rate schedule in order to compute the bill. The factors shown below include revenue-related taxes and regulatory fees. More specific information concerning these Riders is contained in the applicable Rider listed below.

Residential Schedules RS, RE, ES, RT, RSTC, RETC	**cents/kWh**	**Effective Date**
Fuel Cost Adjustment Rider	0.8851	9/1/22
Energy Efficiency Rider	0.4771	1/1/22
Existing DSM Program Costs Adjustment Rider	-0.0020	7/1/22
BPM Prospective Rider	-0.0120	7/1/22
BPM True-Up Rider	-0.0031	7/1/22
CPRE Rider	0.0369	9/1/22
EDIT-3 Rider	-0.1894	10/1/21
EDIT-4 Rider	-0.4842	10/1/21
Storm Cost Recovery Rider	0.0000	6/1/21
TOTAL cents/kWh	**0.7084**	

General Service Schedules SGS, BC, LGS, TS, S, OPT-E, OPT-V, PG, SGSTC	**cents/kWh**	**Effective Date**
Fuel Cost Adjustment Rider	0.6898	9/1/22
Energy Efficiency Rider	0.5286	1/1/22
Existing DSM Program Costs Adjustment Rider	-0.0020	7/1/22
BPM Prospective Rider	-0.0120	7/1/22
BPM True-Up Rider	-0.0031	7/1/22
CPRE Rider	0.0348	9/1/22
EDIT-3 Rider	-0.1132	10/1/21
EDIT-4 Rider	-0.2893	10/1/21
Storm Cost Recovery Rider	0.0000	6/1/21
TOTAL cents/kWh	**0.8336**	

Lighting Schedules PL, OL, NL	**cents/kWh**	**Effective Date**
Fuel Cost Adjustment Rider	0.6898	9/1/22
Energy Efficiency Rider	0.0000	1/1/22
Existing DSM Program Costs Adjustment Rider	-0.0020	7/1/22
BPM Prospective Rider	-0.0120	7/1/22
BPM True-Up Rider	-0.0031	7/1/22
CPRE Rider	0.0348	9/1/22
EDIT-3 Rider	-0.4875	10/1/21
EDIT-4 Rider	-1.2461	10/1/21
Storm Cost Recovery Rider	0.0000	6/1/21
TOTAL cents/kWh	**-1.0261**	

* Qualifying customers who have opted out of the Company's Energy Efficiency and/or Demand Side Management Programs are not subject to the applicable Energy Efficiency Rider charges based on the individual customer's opt-out election. Refer to Rider EE to determine the Rider EE amount, if any, applicable to customers who have opted out.

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ATTACHMENT #6
BILLING & COLLECTION AGREEMENTS

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Mar 03 2023

JIT BlueStar Direct Bill / JIT Collections
Master Resident Metering Billing Agreement
As of 2/10/2023

JIT BlueStar, hereinafter referred to as "JIT", is authorized by Charlotte LHA II, LLLP, hereinafter referred to as "Client", as owner of the property or properties listed on Exhibit A, to perform services related to resident metering, resident ledger loads and reporting.

I. Scope of Work

A. On behalf of Client, JIT shall provide resident billing services that include the following components. Specific terms and conditions are delineated in the Property Services and Pricing Agreement (PSPA), which is generated for each property.

1. Billing services for resident utility expenses
2. Bill each unit for their actual metered or calculated consumption specifically following the applicable utility tariff and its components of the local utility that provides service to the Property
3. Calculate the bill amount and load a single line item per unit type to Client's system to apply to the resident ledger that will serve as their monthly bill to the resident. In the process of determining the amount of each unit's bill amount by utility type, JIT will:
   a. Compare the total billed amount to the utility invoice and its recovery percentage
   b. Use the following information to calculate the bill amounts:
      - Meter read dates
      - Consumption
      - Total dollars
      - Allocation (RUBS) dollars for applicable utility types
      - Administrative Billing Fee will be shown as a separate line item
4. JIT shall collect payments from residents for the billed activity using various means. All Credit or Debit Card transactions will have a processing charge per transaction and will be passed on to Resident. Available payment methods include:
   - Auto draft
   - Checks / Money Order by mail
   - Online payment via a bank account
   - Online payment via Credit or Debit
   - Pay by phone via Credit/ Debit Card or eCheck
5. Remit monthly payment to Client for amounts collected and provide online access to these and other optional reports:
   a. Monthly collections summary showing amounts invoiced by apartment unit and Resident for the month
   b. Aging report showing the outstanding amounts due
   c. Schedule of unit balances transferred to the Resident Ledger, if applicable

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6. JIT shall provide Client with a Final Billing tool to generate Final Bills, collect balances and pro-rate Final Bills at the property via the Deposit Move-out and Close-out process, if applicable. Client will be responsible for determining the prorated amount to bill the resident.
7. JIT shall register with the local energy assistance providers, such as CAP Agencies, to allow the receipt of payments on behalf of residents, where applicable.
8. Client shall provide access to applicable house utility bills that are to be billed back. Preferred methodology is for Client to sign up for eBill and online access with each utility provider. If not, bills need to be sent monthly to JIT.

II. Resident Billing Process

A. Each Unit of each Property shall be considered a "Meter" and "Premise". This will remain constant within the billing database while the "Resident," "Tenant," or "Billed Party" may change dependent upon occupant of the Unit
B. Notification of Move-In and Move-Out will be obtained from the Client in an agreeable manner
C. JIT shall compile resident contact information in its database for billing and collection purposes
D. JIT shall bill residents based upon a variety of methodologies, dependent upon site equipment.
   1. JIT shall receive actual meter readings via remote data collection methodologies utilizing existing technology at the property when available
      a. If remote readings are not available for a billing cycle, or appear erroneous upon cursory review, a physical reading will be made or an estimated reading generated.
      b. If the equipment or communicating devices are not working, JIT will notify Client of the issue and will receive authorization to take physical readings; this may result in extra charge(s) to the Client. If faulty equipment needs repair, JIT will provide a quote and obtain authorization prior to repairs.
      c. If a site does not have equipment that provides remote readings, manual readings will be received and utilized for billing.
   2. If a site does not have meters in place, RUBS methodology will be utilized for billing.
E. Where applicable, each Unit Number for each Property will have a record of meter readings by month/period and the Unit's consumption will be determined by taking the End Meter Read less the Previous Meter Read.
F. JIT shall load to the Unit number's applicable ledger monthly for actual consumption at the applicable rate or prorated share billed by the utility for that period.
   1. To ensure compliance with the Federal, State, Local and Specific Utility rules, JIT shall ensure that the total apportioned amount (all unit bills combined) shall not exceed the amount billed by the Utility plus on-site solar, when applicable, for that period.
   2. Following state regulations, applicable State, County, City and Special Sales Tax and City Fees shall be placed on the bills to properly reimburse the Client for amounts paid on the bill from the Utility.

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G. JIT shall generate a bill per unit number. It is the Client's responsibility to determine if the bill needs to be prorated for an individual that moved in or out during the billing cycle.
H. Collections are the responsibility of Client.

III. Pricing

A. JIT may pass on the Admin charge to the Resident upon approval by Client in the PSPA for the services provided at the rate identified in the PSPA.
B. Upon approval by Client, JIT has the option of increasing its service pricing at the annual anniversary date of the agreement by a rate comparable to and up to the change in the Consumers Price Index.
C. Any work outside the scope of work for billing a unit may be billed at a Time & Material rate.

IV. Terms

A. Agreement shall be in place for one year. Thereafter, the agreement shall be considered on a month to month basis. Either party may terminate the agreement with 30 Days written notice
B. JIT shall keep all billing information Confidential
C. JIT is serving as a billing agent for Client. Client owns and is responsible for the metering equipment at the Property

ACCEPTED:	ACCEPTED:
JIT BlueStar	Charlotte LHA II, LLLP Client Name
By: Andrea Hatchitt Name of Signee	By: Jack Sipes Name of Signee
Signature: DocuSigned by: Andrea Hatchitt 9B3C15C5620E450...	Signature: DocuSigned by: Jack Sipes 220A0C19BD4F4FC...
Date: 2/10/2023	Date: 2/10/2023

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Exhibit A

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Property Services and Pricing Agreement (PSPA)

Legal Entity: Charlotte Leased Housing Associates II, LLLP

Property Name: Creekridge on the Park

Property Address: 7800 Creekridge Rd., Charlotte, NC 28212

Date of Agreement: 2/10/2023

Approximate First Bill: Jan. 2024

Applicable Billing Utility Types:

	Sub-metered	RUBS Allocated	(RUBS Only) Billing Methodology	(RUBS Only) Com. Area Ded.%
Electric	☒	☐		
Gas	☐	☐		
Water & Sewer	☒	☐		
Hot Water Energy	☐	☐		
Trash	*n/a*	☐		
Other (specify below)	*n/a*	☐		

Notes / Comments: _____

JIT Monthly Service Fee: $3.75 Service Fee Passed to Residents: ☒ Yes ☐ No

JIT shall charge the Resident for the following activities:

Description	Applicable Fee
Account Set Up / Move In / Move Out	$10.00 per instance
Credit Card Processing	$3.95 per payment
Late Payment Charge	1% of past due balance per NCU Resale Provisions
Returned Check Charge (NSF)	$25.00 per instance
On-Site Collection Notice	$30.00 per instance
Past Due Balance Transfer to Ledger	$50.00 per instance
Disconnect / Reconnect	$50.00 per instance

ACCEPTED: **JIT BlueStar**

Signature: DocuSigned by: Andrea Hatchitt 9B3C15C5620E450...

Date: 2/10/2023

ACCEPTED: Charlotte LHA II, LLLP
Client Name

Signature: DocuSigned by: Jack Sipes 22UA0C19CD4F4FC...

Date: 2/10/2023

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ATTACHMENT #7
UNIT MIX

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Mar 03 2023

CREEKRIDGE ON THE PARK

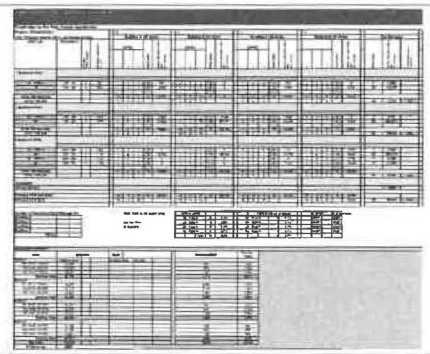
FAMILY APARTMENTS

7800 CREEKRIDGE ROAD, CHARLOTTE, NC

RENDERING

PROJECT LOCATION

PROJECT SUMMARY (UNIT MATRIX)



PROJECT TEAM

OWNER / APPLICANT:
Lightpoint Limited Housing Associates II, LLLP
3855 Northwest Blvd, Suite 150
Minneapolis, Minnesota 55427
Phone: 612 416 8808
Contact: Terry Sweet

Mechanical & Plumbing Engineering:
Bowman Knox Vogel Group, Inc
222 North Second Street
Minneapolis, Minnesota 55401
Phone: 612.338.3752
Fax: 612.338.3212
Contact: Aziz Sawhe

Landscape:
Land Design
325 North Graham Street
Charlotte, NC 28202
Phone: 704.541.1854
Contact: Shawn Tooley

Civil:
Land Design
325 North Graham Street
Charlotte, NC 28202
Phone: 704.541.1854
Contact: Frank Mickelson

Architecture:
Bowman Knox Vogel Group, Inc
222 North Second Street
Minneapolis, Minnesota 55401
Phone: 612.338.3752
Fax: 612.338.3212
Contact: Dave Nelson

Electrical Engineering:
Bowman Knox Vogel Group, Inc
222 North Second Street
Minneapolis, Minnesota 55401
Phone: 612.338.3752
Fax: 612.338.3212
Contact: Chad Kuntz

Structural Engineering:
Bowman Knox Vogel Group, Inc
222 North Second Street
Minneapolis, Minnesota 55401
Phone: 612.338.3752
Fax: 612.338.3212
Contact: Rose Rodriguez

Interiors
Bowman Knox Vogel Group, Inc
222 North Second Street
Minneapolis, Minnesota 55401
Phone: 612.338.3752
Fax: 612.338.3212
Contact: Lisa Nagasaki

A100 SERIES SHEET NUMBERING CONVENTION

A1XX

- A = Area
- 1 = Building Number (1=A, 2=B, 3=C, 4=D, 5=E)

BKV GROUP

Architecture
Interior Design
Landscape Architecture
Engineering

209 South LaSalle St
The Rookery
Suite 920
Chicago, IL
60604
312.279.0470

www.bkvgroup.com
NC Engineering License Number: C-4

CONSULTANTS

PROJECT TITLE

CREEKRIDGE O
THE PARK

MARK	DATE	DESCRIPTION
	04/08/22	NORTH REZONING
2	06/06/22	ISC SET
3	09/06/22	PERMIT SET

CERTIFICATION

NORTH CAROLINA
ARCHITECT
JEFFREY A. KUYPER
13484
PRELIMINARY
NOT FOR CONSTRUCTION OR PERMITTING PURPOSES

Jeff Kuyper
13484 2022
License Number

DRAWN BY	Author
CHECKED BY	Checker
CITRIX MASTER NUMBER	1300478

SHEET TITLE

COVER SHEE

SHEET NUMBER

G001

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ATTACHMENT #8
BILLING STATEMENTS TEMPLATE

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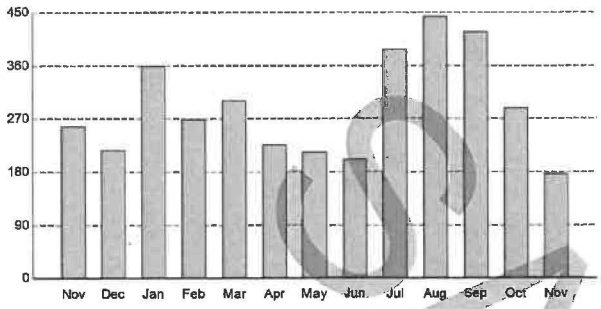
Mar 03 2023

PO Box 209
Excelsior, Minnesota 55331

ACCOUNT NUMBER	4291
NAME	[Resident Name]
INVOICE DATE	11/14/22
INVOICE NO.	1665610
SECURITY CODE	9-4291-T6JN
BILLING PERIOD	10/06/22 - 11/03/22
BILL MONTH AND YEAR	November 2022

METER NO	PREVIOUS READING	PRIOR READ	CURRENT READING	CURRENT READ	TOTAL USAGE
105	10/05/22	21,960	11/03/22	22,137	177

HISTORICAL MONTHLY CONSUMPTION



ACCOUNT SUMMARY

Description	Amount
Previous Balance	$50.07
Payments Received	($50.07)
Balance	$0.00
Current Billing	
Admin Charge	$5.00
Basic Service and Affordability Charge	$0.39
All Other Energy Charges	$23.22
Total Current Billing Charges	$28.61
TOTAL DUE 12/04/22	$28.61

To make a payment online, go to https://JIT.starnik.net and register your account using the security code above.

Phone: (952) 562-8693
Email: eBill@jitservicesinc.com
Office Hours: Monday thru Friday 8-5 CST

SAMPLE

*****SEPARATE AND RETURN BELOW STUB WITH PAYMENT*****

JIT Energy Services
PO Box 209
Excelsior, Minnesota 55331

NAME	[RESIDENT NAME]
SERVICE ADDRESS	[Service Address]
Account #	4291
DUE DATE **Previous Balance Due Immediately	**12/04/22**
TOTAL DUE 12/04/22	**$28.61**
Amount Paid	$

Payment must be received by due date to avoid late fees.

[RESIDENT NAME]
[Street Address]
[City, State, Zip]

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ATTACHMENT #9

ALL LEASE FORMS INCLUDING BILLING FOR ELECTRIC SERVICES

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Mar 03 2023

APARTMENT LEASE CONTRACT

NAA NATIONAL APARTMENT ASSOCIATION — We Lead the Way Home

Date of Lease Contract: May 11, 2021
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident(s) *(list all people signing the Lease Contract):*

Jane Doe - Sample

and *us* the owner: Minnetonka Leased Housing Associates II, LLLP

(name of apartment community or title holder). You've agreed to rent Apartment No. at B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)* (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The person authorized to manage the apartment is:

Dominium Management Services
Name

2905 Northwest Blvd. Suite 150
Street Address

Plymouth, MN 55441
City, State, Zip Code

The owner or agent authorized to accept service of process and receive and give receipts for notices is:

Dominium Management Services
Name

2905 Northwest Blvd. Suite 150
Street Address

Plymouth, MN 55441
City, State, Zip Code

2. OCCUPANTS. The apartment will be occupied only by you and *(list all other occupants not signing the Lease Contract):*

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the 1st day of April, 2021, and ends at 11:59 pm the 31st day of March, 2022. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 51 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required. At least 15 days before this lease automatically renews, we will send you notice of automatic renewal as required by statute.

4. RENT AND CHARGES. Unless modified by addenda, you will pay $ 1086.00 per month for rent, payable in advance and without demand:

- ☐ at the on-site manager's office, or
- ☒ at our online payment site, or
- ☒ at Walk in Payment System (WIPS)

Prorated rent of $ _____ is due for the remainder of *[check one]:* ☒ 1st month or ☐ 2nd month, on _____.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 3rd day of the month, you'll pay a late charge. Your late charge will be *(check one):* ☐ a flat rate of $ 86.88 or ☒ 8 % of your total rent due. The total amount of your late charges shall not exceed eight percent (8%) of your monthly rent payment. You'll also pay a charge of $ 25.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

5. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $ 300.00, due on or before the date this Lease Contract is signed.

In compliance with Minnesota law, your security deposit will bear simple interest. Interest will be included as part of the security deposit. Within 21 days after termination of your residency and receipt of your mailing address or written delivery instructions, we will return the deposit to you, with interest, or furnish to you a written statement specifying the reasons for the withholding of the deposit or any portion thereof. You may not withhold payment of any portion of any rent on the grounds that the security deposit should serve as payment of the rent. If you fail to pay the rent for the last month of the term after written notice from us, you are liable for damages under Minnesota Statutes Chapter 504B.

6. KEYS. You will be provided _____ apartment key(s), _____ mailbox key(s), _____ FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

7. UTILITIES. We'll pay for the following items, if checked:

☒ water ☐ gas ☐ electricity ☐ master antenna
☒ wastewater ☒ trash ☐ cable TV
☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be

disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Pursuant to Minnesota Statute 504B.215 Subd. 2a. upon your request, we shall provide a copy of the actual utility bill for the community along with each apportioned utility bill.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We ☐ require ☒ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are *[check one]* ☐ required to purchase personal liability insurance ☒ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See special provisions on the last page

See any additional special provisions.

11. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of $ 0.00 *(not to exceed 100% of the highest monthly rent during the lease term)* if you:

(1) fail to give written move-out notice as required in paragraph 51 (Move-Out Notice); or
(2) move out without paying rent in full for the entire lease term or renewal period; or
(3) move out at our demand because of your default; or
(4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use or negligence by you or your guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. PROPERTY LEFT IN APARTMENT. We may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 56 (Deposit Return, Surrender, and Abandonment)). We will store and care for property removed under this section. We may sell or otherwise dispose of the property 28 days after you have abandoned the apartment, and we may apply the proceeds of such sale to the removal, care and storage costs and expenses according to state statute. You will be notified of the sale at least 14 days prior to the sale by written notice sent to your last known address by certified mail.

14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 (Early Move-Out) and 34 (Default by Resident) apply to acceleration under this paragraph.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move- out notice under paragraph 51 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

OFFICIAL COPY
Mar 03 2023

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate your tenancy within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate your tenancy within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT. Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. Upon advance notice and compliance with Minnesota law, we may make reasonable changes to the said written rules.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) has no current license plate or no current registration and/or inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks garbage trucks from access to a dumpster; or
(13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 32 (Responsibilities of Owner), 44 (Right of Victims of Domestic Abuse to Terminate Tenancy), or 52 (Move-Out Procedures); or unless, upon your death, your personal representative gives statutory notice pursuant to paragraph 43 (Termination of Lease Upon Death of Resident), you or your heirs won't be released from this Lease Contract for any reason including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment or bad health.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors/Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or carbon monoxide detector, or remove a battery without replacing it with a working battery, you may be liable to us under state statute for $100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke

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detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

26. CONDITION OF THE APARTMENT AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs we're allowed to recover under state statute) in enforcing animal restrictions and rules. We may remove an unauthorized animal by following the procedures of paragraph 34 (Default by Resident). If an animal has been abandoned we may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

If you are handicapped or disabled under Minnesota law, you may be permitted under certain circumstances, to have pets allowed by state law, provided you are willing to pay the additional damage deposit described above.

29. WHEN WE MAY ENTER. We have the right to enter the apartment for reasonable business purposes after making a good faith effort to give you reasonable notice under the circumstances of our intent to enter. We may enter the apartment without prior notice if we reasonably suspect that:

(1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement;
(2) immediate entry is necessary to determine your safety; or
(3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the apartment. We must disclose the date, time and purpose of the emergency entry in writing, and such writing must be left in a conspicuous place.

For purposes of this paragraph, "reasonable business purposes" includes, without limitation:

(1) showing the unit to prospective residential tenants during the notice period before your tenancy terminates or after you have given notice to move to us or our agent;
(2) showing the apartment to a prospective buyer or to an insurance representative;
(3) performing maintenance work;

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(4) allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes;
(5) you are causing a disturbance within the apartment;
(6) we have a reasonable belief that you are violating the Lease Contract within the apartment;
(7) prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older;
(8) we have a reasonable belief that the apartment is being occupied by an individual without a legal right to occupy it; or
(9) you have vacated the apartment.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds and deduction itemizations of multiple residents will comply with paragraph 56 (Deposit Return, Surrender, and Abandonment).

Replacements

31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

(1) a reletting charge will not be due;
(2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
(3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; *or* (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. Pursuant to state law, we covenant:

(a) that the apartment and all common areas are fit for the use intended by you and us;
(b) to keep the apartment in reasonable repair during the term of this Lease Contract, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of you or of a person under your direction or control; and
(c) to maintain the apartment in compliance with the applicable health and safety laws of the State of Minnesota, including the weatherstripping, caulking, storm window, and storm door energy efficiency standards for renter-occupied residences prescribed Minnesota Statutes, Section 216C.27, subdivisions 1 and 3, and of the local units of government where the apartment is located during the term of this Lease Contract, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of you or of a person under your direction or control.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:

(a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
(b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
(c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within 7 days; and
(d) if repair hasn't been made within 7 days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

33. RESPONSIBILITIES OF RESIDENT. You covenant that you shall:

(a) not allow damage nor commit waste to the apartment or surrounding property;
(b) not allow waste of any utilities or services provided by us;
(c) make no alterations or additions to all or any part of the apartment;
(d) remove no fixtures from the apartment;
(e) not paint or wallpaper any part of the apartment without our prior written consent;
(f) keep the apartment in good, clean and sanitary condition;
(g) not unreasonably disturb the peace and quiet of others;
(h) not interfere, nor allow your guest or those under your direction or control to interfere, with the management of the apartment;
(i) use the apartment only as a private residence and not for any commercial or business purpose;
(j) not use the apartment in any way that is unlawful, illegal, or dangerous;
(k) not use the apartment in any way that would cause a cancellation, restriction or increase in premium of our insurance;
(l) not use or store in or near the apartment any inflammable or explosive substances in an unsafe manner;
(m) notify us in writing of any repairs to be made to the apartment;
(n) recycle or dispose of all trash in the outside containers provided for those purposes;
(o) provide us with your phone number within two (2) days after phone service is started or the phone number is changed; and
(p) promptly notify us of any conditions that might cause damage to the apartment or waste utilities or services provided by us.

34. DEFAULT BY RESIDENT.

Eviction. If you default, we may end your right of occupancy by bringing an action of unlawful detainer in accordance with Minnesota Statutes, Chapter 504B, to remove you and all property from the apartment, without prejudice to any other legal rights which we may assert under the terms and provisions hereof. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations.

Upon any default by you, we may accelerate the rent that will become due for the remainder of the term of this Lease Contract.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

35. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

36. NO AUTHORITY TO AMEND UNLESS IN WRITING. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate your tenancy, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

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37. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

38. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

39. MISCELLANEOUS.

A. Time is of the essence in this Lease Contract.
B. Exercising one remedy won't constitute an election or waiver of there remedies.
C. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
D. All remedies are cumulative.
E No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merelyby virtue of acting on our behalf.
F. This Lease Contract binds subsequent owners.
G. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
H. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
J. All lease obligations must be performed in the county where the apartment is located.
K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

40. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Terms), and we accept such written notice, then you are required to vacate the Premises and remove all of your personal property therefrom at the expiration of the Lease term without further notice or demand from us.

41. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

42. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

43. TERMINATION OF LEASE UPON DEATH OF RESIDENT. Either you or us may terminate your tenancy prior to its expiration date in the manner noted below, upon your death or, if there is more than one resident, upon the death of all residents under this Lease Contract. Either us or your personal representative may terminate your tenancy upon at least two (2) months' written notice, to be effective on the last day of a calendar month, and hand delivered or mailed by postage prepaid, first class United States mail, to the address of the other party. We may comply with the notice requirement of this subdivision by delivering or mailing the notice to the apartment formerly occupied by you. The termination of the Lease Contract under this section shall not relieve your estate from liability either for the payment of rent or other sums owed prior to or during the notice period, or for the payment of amounts necessary to restore the apartment to their condition at the commencement of the tenancy, ordinary wear and tear excepted.

44. RIGHT OF VICTIMS OF DOMESTIC ABUSE TO TERMINATE TENANCY. Pursuant to Minn. Statute § 504B.206, any tenant of a residential lease who is a victim of domestic abuse and fears imminent domestic abuse, such resident or the resident's minor children, if the resident's minor children remain in the leased premises, may terminate your tenancy without penalty or liability as provided in the statute. In order to exercise this right, you must provide advance written notice to us as provided in the statute. If you terminate your tenancy pursuant to this provision, you are responsible for the rent payment for the full month in which your tenancy terminates. The tenant shall forfeit the right to claim return of any portion of the security deposit and the tenant shall be relieved of any other contractual obligation for payment of rent or any other charges for the remaining term of the lease pursuant to state law. Except as provided in this Lease Contract, the tenancy shall continue with respect to any remaining tenants who wish to continue residing in the leased premises.

45. NOTICE REQUIRED BY MINNESOTA STATUTES, SECTION 504B.305. A seizure under Minnesota Statutes, Section 609.5317, subdivision 1, for which there is not a defense under Minnesota Statutes, Section 609.5317, subdivision 3, constitutes unlawful detention by you.

46. NOTICE REQUIRED BY MINNESOTA STATUTES, SECTIONS 504B.181, SUBD. 2(B). A copy of the Minnesota Attorney General's Office informational booklet on the landlord and tenant laws of Minnesota, which is required by Minnesota Statutes, Section 504B.275, is available from the Minnesota Attorney General's Office to you upon request.

47. NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES. You and us shall not unlawfully allow controlled substances on or about the apartment. The apartment shall not be used by you or persons under your control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with intent to sell, give away, barter, deliver, exchange or distribute a controlled substance in violation of any local, state or federal law. You and us shall not allow prostitution or prostitution-related activity as defined in Minn. Stat. Section 617.80, subd. 4, to occur on or about the apartment. You and us shall not allow the unlawful use or possession of a firearm in violation of Minn. Stat. Section 609.66, subd. 1a, Section 609.67, or Section 624.713 on or about the apartment. You and us shall not allow stolen property or property obtained by robbery to occur on or about the apartment.

48. WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

49. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

50. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

51. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Terms). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under Relet; paragraph 11 (Early Move-Out), or paragraph 23

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(Release of Resident), or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Terms), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

52. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 (Early Move-Out) and 34 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

53. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

54. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

55. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 4 (Rent and Charges) and 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed $100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 6 (Keys) if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 34 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

56. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 6 (Keys) have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, and judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in the Apartment).

Severability, Originals and Attachments, and Signatures

57. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

58. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.
Read it carefully before signing.

Date form is filled out *(same as on top of page 1)*

05/11/2021

Resident or Residents *(all sign below)*

Owner or Owner's Representative *(signing on behalf of owner)*

Address and phone number of owner's representative for notice purposes

2905 Northwest Blvd. Suite 150

Plymouth, MN 55441

(763)354-5500

Name and address of locator service *(if applicable)*

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SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) Statute Section 504B.291 subd. c, a partial payment accepted by management after the commencement of an eviction action does not waive management's right to recover possession of the premises or any additional amounts owed.

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ADDITIONAL SPECIAL PROVISIONS

DWELLING UNIT DESCRIPTION. Unit No. B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)*.

LEASE CONTRACT DESCRIPTION. Lease Contract date: May 11, 2021

Owner's Name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*: Jane Doe - Sample

60 day notice must be provided in writing on or before the last day of the month. Resident may be assessed service fees, damages or other charges for violations of General Rules at the discretion of Management. The fines will vary based on the type of violation - trash, pet waste, etc. Animal Provisions: Management will make reasonable accommodations in its animal rules where a change is necessary for a disability related need to own a service animal. Management does not charge animal fees, deposits, or pet rents, for an animal approved as an assistance animal necessary for a disability. No animal is approved without signing the SEPARATE Animal License Agreement.

Resident(s) *(All residents must sign)*	**Date of Signing Addendum**

Owner or Owner's Representative	**Date of Signing Addendum**

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ANIMAL ADDENDUM

Becomes part of Lease Contract

NAA NATIONAL APARTMENT ASSOCIATION We Lead the Way Home

Date: May 11, 2021
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION.
Apt. No. B-225, 10987 Bren Road East #B-225
(street address) in Minnetonka
(city), Minnesota, 55343 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: May 11, 2021
Owner's name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*:
Jane Doe - Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. A. ☐ NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. ☐ CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of $ _____ will be charged. We *[check one]* ☐ will consider, or ☐ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract *[check one]* ☐ *does*, or ☐ *does not include* this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by $ 0.00. The monthly rent amount in the Rent And Charges paragraph of the Lease Contract *[check one]* ☒ includes ☐ does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time fee of $ _____ for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license : _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Breed restrictions apply. Only species that are normally kept as household pets, such as canaries or parakeets are permitted. Birds must always be confined to cages. Management's advance consent to own up to two birds is not required. But complaints about any noise, odors, or problems associated with birds is grounds to terminate resident's right to own or keep a bird(s). Fish in aquariums, not exceeding 20 gallons in capacity. Poisonous or dangerous fish are not permitted. Occupant agrees not to keep or permit a fish aquarium, not exceeding 20 gallons in capacity, unless able to provide proof of Renter's Insurance. No snakes, rodents, reptiles, insects, or other mammals, except cats or dog

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.
Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

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11. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:
    - The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
    - Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
    - Inside, the animal may urinate or defecate *only* in these designated areas: _____
    - Outside, the animal may urinate or defecate *only* in these designated areas: Grassy area 50 feet from any building/structure
    - Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
    - You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
    - Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
    - You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
    - Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
12. **ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
13. **VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.
14. **COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
15. **OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place in the apartment and subsequently following the procedures in the Lease Contract, if in our sole judgment, you have violated the animal rules or let the animal urinate or defecate where it's not supposed to.

    If, in our sole judgment, an animal has been:
    - abandoned;
    - left in the dwelling unit for an extended period of time without food or water;
    - or you have failed to care for a sick animal.

    We may keep or kennel the animal or turn it over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after it is removed, it will be considered abandoned.
16. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

    As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.
17. **MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.
18. **JOINT AND SEVERAL RESPONSIBILITY.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
19. **GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents *(All residents must sign)*	**Owner or Owner's Representative** *(Signs below)*
_____	_____
_____	
_____	
_____	
_____	
_____	

Minnesota/National Apartment Association Official Form, January 2020
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UTILITY AND SERVICES ADDENDUM

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Mar 03 2023

This Utility Addendum is incorporated into the Lease Contract (referred to in this Addendum as "Lease Contract" or "Lease") dated May 11, 2021 between Minnetonka Leased Housing Associates II, LLLP

("We" and/or "we" and/or "us") and Jane Doe - Sample

("You" and/or "you") of Apt. No. B-225 located at 10987 Bren Road East #B-225 (street address) in Minnetonka, MN 55343 and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ water bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

b) **Sewer** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

c) **Gas** service to your apartment will be paid by you either:
- ☒ directly to the utility service provider; or
- ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

d) **Trash** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

e) **Electric** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☒ 3rd party billing company if applicable JIT

f) **Stormwater** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

g) **Cable TV** service to your apartment will be paid by you either:
- ☒ directly to the utility service provider; or
- ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

h) **Master Antenna** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

i) **Internet** service to your apartment will be paid by you either:
- ☒ directly to the utility service provider; or
- ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

j) **Pest Control** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

k) (Other) _____ service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

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l) (Other) _____ service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ☐ If flat rate is selected, the current flat rate is $ _____ per month.
  - ☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

"1" - Sub-metering of all of your water/gas/electric use
"2" - Calculation of your total water use based on sub-metering of hot water
"3" - Calculation of your total water use based on sub-metering of cold water
"4" - Flat rate per month
"5" - Allocation based on the number of persons residing in your apartment
"6" - Allocation based on the number of persons residing in your apartment using a ratio occupancy formula
"7" - Allocation based on square footage of your apartment
"8" - Allocation based on a combination of square footage of your apartment and the number of persons residing in your apartment
"9" - Allocation based on the number of bedrooms in your apartment
"10" - Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the apartment has no sub-meter. The formula may be based on factors such as, the interior square footage of the apartment, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

   If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	$ _____	(not to exceed $ _____)
Monthly Administrative Billing Fee:	$ _____	(not to exceed $ _____)
Late Fee:	$ _____	(not to exceed $ _____)
Final Bill Fee:	$ _____	(not to exceed $ _____)

   If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of $ _____.

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Management _____ Date _____

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LEASE CONTRACT BUY-OUT AGREEMENT

NAA NATIONAL APARTMENT ASSOCIATION We Lead the Way Home

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Mar 03 2023

1. DWELLING UNIT DESCRIPTION.
Unit No. B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: May 11, 2021
Owner's name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*:
Jane Doe - Sample

3. PURPOSE OF AGREEMENT. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*

(a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which *(check one)* ☒ must be the last day of a month or ☐ may be during a month;

(b) you specify the new termination date in the notice, i.e., the date by which you'll move out;

(c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;

(d) you are not in default under the Lease Contract on the new termination date (move-out date);

(e) you move out on or before the new termination date and do not hold over;

(f) you pay us a buy-out fee (consideration) of $_____;

(g) you pay us the amount of any concessions you received when signing the Lease Contract; and

(h) you comply with any special provisions in paragraph 9 below.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than 0 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is $_____ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. SPECIAL PROVISIONS. Your right of buy-out *(check one)* ☒ is or ☐ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Resident shall obtain final utility bills and pay all outstanding charges for utility services up to and including the Early Termination Date. If resident resides at a Section 42 property at least six full months of occupancy must have been fulfilled.

Resident or Residents *(All residents must sign)*

Owner or Owner's Representative *(signs below)*

Date of Lease Contract

May 11, 2021

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COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

NAA NATIONAL APARTMENT ASSOCIATION We Lead the Way Home

This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Minnetonka Leased Housing Associates II, LLLP

Resident(s): Jane Doe - Sample

Unit No:/Address: #B-225, 10987 Bren Road East #B-225, Minnetonka, MN 55343

Lease Date: 05/11/2021

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community ☒ **DOES;** ☐ **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community ☒ **DOES;** ☐ **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

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IV. PACKAGE RELEASE. This Community ☒ **DOES;** ☐ **DOES NOT** accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:
Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community ☒ **DOES;** ☐ **DOES NOT** have a business center.
Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to ___30___ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only ___1___ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a ___48___ hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of ___15___ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statue or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treament date Owner will prepare Residents' apartment and charge Residents accordingly. Residents must request extermination treaments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. WATER BEDS. Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

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XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

XII. SIGNS. Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative		Date	

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LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE

1. DWELLING UNIT DESCRIPTION.
Unit No. B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: May 11, 2021
Owner's name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*:
Jane Doe - Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- ☐ **Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a $ _____ non-refundable fee.
- ☐ **Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a $ _____ non-refundable fee.
- ☐ **Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- ☐ If a remote control is lost, stolen or damaged, a $ _____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a $ _____ deduction from the security deposit.
- ☐ If a card is lost, stolen or damaged, a $ _____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a $ _____ deduction from the security deposit.
- ☐ We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices,or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

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9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
[All residents must sign here]

Owner or Owner's Representative
[signs here]

Date of Lease Contract

May 11, 2021

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NO-SMOKING ADDENDUM

Date: May 11, 2021
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.
Unit No. B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: May 11, 2021
Owner's name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*:
Jane Doe - Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 15 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☐ is ☒ is not permitted.

The following outside areas of the community may be used for smoking: _____

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

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9. **EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. **YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. **THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

    This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

    Violations: First offense will result in a $100.00 fine. Second offense a $200 fine. Third offense a $300.00 fine and may lead to non-renewal of lease or eviction.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)

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RESIDENT PARKING ADDENDUM

Date: May 11, 2021
(when this Addendum is filled out)

1. APARTMENT DESCRIPTION.
Apt. No. B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: May 11, 2021
Owner's name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*:
Jane Doe - Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

The term of this Parking Addendum is as follows: Begins on _____, _____ and ending on _____, _____.

RESIDENT AND OWNER AGREE AS FOLLOWS:

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.

4. If you are provided with a parking tag or sticker it must be properly installed and displayed.

5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.

6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.

7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.

8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.

9. Any vehicles which are improperly parked or are in violation of this Addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

11. Any action by you, any occupant, guest, or visitor that violates this Addendum shall constitute a violation of the Lease Contract.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this Addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

COST FOR PARKING

Resident agrees to pay a onetime fee of $ _____ per vehicle on or before the _____ day of _____, _____. In alternative resident agrees to pay $ _____ monthly per vehicle due on or before the _____ day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is _____ days delinquent in paying the required parking fee.

Resident agrees to pay $ 25.00 NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:

Vehicle 1
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 2
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 3
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

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13. SPECIAL PROVISIONS.

Surface parking is extremely limited and residents are encouraged to reserve/rent an underground parking spot.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

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Mar 03 2023

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ADDENDUM REGARDING MEDICAL MARIJUANA USE AND LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME/DRUG FREE ADDENDUM

NAA NATIONAL APARTMENT ASSOCIATION

OFFICIAL COPY

Mar 03 2023

1. APARTMENT DESCRIPTION.
Apt. No. B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: May 11, 2021
Owner's name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*:
Jane Doe - Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. The Minnesota Session Laws (2014) CHAPTER 311 (Minn. Stat. 2012, Sec. 13.3806, Sec. 12. [152.32] Subd. 3(a)) permits the limited use of medical marijuana in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.

5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents *(sign here)*	**Date of Signing Addendum**

Owner or Owner's Representative *(signs here)*	**Date of Signing Addendum**

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CRIME/DRUG FREE HOUSING ADDENDUM

NAA NATIONAL APARTMENT ASSOCIATION We Lead the Way Home

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Mar 03 2023

1. **APARTMENT DESCRIPTION.**
Apt. No. B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: May 11, 2021
Owner's name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*:
Jane Doe - Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ADDENDUM APPLICABILITY.** In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the apartment, all common areas, all other apartments on the property or any common areas or other apartments on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. **CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

   A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

      1. Engaging in any act intended to facilitate any type of criminal activity.
      2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
      3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Minnesota and/or the Federal Controlled Substances Act.
      4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
      5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
      6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
      7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
      8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

   B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. **CRIMINAL CONVICTION NOT REQUIRED.** Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents ***(sign here)***

Date of Signing Addendum

Owner or Owner's Representative ***(signs here)***

Date of Signing Addendum

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Mar 03 2023

WASHER AND DRYER ADDENDUM

NAA NATIONAL APARTMENT ASSOCIATION "We Lead the Way Home"

1. DWELLING UNIT DESCRIPTION.
Unit No. B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: May 11, 2021
Owner's name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*:
Jane Doe - Sample

This document shall serve as an addendum ("the Addendum") that is hereby incorporated into and made part of the Apartment Lease Contract (the "Lease") between Resident and Owner. Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

3. PURPOSE OF ADDENDUM. In consideration of your agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

4. OWNER SUPPLIED WASHER AND DRYER.

A. Washer and Dryer Rental Fees. We agree to rent to you a washer and dryer for the sum of $ 0.00 per month, beginning on _____ and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to remove the equipment, as provided by law.

B. Identification of Washer and Dryer. You are entitled to exclusive use of a:

- [x] Full Size
- [ ] Stackable
- [ ] Other: _____

Washer Model/Serial Number:

Dryer Model/Serial Number:

The washer/dryer set will hereinafter collectively be referred to as the "equipment." You acknowledge that you have inspected the equipment, and have found the same to be in good working condition free from any defect or mechanical issue. You further acknowledge that the equipment is for your use and in consideration of your agreement to pay washer and dryer rent. We are the owner of the equipment, and you shall not remove the equipment from the dwelling. Removal of the equipment from the dwelling without our prior written consent will constitute theft, and result in our reporting to law enforcement and pursuit of both criminal and civil penalties against you.

C. Responsibility for Damages. You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damages to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, (1) you are responsible for any damage caused by a leaking washer, and will be billed by us for such damage; (2) we are not liable for any damage caused by the equipment; (3) you agree to waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any proximately caused negligence or intentional act committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

D. Insurance. At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your insurance agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

5. ACCESS TO WASHER AND DRYER; EMERGENCIES.
You agree to allow our agent(s) access to the dwelling and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice, you agree to allow our agent(s) access to the dwelling and the equipment in the event of an emergency, as provided by law.

6. RESIDENT USE AND MAINTENANCE OF WASHER AND DRYER. You agree to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operations manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for all damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the dwelling, you shall pay us the actual cost of replacing the equipment.

7. ADDITIONAL PROVISIONS. You agree that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, your failure to pay monthly equipment rent is a breach of the Lease Contract, and we shall have all remedies available including termination of the Lease Contract and eviction. In addition, upon your failure to pay equipment rent, we shall have the right to remove the equipment, as provided by law. You shall remain liable for all amounts due under this Addendum until you vacate the dwelling, including holding over or month-to- month periods, and all provisions of this Addendum will remain in full force and effect during such periods.

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8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

_____

Resident or Residents
(All residents must sign)

_____

Owner or Owner's Representative
(signs below)

_____

Date of Signing Addendum

_____

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PACKAGE ACCEPTANCE ADDENDUM

NAA NATIONAL APARTMENT ASSOCIATION We Lead the Way Home

OFFICIAL COPY

Mar 03 2023

1. DWELLING UNIT DESCRIPTION.
Unit No. B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: May 11, 2021
Owner's name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*:
Jane Doe - Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 14 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents *(All residents must sign)*

Owner or Owner's Representative *(Signs below)*

Date of Signing Addendum

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PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM

NAA NATIONAL APARTMENT ASSOCIATION We Lead the Way Home

1. DWELLING UNIT DESCRIPTION.
Unit No. B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: May 11, 2021
Owner's name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*:
Jane Doe - Sample

Occupants *(list all occupants)*:

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/ or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

4. PHOTO AND VIDEO RELEASE. You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS. You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

6. RELEASE OF LIABILITY. You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

7. REVOCATION. You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written statements, or statement of any minor occupants, by written notice to us.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

© 2019, National Apartment Association, Inc. -1/2019, Minnesota

Resident or Residents
(All residents must sign)

_____
_____
_____
_____
_____
_____

Owner or Owner's Representative
(Signs below)

_____

Date of Signing Addendum

_____

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VIOLENCE, DATING VIOLENCE, OR STALKING

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0204
Exp. 06/30/2017

OFFICIAL COPY

Mar 03 2023

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
Jane Doe - Sample	Minnetonka Leased Housing Associates II, LLLP	10987 Bren Road East #B-225 #B-225, Minnetonka, MN 55343

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is 04/01/2021. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

Tenant	Date
Tenant	Date
Tenant	Date
Tenant	Date
Tenant	Date
Tenant	Date
Landlord	Date

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CONSTRUCTION ADDENDUM

NAA NATIONAL APARTMENT ASSOCIATION We Lead the Way Home

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Mar 03 2023

1. **DWELLING UNIT DESCRIPTION.**
Unit No. B-225, 10987 Bren Road East #B-225 *(street address)* in Minnetonka *(city)*, Minnesota, 55343 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: May 11, 2021
Owner's name: Minnetonka Leased Housing Associates II, LLLP

Residents *(list all residents)*:
Jane Doe - Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.

4. **RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY.** Resident acknowledges that the property, including its common areas and apartments, may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not represent a breach of Owner's obligations under the Lease Contract.

5. **USE OF AMENITIES AND SERVICES.** Repair, renovation, improvement, or construction at the property may create conditions where Resident's use of the property's amenities and services may be limited or not available.

6. **NOISE AND OTHER DISTURBANCES.** Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

7. **RELEASE OF LIABILITY.** To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees to waive all claims related to Resident's inability to access, use, and enjoy the amenities, services, and facilities affected by existing, on-going, or future repair, renovation, improvement, or construction on the property.

The existing, on-going, or future construction at the property includes:

Title/Description: Bren Road Site Construction

Anticipated Start Date: February 10th, 2021
Anticipated End Date: June 30th, 2021

To the extent allowed by state law or local ordinance, Resident further agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

8. **DELAY OF OCCUPANCY.** Resident acknowledges that occupancy of the apartment may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and apartments. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the apartment for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

Resident hereby knowingly and voluntarily accepts the risks of delays and the apartment not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner's failure to have the apartment ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the apartment. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the apartment, including, but not limited to, any holdover rent, or other penalties imposed at Resident's current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

9. **DISPLACEMENT.** In the event Resident must be displaced from the apartment that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the apartment, Owner, at Owner's sole option, shall transfer Resident to another apartment within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent shall remain in full force and effect.

10. **SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

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11. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

_____

Resident or Residents
(All residents must sign)

_____

Owner or Owner's Representative
(signs below)

_____

Date of Signing Addendum

_____

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FOB ADDENDUM

Resident(s) Name: Jane Doe - Sample

Unit #: B-225

The resident is hereby entrusted with and acknowledges the receipt of access fob(s) to the community and apartment home.

In consideration for the provision and use of these fobs, the undersigned agrees to the following terms regarding the use, safekeeping and replacement of this/these fobs:

1. This/these access fob(s) will not be loaned or in any way given over to the possession of another person(s).
2. In the event that this/these fob(s) are lost, the Management Office is to be contacted immediately.
3. The resident agrees to surrender this/these fob(s) to the Management Office upon vacating the apartment.

If the fob(s) become lost or misplaced the resident agrees to indemnify and reimburse the property $105.00 per missing/misplaced fob.

Each adult resident listed on the lease agreement will receive one (1) fob.

Under no circumstances may locks be changed or deadbolts added without approval in writing from Management.

Fob # issued _____ Fob # issued _____

Fob # issued _____ Fob # issued _____

Resident(s):

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Owner's Agent:
DOMINIUM MANAGEMENT SERVICES INC

Authorized Representative Date

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LEASE ADDENDA PACKAGE

I/We understand that this document becomes part of the lease.

I/We have read the lease and all addenda, and the information contained has been explained by a representative of the management staff.

INCOME RESTRICTED APARTMENTS: The provisions of this paragraph apply to Residents that are living in apartments that are part of an affordable housing program either under the low-income Housing Tax Credit/Section 42 (LIHTC) program and/or any tax-exempt Bond Compliance program.

Resident Agrees to Provide Information. Resident agrees to cooperate with the annual recertification requirements of the LIHTC program and/or any Tax-Exempt Bond Compliance program. Resident further agrees, when reasonably requested by Management, to provide information, at least annually, with income, family composition, and student status certification requirements. Failure to timely respond to and fully cooperate with the recertification requirement is a material violation of this lease and is good cause for termination of the Lease. Copies of all required income statements, including those furnished after the date of this Lease, shall be considered a part of this Lease. If Resident no longer qualifies under the tax credit compliance requirements for the apartment, or if it appears Resident was approved and permitted to sign a Lease based on information that was not accurate, or complete, in all ways so that Resident's occupancy is not permitted by the income limits or other compliance requirements of the tax credit program, Resident agrees to move within thirty (30) days of notification by Management.

Rent Adjustments. At affordable rental properties, the rent that Management may charge is restricted to a rent limit published by the Department of Housing and Urban Development (HUD), less the utility allowance (U.A.) that is established for each property. These affordable housing programs limit the rent Management may charge, but allow Management to adjust rents in response to changes in limits as published by HUD. Each year HUD publishes the income limits, based on Area Median Gross Income (AMGI) that sets the maximum household income, based on the number of people in a household, that are eligible for the Housing Program. HUD also publishes, by bedroom type, a rent cap or limit on the rent that Management may charge. If the rent Resident is paying is below the rent cap level permitted by HUD, Management will have the right to implement a rent adjustment by giving proper notice equal to the Notice Period at the time of Resident's Lease renewal. Rents may also be adjusted during Resident's Lease term, to correspond to the annual notices Management receives from HUD with the rent limits for income restricted apartments based on bedroom type, and the U.A. This means that residents signing a Lease for rents below the amount that HUD has established for the rent cap in that area for the affordable program, may see a rent adjustment at the time of the Resident's Lease renewal, and an adjustment to correspond to a date following HUD's publication of new tax-credit income limits, permitted rents and the U.A.

For residents that are signing a Lease at a property where the rent levels are already equal to the current HUD rent limit less the U.A. for the property, Management will implement rent adjustments in future periods in response to changes in the tax-credit/income limits, and the rent limits less the UA. At properties where rents are already equal to the permitted HUD rent caps, rents are adjusted annually, and on an equal basis for comparable units, for all tenant households at the property when Management receives the latest HUD published AMGI and corresponding rent rates. This means that during the first year of occupancy, a tenant will likely receive a rent increase prior to his/her lease renewal date. Thereafter, rent increases will occur annually at the time new AMGI and rent rates are published by HUD, and the U.A. is implemented. A Resident's personal move-in date, or lease term date, does not establish when Management adjusts or changes the rent for leases where rents are at the HUD rent limit. At these properties, the annual adjustment of rent corresponds to a date after Management receives notification of AMGI, rent limits from HUD, and an annual UA implementation.

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Management's Right to Adjust Rent During Lease Term. Resident's Right to Terminate. If the AMGI increases or the UA decreases during the lease term, Resident agrees that Management may implement a rent adjustment. Management agrees to implement any change in rent by giving Resident at least one full calendar month notice before any change or adjustment in rent. If Resident does not wish to remain a resident, and fulfill Resident's lease term at the adjusted rent, Resident will have at least 30-days to decide whether or not to stay at the community. If Resident wants to vacate, Resident may terminate the lease early, without any standard lease break fee, or fulfilling the lease term, by giving Management one full calendar month written notice. If Resident's decision is to vacate and the one full calendar month notice does not end before the date of a rent adjustment, Resident will need to pay the new, adjusted, rent for the month it goes into effect. This early termination option provides all Residents with a limited, must be exercised within 30 days of receiving the notice of rent adjustment, right to give one full month notice to vacate if Resident does not desire to pay the new rent. Resident must fulfill 6 months of tenancy, including the notice period.

Resident (s) Initials _____

NOTICE PERIOD: The Notice Period for the giving or receiving of any Notices under this Lease to terminate the Lease, or to change terms and conditions or rents (except at Income Restricted Apartments where the paragraph above will govern) is two full calendar months). Either Resident or Management may choose not to continue the tenancy at the end of the Lease term, in which case one party must notify the other in writing not less than two full calendar months prior to the end of the term, with written Notice received before the first of the month preceding the two-month Notice Period. If a new Lease is not executed, and neither Management nor Resident has given proper written notice to terminate, the Lease will continue in effect as a month-to-month Lease but the Notice Period will be two full calendar months unless a different Notice Period is set forth below. All terms of the Lease agreement will remain the same unless Management has given a written notice equal to the Notice Period of a change in terms. For rentals that are not Income Restricted Apartments, Management may give a notice of increase in rent to become effective the first calendar month after the end of the Lease term for month-to-month tenancies.

Resident (s) Initials _____

Resident Maintenance and Housekeeping

Resident is responsible for all tenant obligations as set by law, or in any Resident Handbook, Community Policy, or other operating guideline or instructions provided by Management including, but not limited to, the removal of trash and garbage from the Apartment to the appropriate collection point and maintaining the Apartment in a clean and sanitary condition. Air conditioning and heating equipment where and when provided by Management will be maintained by Management. However, Resident will be responsible for and must pay for any repair or replacement caused by Resident's misuse or neglect. Resident must not obstruct or place any personal property in front of any air conditioning, heating equipment or vents. Resident must use plumbing fixtures and facilities, electrical systems and other mechanical systems and appliances in the manner designed. Any damage to the Apartment or other areas of the apartment complex caused by Resident, or any of Resident's guests will be corrected, repaired or replaced at Resident's expense. Resident must immediately notify Management in writing of any needed maintenance or repair. If Management is required by any state, county, local or other government authority to make any repairs or do any corrective maintenance or cleaning that is Resident's responsibility, pursuant to this Addendum, then those repairs, maintenance or cleaning will be done at Resident's expense.

Mold and Mildew Addendum

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Resident agrees to clean and dust in the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment. Resident also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Apartment; and (iv) any inoperable doors or windows.

Resident further agrees that Resident shall be responsible for damage to the Apartment and Resident's property as well as injury to Residents resulting from Resident's failure to comply with the terms of the Mold and Mildew Policy.

Smoke Detector/Carbon Monoxide Detector Notice: Resident hereby acknowledges that, the Apartment is equipped with one or more smoke detector(s), and carbon monoxide detectors; that you have inspected the detector(s); and that you find it/them to be in proper working condition. Upon discovery that a smoke detector and/ or carbon monoxide detector is non-functional and requires maintenance, Resident agrees to **immediately** either provide any maintenance necessary to make the smoke detector/carbon monoxide detector functional or provide

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owner **written** notification of the required maintenance. For your safety, notify Management/ownership immediately. Any fines incurred by Management from City or Governmental agency will be passed onto and become the responsibility of the Resident in a case where smoke detector/carbon monoxide detector has been tampered with or dismantled.

Resident agrees to replace the smoke/carbon monoxide detector(s) battery, if any, at anytime the existing battery becomes unserviceable. If after replacing the battery, the smoke detector/carbon monoxide detector will not operate or continues to make a "chirping" noise, you must inform management immediately in writing of any deficiencies.

Residents agree to reimburse management, upon request, for the cost of a new smoke and/or carbon monoxide detector and the installation of in the event the existing detector(s) becomes damaged by resident or resident's guests or invitees.

Disclaimer:

YOU ACKNOWLEDGE AND AGREE THAT OWNER/MANAGEMENT IS NOT THE OPERATOR, MANUFACTURER, DISTRIBUTOR, RETAILER OR SUPPLIER OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S). YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO
THE OPERATION MALFUNCTION OR FAILURE OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S), REGARDLESS OF WHETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO, CONNECTED WITH, OR IN ANY WAY RELATED TO THE USE, OPERATION, MANUFACTURE, DISTRIBUTION, REPAIR, SERVICING OR INSTALLATION OF SAID SMOKE AND CARBON MONOXIDE DETECTOR(S).

NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE HAVE BEEN MADE BY OWNER/MANAGEMENT OR EMPLOYEES TO YOU REGARDING SAID SMOKE AND CARBON MONOXIDE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER OR MANAGEMENT DOES NOT MAKE NOR ADOPT ANY WARRANTY OF ANY NATURE REGARDING SAID DETECTOR(S) INCLUDING EXPRESS OR IMPLIED WARRANTIES. OWNER OR MANAGEMENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES AND/OR INJURIES TO PERSON(S) OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE DETECTOR(S); (3) THEFT OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE
DETECTOR(S).

Pest Control Rule

All Residents are required to assist Management in pest control procedures. Your participation in our pest control treatment program is MANDATORY. If your Apartment is not ready when our pest control vendor is treating apartments, you may be required to pay a re-treatment or second visit fee. You are required to comply with all requests for readying your apartment for pest control treatments which may include emptying cupboards, removing materials from under sinks or vanities, and other requests.

Residents are also required to follow any recommendations or treatment control requests of our pest control vendor. Some pests, such as bedbugs, may require Residents to dispose of or professionally clean (at high temperatures or with chemical treatments) personal property and fabrics. Residents are responsible for all costs of treating or removing personal property, furniture, mattresses, and fabrics needed to achieve effective pest control. Management will not reimburse or replace personal property that must be treated or eliminated.

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

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

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Crime-Free/Drug-Free Housing

In consideration of the execution or renewal of a lease, Management and Resident agree as follows:

1. Resident, any members of the Resident's household or a guest or other person under the Resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act 21 U.S.C. 802) or possession of drug paraphernalia.
2. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in or condone any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless whether the individual engaging in such activity is a member of the household.
4. Resident or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the rental premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the Management, his agents or tenants.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction.
7. Resident hereby authorizes Landlord to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this addendum.

Key/Fob Agreement

Resident acknowledges receipt of the keys and access materials listed below and agrees to indemnify and reimburse Management for the replacement costs for any lost or misplaced keys. Further, Resident agrees to indemnify and pay Management for additional damages or charges (i.e. lock charges) relating to lost or misplaced keys and access materials including a delay or failure to report such loss.

All keys and access materials are the property of Management. Keys and access materials are strictly for use by Management and authorized members of a Resident's household. Resident will not duplicate keys or access materials or loan such materials to persons that are not authorized and approved by Management to occupy the apartment. Resident is put on notice that allowing persons to use keys when Resident is not present, and such person has not been approved for access or occupancy by Management, is a violation of the lease. All keys and access materials will be surrendered to Management upon lease termination. Resident will be charged for additional keys requested in writing by Resident and/or any unreturned keys or access materials not timely returned and surrendered at the time of move-out. These charges are due and payable at the time of the loss and prior to replacement of such keys. Please refer to the Resident Chargeback List for prices/costs.

Satellite Addendum

The following rules and regulations will govern the installation and use of a satellite dish or antenna system at properties where federal law would give Residents a right to install such equipment. At sites where a central dish or similar system is provided, and the cost for accessing such dish or system is comparable to or less than the cost of an individually procured and operated satellite dish or antennae, Management may, subject to applicable law, prohibit any individual tenant installation. Where Resident installations are permitted these rules apply.

INSTALLATION: During the term of the lease, Resident will be allowed to install an individual satellite dish one meter or less in diameter or a traditional stick type antenna on and totally within a balcony, balcony railing or patio. The dish or antenna must be located totally, within the premises being leased by Resident and cannot extend beyond the boundaries of the leased premises. Management will not be bound by any agreement between Resident and a third-party provider on other installation rules.

No dish or antenna may be installed on or in any common areas, including outside walls, outside windowsills, roofs, common area balconies, common area stairwells or any other common areas of the property.

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RESIDENT'S INSTALLATION IS ONLY PERMITTED AFTER RESIDENT CONTACTS MANAGEMENT, AND OBTAINS MANAGEMENT'S PRIOR APPROVAL AND CONSENT, WHICH APPROVAL AND CONSENT SHALL BE CONDITIONED ON RESIDENT PROVIDING MANAGEMENT WITH PLANS THAT SHOW COMPLIANCE WITH THESE INSTALLATION RULES, AND MEETS THE OTHER REQUIREMENTS HEREIN INCLUDING PROVIDING DOCUMENTATION THAT THE INSTALLATION WILL BE DONE BY A PROFESSIONAL, AND ADEQUATE SPECIFICATIONS RELATING TO THE LOCATION AND METHOD OF INSTALLATION.

CENTRAL DISH: Management is not required to install a central dish or other device for Residents who cannot otherwise receive a satellite signal.

DAMAGE TO PROPERTY: Resident shall assume total responsibility for any personal injury or physical damage to any person or the property as a result of the installation of the dish or antenna. Resident is solely responsible for the installation and shall have the dish or antenna installed by a professional ONLY.

INDEMNIFICATION: Resident does hereby indemnify and hold Management, its employees, agents and assigns harmless from any claims, causes of action, costs, expenses, attorney's fees or damages of any kind or nature arising out of the installation, use or operation of the dish or antenna on the property.

INSURANCE: Resident shall be required to obtain and maintain liability insurance with respect to the installation, use and operation of the dish or antenna. Any liability insurance obtained by Resident shall name the Management as an additional insured and a copy of the policy shall be provided to Management.

EXTENSION DEVICES: Resident shall not use devices that extend the dish or antenna beyond the leased premises.

INSIDE HOOKUPS: The dish or antenna system must be a **"Stand-alone"** system. The Resident or installer cannot splice into any existing wires or cables on the property. Resident shall not leave windows or doors ajar or open or interfere with any molding, insulation, or similar to run wires through windows, doors, or any air conditioning or HVAC sleeve or conduit. in any respect as a result of wires or cables that may be connected to the dish or antenna system. Wireless systems that do not require a wire from any outside dish or antennae to any indoor system are recommended or preferred.

REMOVAL OF DISH/ANTENNA SYSTEM: Upon termination of the lease, Resident shall be responsible to completely remove the satellite dish or antenna system from the leased premises and to restore the premises to its original condition prior to the installation of the system, at no cost to Management. Any damages caused by the system shall be the responsibility of Resident and will be deducted from Resident's Security Deposit.

Renter's Insurance It is recommended that each Resident carry Renter's Insurance to protect themselves from personal property losses and to protect themselves from liabilities they may incur by living in rental property. Resident understands that the property insurance of the Owner/Management and the apartment complex does not and cannot protect Residents' personal belongings against damage from: burglary, vandalism, fire, smoke, water, hail, wind, heat, freezing, lightning strike, electrical surge, failure, or temporary outage/garage door malfunction, or other peril. Resident also understands, that by not having Renter's Insurance which includes personal liability insurance, Resident may be liable to third parties and to Management/Owner, or Managements' insurance company, for loss or damage including lost rent, caused by any act or omission of Resident, Resident's guest, household members, animals, or personal property, including but not limited to liability to neighbors for injury or damages, including moving costs or loss of use of a Resident's apartment, reimbursement to Management of Management's deductible under Management's casualty insurance policy, etc. Renter's Insurance with liability coverage is readily available and if it is not purchased, the renter is considered "self-insured." Resident acknowledges and fully understands the options stated above and take full responsibility for his/her own protection of the complex and the protection of other residents. Resident also acknowledges that without renter's insurance, Management and Owner's policy will not reimburse or pay Resident for loss of use of the apartment, or moving costs or temporary lodging expenses, should the Lease be canceled due to causality or loss, or should Resident experience a temporary period of loss of use while repairs must be made to the apartment and it is not useable and available to Resident.

INSURANCE CARRIED BY OWNER DOES NOT COVER PERSONAL PROPERTY OF RESIDENT. RESIDENT IS STRONGLY ENCOURAGED TO OBTAIN RENTER'S INSURANCE TO PROTECT RESIDENT AGAINST ANY AND ALL SUCH LOSSES.

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MILITARY TRANSFER
If Resident is or becomes a member of the Armed Forces on extended active duty and receives change of station orders to permanently depart the local area, or is relieved from such active duty, this Resident may terminate this lease by giving written notice to owner or owner's representative. Such notice shall effectively terminate the lease 30 days after the next monthly rental payment is due. In such event, Resident agrees to furnish owner a certified copy of the official orders, which warrant termination of the lease. Military permission for base housing does not constitute a permanent change-of-station order. After move-out, such Resident shall be entitled to the refund of security deposit(s), less lawful deductions.

Resident's Bldg. Address and Unit No.

10987 Bren Road East #B-225 #B-225, Minnetonka, MN 55343

Resident(s):

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Owner's Agent:
DOMINIUM MANAGEMENT SERVICES INC

Authorized Representative Date

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LOW INCOME HOUSING TAX CREDIT LEASE RIDER
(attach to resident lease)

Property Name: Preserve at Shady Oaks

Building/Unit #: B-225

Head of Household Name: Jane Doe - Sample

The Lease dated 05/11/2021 is hereby amended by adding the following provisions:

1. Owner/Landlord may not evict or terminate the tenancy (including refusing to renew this Lease) except for good cause. Good cause means (a) serious or repeated violation(s) of the material terms and conditions of the Lease. Any eviction, lease non-renewal or termination of tenancy notice must be in writing and must state the specific violation(s). The notice must comply with all requirements of Minnesota law and other applicable programs.
2. Owner/Landlord may not increase the lease rent more than once annually, regardless of the term of the Lease.

To the extent that any terms contained in the Lease or any other agreement between the owner and the tenant contradict the terms of this Lease Rider, the provisions of this Lease Rider shall control.

By signing below, I indicate my consent to this Lease Rider:

Property Representative Name (print)

(signature) Date

****

By signing below, I indicate my consent to this Lease Rider. I/we have been given a copy of this Lease Rider.

Jane Doe - Sample
Resident Name (print)

(signature) Date

Resident Name (print)

(signature) Date

Resident Name (print)

(signature) Date

Resident Name (print)

(signature) Date

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TAX CREDIT LEASE ADDENDUM

Resident(s) Name: Jane Doe - Sample

Unit # B-225

THIS ADDENDUM is being attached to, and incorporated by reference in, that certain Apartment Lease (the "Lease") between the undersigned landlord and the undersigned Tenant for the purpose of modifying certain terms and conditions of the Lease. The terms and conditions of this Addendum shall supersede the terms and conditions of the Lease to the extent inconsistent therewith.

1. Low-Income Housing Credit. The premises are to be operated in accordance with the requirements of the low-income housing credit program under Section 42 of the internal revenue Code of 1986, as amended (the "Program"). Tenant's rights hereunder shall be subject to the requirements that must be met under the Program in order for the Landlord to qualify to take the cost of the premises into basis for calculation of Landlord's tax credit. Tenant shall cooperate with all Landlord requirements related to such compliance and the Program.

2. Permitted Occupants. Only the following persons will be permitted to occupy the premises:

   Jane Doe - Sample

   Tenant shall not allow any other person to move into the premises without Landlord's prior written approval.

3. Income Certification. Tenant has or will complete and execute an Income Certification Form prior to commencement of the lease term, and shall complete and execute further Income Certification Forms at Landlord's request at least annually hereafter. Upon request by Landlord, Tenant shall recertify Tenant's household income to Landlord or any governmental or quasi-governmental agency in a manner satisfactory to Landlord, and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the premises as may be reasonably requested by Landlord. Failure to provide accurate and timely income certification will constitute a breach of this lease.

4. Recertified Income. Tenant acknowledges that the annual recertification of Tenant's household income must meet the limitations imposed by the Program for continued occupancy of the premises.

5. Information Supplied. Tenant hereby certifies that the information supplied by tenant to Landlord that was taken into consideration by Landlord in determining Tenant's qualifications to rent the premises, including Tenant's Application, Income Certification and Recertification, is accurate, complete, and true in all respects.

6. Increased Income. If, upon annual recertification, Tenant's household income exceeds 140% of the applicable Program limits, Landlord may: (a) increase Tenant's monthly rent to the Maximum Allowable Rent, or (b) move Tenant to a market rate unit. This does not pertain to 100% tax credit properties.

7. Certain Changes. Tenant shall notify Landlord immediately in writing if Tenant's household size changes and/ or Tenant become(s) a full time student. If Tenant becomes a full time student the tenant or household may not qualify for tax credit housing.

8. Smoke Detector. Landlord and Tenant each hereby acknowledge that state law requires the owner (Landlord) of a dwelling to install a functional smoke detector in the basement of the dwelling and on each floor level of each dwelling unit, except the attic or storage area of a dwelling unit. State law further requires the occupant (Tenant) to maintain any smoke detector in the premises unless the occupant (Tenant) or a government

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building inspector gives written notice to the owner (Landlord) that the smoke detector is not functional. Owner (Landlord) shall within 5 days after receipt of such a notice provide any maintenance necessary to make the smoke detector functional. Upon discovery that a smoke detector in the premises requires maintenance, occupant (Tenant) agrees to immediately either provide any maintenance necessary to make that smoke detector functional or provide owner (Landlord) written notification of the required maintenance.

9. Barrier-Free Units. If the premises are barrier-free and neither Tenant nor any member of Tenant's household uses a wheelchair, Landlord may require Tenant to relocate to a non barrier-free unit upon ten (10) days written notice if (a) a non barrier-free unit to which Tenant may relocate is available, and this unit is suitable for (b) a person who uses a wheelchair wishes to lease the premises.

10. Security Deposit. Tenant hereby authorizes Landlord to deposit the security deposit funds required by the Lease in a interest-bearing account in any bank, savings and loan association, credit union or elsewhere as permitted by applicable law. Interest earned may be disbursed to Landlord, except interest required by applicable law to accrue to the benefit of Tenant, which interest shall be disbursed as required to Tenant.

11. Drug Free Housing. In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Management and Resident agree to the following pertaining to Drug Free Housing:
    a. Resident, any member of Resident's household, or a guest or other person shall not engage in drug-related activity, on or near the premises. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of a Controlled Substance 21 U.S.C. 802.
    b. Resident, any member of the Resident's household, or a guest or other person shall not engage in any act intended to facilitate drug-related activity, on or near property premises.
    c. Resident or members of the household will not permit the dwelling to be used for, or to facilitate drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
    d. Resident or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
    e. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of lease.
    f. Resident, any member of the Resident's household, or a guest or other person shall not engage in acts of violence or threats of violence, including, but not limited to, the lawful discharge of firearms on or near property premises.

IN WITNESS WHEREOF, the undersigned have duly executed the addendum or caused it to be duly executed as of the date of the Lease.

Resident(s):

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Owner's Agent:
DOMINIUM MANAGEMENT SERVICES INC

Authorized Representative Date

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Creekridge on the Park
RESIDENTIAL LEASE AGREEMENT
UTILITY ADDENDUM

As part of the Residential Rental Agreement ("Lease") between Creekridge on the Park ("Management") and {RESIDENT NAME} ("Resident"), this **UTILITY ADDENDUM,** dated {MM/DD/YYYY}, defines which utility costs the Resident is required to pay outside of the rent due under the Lease. Resident agrees to pay for all utility charges billed or apportioned to the address that is registered on the Lease associated with this Utility Addendum, as well as any of the fees or charges from JIT Energy Services ("Utility Billing Company") defined within this Utility Addendum, for all of the utility services marked below with an "X" (hereinafter called "Billed Utilities") as set forth in the subsequent terms within this Utility Addendum and the corresponding sections for each marked service.

☒Resident Paid Electricity

☐Resident Paid Water/Sewer

☐Resident Paid Gas/Heat

☐Domestic Hot Water

☐Shared Community Expense

Payments

☐ Resident shall remit all payments for the utilities covered by this Utility Addendum directly to Management.

☒ Resident shall remit all payments for the utilities covered by this Utility Addendum directly to the designated Utility Billing Company.

Resident Paid Electricity

1. Billing

Resident agrees to pay, in addition to rent due under the Lease, a separate amount to be billed as set forth in this Utility Addendum, for the utility service costs related to providing such utility service to Resident (herein called "Resident Paid Electricity"). Charges under this section may include, but are not limited to, costs related to Resident Paid Electricity services or the delivery or distribution or billing of these services, costs related to any resources or services required for these services or the delivery or distribution or billing of those resources, and any additional taxes or fees related to these services or resources. Resident's monthly rent under the Lease does not include a charge for Resident Paid Electricity. Instead, Resident shall pay that amount stated in a separate bill sent to Resident each billing period by Management or the Utility Billing Company designated by Management (herein called "Utility Bill").

2. Disclosures and Apportionment of Charges

In accordance with Minnesota Statute § 504B.215, the following disclosures about the Resident Paid Electricity apportionment agreement are below:

a. A report of the rental community's total monthly utility costs for the most recent calendar year relating to the charges described in this section is available at the site office for review by Resident.

b. Resident has a right to request a copy of the bills for the community relating to the charges described in this section along with a report showing the corresponding charges for every Resident within the community. Upon Resident's request, Resident is entitled to past copies of actual bills from the utility provider(s) and any third-party company(s) used to provide, deliver, or bill for the utility services described in this section to the Resident for any period of the tenancy for which Resident received an apportioned Utility Bill. Past copies of bills relating to the charges described in this section for the preceding two years, or from the time Management acquired the residential premises, whichever is most recent, are available for inspection and copying in the office of Management.

c. The charges described in this section will be apportioned to Resident pursuant to the methodology marked with an "X" below and all other applicable terms within the Utility Addendum:

☐100% of the apportioned charges to Resident are based on the actual metered consumption for Resident's individual unit and the published residential rates by the utility service provider for private dwellings, including any applicable taxes or fees the utility service provider would normally charge a residential customer.

d. Individual taxes or fees shown on the Resident's Utility Bill may be for calculation purposes only. All actual taxes and fees related to the charges described in this section are paid directly to the utility service provider as required.

e. When charges described in this section are required by law to be based on the rental community's actual billed costs, the bills from the utility service provider which most appropriately correspond with the Utility Bill usage period will be used.

f. For purposes of efficiency, any allocation formulas or rates are only computed once each billing period for all units in the rental community. No effort is made to factor changes in household size in the middle of a billing period due to births, move ins, move outs, or any other changes in household size in the middle of a billing period. If an allocation formula is used to calculate the charges described in this section, prior to applying the allocation formula, Management or the Utility Billing Company may, at the discretion of Management or the Utility Billing Company, reduce the total utility costs to be apportioned to Residents by an amount to reflect consumption related to vacant units or Management usage that is not equitably related to general Resident use or benefit. Residents wanting to see more specific information on the precise apportionment calculations may request this information from Management.

g. Resident agrees and acknowledges the charges described in this section may fluctuate as the charges, taxes, fees, and other amounts paid by Management for costs related to providing and the administration of these services at the property may vary. Resident agrees to pay the billed amounts, including any increases, that are included on the Utility Bill each billing period, on or before the date the Utility Bill is due.

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Creekridge on the Park
RESIDENTIAL LEASE AGREEMENT
UTILITY ADDENDUM

Resident Paid Water/Sewer

1. Billing

Resident agrees to pay, in addition to rent due under the Lease, a separate amount to be billed as set forth in this Utility Addendum, for the utility service costs related to providing such utility service to Resident (herein called "Resident Paid Water/Sewer"). Charges under this section may include, but are not limited to, costs related to Resident Paid Water/Sewer services or the delivery or distribution or billing of these services, costs related to any resources or services required for these services or the delivery or distribution or billing of those resources, and any additional taxes or fees related to these services or resources. Resident's monthly rent under the Lease does not include a charge for Resident Paid Water/Sewer. Instead, Resident shall pay that amount stated in a separate bill sent to Resident each billing period by Management or the Utility Billing Company designated by Management (herein called "Utility Bill").

2. Disclosures and Apportionment of Charges

In accordance with Minnesota Statute § 504B.215, the following disclosures about the Resident Paid Water/Sewer apportionment agreement are below:

a. A report of the rental community's total monthly utility costs for the most recent calendar year relating to the charges described in this section is available at the site office for review by Resident.

b. Resident has a right to request a copy of the bills for the community relating to the charges described in this section along with a report showing the corresponding charges for every Resident within the community. Upon Resident's request, Resident is entitled to past copies of actual bills from the utility provider(s) and any third-party company(s) used to provide, deliver, or bill for the utility services described in this section to the Resident for any period of the tenancy for which Resident received an apportioned Utility Bill. Past copies of bills relating to the charges described in this section for the preceding two years, or from the time Management acquired the residential premises, whichever is most recent, are available for inspection and copying in the office of Management.

c. The charges described in this section will be apportioned to Resident pursuant to the methodology marked with an "X" below and all other applicable terms within the Utility Addendum:

☐50% of the apportioned charges are based on the number of occupants in Resident's unit as a percentage of total number of occupants in all occupied units at the rental community during the billing period. The other 50% of the apportioned charges are based on the square footage of Resident's unit as a percentage of the total square footage of all ☐ occupied and ☐ unoccupied (applicable if checked) units at the property.

☐100% of the apportioned charges are based on the number of occupants in Resident's unit as a percentage of total number of occupants in all occupied units at the rental community during the billing period. Each additional occupant in a Resident's unit, greater than one, is allocated at a rate less than one on a descending schedule.

☐100% of the apportioned charges are based on the square footage of Resident's unit as a percentage of total rentable square footage at the rental community.

☐Actual costs related to the charges described in this section will be divided equally among the number of units at the rental community, occupied or unoccupied, and that amount will be billed to Resident each billing period.

☒100% of the apportioned charges to Resident are based on the actual metered consumption for Resident's individual unit and the published residential rates by the utility service provider for private dwellings, including any applicable taxes or fees the utility service provider would normally charge a residential customer.

d. Individual taxes or fees shown on the Resident's Utility Bill may be for calculation purposes only. All actual taxes and fees related to the charges described in this section are paid directly to the utility service provider as required.

e. When charges described in this section are required by law to be based on the rental community's actual billed costs, the bills from the utility service provider which most appropriately correspond with the Utility Bill usage period will be used.

f. For purposes of efficiency, any allocation formulas or rates are only computed once each billing period for all units in the rental community. No effort is made to factor changes in household size in the middle of a billing period due to births, move ins, move outs, or any other changes in household size in the middle of a billing period. If an allocation formula is used to calculate the charges described in this section, prior to applying the allocation formula, Management or the Utility Billing Company may, at the discretion of Management or the Utility Billing Company, reduce the total utility costs to be apportioned to Residents by an amount to reflect consumption related to vacant units or Management usage that is not equitably related to general Resident use or benefit. Residents wanting to see more specific information on the precise apportionment calculations may request this information from Management.

g. Resident agrees and acknowledges the charges described in this section may fluctuate as the charges, taxes, fees, and other amounts paid by Management for costs related to providing and the administration of these services at the property may vary. Resident agrees to pay the billed amounts, including any increases, that are included on the Utility Bill each billing period, on or before the date the Utility Bill is due.

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Creekridge on the Park
RESIDENTIAL LEASE AGREEMENT
UTILITY ADDENDUM

Resident Paid Gas/Heat

1. Billing

Resident agrees to pay, in addition to rent due under the Lease, a separate amount to be billed as set forth in this Utility Addendum, for the utility service costs related to providing such utility service to Resident (herein called "Resident Paid Gas/Heat"). Charges under this section may include, but are not limited to, costs related to Resident Paid Gas/Heat services or the delivery or distribution or billing of these services, costs related to any resources or services required for these services or the delivery or distribution or billing of those resources, and any additional taxes or fees related to these services or resources. Resident's monthly rent under the Lease does not include a charge for Resident Paid Gas/Heat. Instead, Resident shall pay that amount stated in a separate bill sent to Resident each billing period by Management or the Utility Billing Company designated by Management (herein called "Utility Bill").

2. Disclosure and Apportionment of Charges

In accordance with Minnesota Statute § 504B.215, the following disclosures about the Resident Paid Gas/Heat apportionment agreement are below:

a. A report of the rental community's total monthly utility costs for the most recent calendar year relating to the charges described in this section is available at the site office for review by Resident.

b. Resident has a right to request a copy of the bills for the community relating to the charges described in this section along with a report showing the corresponding charges for every Resident within the community. Upon Resident's request, Resident is entitled to past copies of actual bills from the utility provider(s) and any third-party company(s) used to provide, deliver, or bill for the utility services described in this section to the Resident for any period of the tenancy for which Resident received an apportioned Utility Bill. Past copies of bills relating to the charges described in this section for the preceding two years, or from the time Management acquired the residential premises, whichever is most recent, are available for inspection and copying in the office of Management.

c. The charges described in this section will be apportioned to Resident pursuant to the methodology marked with an "X" below and all other applicable terms within the Utility Addendum:

☐50% of the apportioned charges are based on the number of occupants in Resident's unit as a percentage of total number of occupants in all occupied units at the rental community during the billing period. The other 50% of the apportioned charges are based on the square footage of Resident's unit as a percentage of the total square footage of all ☐ occupied and ☐ unoccupied (applicable if checked) units at the property.

☐100% of the apportioned charges are based on the number of occupants in Resident's unit as a percentage of total number of occupants in all occupied units at the rental community during the billing period. Each additional occupant in a Resident's unit, greater than one, is allocated at a rate less than one on a descending schedule.

☐100% of the apportioned charges are based on the square footage of Resident's unit as a percentage of total rentable square footage at the rental community.

☐Unit is individually metered by utility provider for gas and billed directly to property. 100% of the charges from the utility provider for Resident's unit will be passed-through and included on Resident's Utility Bill.

☐ Actual costs related to the charges described in this section will be divided equally among the number of units at the rental community, occupied or unoccupied, and that amount will be billed to Resident each billing period.

☒100% of the apportioned charges to Resident are based on the actual metered consumption for Resident's individual unit and the published residential rates by the utility service provider for private dwellings, including any applicable taxes or fees the utility service provider would normally charge a residential customer.

d. Individual taxes or fees shown on the Resident's Utility Bill may be for calculation purposes only. All actual taxes and fees related to the charges described in this section are paid directly to the utility service provider as required.

e. When charges described in this section are required by law to be based on the rental community's actual billed costs, the bills from the utility service provider which most appropriately correspond with the Utility Bill usage period will be used.

f. For purposes of efficiency, any allocation formulas or rates are only computed once each billing period for all units in the rental community. No effort is made to factor changes in household size in the middle of a billing period due to births, move ins, move outs, or any other changes in household size in the middle of a billing period. If an allocation formula is used to calculate the charges described in this section, prior to applying the allocation formula, Management or the Utility Billing Company may, at the discretion of Management or the Utility Billing Company, reduce the total utility costs to be apportioned to Residents by an amount to reflect consumption related to vacant units or Management usage that is not equitably related to general Resident use or benefit. Residents wanting to see more specific information on the precise apportionment calculations may request this information from Management.

g. Resident agrees and acknowledges the charges described in this section may fluctuate as the charges, taxes, fees, and other amounts paid by Management for costs related to providing and the administration of these services at the property may vary. Resident agrees to pay the billed amounts, including any increases, that are included on the Utility Bill each billing period; on or before the date the Utility Bill is due.

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Creekridge on the Park
RESIDENTIAL LEASE AGREEMENT
UTILITY ADDENDUM

Domestic Hot Water

1. Billing

Resident agrees to pay, in addition to rent due under the Lease, a separate amount to be billed as set forth in this Utility Addendum, for the utility service costs related to providing such utility service to Resident (herein called "Domestic Hot Water"). Charges under this section may include, but are not limited to, costs related to Domestic Hot Water services or the delivery or distribution or billing of these services, costs related to any resources or services required for these services or the delivery or distribution or billing of those resources, and any additional taxes or fees related to these services or resources. Resident's monthly rent under the Lease does not include a charge for Domestic Hot Water. Instead, Resident shall pay that amount stated in a separate bill sent to Resident each billing period by Management or the Utility Billing Company designated by Management (herein called "Utility Bill").

2. Disclosure and Apportionment of Charges

In accordance with applicable regulations, the following disclosures about the Domestic Hot Water apportionment agreement are below:

a. A report of the rental community's total monthly utility costs for the most recent calendar year relating to the charges described in this section is available at the site office for review by Resident.

b. Resident has a right to request a copy of the bills for the community relating to the charges described in this section along with a report showing the corresponding charges for every Resident within the community. Upon Resident's request, Resident is entitled to past copies of actual bills from the utility provider(s) and any third-party company(s) used to provide, deliver, or bill for the utility services described in this section to the Resident for any period of the tenancy for which Resident received an apportioned Utility Bill. Past copies of bills relating to the charges described in this section for the preceding two years, or from the time Management acquired the residential premises, whichever is most recent, are available for inspection and copying in the office of Management.

c. The charges described in this section will be apportioned to Resident pursuant to the methodology marked with an "X" below and all other applicable terms within the Utility Addendum:

☐50% of the apportioned charges are based on the number of occupants in Resident's unit as a percentage of total number of occupants in all occupied units at the rental community during the billing period. The other 50% of the apportioned charges are based on the square footage of Resident's unit as a percentage of the total square footage of all ☐ occupied and ☐ unoccupied (applicable if checked) units at the property.

☐100% of the apportioned charges are based on the number of occupants in Resident's unit as a percentage of total number of occupants in all occupied units at the rental community during the billing period. Each additional occupant in a Resident's unit, greater than one, is allocated at a rate less than one on a descending schedule.

☐100% of the apportioned charges are based on the square footage of Resident's unit as a percentage of total rentable square footage at the rental community.

☐ Actual costs related to the charges described in this section will be divided equally among the number of units at the rental community, occupied or unoccupied, and that amount will be billed to Resident each billing period.

d. Individual taxes or fees shown on the Resident's Utility Bill may be for calculation purposes only. All actual taxes and fees related to the charges described in this section are paid directly to the utility service provider as required.

e. When charges described in this section are required by law to be based on the rental community's actual billed costs, the bills from the utility service provider which most appropriately correspond with the Utility Bill usage period will be used.

f. For purposes of efficiency, any allocation formulas or rates are only computed once each billing period for all units in the rental community. No effort is made to factor changes in household size in the middle of a billing period due to births, move ins, move outs, or any other changes in household size in the middle of a billing period. If an allocation formula is used to calculate the charges described in this section, prior to applying the allocation formula, Management or the Utility Billing Company may, at the discretion of Management or the Utility Billing Company, reduce the total utility costs to be apportioned to Residents by an amount to reflect consumption related to vacant units or Management usage that is not equitably related to general Resident use or benefit. Residents wanting to see more specific information on the precise apportionment calculations may request this information from Management.

g. Resident agrees and acknowledges the charges described in this section may fluctuate as the charges, taxes, fees, and other amounts paid by Management for costs related to providing and the administration of these services at the property may vary. Resident agrees to pay the billed amounts, including any increases, that are included on the Utility Bill each billing period, on or before the date the Utility Bill is due.

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Creekridge on the Park
RESIDENTIAL LEASE AGREEMENT
UTILITY ADDENDUM

Shared Community Expense

1. Billing

Resident agrees to pay, in addition to rent due under the Lease, a separate amount to be billed as set forth in this Utility Addendum, for the utility service costs related to providing such utility service to Resident (herein called "Shared Community Expense"). Shared Community Expense charges may include, but are not limited to, costs related to Trash services, rubbish removal, sanitation services, recycling services, community related internet services, security services, or the delivery or distribution or billing of these services, costs related to any resources required for these services or the delivery or distribution or billing of those resources, and any additional taxes or fees related to these services. Resident's monthly rent under the Lease does not include a charge for Shared Community Expense. Instead, Resident shall pay that amount stated in a separate bill sent to Resident each billing period by Management or the Utility Billing Company designated by Management (herein called "Utility Bill").

2. Disclosure and Apportionment of Charges

In accordance with applicable regulations, the following disclosures about the Shared Community Expense apportionment agreement are below:

a. A report of the rental community's total monthly utility costs for the most recent calendar year relating to the charges described in this section is available at the site office for review by Resident.

b. Resident has a right to request a copy of the bills for the community relating to the charges described in this section along with a report showing the corresponding charges for every Resident within the community. Upon Resident's request, Resident is entitled to past copies of actual bills from the utility provider(s) and any third-party company(s) used to provide, deliver, or bill for the utility services described in this section to the Resident for any period of the tenancy for which Resident received an apportioned Utility Bill. Past copies of bills relating to the charges described in this section for the preceding two years, or from the time Management acquired the residential premises, whichever is most recent, are available for inspection and copying in the office of Management.

c. The charges described in this section will be apportioned to Resident pursuant to the methodology marked with an "X" below and all other applicable terms within the Utility Addendum:

☐50% of the apportioned charges are based on the number of occupants in Resident's unit as a percentage of total number of occupants in all occupied units at the rental community during the billing period. The other 50% of the apportioned charges are based on the square footage of Resident's unit as a percentage of the total square footage of all ☐ occupied and ☐ unoccupied (applicable if checked) units at the property.

☐100% of the apportioned charges are based on the number of occupants in Resident's unit as a percentage of total number of occupants in all occupied units at the rental community during the billing period. Each additional occupant in a Resident's unit, greater than one, is allocated at a rate less than one on a descending schedule.

☐100% of the apportioned charges are based on the square footage of Resident's unit as a percentage of total rentable square footage at the rental community.

☐ Actual costs related to the charges described in this section will be divided equally among the number of units at the rental community, occupied or unoccupied, and that amount will be billed to Resident each billing period plus an additional fixed charge of up to $2.00/month to cover minor fluctuations in costs.

d. Individual taxes or fees shown on the Resident's Utility Bill may be for calculation purposes only. All actual taxes and fees related to the charges described in this section are paid directly to the utility service provider as required.

e. When charges described in this section are required by law to be based on the rental community's actual billed costs, the bills from the utility service provider which most appropriately correspond with the Utility Bill usage period will be used.

f. For purposes of efficiency, any allocation formulas or rates are only computed once each billing period for all units in the rental community. No effort is made to factor changes in household size in the middle of a billing period due to births, move ins, move outs, or any other changes in household size in the middle of a billing period. If an allocation formula is used to calculate the charges described in this section, prior to applying the allocation formula, Management or the Utility Billing Company may, at the discretion of Management or the Utility Billing Company, reduce the total utility costs to be apportioned to Residents by an amount to reflect consumption related to vacant units or Management usage that is not equitably related to general Resident use or benefit. Residents wanting to see more specific information on the precise apportionment calculations may request this information from Management.

g. Resident agrees and acknowledges the charges described in this section may fluctuate as the charges, taxes, fees, and other amounts paid by Management for costs related to providing and the administration of these services at the property may vary. Resident agrees to pay the billed amounts, including any increases, that are included on the Utility Bill each billing period, on or before the date the Utility Bill is due.

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Creekridge on the Park
RESIDENTIAL LEASE AGREEMENT
UTILITY ADDENDUM

Other Charges and Fees

Resident understands and agrees to the terms below relating to charges that may be included on their Utility Bill. In addition to the apportioned charges related to utility usage and services, where allowable by applicable regulations, Resident may also be billed the following fees, penalties, or other charges on their Utility Bill:

a. **Move In Fee:** When moving into or transferring into a new unit, Resident will be billed $10.00 by the Utility Billing Company on their first Utility Bill for the new unit.
b. **Move Out Fee:** When moving out of or transferring out of a unit, Resident will be billed $10.00 by the Utility Billing Company on their last Utility Bill for that unit.
c. **Admin Charge:** Every billing period, where allowed by law and at the discretion of Management or a Utility Billing Company designated by Management, Resident will be billed an Admin Charge. This fee, in accordance with IRS regulations, covers administrative costs associated with generating the Resident's Utility Bill. The Admin Charge may be adjusted from time to time to reflect changes in the Consumer Price Index, changes in charges of any third-party utility billing company used by Management, or postage.
d. **Late Fee:** If Resident does not pay the Total Account Balance due on the Utility Bill, on or before the due date on the Utility Bill, a fee up to but not exceeding $30.00, within limits of any applicable regulations, may be billed to Resident on the succeeding Utility Bill at the discretion of Management or the Utility Billing Company. This late fee is separate from, and in addition to, any late fee that may be due under the Lease for late payments of rent.
e. **On-Site Notification Fee:** If Resident does not pay the Total Account Balance due on the Utility Bill within 30 days after the due date on the Utility Bill, a collection notice may be delivered to the Resident's unit, including but not limited to Disconnection Notices or Past Due Notices, and a fee up to but not exceeding $30.00, within limits of any applicable regulations, may be billed to Resident on the succeeding Utility Bill at the discretion of Management or the Utility Billing Company.
f. **Credit Card Fee:** If Resident uses a credit card or debit card to make a payment for their Utility Bill charges, a $3.95 fee will be billed to Resident on the succeeding Utility Bill.
g. **Bounced Check Charge:** If Resident submits a payment that is reversed by the Resident or the issuing bank or the receiving bank for any reason after it is submitted, a fee up to but not exceeding $30.00, within limits of any applicable regulations, may be billed to Resident on the succeeding Utility Bill or on a separate bill at the discretion of Management or the Utility Billing Company.
h. **Disconnection Fee:** If Resident's utility services are disconnected due to delinquency status of Utility Bill account balance, a fee up to but not exceeding $60.00, within limits of any applicable regulations, may be billed to Resident on the succeeding Utility Bill at the discretion of Management or the Utility Billing Company.
i. **Reconnection Fee:** If Resident's utility services are disconnected due to delinquency status of Utility Bill account balance, once Resident pays the Total Account Balance or otherwise satisfies the terms required for reconnection of services to be scheduled, a fee up to but not exceeding $60.00, within limits of any applicable regulations, may be billed to Resident on the succeeding Utility Bill at the discretion of Management or the Utility Billing Company.
j. **Delinquent Balance Recovery:** If Resident receives a collection notice and does not satisfy the terms of the collection notice on or before the due date, at the discretion of Management, where allowed by law, the delinquent balance may be paid by Management and recovered directly from Resident along with their rent. A fee up to but not exceeding $50.00 per incident, within limits of any applicable regulations, may be billed to Resident on the succeeding Utility Bill or charged by Management and collected along with the delinquent balance recovery.

Prorated Charges

If a Resident moves in, moves out, or transfers in the middle of a usage period, or if a meter read is not available for the beginning or end of the usage cycle for a charge that is normally calculated based on actual meter reads, Management or the Utility Billing Company may use an equitable formula to prorate the charges on the Utility Bill.

Partial Period Utility Bills

At the discretion of Management or Utility Billing Company, when allowable by law, any partial period Utility Bill charges may be included on the subsequent or proceeding full period Utility Bill. If Resident breaks the Lease or moves out before the end of a full billing period, Resident will still be billed for all apportioned Utility Bill charges and applicable fees through the end of the last billing period of Resident's legal obligations under the Lease or the date that another tenant moves into the unit, whichever occurs first. If Resident moves into a unit on a date other than the first day of a billing period, Resident will be charged for the full period of time that Resident was living in, occupying, or responsible for Utility Bill charges on the unit.

Financial and Emergency Assistance Programs

Utility services billed through a third-party Utility Billing Company or Management, and not billed directly through the Utility Provider, may limit or disqualify Resident's access to some financial and other types of assistance programs for utilities.

Payment Plan Disclosure

Regardless of any payment plans, arrangements, or extensions setup between Resident and Utility Billing Company, where allowable by law, at the discretion of Management, a Lease violation will be issued to Resident if the Total Account Balance on the Utility Bill is not paid in full on or before the Due Date on the Utility Bill.

Utility Bill Delinquency

Resident agrees to pay Total Account Balance on the Utility Bill prior to paying any portion of Rent or Lease payments required under the Lease. Failure to pay the Total Account Balance on the Utility Bill on or before the due date on the Utility Bill, or chronic late payments, are a material breach of the Lease and will give Management all rights given to it under the Lease for breach of Lease including, but not limited to, the right to bring an eviction action. Regardless of any payment plans, arrangements, or extensions setup between Resident and Utility Billing Company, where allowable by law, Management, at their discretion, may also decline to process, deny, or return any Rent or Lease payments submitted by Resident if there is a past due balance on the Resident's Utility Bill account.

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Creekridge on the Park
RESIDENTIAL LEASE AGREEMENT
UTILITY ADDENDUM

Reporting Maintenance Issues
Resident agrees to immediately report any issues they discover or suspect to Management that may impact utility usage at the property or in the unit so that Management has the opportunity to resolve those issues.

Management Utility Bill Payments
Management, at their sole discretion, when allowable by law, may submit payment to Utility Billing Company towards Resident's Utility Bill account and collect from Resident directly for reimbursement or deduct the charges from Resident's deposit under the Lease, and any unpaid balance may be sent to collections by Management.

Data Sharing Agreement
If Management chooses to contract Utility Billing Company to generate and track the data for the utility services covered in this Utility Addendum, Resident understands that all data is still completely owned by Management. Resident authorizes Utility Billing Company and Management to share any information Management or Utility Billing Company deem pertinent to Resident's Utility Bill account between each other as well as with any credit or collection agencies at the discretion Utility Billing Company or Management.

Lease and Building Rules Separate
This Utility Addendum relates solely to the Utility Bill and does not set forth, nor override, any rules or regulations between the parties already defined in the Lease, any building rules and regulations, community policies, or other provisions that relate to requirements for trash disposal, cooperation with recycling programs, hazardous materials, and other rules and requirements defined in the Lease or by applicable regulations.

Changes in Occupancy
Resident represents that all persons residing in the unit are accurately identified in the Lease. Resident agrees to notify Management in writing of any changes in the number of occupants within seven days of the change in occupancy.

Billing Errors
Resident agrees to notify Management or Utility Billing Company in writing of any suspected errors or omissions in Utility Bills. If Resident fails to notify Management or Utility Billing Company of any credit, error, or omission that would have been noticed by a reasonably prudent Resident, then Resident will be responsible for any losses or damages sustained by Management or Utility Billing Company, including the costs of collecting such losses or damages incurred. In the case of any error in crediting Resident's account with a payment that Resident knows, or reasonably should know, was not made, Resident shall be responsible for repaying such credit and paying for any attorneys' fees and costs incurred in collecting such credit.

Miscellaneous
Resident understands that no representation or warranty by Management or Utility Billing Company regarding Utility Bills shall be enforceable unless it is set forth in writing. Neither Management nor Utility Billing Company are liable for any losses or damages Resident incurs as the result of outages, interruptions, or fluctuations in Utilities provided to the unit unless such loss or damage was the direct result of negligence of Management, Utility Billing Company, or its employees. Resident releases Management and Utility Billing Company from any and all such claims and waives any claims for offset or reduction of rent or diminished rental value of the Apartment/Townhome due to such outages, interruptions, or fluctuations.

Notwithstanding the term of Resident's Lease, which term may be greater than a one-month term, this Utility Addendum may be changed at any time by Management upon thirty (30) days' written notice which thirty (30) days need not be equal to one full calendar month. Resident and Management acknowledge that changes in Utility Billing Company, utility service providers, increases or decreases that the rental community might be required to pay by utility providers, additional or reduced taxes or charges, and the benefits of ease and flexibility in managing a building-wide utility billing program, make it mutually beneficial for both Resident and Management to be able to change all billing practices throughout the Apartment /Townhome community upon thirty (30) days' notice. The rights of Management defined in this Utility Addendum in no way change, or relieve Resident from, the obligations to fulfill Resident's full Lease term and to satisfy any notice requirements of the Lease.

If any provision of this Utility Addendum is determined invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Utility Addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Utility Addendum and the terms of the Lease as it relates to the payment of Utility Bill charges, the terms of this Utility Addendum shall control.

In the event that either party retains counsel to enforce any terms of this Utility Addendum agreement, each party shall be responsible for the payment of his/her or its own attorneys' fees. If an eviction action is brought by Management to enforce this Utility Addendum or the Lease agreement, Management shall be entitled to collect its costs, disbursement, and filing and service fees in an eviction action brought to enforce this Utility Addendum.

[END OF UTILITY ADDENDUM]

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(1) a description of the lessor, who is the applicant, including legal name and type of business entity, and a description of the property to be served, including business or marketing name, if any, street address, and number of units;

Dominium Development and Acquisition, LLC (Dominium) was founded in 1972 and has emerged to become one of the nation's most respected developers, owners, and managers of affordable housing. Dominium brings excellence to the development and management of affordable housing communities across the United States. With the distinct view that long-term returns matter, from development to management, the growth-oriented, high-performance culture strives to ensure each of the stakeholders of Dominium are well-served and that residents gain apartments they are proud to call home and that financial and community stakeholders gain a solid partner dedicated to growth and community vitality. Dominium currently owns and manages more than 38,000 apartment homes at more than 220 properties across the U.S. and will keep working to make quality housing affordable and accessible for all.

The Creekridge on the Park property is a planned multifamily residential property consisting of 150 units located in Charlotte, North Carolina on 8.83-acre affordable housing development site. The site is adjacent to McAlpine Creek Park and sits within a Qualified Census Tract, which allows the project to qualify for tax exempt bonds through the State of North Carolina. The site is zoned and entitled for up to 150 garden-style apartments units.

(2) a description of the proposed billing method and billing statements;

Fixed fees on the master utility bill shall be allocated by the number of units at the property to be passed through to tenants. The total bill less fixed fees on the utility bill will be divided by the total kWh to arrive at the kWh per unit cost. The kWh per unit cost will then be multiplied by the individual unit submeter based on the actual electricity consumption for each individual unit. A unit will only be invoiced for the actual kWh recorded by the property-owned submeters during tenant occupancy. All rules and regulations regarding the late fee, administrative charge, required minimum remittance due date, and return check charge will be followed pursuant to NCUC Rule R22-5. Tenants will not be charged the cost of electricity from any other unit or common areas in the tenant bill.