

Tenant Rules and Regulations

(Attachment A)

This Agreement is attached to and made a part of the *Rental Contract* between Landlord and Tenant dated _____ pertaining to the lease of the _____ dwelling unit at 1161 Hubbard Ave., Saint Paul, MN, 55104.

This attachment contains rules and regulations intended to help secure the comfort and safety of Tenant and Tenant's neighbors.

These rules may be changed or revoked, in whole or in part, by the Landlord at any time with 30 days' written notice. The notice period begins upon delivery of the notice to Tenant, or, if necessary, posting of the notice in a place likely to be seen by Tenant.

All such amendments, revocations, or new rules shall become a part of this Attachment as of their effective date.

1. Complaints

Renters may contact the Landlord by phone, email, or text about non-emergency issues between 8 a.m. and 6 p.m. weekdays. Contact the Landlord immediately when you or the property is in danger.

2. Noise

Occupants will observe quiet hours between 10 p.m. and 7 a.m. weekdays and 10 p.m. and 8 a.m. Sundays and holidays. During quiet hours, noise made by Occupants must not disturb Occupants of the other apartment.

3. Vehicles

- a. No vehicles will park in the yard without the Landlord's written authorization.

- b. Occupants will not perform any vehicle maintenance or repair that interferes with the cleanliness of the property or the health and safety of its Occupants and guests.
- c. Occupants shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle, inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the Common Area of the Premises. A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles shall be parked in designated areas only.
- d. Three days after giving notice to Tenant, Landlord will arrange for the removal of the unauthorized vehicle. Tenant shall pay reasonable removal and storage expenses as additional rent.

4. Fire Prevention

- a. Occupants will not store flammable, combustible or explosive fluids, material such as firewood, chemicals or substances on the Premises and the Common Area.
- b. Occupants will barbeque or grill in the yard at least 10 feet away from the garage and the building.
- c. Occupants will not use kerosene heaters on the Premises or Common Areas.
- d. Occupants will not use electric space heaters without the prior written permission of Landlord.
- e. Occupants will not use the oven or other cooking appliances to heat the Premises. Violation of this rule will be grounds for terminating the *Rental Contract*.
- f. Occupants will not alter or disable smoke and carbon monoxide detectors. If smoke from cooking triggers a detector, re-enable the alarm after the smoke clears and put it back on the wall or ceiling.
- g. Tenants will contact the Landlord when smoke and carbon monoxide detectors chirp or otherwise indicate the detector or its battery needs replacement.

5. Trash

- a. Occupants will not (1) throw garbage out of windows or doors; (2) leave any trash, including large items such as couches and mattresses, in the Common Area.
- b. Occupants will place trash out for collection at the side of the curb inside the containers provided by the waste collection company that services the address. On non-holiday weeks, trash and recyclable waste are picked up early on _____.
- c. Tenants may arrange with the Landlord for the disposal of furniture and other items that are too large to fit in trash containers. To arrange disposal, Tenants must (1) tell the Landlord what they want hauled away at least three days before the regular trash pickup day; (2) move large items next to the trash bins the evening before the trash is picked up. Items may not be left out earlier than the evening before the pickup day; (3) pay disposal costs, if any. The waste hauler provides free disposal of _____ items a year.
- d. After the trash is collected, Occupants will move the containers back inside or beside the garage.

6. Garage Parking and Storage

- a. All Tenants may access the area to the south side of the garage to store grills, bicycles and other non-motorized vehicles and use the trash containers.
- b. The Landlord assumes no liability for theft or damage of any items left in the garage.
- c. Tenants who have not been given permission to use the driveway or garage in their *Residential Lease* may never park a motorized vehicle in the garage or Common Area.
- d. Tenants with permission to use the driveway and garage in their *Residential Lease* are subject to the rules in the *Vehicles* section of this Attachment and to the following rules.
 - i) Tenants will use *Vehicle Information Addendum (Attachment C)* to provide information about a vehicle that is parked in the driveway or garage. This information must be updated when vehicle information changes.

- ii) Tenants may store items that (1) do not block access to items stored in the garage for use in maintaining the Premises (2) fit in the cabinet or the shelves located on the west side of the garage or in the area immediately above or below them.
- iii) No items may be stored above the garage rafters.
- iv) Landlord will issue a three-day warning to remove items that are a nuisance or are stored outside a designated area. After three days, Landlord will treat the items as abandoned and dispose of them as soon as possible. Tenant will pay reasonable removal and disposal expenses as additional rent.
- v) Tenants will close the garage door after they're done using the garage.

7. Common Area Maintenance

- a. Occupants may bring items into the Common Area for their use and enjoyment.
- b. The Landlord assumes no liability for theft or damage of any items left in the Common Area.
- c. When not using them, Occupants will store barbeques and grills beside the garage or inside the garage in the area designated for storing them.
- d. Occupants will not leave baby carriages, bicycles; garbage cans, boxes, plants, furniture, or any other items in the Common Area overnight without the Landlord's written authorization.
- e. Landlord will issue a three-day warning to remove unauthorized items. After three days, Landlord will treat the items as abandoned and dispose of them as soon as possible. Tenant will pay reasonable removal and disposal expenses as additional rent.
- f. Occupants will not (1) exhibit, inscribe or paint a sign, advertisement, notice, or other lettering in the Common Area without prior written consent of the Landlord; or (2) damage the property by permanently attaching placards, signs, exhibits, awnings and other projections to a window or wall.

8. Apartment Safety and Maintenance

- a. Occupants will not use water beds, fish tanks, or other liquid containers that hold more than 10 gallons without the prior written consent of the Landlord.
- b. Occupants will not clog sewer pipes or drains with throw-away diapers, sanitary napkins, or tampons, Kleenex or other cleansing tissues, cigarette butts, grease, oil, or other items not intended to go down a toilet or drain. Tenant will pay the costs of repairing the clog and any other damages it causes.
- c. Occupants will not clean the wood floors with Murphy Oil Soap. Ingredients in this product make refinishing the floors difficult.
- d. Occupants will not place linens, clothing, curtains, rugs or mops overnight on the outside of any window.
- e. Tenants who have cable, phone, a security system, or an antenna or satellite dish installed on the Premises will pay to repair holes in the wall and to remove wires stapled inside or outside the Premises when they move out.
- f. Tenants will keep windows closed as necessary to avoid damage to the interior and to reduce heating bills in winter. Damage to the property resulting from failure to close windows will be repaired at the Tenants' expense.
- g. To ensure that radiator panels remain at a safe temperature, occupants will set the radiator temperature no higher than the red dot if the thermostat on the floor is set to 70 degrees. The temperature may need to be lower if the thermostat is set above 70.



- h. On Tenants' request, the Landlord will supply a fire screen for radiators controlled by the thermostat in the basement or upper unit. Tenants with children under 4 years old or who expect to have visitors under four years old are encouraged to request installation of the screens.

- i. Occupants of the Lower unit will keep the utility closet in the basement locked.

9. Tenant Changes

- a. The *Rental Contract* may be amended to add Tenants to and remove Tenants from the *Rental Contract*.
- b. Prospective Tenants will apply to live in the apartment using the same process as was used by Tenants who have signed the *Rental Contract*.
- c. The Landlord will screen applicants using the same process as was used to screen Tenants who have signed the *Rental Contract*.
- d. To amend the *Rental Contract*, the Landlord, any Tenant who is leaving, any Tenant who is moving in, and all other Tenants who occupy the Premises sign an Addendum to the Contract.
- e. The Addendum may specify how the security deposit will be distributed among the Tenants.

10. Utilities

- a. Landlord will bill Tenant if the amount of the water bill or gas bill exceeds normal usage by more than 10 percent.
- b. Excessive amounts will be billed to the Tenants no later than ten (10) days after Landlord receives the bill for the utility. The billed amount is due immediately on receipt by the Tenants.
- c. Excessive amounts will be divided between Tenants in the two apartments on the Premises based on the relative size of their apartments. The lower apartment occupies 75% of the area in the building and the upper apartment occupies 25% of the area of the building.

Normal usage is calculated as follows:

Utility	Landlord pays...												
Water	<p>Lower apartment: \$126 per quarter</p> <p>Upper apartment: \$42 per quarter</p> <p>The cost of water is calculated as follows:</p> <ol style="list-style-type: none"> 1. Median daily units for all billing periods between 11/5/2004 and 11/4/2016 when the property was occupied. St. Paul Regional Water Services supplied data used in establishing the median. 2. Multiplied by \$7 (the cost per unit). 3. Multiplied by 365 (days per year) 4. Divided by 4 to calculate the average quarterly bill 5. Multiplied by the relative size of the two apartments to divide the water bill between them. 												
Gas	<ul style="list-style-type: none"> • Lower apartment: base cost of \$58 per billing period plus calculated heating costs per period • Upper apartment: base cost of \$18 per billing period plus calculated heating costs per period plus metered cost of gas used for cooking. <p>Xcel Energy billing periods last from 29 to 34 days.</p> <p><i>Base costs per month:</i></p> <table border="1" data-bbox="505 1461 1393 1854"> <thead> <tr> <th data-bbox="505 1461 678 1524">Charge</th> <th data-bbox="678 1461 1146 1524">Basis</th> <th data-bbox="1146 1461 1268 1524">Lower</th> <th data-bbox="1268 1461 1393 1524">Upper</th> </tr> </thead> <tbody> <tr> <td data-bbox="505 1524 678 1759">Meter</td> <td data-bbox="678 1524 1146 1759"> <p>Lower: Xcel Energy charges \$9 per meter per billing period.</p> <p>Upper: Upper metered separately.</p> </td> <td data-bbox="1146 1524 1268 1759">\$9</td> <td data-bbox="1268 1524 1393 1759">Meter</td> </tr> <tr> <td data-bbox="505 1759 678 1854">Cooking</td> <td data-bbox="678 1759 1146 1854">Lower: Monthly cost estimate by U.S. Department of Housing and</td> <td data-bbox="1146 1759 1268 1854">\$13</td> <td data-bbox="1268 1759 1393 1854">Meter</td> </tr> </tbody> </table>	Charge	Basis	Lower	Upper	Meter	<p>Lower: Xcel Energy charges \$9 per meter per billing period.</p> <p>Upper: Upper metered separately.</p>	\$9	Meter	Cooking	Lower: Monthly cost estimate by U.S. Department of Housing and	\$13	Meter
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Utility	Landlord pays...			
		Urban Development (HUD) for three-bedroom unit in Saint Paul. Upper: Upper metered separately.		
	Hot water	Lower: Monthly cost estimate by HUD for three-bedroom unit in Saint Paul. Upper: Monthly cost estimate by HUD for one-bedroom unit in Saint Paul.	\$21	\$9
	Dryer	Lower: Monthly cost estimate by Xcel Energy, based on 1 load/day Upper: No dryer	\$6	\$0
		Total	\$49	\$9

The cost of heat is calculated as follows:

1. The difference between the average external temperature (as reported by Xcel Energy) during the billing cycle and 70 degrees. This reflects setting the thermostats in the unit to 70F.
2. Multiplied by 0.08 cents per degree. This average is based on a test in January 2018.
3. Multiplied by the number of days in the billing cycle.
4. Multiplied by the relative size of the two apartments to divide the heating costs between them.

Example 1

- Xcel Energy reports the average external temperature during a 31-day billing cycle as 10 degrees.
- Landlord multiplies 60 (the difference between 10 degrees and 70 degrees) by 0.08 to arrive at a daily heating cost of

Utility	Landlord pays...
	<p data-bbox="597 247 683 279">\$4.80.</p> <ul data-bbox="548 310 1386 562" style="list-style-type: none"> <li data-bbox="548 310 1386 394">• Landlord multiplies 31 days times \$4.80 to arrive at \$148.80 for the period. <li data-bbox="548 426 1386 562">• Landlord divides \$148.80 to determine the amount added to each apartment's base cost. This is the portion of the bill paid by the landlord. <p data-bbox="500 594 662 625">Example 2</p> <p data-bbox="500 657 1365 793">Xcel Energy reports the average external temperature during a billing cycle as 72 degrees. Landlord pays only the base cost during the cycle.</p>