



## COMMUNITY POLICIES

*Last revised February 12, 2018*

- 1. Community Living Standards.** All residents are expected to comply with established standards of community living, including maintaining adequate standards of personal hygiene and room cleanliness to avoid interference with the general comfort, safety, security, health or welfare of the community or a resident's roommates. Any personal safety or welfare issues should be brought to the attention of management; any resident forcing or attempting to cause another resident to leave his/her own apartment may be subject to termination.
- 2. Dangerous or Disruptive Activities.** Activities that endanger residents and/or the community are strictly prohibited, including but not limited to being on roofs, climbing from windows and scaling or rappelling from outside walls or stairwells, improper use of security doors or interfering with the locking of any door, throwing objects from windows, playing sports or participating in other outdoor activities in hallways or stairwells, or any violent, threatening, belligerent or unlawful acts.
- 3. Drug- and Crime-Free Policy.** As provided in the Housing Agreement and under Minnesota law, any drugs, drug paraphernalia or criminal activity, by a resident and/or guests, will be considered a material breach by the resident of the Housing Agreement and may subject the resident to immediate termination. Proof of violation of these policies may be by the preponderance of the evidence and does not require criminal conviction.
- 4. Maintenance.** Service calls will be performed during normal work hours as specified in the Housing Agreement, except in the case of a legitimate property emergency. All service calls must be reported to the management office by telephone, in person, by e-mail to [office@stadiumvillageflats.com](mailto:office@stadiumvillageflats.com) or by submitting an online work order through the "Residents" link at [stadiumvillageflats.com](http://stadiumvillageflats.com) (preferred). Manager's maintenance technicians are not authorized to accept individual requests without the request being submitted as a normal work order through management. Service calls will generally be performed on a first come, first served basis with priority given to matters that may constitute a hazard or create significant discomfort for residents. Residents are expected to report maintenance or facility concerns promptly and may be held responsible for damage or utility charges for failure to report issues in an apartment.
- 5. Care of Premises.** Stickers, adhesive tape, nails, screws or hooks may not be used on floors, walls, woodwork or doors. Thumbtacks, pushpins and non-marking adhesive materials are permitted in moderation. All windows and exterior doors must remain closed when air conditioning is operating; this equipment does not function properly when windows are open.
- 6. Public Areas.** The sidewalks, parking areas, driveways, courtyards, stairways, breezeways, corridors, and all other common areas may not be obstructed in any way by a resident or guest, including by garbage cans, supplies, shopping carts, bicycles or other belongings. If articles are left in any public areas, management may remove them at the resident's risk and expense.
- 7. Locks, Keys, Keycards.** Residents will receive one electronic keyfob for access to the assigned apartment and bedroom, building front door and amenity spaces, plus one mailbox key. If a resident is locked out of an apartment or bedroom, management will unlock the door (upon resident presenting photo ID) during office hours at no charge for the first instance; additional or after-hours lockouts will be charged to the resident at \$75 per instance. Replacement of a lost key or keyfob will be charged to the resident at \$100 per keyfob (including lock reprogramming) and \$10 per mailbox key. Any key or keyfob not returned at the time the premises are vacated will be charged to the resident at the same rates. No locks may be changed or added to any doors without management's written consent.
- 8. Smoking; Flammables** Stadium at Village Flats is a 100% non-smoking facility; smoking is prohibited at all times in all indoor areas. The following items are prohibited throughout the community: candles with wicks, incense, flammable liquids or gases (including propane and gasoline), and other flammable or incendiary substances.
- 9. Soliciting.** Any soliciting or distribution of any type of material within the community is prohibited without prior written approval from management. Please notify management of any suspected unauthorized solicitor so that appropriate action may be taken.

- 10. Cleanliness; Removal of Trash.** All garbage, refuse and other types of waste must be placed inside receptacles provided by management. No trash or other waste may be disposed of or stored on the grounds of the community, kept by an entrance door or in a hallway or breezeway, or placed in improper containers or elsewhere in the community. Each resident (together with roommates as applicable) is responsible for cleaning and keeping the assigned apartment and all furnishings in a clean, safe and sanitary condition. Trash should be disposed of promptly and properly. Trash chutes are provided by management on each level of the community; however, furniture, chemicals, hazardous materials, batteries, computer monitors, televisions, computers, stereos or other electronic devices are not permitted in the dumpsters. All such materials must be taken by the resident to a local facility designed for disposal of such materials. Cigarette butts may not be left anywhere on the grounds of the community. Residents are expected to maintain all areas inside and immediately outside of the apartment. No trash may be kept in hallways or otherwise outside of an apartment, even in bags or cans. Any resident or apartment violating any of the above policies will be charged an administrative fee of at least \$25 per bag (or portion thereof) to be disposed; continued violation may result in agreement termination.
- 11. Hallways, Stairwells, Windows and Doors.** Awnings or other projections may not be attached to the outside of any building. Windows, hallways, stairwells and elevators may not be used for draping articles, shaking dust mops, beating rugs, drying laundry, painting, or any anything that may stain the foundation and/or surface of the area. Cigarettes, trash or other material(s) may not be left on or thrown from any hallway, window, stairwell, parking area or doorway. Hallways and stairwells may not be used for storage. No sign, banner or other fixture, including foil and/or film of any kind, may be hung in any window or on any door in a manner that may be visible from the exterior of the building. No external antenna, clothesline, sign, banner, flag or satellite dish may be erected on any part of the building exterior. Only those window coverings supplied by Owner may be allowed to be seen from outside the building. Violations of this policy may be corrected by management (including cleanup and disposal of materials) at the residents' expense. Damage to shared or common areas, including adjacent hallways, windows and doors, will be repaired at the joint and several expense of the residents of the applicable apartment(s).
- 12. Plumbing Fixtures.** Sweepings, matches, rags, towels, cigarettes, bottle caps, coffee grounds, bones and other obstructing materials may not be placed or flushed in any plumbing fixture. Any damage to plumbing caused by misuse will be repaired at the residents' expense.
- 13. Waterbeds.** The use of any type of waterbed or water furniture is prohibited except with management's prior written consent, following resident providing adequate additional insurance in management's discretion.
- 14. Light Bulbs.** Each apartment is furnished with working light bulbs at the time the resident(s) take possession. Thereafter, the expense of any replacement bulbs necessary or required will be the responsibility of the residents, except halogen bulbs over the kitchen counter.
- 15. Common-Area Furnishings.** Furnishings provided in apartment common areas such as living rooms are intended for the common use of all residents of the apartment, and may not be removed or taken into individual bedrooms. Furniture in the clubhouse may not be relocated.
- 16. Noise.** Loud and boisterous noise or any other objectionable behavior by any resident or guest which may disturb other residents is not permitted. Good judgment and thoughtfulness for others should be used in the playing of musical instruments, stereos, television sets and all other sound sources. An apartment that is the subject of a noise complaint will, in management's discretion, be charged a \$50 administrative fee and may be referred to law enforcement. Multiple noise violations may subject the residents of an apartment to agreement termination.
- 17. Guests.** All residents are responsible for the actions of their guests (including anyone permitted into the community by a resident, whether or not known to the resident) at all times. Residents are expected to ensure that guests observe all rules and policies applicable to residents. Any violation or act by a guest will be considered the violation or act of the resident. Guests must be accompanied at all times by the

responsible resident when accessing common area amenities such as the pool, clubhouse, etc. Management reserves the right to restrict guests from any part of the community or from using any amenity at any time. Except as otherwise expressly provided in the resident's Housing Agreement or Lease, any overnight guest requires the advance consent of all apartment-mates, must be pre-registered with management if staying more than three total nights in any 30-day period, and may not stay at the community for more than three consecutive nights nor more than six nights in any thirty-day period.

- 18. Parties.** Residents hosting or participating in social gatherings must at all times prevent excessive noise or disturbances that could interrupt the quiet enjoyment of others. Any gathering of 10 or more guests in any apartment must be registered with management at least one full business day beforehand. No apartment may host more than 20 persons (including residents and guests) at any social gathering, whether inside or outside the apartment. Loitering in exterior common areas or community facilities during quiet times of 11:00 p.m. through 9:00 a.m. is prohibited. "Open" parties are prohibited. Flyer announcements, block parties and multi-unit parties are prohibited. Management may require a party to disperse for reasons of safety or to prevent disturbance to other residents. Guests at any gathering are subject to parking restrictions and vehicles violating parking rules may be towed.
- 19. Animals.** Stadium at Village Flats is a no-pets community. The resident(s) of any apartment keeping an animal not permitted in writing by management will be responsible for an administrative fee of \$200 and must remove or register the pet within 24 hours. Unattended, stray and un-registered animals may be impounded by management or law enforcement.
- 20. Exterior Lights.** Exterior lights on apartments and buildings and in hallways are for the general safety of the community. Tampering with these lights in any way is prohibited. Prompt reporting of all outages to management is appreciated.
- 21. Moving Damage.** Each resident is responsible for all damage caused on the premises, whether in connection with moving into or out of his/her apartment or bedroom, and whether intentionally caused or not. This liability extends not only to the apartment units, but also to any damage done to any external or exterior portions of the community.
- 22. Inspections.** In order to ensure the health and safety of all residents and the preservation of the premises, management and maintenance staff inspects all bedrooms and apartments approximately quarterly. If at any time management believes there are urgent health, fire, safety, maintenance or security issues located in the resident's apartment, management and maintenance staff may enter with or without notice, as permitted by applicable law. If a scheduled inspection is to be performed, the residents will be notified approximately 48 hours prior to the inspection by notice placed at the front door of the apartment or otherwise delivered to one or more residents.
- 23. Internet connection; Computer Café.** Internet connectivity is provided throughout the community for use by residents and guests. A computer café is provided for the use of residents only; the display or other transmission of objectionable, pornographic, discriminatory, harassing or otherwise inappropriate material using any computer equipment provided by Owner is prohibited. Users must abide by applicable laws at all times in the course of using Owner-provided computer equipment and/or Internet connections. The display, downloading, uploading or other use of materials in violation of the copyright or other intellectual property rights of any person are prohibited using any Internet connection or computer equipment provided by Owner. Users of the Internet connection provided by Owner must also abide by all acceptable use policies and other rules issued by the community's Internet service provider from time to time.
- 24. Recreational Facilities.** Owner has provided recreation facilities, amenities and areas for the use of residents and guests. In order that these facilities be used for the benefit of everyone and be properly maintained, serviced and operated with safety, management will establish schedules and appropriate regulations for the use of each such facility. Management may add, remove, upgrade or modify any of the provided recreations facilities and amenities, without notice or compensation. All guests, as well as children

of residents or guests, must be accompanied at all times by the responsible resident when using any recreational facility or amenity. Appropriate attire is required at all times when using fitness rooms and other community amenities. The use of proper footwear is required at all times on or around these areas. No attendant or supervision is provided for any of the recreational facilities, including fitness and weight rooms. Owner and management do not sponsor athletic activities and all participants undertake these activities solely at their own risk of injury and without supervision or warranty from Owner or management. In consideration of being permitted to use the recreational facilities and other amenities, each resident: assumes all risks in connection with the use of recreational facilities and amenities, including use by the resident, guests, family, friends and roommates; release Owner and management and their respective employees and agents from any liability for any injury, incident or damage which may occur in the use of recreational facilities and/or amenities, including risks both foreseeable and unforeseeable; and agree to hold harmless Owner and management and their respective employees and agents from any claim by a resident, guest or legal representative arising out of the use of recreational facilities and/or amenities.

**25. Tanning Facilities and Guidelines.** Operator has provided unattended tanning beds/booths for use by residents only. Use of the tanning facilities is subject to the following guidelines:

- A. **Anyone using the tanning facilities does so at their own risk.**
- B. Failure to wear appropriate eye protection may result in permanent damage to the eyes. All users of the tanning facilities agree to wear protective eyewear at all times.
- C. Repeated exposure to ultraviolet light causes burns and may result in premature aging and/or skin cancer.
- D. If a user of tanning facilities is taking a prescription or over-the-counter drug, a physician should be consulted before using the tanning facilities.
- E. If the user of tanning facilities is pregnant, a physician should be consulted before using the tanning facilities.
- F. Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain foods, cosmetics, medications or drugs. A physician should be consulted before using the tanning facilities if the user has any questions or concerns.
- G. Users of the tanning facilities are responsible for understanding and abiding by all tanning facility regulations.
- H. By using or accessing any tanning facility, the user acknowledges that he or she has read and understands the warnings stated above and assumes all risk for any injury, including death, or accident which relates to the use or misuse of the tanning facility, and will hold harmless the community owner, Operator, its management agent and their respective employees, contractors and affiliates from any claim or liability arising in connection with use of or access to any tanning facility.

**26. Parking.** Vehicles may be parked only in those areas of the parking structure designated for parking, in a single marked spot. Vehicles may not be parked to any extent on landscaping, in driveways, in handicap spaces (without a valid permit) or blocking reserved spots, no-parking areas or fire lanes. Only passenger vehicles of ordinary size, with current license plates and valid Stadium Village Flats registration may be parked in the parking areas designated for residents. Boats, trailers, large vans, campers and commercial trucks may not be parked or otherwise left anywhere at the community. No vehicle maintenance may be performed anywhere at the community except as expressly permitted by management. No vehicle may be left on the grounds of the community for more than 7 days without being moved, except with prior express consent of management. Any violation of parking policies will subject the vehicle to being towed at the owner's risk and expense and may also subject the resident to administrative fees. Owner, management and their respective employees and agents will not be responsible for any damage or loss to vehicles or contents for any reason, including in connection with towing, and each resident, on behalf of resident and guests, releases and will hold harmless Owner, management and their employees and agents from any claim or liability in connection with parking or towing of vehicles.