

**TENANT RULES & MAINTENANCE  
HORIZON PROPERTIES**

**FOR USE AS A SAMPLE ONLY**

These Rules become part of your lease agreement in accordance with the last Dwelling Unit Rental Agreement.

1. **Rent:** Rent is due by 6:00 p.m. the first day of each month. Rent is to be paid by ONE check only. Deposit a check or money order in the Rent Box on the first of each month. Make check payable to “HORIZON PROPERTIES.” If rent is received after that date in any month, Landlord may elect to charge a late fee of \$10.00 per day, not to exceed \$40.00 per month. If not received by the fifth of the month, Landlord may elect to serve tenant with a notice to pay rent or vacate. A service charge of \$25.00 will be assessed the tenant for returned checks.
2. **Keys:** Each tenant on the lease will receive one key each to your apartment upon moving in. Mailbox keys will be issued one per apartment. Keys are the responsibility of residents and should not be transferred to other persons under any circumstances. All keys are to be returned at the time of final inspection. There will be a \$10.00 charge for duplicate keys in case of loss and a \$15.00 charge if the Management has to come and unlock a door in the situation of a lockout. If you are locked out of your apartment, be prepared to show an ID to Management when let back into your apartment. Upon moving out, there will be a \$25.00 charge assessed for re-keying of locks. This fee will be withheld from your security deposit. No additional locks may be put on any door without the consent of Management.
3. **Utilities.** Utilities, for which Tenant is responsible, are to be transferred PRIOR to occupancy. Utilities not switched after the third day of occupancy will be disconnected. Tenant will also be charged a \$25 fee for not doing so. Use utilities provided by Landlord in a reasonable and not wasteful manner
4. **Move-In Inspection:** Tenants shall complete the move-in inspection report form provided by Management and return to Management within 48 hours after move-in. Management will rely on said form when determining deductions from Tenant’s security deposit for damage to the premises. Tenant’s failure to return move-in inspection form will constitute Tenant’s acceptance of the premises as entirely clean and damage free.
5. **Insurance:** The owner insures the building only and takes no responsibility for personal property of the tenants. Management urges tenants to secure a Renters Policy to cover personal liability, fire, and theft loss incurred by the tenant. The Management or owners of the complex are not responsible for loss due to fire, wind, rain, theft, or accidents on the complex property or in buildings. If it becomes unlawful to occupy the premises due to fire or casualty damage, Horizon Properties’ liability is limited to all prepaid rent and the security deposit. Waterbeds or aquariums over 25 gallons are not allowed without adequate written proof of renter’s insurance which specifically covers waterbeds or aquariums; this documentation must be provided to Landlord prior to having a waterbed or aquarium in the apartment
6. **Subleasing:** Tenant may sublease apartment subject to Management’s approval of new tenant. If you find residents to sublet your apartment that are approved by Management, there will be a subletting fee of \$100 charged. This fee will cover the preparing and changing of all records. If Management attempts

to find new residents to sublet your apartment, a fee of \$150 will be charged. This fee is independent of advertising costs. We at no time guarantee the re-rental. You will be released of all obligations only when the apartment has been re-rented and a new lease has been signed. The sublet fee will not be charged if Management is unable to re-rent the apartment before the lease expires; however, expenses directly related to the attempt of re-renting the unit will be assessed to the tenant.

7. **Roommate Change Fee:** Tenant will be charged \$75.00 for preparing and changing all records, pending approval from Management of new tenant. If a new tenant joins an existing tenant on the Agreement, new tenant acknowledges that Landlord has not inspected the unit.
8. **Wireless Internet:** Horizon Properties provides internet service at certain locations to tenant through Rent Iowa or ISUNET. This service is designed for web browsing, instant messaging, and e-mail use. It is NOT meant for constant downloads via peer-to-peer or other file sharing tools. In order to provide a high-quality experience for all users, the following rules apply to internet usage:
  - Tenant shall provide his or her own adapter to connect to the internet.
  - Tenant shall have a current anti-virus program installed and running on his or her computer.
  - Tenant agrees to avoid using file-sharing programs or any other software that degrades the internet speed excessively except between the hours of 12 a.m. and 6 a.m.
  - Tenant agrees to register every computer used on the network and to only use IP addresses assigned to his or her computer.

Any violation of these rules may result in permanent removal of internet service.

Tenant agrees that Management is not responsible for loss or modification of data or programs. Tenant will make reasonable efforts to assure that access to his or her computer systems and networks is limited to authorized persons and uses only.

9. **Termination of Lease:** Tenants shall not assign this lease, or sublet the apartment hereby leased or any part of their interest thereof without prior written consent of Landlord. Failure to notify the manager in writing in advance of a change in Tenants will result in forfeiture of the security deposit. The landlord may terminate this lease if: (a) a new Rental Agreement is executed with a new Tenant, approved by Landlord, relieving the present Tenant from further liability and rights (b) the present Rental Agreement expires (c) there is a violation of the Rental Agreement and/or Rules (d) there is non-payment of rent (e) the dwelling unit is occupied by more people than on the lease. Tenant is responsible for rent until re-rented for c, d, e.
10. **Restrictions:** Maximum occupancy for 2 bedroom unit is 3 unrelated persons. Maximum occupancy for 3 bedroom unit is 4 unrelated persons. The apartment shall only be occupied by those tenants who have signed the application, lease, and rules for any apartment. Occupancy, by any other person, is not permitted except upon written consent from Management.

11. Pets: No pets allowed. Pet-sitting is prohibited. Upon first violation, tenant shall be subject to a \$50 fine for any unapproved pet seen in their apartment. Upon a second violation, tenant shall be fined \$50 and subject to eviction. Fish kept in a properly maintained aquarium which is not subject to leakage or external condensation is allowed.
12. Common Areas: The common areas of the premises such as stairways, laundry rooms, trash containers, driveways, parking lots, and entrances or exits to the building shall be used solely for their appropriate purpose. Tenants shall not use any of these common areas for any other purpose and shall prevent their children, if any, from using such areas as play areas. All areas which are used for entrance and exit must be kept free of obstructions such as toys, bicycles, grills or the personal property of tenants. If a tenant repeatedly fails to keep his or her property out of these areas, he or she will be considered to have violated this rule. Management also reserves the right to pick such property up and hold it in a common area in order to protect other tenants from injuring themselves on it.
13. Entrances and Hallways: In compliance with the Fire Code, children's toys, bicycles, wagons, or carts are not to be left at the entrances or in the hallways at any time. Please do not place doormats or other obstructions in the public hallways at your entrance door. Signs of any type are not to be placed on apartment doors. Newspaper deliveries, etc. should be taken in promptly to minimize the possibility of accident to others.
14. Laundry Room: Coin-operated washers and dryers are located in the building. Do not overload the washer or use tints or dyes in the washer. Before using the dryer, make sure the lint trap is clean. Please be considerate of your neighbors and remove your clothes from washer & dryer promptly. If you lose money in a machine or find a machine not working properly, please contact the Management. To prevent other tenants from losing money, place an "OUT OF ORDER" sign on the machine you have reported. Any money lost can be refunded to you. Children should not be in the Laundry Room without adult supervision. No smoking or drinking of alcoholic beverages permitted in the Laundry Room.
15. Parking: All tenants will be assigned a parking space upon move-in. DO NOT park in any other parking space but the one you are assigned to or you might stand the chance of being ticketed and towed at your own expense. Let your visitors know that this lot is assigned parking for tenants only and advise them to park in the street. All cars in the lot must be licensed and operable. All vehicles are to be registered with the management. Washing and repairing of motor vehicles anywhere on the premises is not allowed. Under no circumstances is a car or truck to be driven on the lawns. Boats, campers, trailers, or vehicles not used for daily transportation shall not be parked or stored on the premises without special permission of the management. Damaged, wrecked, or otherwise abandoned vehicles are not allowed to be stored on the premises. Park in designated areas only. Parking in front of garbage areas, in driveway, etc. is prohibited. Violators will be subject to towing at the owner's expense.
16. Bicycles: Bicycles racks are provided for tenants and must be used for bicycle parking. Bikes are not permitted inside the apartment due to increasing instances of damage to walls and soiled carpeting. Bicycles may not be ridden in the common area except on areas paved for motor vehicles. Bicycles shall not be stored in or chained to any common areas.
17. Decks and Patios: Using the deck or patio for any repairing, building, or maintenance work is prohibited. The City of Ames prohibits the use or storage of open flame charcoal or gas grills on or near the housing structure or on a deck. Fees and Complaints from the City will have a \$25 fee added and forwarded to the Tenants. Management's insurance also does not allow grills of any type on patios or decks.
18. Security: 03 Direct Security patrols the building. From Thursday through Saturday evenings they will walk through the building a couple of times to see that everything is under control. They will also monitor the parking lot. If a car is parked where it prevents a safety vehicle (fire engine, ambulance, etc.) from entering the lot, they will have it towed.
19. Disturbances, Noises, Etc.: Pianos, radios, television sets, tape/CD players, and other such devices shall not be played or operated at an unreasonable volume at any time, and shall not be played at a volume audible outside the leased premises between 10:00 p.m. and 8:00 a.m. Each tenant is required by his or her lease to conduct himself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises. Profane, obscene, loud, or boisterous language, or unseemingly behavior and conduct is absolutely prohibited, and tenant obligates himself and those under him, not to do or permit to be done anything that will annoy, harass, embarrass, or inconvenience any of the other tenants or occupants in said or adjoining premises. Large, loud, or "open house" type gatherings are prohibited on any of the premises. If your neighbors are loud and/or having a party that you think is getting out of hand, feel free to call 03 Direct Security at 515-401-3950 and they will respond.
20. Keg Beer: No alcoholic containers larger than 2 gallons allowed. Keg beer is not permitted at any time on any premise with no exception. Management will assess a fine of \$250 per occurrence for any keg beer found on the premise.
21. Zero Tolerance to Drugs: Landlord does not allow any drugs or drug paraphernalia to be used or possessed at any of its properties. Tenant acknowledges that Landlord intends to cooperative with governmental authorities, including the police, by informing these authorities if Landlord has reasonable grounds to believe that Tenant is engaged in illegal activity on the property. If Tenant, Tenant's guests or invitees are found in possession of drugs or drug paraphernalia, Landlord will serve Tenant a 3-day notice to quit and to terminate pursuant to Iowa Code 562A.27A and pursue the remedies provided by law to terminate the Tenant's occupancy.
22. Clear & Present Danger: Tenant shall not create or maintain or permit Tenant's guests, invitees, or minor children to create or maintain a threat constituting a clear and present danger to the health or safety of other Tenants, the Landlord, or the Landlord's employee or agent or any other person within 1000 feet of the premises. If Tenant violates this provision, the Landlord, after a single three days' written notice of termination and notice to quit, may file suit against Tenant for recovery of possession. A clear and present danger shall include, but not be limited to the following:
  - Horizon Properties does not allow anyone listed on the Iowa Sex Offender Registry to occupy its apartments. If the violation occurs after the tenant has occupied a unit, but before the term of the lease has expired, the tenant may be evicted. In such cases, the tenant may be sued for recovery of lost rent covering the period of the lease that is unfulfilled.
  - Physical assault or the threat of physical assault.

- Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.
  - Possession of a controlled substance unless the controlled substance was obtained directly from or pursuant to a valid prescription or order by a licensed medical practitioner while acting in the course of the practitioner's professional practice. This paragraph applies to any other person on the Premises with the consent of the Tenant, but only if the Tenant knew of the possession by the other person of the controlled substance.
  - Tenant's refusal to obey a valid order of any law enforcement official.
  - Tenant's receipt of more than two municipal infraction citations for violations of city ordinances relating to rental housing in six months.
23. Candles: We recommend not burning candles. Burning candles will sometimes leave soot stains on the walls and ceilings where used. The soot often accumulates in corners and ceilings and is nearly impossible to remove. Units with soot stains require professional cleaning or premature painting. Tenants will be responsible for these expenses.
  24. Smoking: Although smoking of cigarettes, pipes or cigars is permitted in the dwelling units, Tenant(s) acknowledge that it can cause damage to the Unit, which may in the form of burns and stains and that its odor may be offensive to non-smokers. This type of damage will not be considered ordinary wear and tear, but will be treated as damage for which the Tenant(s) will be responsible. Treatment of the damages may require deodorizing, sealing and painting surfaces and repairing or replacing carpet.
  25. Light Bulbs: Light bulbs are furnished at the time of occupancy. Thereafter, Tenants will replace all bulbs at Tenant's expense. At checkout, Tenant is responsible for all bulbs to be same wattage as originally provided and to be working.
  26. No tablecloth, dust cloth, towels, curtains, rugs or carpets, or articles of clothing shall be hung or shaken from any window or from any deck.
  27. Kerosene heaters (or similar devices) are not allowed in any of the units.
  28. No ice melting products or salt shall be used on sidewalks or patios.
  29. Christmas Trees: Live Christmas trees shall not be moved into any unit, only artificial trees shall be allowed. If live Christmas trees are found in a unit, there will be a \$25 charge.
  30. Hanging Pictures: Pictures shall be hung with a pin, small nail, or wire brads. Tenants shall not use double-sided tape, screws, or large nails. Any damage resulting from the use of these will be repaired at the tenant's expense. Do not attempt to fill nail holes. Tenant will be charged for any painting required due to nail hole patches or excessive or large nail holes. Do not use nails, pins, or double-sided tape on the kitchen or bathroom cabinets. The tenant will be charged for any damage resulting from the use of these.
  31. Residents shall not use the premises in the active conduct of any trade or business. Uses such as baby-sitting on a regular basis, mail order business, or other such uses tend to disturb the peaceful enjoyment of the building by other residents and are prohibited.
  32. The complex address will not be used for purposes of advertising; nor will peddling, soliciting, or distribution of any type of products or service be allowed on the premises without written consent of the Management. Advertising is restricted to the resident bulletin board, if provided.
  33. Children are the responsibility of parents or guardians and must be under adult supervision at all times.
  34. To ensure that the building is neat in appearance at all times, no items shall be hung or displayed outside the apartment unit, unless approved by Management.
  35. DO NOT hang any objects from the sprinklers as they are very sensitive.
  36. No wires, cables, or aerials for radio or other purposes shall be installed upon the roof or other parts of the building.
  37. Satellite Dishes: Satellite dishes cannot be mounted anywhere on the building. We suggest that such devices be placed in a bucket, flower pot, or other portable container filled with sand, rock or concrete. Cables leading from the dish into the unit should be thin enough to pass through a closed patio door. Under no circumstances, should this hardware be mounted on decks, patios, roof, siding, or windows. It is also unacceptable to drill a hole through any area of the building to pass the cable from the dish into the apartment. Questions about installation should be directed to Management.
  38. Storm Shelter: During severe storms or tornadoes, it is recommended that you take shelter in the lower floor interior hallway away from windows and glass doors.
  39. Damages: All tenants shall be responsible for damage caused by them (or their guests) as a result of their negligence, carelessness, or misuse of the property or equipment. All damage should be reported promptly. It will be corrected by Management at the expense of the tenant.
  40. Leases: Leases run from 12:00 noon on the beginning date of the lease to 12:00 noon on the ending date of the lease period. The unit needs to be completely clean with a receipt for carpet cleaning and all keys (including keys tenants may have duplicated) to the Management at the time of their check-out. If your lease is for a period of one year, Management will forward to you a new lease for your signature in January. If you wish to continue occupying the premises, you must sign and return the lease within 30 days of receipt (on or about February 15). If you fail to return the signed lease, your lease will terminate according to the terms and you will be required to have vacated the premises no later than the last day of the lease. If termination is desired, you are hereby agreeing to allow Management to enter the unit without giving a written 24-hour notice to show the unit to prospective tenants. Management hereby agrees to call prior to showing. If no one is available to receive the call, Management will show. It is imperative during this period that the unit be clean and orderly in order to get the unit re-rented.
  41. Security Deposit Return: All security deposits will be mailed out within 30 days after the end of your lease period. One check per apartment will be issued. The security deposit may NOT be substituted in lieu of rent. Deposits shall be returned in full

(less any applicable cleaning charges, damages, utility settlements, lock-change charges, etc.).

42. Moving Out Procedures: When moving out, please notify the Management as to the date of moving. Utilities must be on through the last day of your Lease. If utilities have been turned off, tenants will be charged for same-day reconnect and all utilities until the apartment passes inspection. There will be a \$20 reinspection fee charged if Management needs to return to

the unit for any reason and a fee of \$50 if Tenants are not ready for pre-determined checkout time.

43. References: Tenant hereby authorizes Horizon Properties and its representatives to release information regarding tenant's rental records and history in a written format or verbally to requesting parties and absolve Horizon Properties and its representatives of any liability with regard to information released.

## APARTMENT MAINTENANCE

PLEASE MAKE REQUESTS FOR REPAIRS OR MAINTENANCE TO THE MANAGER BETWEEN THE HOURS OF 8:30AM TO 5:00PM, MONDAY - FRIDAY. PLEASE LEAVE A MESSAGE ON OUR VOICE MAIL IF THE TELEPHONE IS UNATTENDED.

1. Residents are responsible for cleaning and maintaining their apartments at all times.
2. Please help keep the premises clean by using the dumpster at the building. It is imperative that all trash be wrapped or put in bags and placed in the dumpster and the cover firmly affixed. Garbage should not be placed in hallway awaiting disposal.
3. Residents are responsible for proper care and cleaning of all major appliances. Please follow instructions in the manuals.
4. When running the dishwasher take care not to allow silverware and cooking utensils to get caught in the bottom. Be sure to use a dishwashing detergent only (i.e. - Cascade), DO NOT use regular dish soap.
5. Run a lot of water while using the garbage disposal.
6. If your garbage disposal does not work:
  - (a) Turn the wall switch off!
  - (b) Find the red reset button on the bottom or side of the disposal tank and press it. (or)
  - (c) Use the disposal key and insert into the hole at the bottom of the disposal tank and turn. Remove the key and push the reset button. (Always be sure the disposal switch is turned OFF.)
  - (d) Check the inside of the unit for bottle caps, coins, silverware, dishcloths, sponges, etc. and remove them.
  - (e) If these things do not help, call for maintenance.Tenants will be responsible for the cost of repairing disposals, unless due to a defect in the equipment. Also, a service call will be billed to the tenant if any foreign object has jammed the unit. The following items should not be put down the garbage disposal:
  - (a) Pasta Products
  - (b) Fats and greases
  - (c) Bones and fruit pies
  - (d) Fibrous food waste (i.e. celery, banana or potato peels, onions, corn husks, melon rinds)
  - (e) Non-food waste items
  - (f) Large quantities of anything should not be put down the disposal.
7. Toilet Overflow - each apartment should purchase their own plunger for unclogging the stool. You will be charged for maintenance when routine plunging is needed.
8. In case of toilet overflow:
  - (a) Turn off the water to the toilet (the valve is located behind the stool and needs to be turned clockwise.) Plunge the toilet, trying several times. If you plunge hard enough, it should clear the line. The ball type plunger is recommended.
  - (b) Turn the water back on to see that the water is running properly. If your stool continuously plugs up, call for maintenance.
  - (c) If water overflowed on the floor, please make sure you wipe the floor immediately to prevent leaking into the ceiling (if on upper floor) below you or from getting onto the carpet.  
Tenants are responsible for the cost of unstopping stools and drains, unless due to defective plumbing. Toilet paper is the only acceptable paper product to flush through the sewer system. Large quantities of toilet paper, disposable diapers, facial tissue, cotton swabs, tampons, sanitary napkins, douches, or other hygiene products should not be flushed down the stools. You will be charged a service call if any of these products cause a sewer backup.
9. DO NOT use tank type bowl cleaners because they may cause tank flushing component failure and damage.
10. Sewer backup - If you live on the bottom floor:
  - (a) If sewer backs up into the kitchen sink, tell the apartment directly above you not to run the dishwasher or any water in the kitchen sink. Immediately call management at 292-5050 daytime or after hours for maintenance. DO NOT pour acid-type cleaners (i.e. Drano, Mr. Plumber) into stopped drains.
  - (b) If sewer backs up into the floor drain in the Laundry Room, immediately call management. Notify all residents of the building not to run dishwasher, kitchen or any bathroom water and unplug washing machines.
11. Abrasive cleaners should not be used to clean the fiberglass showers or the bathroom sinks. A fiberglass cleaner or non-abrasive cleanser is recommended.
12. Each apartment will be equipped at the time of occupancy with light bulbs. Tenants are responsible for replacing their own light bulbs. Do not exceed the recommended wattage. Enclosed fixtures should use 60 watt bulbs and appliance bulbs should not exceed 40 watt.
13. Tenants are to replace batteries in the smoke detectors as necessary; do not tamper with detectors or disable detectors or deliberately remove batteries.
14. Painting the apartment is prohibited.
15. Residents must be sure to shut their windows when it rains or snows. Any damage done to the window sills will be charged to the tenant.
16. Residents are asked to promptly report all leaking water, electrical or mechanical malfunctions observed in the apartment.
17. In the event of an extended absence during the winter months, thermostats should not be turned off, but should be kept at a setting not less than 55 degrees F. If damage occurs as a result of violation of this rule, tenants will be held responsible for damage.
18. Tenants shall be responsible for exterminating rodents, insects and other pests when only the occupants dwelling unit is affected.

19. All carpets must be PROFESSIONALLY SHAMPOOED prior to vacating by a professional carpet cleaning service using the extraction method. Receipt for cleaning must be shown at the time of inspection. Carpets must be cleaned within 3 days prior to your move-out inspection unless other arrangements have been made through the Management. Failure to do so will result in a fee charged in addition to the cost of the carpet cleaning.

For spot cleaning carpet, DO NOT use Resolve or alike. Tenant agrees that ordinary wear and tear of the carpet is the physical depreciation of the carpet, i.e., the wear on the fibers of the carpet or the matting that occurs during normal use. Removal of dirt and debris is not considered normal wear and tear.

We are attempting to offer good, clean, well-maintained apartments. The apartment you are moving into is in this condition; if you see anything to the contrary, please advise this office at once. We will expect you to return the apartment to us in the same condition. We encourage residents to clean their apartments upon vacating. We are not in the cleaning business, and we hope that by relieving us of this task, we will have more time to better serve our residents. Any work, cleaning, or repairs required to be done will be charged out on an hourly rate plus material. Hourly rates are subject to change as conditions warrant.

Feel free to visit with Management personnel about problems or suggestions for the complex. Your feedback is vital in order that we might offer you the best possible service.

COMPLIANCE. The tenant(s) agree to comply with all said rules and regulations and certifies that they have read the Rental Agreement and the Rules.