



TENANT GUIDEBOOK & COMMUNITY RULES

Management and On-Site Staff
want to extend a sincere welcome
to your new home.

This Guidebook is an attachment to your apartment Lease Agreement.
Please carefully review the following pages.
Any questions should be discussed with Management.



THIS PROPERTY IS MANAGED BY:

NATIONAL HANDICAP HOUSING INSTITUTE, INC.
1050 THORNDALE AVENUE
NEW BRIGHTON, MN 55112
651-639-9799
www.nhhiaccessiblehousing.com

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Call 911 in an Emergency

**AFTER HOURS MAINTENANCE EMERGENCY:
(651)639-9799**

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The following rules and regulations are furnished to all residents in communities managed by National Handicap Housing Institute, Inc. (NHHI) and are a part of your Lease Agreement. Noncompliance with these rules may result in you owing additional amounts, Lease Infractions and Violations and may be grounds for termination of your Rent Subsidy & Lease Agreement.

WELCOME TO AN NHHI MANAGED PROPERTY

The purpose of this Guidebook is to explain the various rules of occupancy that may be specifically covered in your lease, as well as to give you some “tips” on the proper care and upkeep of your apartment. It will also explain your responsibilities and obligations and define the responsibilities and obligations of the Management.

This guidebook is an attachment/addendum to your Lease Agreement.

You are entitled to the peaceful enjoyment of your home. It is up to you and your neighbors to make our building the kind of community of which you can be proud. Consideration of your neighbors will make living here a pleasant and rewarding experience for everyone.



INTRODUCTION

MANAGEMENT

NHHI is responsible for the Management of the building in which you reside. They will manage these units according to HUD Section 202/8, 202 PRAC, 202 PAC, 811 PRAC regulations. NHHI or its representative will be responsible for Tenant Selection, monthly project reports, and the establishment of sound Management and maintenance policies.

INDEPENDENT LIVING

The ability to live independently is a condition of your occupancy. It is a sensitive issue that Management approaches with understanding.

Independent living as defined by Management as the ability, either with the accommodation of supportive services, or otherwise, to maintain yourself and your apartment in a manner that is not detrimental to your personal wellbeing, to the well-being of other residents, or to the well-being of the building.

Briefly, this means that a person must be able to, by him/herself, or with assistance, maintain adequate nutrition, be mobile, take necessary medications, care for personal needs/tasks, maintain the apartment, practice routine safety measures, and carry out daily living activities. Assistance/Supportive services must be arranged, coordinated, and maintained under the direction of the tenant. Management is not responsible for arranging attendant care or procuring any needed supportive services.

Management understands that residents wish to maintain their independence, however, should the situation arise in which personal and community safety is at stake and/or the tenant is not able to be lease compliant, action will be taken to terminate the tenancy.

SMOKE FREE HOUSING

All lit tobacco products, e-cigarettes, and hookahs are **strictly prohibited in all indoor areas, including units and common areas, and in all outdoor areas within 25 feet of the housing building.** This policy applies to all owners, applicants, tenants, guests, and servicepersons. "Smoking" shall include the inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, vaping devices or similar, cigar, pipe, other tobacco product, marijuana including medical marijuana, herbal smoking products "Legal Weed" or products known as "bath salts" or other legal or illegal substance. All cigarette butts are to be disposed of in

proper containers. Residents that fail to dispose of cigarette butts in the proper container will be charged. Fees and fines vary.

All marijuana use is PROHIBITED anywhere on the property, interior and exterior.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

The Department of Housing and Urban Development is responsible for setting admission requirements and regulations, such as maximum income and disability criteria that a tenant or member of his/her family must meet in order to be eligible for this housing. HUD also sets Federal regulations and general requirements that Management is required to carry out.

HUD is also responsible for paying and administering the monthly housing assistance payment for which the owner is authorized under Federal Regulations. This payment helps to offset the actual cost of the development and enables the owner to rent your apartment to you at an affordable rate.

RECERTIFICATION

Federal regulations require that each resident be recertified once a year. You will receive notice regarding this process 120 days in advance of the date. Please respond to the notice promptly. However, if during the time between certifications your income should decrease, notify Management immediately. If your income should increase or decrease by \$350 or more per month, you must also bring it to the attention of Management within 10 days of when the change occurred. Also, if there is a change in your household composition, additional persons in any apartment, please notify the Property Manager prior to occurrence as they would need to qualify and be approved.

Failure of the resident to recertify will result in your lease and subsidy being terminated or your rent will go to the market rate monthly amount.

MANAGEMENT POLICIES

INSURANCE

We **strongly recommend** all Residents obtain “Renter’s Insurance” or other similar insurance coverage. None of your personal property or other belongings is covered by the Owner’s or Manager’s insurance policy. Without renter’s insurance, your personal belongings are not protected against fire, burglary, water damage, (including sewer back-ups and storm damage), vandalism, and/or other damages. Without renter’s insurance, you may not have any compensation or recovery for temporary or permanent loss or use of your apartment or moving expenses due to damage, destruction, or other casualty. NHHI is NOT responsible or liable for ANY damage to your personal property inside your unit, in the parking lot, in the laundry room or machines, etc.

You are liable and responsible under your lease, and these rules, for damage you, your family members, your guests, or any animal may cause to your unit, or common areas, whether on purpose or by accident or negligence.

EMERGENCY PLANNING

Everyone knows the Red Cross helps people during emergencies. But you may not know that it’s also part of our mission to help you help yourself! Becoming “Red Cross Ready” for an emergency means following our simple steps in advance to ensure you can weather a crisis safely and comfortably. According to the Red Cross, getting prepared may sound difficult or time consuming but – with a little help from the Red Cross – it’s actually very doable.

- Plan effectively for you and your family in case of an emergency.
- Plan for the emergencies that are most likely to happen where you live
- Plan what to do in case you are separated during an emergency
- Plan what to do if you have to evacuate
- Plan for everyone in your home
- Plan to let loved ones know you’re safe

For more help in creating a plan, the Red Cross has information at:
<http://www.redcross.org/get-help/how-to-prepare-for-emergencies/make-a-plan>

YOUR LEASE

All residents must sign a lease. It is a legally binding contract between you and the Owner and is enforceable on both parties. **Read it carefully.** The information in the lease will answer many questions about living in Government assisted housing.

Your lease has an initial term of one (1) year. After the first year, the Lease is automatically renewed each month until either the Management or you notify the other, **in writing**, of an intention to terminate the Lease. Termination will occur **thirty (30) calendar days** following the date of written notice. No mid-month notices will be accepted.

You may terminate your lease by giving a thirty-day (30) day written notice to the Management at the end of the initial one (1) year term, or any month thereafter. The 30-day notice must be a full calendar month as we do not conduct mid-month move-outs. Ex: If you wish to move out by January 31st, we must have a written notice by December 31st, or earlier.

Once written and signed notice to vacate is received by Management, the unit will be re-rented rather quickly as we have extensive waiting lists. Therefore, you can expect that Management will be showing the unit until re-rented with a 24-hour notice of intent. It is required that you leave your apartment in a clean condition and in good repair, paying all fees and returning all keys to Management when you move. These conditions are spelled out in your lease. In case of death or serious illness, which would require your moving, your responsibility will not extend beyond the end of the current month. When moving out, you will be required to vacate the apartment by no later than **12:00 (noon)** on the last day of the month.

When moving, you are expected to have your apartment in the same condition as it was when you moved in. If we have to clean the unit, you will be charged according to the most current cleaning fees. The schedule of fees will be provided to you upon receipt and acknowledgment of your notice to vacate. You will also be responsible to pay for any damage to the apartment beyond normal wear and tear (this will include labor and parts). All light fixtures must have working bulbs in them when you vacate, or you will be charged for each missing bulb.

SECURITY DEPOSIT

A sum equal to the Total Tenant Payment or fifty dollars (\$50.00), whichever is greater, is required as a security deposit. It will be returned to you, with simple interest, when you vacate your apartment. Deductions for damages to your apartment, beyond normal wear and tear will be made from your security deposit only at the time of move-out. If money is withheld from your security deposit, you

will receive an itemized statement of the charges. Minnesota Statutes provide Management may retain all or part of deposits for damage to the apartment beyond normal wear and tear and for other amounts owed to Management. Notice is hereby given that no part of the deposit may be considered prepaid rent or a substitute for the last month's rent.

If you do not agree with the amount withheld, you may meet with Management to resolve the matter. Deposits or statements will be returned within 21 days of move-out in accordance with MN Statutes 504b.178. To ensure promptness of this process, you are required to provide the NHHI your new address prior to moving out. Otherwise, your Sec Deposit statement will be sent to your last known address.

PAYMENT OF RENT

Your rent is due on the 1st day of each month and no later than the 5th day of the month. These responsibilities are spelled out in the Lease.

According to your Lease, paying rent late is considered a violation of the Lease. Repeat violations are ground for termination of the Lease Agreement. More than 3 late rent payments in any 12-month period will be grounds for Lease termination.

A resident may use a check, money order or the provided Secure Resident Online Payment system (RentCafe), if available, to pay rent. Postdated checks will not be accepted. For security and safety purposes, cash cannot be accepted as payment for rent or other obligations. A check returned for any reason, or as NSF, will require payment of the rent in the form of a cashier's check or money order for a twelve (12) month period. Two (2) checks returned for any reason, or as NSF within a twelve (12) month period may, at the discretion of the Management, be grounds for eviction.

Management may, in its sole discretion, refuse to accept any part payment of rent. Acceptance of part payment of rent, whether current or past due amounts, does not waive Management's right to start an eviction action or to continue one that has already been started.

SUB-LEASING

A tenant may not sublet his/her apartment or assign his/her lease. Your unit is to be used exclusively by you, and your occasional visitors and guests. It is not permitted for you to share or permit others to use your unit under any unit sharing, swapping, Airbnb or similar type arrangement. Any person that will be staying with you or providing services as a live-in aide or personal care attendant provided with keys or access materials, will be subject to Management's background screening

and no keys or access materials may be provided to any person without Management's written consent. It is a violation of your Lease to provide keys or access materials to any person without Management's prior consent.

UNIT TRANSFERS

The owner/agent will accept requests for transfer based on the following:

- 1) There is a need for a unit transfer because of a change in household size and/or composition
- 2) There is a need for a unit transfer based on the verified need for an accessible unit
- 3) There is a verified medical need for a different unit.
- 4) There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living

Existing residents must complete a Unit Transfer Request. Contact Management at 651-639-9799 to get a request form. The Unit Transfer Request must be completed and signed by the head of household and all adult household members who wish to move. The owner/agent will accept the Unit Transfer Request in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.

Special consideration is given when the unit transfer is requested because there is:

- A verified medical need for a different unit
- A verified need for an accessible unit
- There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living to accommodate a disabled resident/applicant on the waiting list.
- A change in household size that makes the current unit too large or too small for the family based on the owner/agent occupancy standards
- In this case:
 - a) The household will be placed on a waiting list for the next available unit of appropriate size. An appropriate sized unit must be available before the resident household is required to move. At that time, the household will have thirty (30) days to complete the transfer.
 - b) The household which moved in most recently will be the first to transfer out, followed by the next most recent household, and so on.
 - c) A household living in an apartment too large for its needs will not be required to move if there are no applicants waiting for the bedroom size to be vacated by the transfer.

- d) A household may request a Reasonable Accommodation to remain in the original unit if they feel they have a need for it – see Reasonable Accommodation /Modification Policy

Except in those cases described above, unit transfers will be granted only if:

- The household has not given Management a notice to vacate
- The household has not been given a notice of breach of lease or a termination notice
- The resident is not being evicted
- The resident is current for all outstanding charges
- Management is entitled to conduct an inspection of a resident's current unit where a transfer is requested to determine if there are any damages beyond ordinary wear and tear or cleaning issues and to require that resident pay any outstanding damages, and remedy any deficient conditions in the unit that were caused by resident, before a transfer is approved.
- The resident has not entered in to a repayment agreement for failing to fully and accurately report income or household composition
- The resident has no record of more than one minor lease violation in the last 12 months
- The resident has no record of any major lease violations
- The resident complies with lease provisions regarding decent safe and sanitary conditions of the current unit

A unit transfer request for a household whose size/composition has not changed since move-in (or most recent transfer) will not be considered for at least one year.

EVICTION

Eviction is a serious matter. No eviction will occur without efforts made by Management to resolve the issue, and without the due process to which you are entitled, as required in your lease. Basically, any tenant can be evicted for "noncompliance" with the lease and/or rules and regulations. "Noncompliance" means one or more substantial violations of the lease, or repeated minor violations of the lease and rules and regulations. Some examples are (but not limited to):

1. Disrupting the livability of the building as to unreasonable interference with the use and quiet enjoyment of the premises by other tenants, including the manufacture, use or distribution of a controlled substance or other unlawful or nuisance activity prohibited by any local licensing ordinance including noise, nuisance, disturbance, providing alcohol to minors, prostitution, possession of stolen property, gambling, or any conduct that would constitute a "strike" or adverse action under a rental licensing provision.
2. Adversely affecting the health and safety of the building and its residents.

3. Interference with the regular duties, tasks and business of Management.
4. Violating the security of the building by tampering by any means with the outer security doors or with the fire alarm system or allowing unauthorized persons to have access to a controlled access building.
5. Non-Payment of rent, or other financial obligations, such as failure to reimburse the Management for repairs to the property of the landlord, made necessary by neglect, misuse, or abuse by the tenant or the tenant's guests.
6. Failure to maintain the premises in a clean and sanitary condition.
7. Making a material misrepresentation of information on the rental application.
8. Reports of gambling, prostitution, included on any state lifetime sex offender or other sex offender registry, drug dealing or drug manufacturing.
9. Displays of public drunkenness, intoxication, being under the influence of alcohol or marijuana or any use of illegal, illicit drugs or misuse of prescription medications.
10. Failure to be in compliance with all HUD certification and recertification regulations.
11. Engaging in words, conduct, gestures, or other actions that interfere with the rights of other residents, their guests and Management staff, or Management's contractors to live and work in an environment that is free from harassment, aggressive behavior or discrimination.

Residents may also be evicted for what is called "other good causes" and failure to carry out any obligations under any State Landlord and Tenant act.

You, as a resident, are protected by your lease against being unjustly evicted from your apartment. Management must adhere to the following procedure in order to evict you:

1. You must receive a dated, written notice that your lease is being terminated.
2. The notice must state the grounds for termination.
3. The notice must advise you that you have the opportunity to respond to the Management.
4. If you feel the resolution is unfair, you have the right to request a hearing before the grievance committee; and
5. You receive a thirty (30) day notice of termination, which will commence the day before the first day of a rental period.

As a general policy, Management will notify you, in writing, when a violation, whether serious or minor, occurs. Evictions will be performed in accordance with the lease and with the laws of the State of Minnesota.

****PLEASE READ YOUR LEASE CAREFULLY WITH REGARD TO THIS SUBJECT****

ABANDONMENT

Residents, who are gone from their apartments for more than **sixty (60) days**, who do not pay rent or respond to notification from Management, will be considered abandoned or vacated apartments. According to MN Statute, 504B.271, items left inside the apartment will be stored for up to 28 days or after it reasonably appears to the landlord that the tenant has abandoned the premises, whichever occurs last & notification will be mailed to the resident's last known address (storage fees will apply). The apartment will then be rented to another person on the waiting list.

Residents are expected to occupy their apartment home as their sole, exclusive residence. Residents may not be absent, or leave for extended periods of time exceeding sixty-days without Management's prior written consent. Management may extend the period of time that a Resident may be absent, generally limited to sixty-days, for medical/disability purposes as a reasonable accommodation.

CARE AND MAINTENANCE OF YOUR HOME

Your apartment is your home! It was designed and built with you in mind to meet your needs. When you take possession of your apartment, you assume definite responsibilities for its care and maintenance. These include everything from day to day house cleaning, proper care of appliances, and adherence to the necessary rules of living in a community. These responsibilities are spelled out in your lease and further explained in this Guidebook.

To protect the rights of the tenants as well as the citizens of the community; building, zoning and health codes have been enacted by Local, State and Federal units of the Government. These codes place a responsibility on the Owner and the Management to maintain the property in reasonable condition so that health and safety standards are met.

In many situations, special conditions pertaining to the responsibilities of the Property Owner and the Management are spelled out in your lease. If you have any questions, please check your lease or the various sections of this Guidebook. The answers to your questions will probably be found there. If you cannot find the answers, please contact Management at 651-639-9799. They will be happy to help you.

Residents must maintain good housekeeping and keep their home in a clean and sanitary condition, in compliance with HUD guidelines and all applicable state, county and municipal health, fire, and other codes.

SMOKE DETECTOR

Your apartment is equipped with a smoke detector, which will be tested during building inspections. If your smoke detector is sensitive, has a low battery indicator or goes off frequently, please contact Management. **DO NOT** remove, disable or deactivate your smoke detector(s) – doing so is considered a crime, and would create a great danger for each resident in the building and will be an immediate Lease Infraction.

VENT FANS

It is the resident's responsibility to keep the all vent fans clean. The inside and top of the kitchen vent fan (above stove top) should be free of grease. Kitchen vent hood can be cleaned with a degreasing agent to get rid of excess dirt and grease. Bath fans should be vacuumed and cleaned regularly.

COUNTER TOPS

Please do not use the kitchen counter tops for cutting food. It is best if you use a board specifically designed for cutting food. Cutting on the counter top will cause scarring of the surface. Spills should be wiped up immediately, so they do not stain the surface. Any damage from misuse, may be charged back to the resident.

INTERIOR & HALLWAY DOORS

Do not hang, tape, nail, screw or thumb tack **ANY** items (including stickers) on the unit doors. Do not polish the doors. The surface will remain sticky and attract dirt. Use a damp cloth to wipe the doors. Your windows or tracks should be cleaned or vacuumed out regularly in order for them to continue to function properly. No floor mats, shoe mats or any belongings are allowed in the hall. Residents are responsible for any damage beyond normal wear and tear to all doors. Door repair or replacement will be the financial responsibility of the resident.

PICTURE HANGING AND DECORATING

You may hang pictures on your walls using a small nail type hanger **ONLY**. Please leave the hangers in the wall when you move out. Do not use any type of "sticky-backed" hangers or tape, as these will cause the paint to pull away. If you want to do any other type of decorating, you must get written permission, in advance, from the management. Any other alteration requests will be carefully evaluated.

APPLIANCES

Keep appliances in good condition by cleaning them often. Clean the surfaces of your range regularly. The longer spills are left, the harder they are to remove. Residents are responsible for keeping the oven clean. Never use anything for cleaning which may be too abrasive as it will likely cause the surface to be damaged. It is important to clean any grease from the cooking range, oven, and exhaust fans and vents regularly. Do not turn the refrigerator off or unplug it at any time. Residents are not allowed to have or install additional unauthorized appliances (including but not limited to: Dishwashers, Clothes Washers and Dryers, Window AC Units, Secondary Refrigerators & Freezers) in their units as it places an undue burden and additional expenses on the property.

PLUMBING

Please report ALL plumbing problems to Management at 651-639-9799 promptly. Do not try to repair these problems yourself by using Drano or any other drain cleaners; let MANAGEMENT do the fixing. Leaky faucets will not only waste water but can cause other problems. There will be no charge for plumbing repairs, unless they are caused by neglect, misuse or flushing inappropriate items. If you should see any water spots on your ceiling or elsewhere, please notify the Caretaker immediately.

Do not use the deodorizing/cleaning tablets in your toilet tank. Sometimes these get stuck in the flapper mechanism causing the water to run continually and eventually overflowing onto the floor and further, if not caught in time. The tenant whose toilet overflowed will be charged for whatever damage is created by this mishap. Residents will be charged for frequent or repeated toilet clogs that are not the result of the building plumbing or the toilet functioning properly.

Conventional toilet paper should be the only thing disposed of down the toilet. Avoid excessive use of paper or putting anything else in the toilet. So called "disposable wipes" must never be flushed or placed in any drain or commode as they will interfere with building systems and interfere with municipal waste treatment facilities. Any item other than toilet paper that is found to have been flushed down a toilet or commode will be considered a Lease Infraction and the tenant will be charged for the cost of drain cleaning in the event of a clog.

Please understand that condensation on the exterior surface of the toilet is normal in the summer months. This condensation may drip to the floor appearing similar to a leak. Check this before contacting management regarding your toilet leaking.

TUBS AND SHOWERS

Never use anything for cleaning which may be too abrasive as it will likely cause the surface to be damaged. Be careful when using chemicals and detergents as tubs and shower surfaces may be damaged. Scratches and damage to surfaces are not considered normal wear and tear and charges may be assessed. Residents may not use adhesive stickers or such items that temporarily or permanently affix to the tub and shower. **RESIDENTS ARE RESPONSIBLE FOR KEEPING THEIR TUBS AND SHOWERS CLEAN AND CLEAR OF MOLD AND MILDEW.**

CARPET CARE

Your carpet should be vacuumed regularly. If something is spilled on the carpet you should do the following IMMEDIATELY:

1. With a clean towel, blot up the spill, working from the outside of the spill toward the middle. This will cut down on the spread.
2. If there is a stain, use a mild solution of water and a drop of dawn dish soap. DO NOT FLOOD the area but use a clean damp cloth and work from the outside in toward the center of the stain.
3. If the stain still shows after it dries, call Management.

GARBAGE AND TRASH

All garbage and trash must be put into the trash chute or taken into the trash room on the 1st floor. **Please make sure all bags are tied before dumping them. No garbage or rubbish will be tolerated around a resident's entry. Do not discard furniture or other large items in or near the trash dumpster. The resident must make arrangements for such disposal.** Items that can be recycled should be disposed of in the provided containers in the trash room. Residents may be fined for littering on the premises. Pet waste and cat litter should be double bagged, then disposed of in a trash dumpster (never put inside trash chutes). Cat litter must never be disposed of in any plumbing fixture or commode. Pet owners that fail to remove Pet waste from the grounds or who dispose of pet waste and cat litter improperly will be charged \$45.00 per occurrence.

Residents may be required to comply with and cooperate with any municipal or Management provided recycling program.

For privacy purposes and to prevent identity theft, Residents are prohibited from looking through or removing items from trash receptacles.

Tenants will be charged for discarded items which do not easily fit into the dumpsters while being considerate of the other residents in the building. Call Management at 651-639-9799 if you have a large item to dispose of for cost and directions.

EXTERMINATING

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 units, you may be required to pay a retreatment 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 and cockroaches, may require residents to dispose of or professionally clean (at high temperatures or with chemical treatments) personal property and fabrics. Management will not reimburse or replace personal property that must be treated or eliminated. Listed below you will find some minimum preventative steps residents should follow to control pest problems:

- Cleanliness is 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 foodstuff, grains, or other materials should only be in plastic or metal sealed containers.
- Be careful bringing luggage and used furniture or property into your unit. Some pests, like bedbugs and cockroaches 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 are experiencing a particular problem that you cannot control by applying the above measures. Failure to promptly notify Management of pests in your apartment is a serious violation of your lease agreement. Residents must not, under any circumstances, attempt to use "self-help, or over the counter retail products to combat pests in an apartment. Retail products may not be effective to eliminate and exterminate pests and may only serve to drive pests into the infestation of other units and common areas. Prompt notification to Management is necessary to prevent pest infestation and keep pests from spreading. Certain pest control treatments require follow up

treatments or a time of "waiting" to determine if treatments are successful. NHHI follows the recommendations of our professional pest control vendors for guidance in regards to all re-treatments or follow ups.

If routine inspections find that an apartment has had an ongoing problem that is not reported, this may be grounds for lease infraction, lease termination or charging resident for lost rents, pest treatments and damages in resident's unit or in other units or common areas. Residents are solely responsible for any treatments or other actions required or recommended by the professional exterminator of the resident's personal property.

Residents are prohibited from feeding any wildlife around the exterior of the property. Wild animal and bird waste bring a long list of harmful bacteria and diseases that affect the health and safety of the building and all of its residents. Do not feed or approach any birds or wildlife around the property.

WORK ORDERS/MAINTENANCE REQUESTS

Maintenance requests can be submitted either by calling the Management at 651-639-9799 or using the Secure Online Tenant Portal, if applicable. If management deems the request to be a legitimate request, a work order will be issued to complete the work. By submitting a Work Order you are granting management permission to enter your unit at a time that fits with our Maintenance Technician's schedule and serves as our notice to enter your unit. We urge you to let us know as soon as possible when you have any maintenance work that needs to be done in your apartment. In accordance with MN Statutes 504B.211, NHHI may enter the premises for a reasonable business purpose and after making a good faith effort to provide the appropriate notice.

In accordance with MN Statutes, there is no charge for repairs that are due to normal wear and tear. However, you will be charged for repairs due to accident, carelessness or misuse. Some examples of repairs that tenants are required to pay for (even if damage is done by guests) are: Carpet damage, damaged windows and screens, drains blocked by an object, damage to: doors, walls, appliances, light fixtures, cabinets and plumbing fixtures, repeated or frequent toilet clogs that are not the result of the building plumbing or a properly functioning toilet.

The types of repairs you will not be responsible for, if you notify us promptly are: building windows, leaky faucets, defective appliances, etc.

EMERGENCY SERVICE REQUESTS

For any maintenance emergency that drastically affects your health and/or safety, or a problem that will damage the building if it is not corrected immediately, please call Management at (651) 639-9799. According to MN Statute 504B.211, NHHI may enter the premises rented by a residential tenant to inspect or take appropriate action **without prior notice** to the tenant's unit for specific emergency purposes, and will disclose the entry by placing a written disclosure of the entry in a conspicuous place in the premises.

GENERAL RULES

- **The use of alcohol is not allowed in any common/shared areas of the property (both inside and out).**
- Solicitation is not allowed at the property.
- Residents are not allowed to post any sign, advertisement, or other display in any common area, in any window, or any place on the building or outside the building, with exceptions allowed for MN Statute 504B.212. With permission of Management, you may post notices on bulletin boards where permitted.
- Individual Satellite dishes are not allowed to be installed anywhere on the property.
- **Tenants are not to burn incense or have ANY type of open flame (i.e.: combustibles, candles, potpourri) inside the apartment at any time.**
- Firearms, explosives, and fireworks are not allowed on the premises.
- A gas (or charcoal) grill may be provided for resident use (depending on local municipality regulations). No other grill, smoker, propane stove, turkey fryer or other cooking device using an open flame, gas, or propane is permitted in your unit, patio areas, or property.
- Waterbeds and dishwashers are not allowed in the building.
- No personal items can be stored in the common hallways or any areas of the property, interior or exterior. (furniture, rugs, shoes, packages, etc.)
- Using your oven or stove top to heat your unit is strictly prohibited.

DAMAGE TO PROPERTY

In the event of any damage, including repair or service needed to the apartment, or common areas, caused by resident, occupant, resident's or occupant's guests, invitees, animals, or third persons coming to the building or apartment or community because of resident or occupant, Resident shall be liable to Landlord and Management for the cost of service calls and for the repair of any such damage.

MAIL / PACKAGES

Each tenant will have their own mailbox. Mail is normally delivered Monday through Saturday. Please use your full name, address, apartment number and zip code as your mailing address. Management is not required to accept packages for tenants. As a courtesy to tenants, Management may, when able, accept package delivery. Management is not responsible or liable for the safekeeping or storage of any package. Packages accepted by Management must be claimed during normal business hours. If Tenant does not want Management to accept package delivery, it is the responsibility of that tenant to give written notice to Management of this.

No guest (non-resident) may receive mail at the building.

Residents are only permitted to receive mail and packages that are individually addressed to an individual Resident. Deliveries to nonresidents or entities or business deliveries are prohibited unless Management's prior consent has been obtained. Any Resident receiving excessive quantities of packages or deliveries from shipping services, including any local merchant or retail provider, may be asked or requested to make arrangements for offsite, private, mailbox and reception service. It is a violation of the Lease and this Handbook for Residents to accept or receive packages or mail for persons that are not authorized and approved Residents on a Lease. If a Resident wants permission to receive packages or mail for a non-resident, Management's prior consent must be obtained.

COMMUNITY ROOM

The community room is available between 9:00am and 10:00pm for your enjoyment and must be reserved through the Management at 651-639-9799. It is to be used only by you and your guests. The rental community is not a place of public accommodation and no event or activity may be offered that is open to "the public". Any event hosted by a Resident will require the Resident to be responsible for the conduct of all of the Resident's guests and invitees. It is also available for Resident Council approved activities of benefit or interest to tenants or the community itself, if applicable. Prior management approval and scheduling are required along with a \$100 refundable deposit. Activities will be limited as to their likelihood of noise and other disturbances. The use of alcohol is not allowed inside the community room.

The community room is not to be used as storage or sleeping accommodations for any tenants or guests.

KEYS / ACCESS MATERIALS / MONITORING DEVICES

Each resident will be issued one (1) key to their apartment, one FOB to the main access door, and one mailbox key. If you lose your key, we will replace it for you at the following (non-refundable) charges: Apartment keys and Mailbox keys - \$25.00 each and FOBs - \$45.00 each. **Residents are not allowed to make duplicate copies of keys.** We require the name, address, and telephone number of each person who has a duplicate key. Residents who request a lock change will have a separate charge. Residents are also provided a keyless code for the entry call box to use for themselves, guests and deliveries.

If you find yourself locked out of your apartment, you should call Management at 651-639-9799. Only Leaseholders will be allowed entry. There will be a \$25.00 charge for lock-out assistance. Lock Outs are not considered a Maintenance Emergency and if our On Site Caretaker is not present at the time of the request, residents will need to wait until they are available or residents may call another proper, licensed locksmith at the residents expense.

Residents may not alter a lock or install a new lock on any door of the premises without the written permission of the management. Residents are not permitted to install any "home security", video, or other monitoring device without Management's prior written consent. Management may, in its sole discretion, withhold consent to any additional keys, locks, or monitoring devices. Residents acknowledge that Management must, in case of an emergency, be able to have access to the Resident's apartment or to provide access to first responders. Further, out of respect for the privacy of other residents, no video monitoring, surveillance, or similar device, may be used or employed by residents that would record or monitor activities in any common areas. All residents must return all keys when they vacate their apartment. If you need additional keys made for your apartment or mailbox, you must call Management at 651-639-9799 for assistance. Residents are not allowed to duplicate keys.

SAFETY TIPS AND CONTROLLED ACCESS

Because safety is an important aspect of apartment living, all residents are expected to exercise common sense in and about the building. Management has a controlled access system for all properties. However, please remember that any building is only as safe as you make it. Residents are encouraged to keep their doors closed and locked at all times and not to open their door for any person you do not know. Residents are not allowed to give any unknown person access to the building while entering or leaving.

When you are in your unit, remember to ask who is there before allowing the person entry. Remember to use the peephole in the front door of your apartment

and lock your door while you are inside. The entry intercom system, the peephole and deadbolt lock are all features provided by the building for you. Please use them. The overall security of the building is up to the tenants in the building.

The directory panel is located in the front entry of the building. Electronic systems are connected through your touch-tone telephone. The code number on your phone to press for release of the entry door varies by building.

Residents are advised to not provide access, or open doors, to any person to the building. Even a person recognized by you as a guest or family member of another resident may not be a welcome, or a wanted visitor, on any specific day or occasion. Each specific resident should individually provide access to any of their visitors or guests.

If any person follows a resident in without having keys or access materials, or being individually buzzed into the building, resident should report this circumstance to Management. Residents should take care to avoid, where possible without jeopardizing the residents, any persons following residents into the building.

If any lock is altered due to a reasonable need (such as auto door openers, keypads, etc.), Management must approve of prior to installation, and all doors must remain accessible for Management to enter.

Each exterior side door at NHHI properties has been fitted with an alarm. These doors are NOT to be used except in the event of a fire or other emergency. Any resident who sets off this alarm will be assessed a \$50.00 fine/per occurrence. Please pay attention to the Exterior Sliding Security Doors when entering and exiting the building. If you run into the doors to damage or make them inoperable, you will be assessed a fine to repair or replace.

Security Disclaimer

Your apartment community, its owner or Management does not provide, guarantee, or warrant security of any kind. We do not represent that your apartment or the rental property itself is safe from criminal activities by other residents or third parties. Each Resident must be responsible for his or her own personal security and that of their household, children, guests, and property. If you observe any suspicious activity or potentially unsafe conditions, please notify Management. If illegal or immediately dangerous or unsafe conditions are observed, call 911. Remember; please call the police first if trouble occurs, or if a potential crime is suspected.

PARKING / VEHICLES / SNOWBIRDS

Parking is limited at our properties. Parking is provided for residents and guests while they are visiting. Parking priority is given to residents and guests may need to find parking offsite. Absolutely no vehicles may be parked or stored on property if guests are not on property. All other vehicles may be towed at the owner's expense.

NO PARKING is allowed at any time in the posted fire lane. Parking in front of the building adjacent to the front entrance sidewalk is restricted to loading and unloading passengers, furniture, or supplies and limited to **NO MORE THAN 10 MINUTES**. If more time is necessary, please contact Management for a permit.

Trailers, boats, campers, oversized or commercial vehicles are not permitted in the parking lot for any reason other than moving in or moving out. If parked in a handicapped space, the vehicle **must** have legally registered handicapped tags (laws will be followed, towing may take place or fines may be given).

Any automobile, that is determined by management to be inoperable, not currently licensed, in disrepair, or has not moved from the lot for more than 14 days, will be towed by Management at the owner's expense. Vehicles must have a current license plate and registration tabs, or they will be towed at the owner's expense.

Violators may be towed without notice in violation of these rules.

Under no circumstances will Residents or Guests be allowed to perform maintenance repairs to their vehicles in the parking lot (i.e. oil changes, tune ups, washing, etc.). No vehicles with flat tires are allowed. This will be considered a violation of your Lease Agreement.

ELEVATOR

The elevator is automatic, self-service, and as with everything that is automatic, it is possible for something to go wrong. If you are a passenger and the elevator becomes stuck, **PLEASE DO NOT BECOME FRIGHTENED or PANIC**. Push the call button and it will dial the emergency elevator service. It is a two-way communication system and they will be able to get the appropriate help. Ring the ALARM BELL and someone will be there in a short time to get you out. If you hear the elevator alarm ring, notify the Caretaker. **DO NOT** try to get out yourself by pounding or prying on the elevator door. By doing so, you may damage the mechanism, and thereby be liable for damages. Follow the emergency procedures as outlined by the phone in the elevator. Any resident who contacts the Elevator Company directly may be charged, depending on the nature of the problem. Any belongings, keys dropped into the elevator shaft does **not** constitute

an emergency call to the elevator company and will be retrieved at the next regular service call. If a resident does anything to impede or impair normal operation, resident will be charged for any needed adjustments or repairs.

While management understands the importance of the elevator in each building, continuous elevator operation is not included in the lease & Management reserves the right to discontinue elevator service, if deemed necessary or appropriate.

LAUNDRY ROOM

Complete laundry facilities are available in each building. The laundry room will be open daily, however, hours of operation will be specific to each building (check with on-site staff or Management for your building's laundry room hours and are subject to change by Management, upon notice to Residents from time to time). The washers and dryers are coin operated and maintained by BDS. Any questions or concerns with these machines must be directed to **BDS at 1-877-841-7700** or www.bdslaundry.com. The following rules are established for efficient operation of the laundry facilities.

- Washer:** Follow recommended instructions on items you launder. **DO NOT OVERLOAD**. Be careful to remove all articles from pockets. Wipe off soap, bleach, and stains on the exterior. **DO NOT USE** for tinting or dyeing. Leave the lid or door open after washing is finished so the interior will dry. **For the health and safety of our residents, any extra soiled clothing and linens should be laundered OFF SITE.**
- Dryer:** **DO NOT OVERLOAD**. Clean lint screen and trap after each load for faster drying and prevention of possible fire. Remove pins and other objects prior to drying. Check all items for instructions for correct heat setting.

****NO REFUNDS WILL BE GIVEN DUE TO OVERLOADED MACHINES****

DO NOT PUT RUGS OR BLANKETS IN MACHINES. A HEAVY-DUTY MACHINE IN A COMMERCIAL LAUNDROMAT WILL BE NECESSARY FOR THIS.

SNOW REMOVAL

During the winter months, snow will be regularly plowed from the parking lot. Cooperation from the tenants in moving their cars will be necessary and is required. In general, notices will be posted in common areas of snow plowing services. We also send out calls and texts, so it is VERY important that you keep the office updated with your most updated contact information. Residents are

expected and required to move their vehicles. Vehicles not moved will be towed at the owner's expense. If you are expecting to be gone from the property, whether for a vacation, personal absence, or medical leave, it is your responsibility to arrange with other persons to move your vehicle to allow towing and snow removal to take place. It is your responsibility to notify your guests of this, including PCA's.

AUTHORIZED OCCUPANTS / VISITORS / GUESTS

Only those persons listed as tenants on your agreement, or persons listed on any certification or recertification of tenant eligibility, may live in or regularly stay at the unit. No other person may live in or regularly stay at the unit without Management's prior written consent.

You are welcome to have a guest stay with you temporarily. Inform Management if you will have guests staying in or regularly using your apartment for more than one (1) week. Anyone staying in or regularly using your apartment for more than 14 days per calendar year will be considered an unauthorized resident.

For residents with "overnight" staff, NHHI will require a resident to complete a Reasonable Accommodation form and provide a letter indicating the names of the resident's staff, their schedule and their home addresses where they live and receive mail with a notarized statement indicating that the resident understands the guest policy and that staff do not live or reside there. In addition, a doctor's note will be required indicating that the resident requires overnight help.

Management reserves the right to exclude Resident's guests from the property by giving such guests a trespass notice and advising residents that such guests are no longer permitted at the Resident's unit or community if such guest pose or are reasonably believed to pose a danger to the health, safety, morals, or quiet enjoyment of the community or employees of Management. A basis for such action would include persons that previously lived at the community but were evicted, guests with a serious criminal history or convictions for crimes against persons or drug offenses, guests where Management is asked by local law enforcement officers to take action against such guests, or a guest that previously engaged in actions or conduct on site that constitutes a lease or rule violation.

No guest (non-resident) may receive mail or packages at the building. You must accompany your guest in common areas. No guests (including PCAs) can be in common areas without a resident being present. **REMEMBER:** Residents are responsible for their guest's conduct and behavior **AT ALL TIMES.**

DISTURBANCES AND EXCESS TRAFFIC

Please conduct your activities in and about the premises in a manner as to not interfere with the rights and comforts of your fellow Residents. Your apartment is your home, and your neighbor's is his/ her home.

Everyone should be quiet and orderly when entering and leaving the building. Noise in the lobbies and stairways travels throughout the building and affects every resident. Please have consideration for your neighbors by keeping the noise level down at all times. Quiet is to be observed after 10:00pm every day. Residents are encouraged to handle complaints between themselves, however, if resident communication does not work, call Management while the noise is occurring. Please remember that you are responsible for your guests and their conduct.

Individual apartments and the apartment community are to be used exclusively as a private residence ONLY. All business and commercial uses are prohibited.

Residents are expected to have periodic guests and visitors at their apartment for social and familial purposes. If the number of guests and visitors is excessive in terms of the total number or its tendency to disturb fellow residents, then Management may ask residents to restrict or limit the number of visitors. Excessive traffic from visitors, visits at unusual hours, visits of short duration, or visitors who leave vehicles running in driveways or parking areas, is a disturbance and violation of these Community Rules.

No home sales, "party sales" or similar are permitted without Management's prior written consent. Management does expect Residents to provide occasional babysitting or child care for family members for a social purpose. But any regular daycare, or "babysitting" is considered a business use and a use that is not permitted, without Management's written consent, under the terms of these regulations.

OFFENSIVE ODORS

Residents shall not do anything in the apartment that results in an offensive, pervasive, or strong odor that could disturb other residents in adjoining apartments, or persons in common areas. Odors emanating from cooking, aromatherapy, art and crafts, substandard hygiene or cleanliness or any other cause that could be offensive to other residents or persons in the building must be curtailed or eliminated immediately. Failure by resident to control or eliminate odors emanating from the apartment is grounds for termination of the lease agreement.

MOLD AND MILDEW PREVENTION

It is the responsibility of every Resident to maintain the apartment to provide appropriate climate control, and cleanliness standards, to prevent mold and mildew from accumulating in the apartment. Mold, mildew, and fungi are common elements found throughout the indoor and outdoor environment. The presence of these substances in indoor and outdoor air, on the ground, and in soil is common and is not a source of problem or injury to most healthy people. However, certain conditions can permit mold, mildew, and fungi to grow in a way where they could be injurious to individuals or to the building materials. It is the responsibility of every resident to maintain the unit so as to provide appropriate climate control, and cleanliness standards, so as to retard and prevent mold and mildew from accumulating in the unit. Undesirable mold, mildew, and fungi growth is associated with excess water accumulation, dampness, humidity, and impediment to airflow. Residents agree to clean and dust the apartment on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Residents agree not to block or cover any of the heating, ventilation or air conditioning ducts in the apartment. Exhaust systems or fans provided in bathrooms and kitchen areas must be used to remove excess humidity and moisture. Residents agree to refrain from any activities that would cause excessive humidity or moisture levels in the apartment. Window coverings must permit ample airflow between the glass and air.

Resident agrees to immediately report to management:

- Any evidence of a water leak or excessive moisture in the apartment or common area;
- Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
- Any failure or malfunction in the heating, ventilation, or air conditioning system in the apartment; and
- Any inoperable doors or windows.

Residents will be responsible for any damage to the unit, other units, the building structure or common areas, or Resident's property, as well as injury to Resident and members of Resident's household, resulting from a failure to comply with this paragraph. If residents fail to keep their shower, tub, sink or toilets free of mold and mildew and management is required to clean to meet HUD's standards, the resident will be responsible for the cost of cleaning.

FIRE PRECAUTIONS

You are personally responsible/liable for any damage to your unit as a result of fire caused by negligence and for occupancy and housekeeping habits that pose fire safety risks. We suggest that you take the following precautions:

- Do not keep flammables, explosives, or other non-household combustible items in your unit.
- Dispose of newspapers and other refuse regularly.
- Do not place matches or lighters where children can reach them.
- Clean grease from the cooking range, oven, and exhaust fans and vents regularly.
- Extension cords are not permitted. Residents may use power strips.
- Do not overload electrical outlets.

Each unit has a Fire Stop™ fire suppression system installed in each unit under the exhaust hood in the kitchen. Do not attempt to modify, touch or tamper with these systems. Residents will be fined \$100.00 per occurrence & the cost of replacement devices and any damage to the unit.

ANIMALS / PETS

If you are thinking about acquiring an animal or pet, **you must first get prior approval from Management and pay a pet deposit**. There are size and breed restrictions on which pets are allowed and only one pet per household. No visiting pets are allowed! All animals must be on non-retractable leashes – no longer in length than 3ft. Pet owners that fail to remove pet waste from the grounds or who dispose of pet waste and cat litter improperly will be charged \$45.00 per occurrence and failure to clean up after an animal is a material violation of the Lease that is grounds for termination of Lease and eviction. Pet waste and cat litter should be double bagged, then disposed of properly (never put inside trash chutes). Refer to the Pet Rules agreement that every resident signed at move-in for more information.

Management does make reasonable accommodations in its Animal/Pet Policies and Rules to allow persons with assistance animals to have equal use and enjoyment at the property. No animal should be brought to the property, however, without Management's prior written consent. In most cases Management will need an independent verification from a healthcare provider of a disability, and a disability related need for the resident to have an animal.

UTILITIES

The cost of heat, garbage removal, water and sewer, and hot water are included in your rent. In addition, the Department of Housing and Urban Development has included a utility allowance in the calculation of your rent. Any intentional or accidental waste of included utilities may be charged back to the resident.

Before you move into your apartment, please contact the local utility company and ask that electric service be started for your apartment. **You are** responsible for payment of your electric bill. Any shut off or threat of shut off of your electric would

initiate a lease violation and may result in the condemnation of your unit (which would result in you having to vacate your unit **immediately**), depending on the municipality.

You are also responsible for setting up and maintaining phone, cable, and internet service if you choose.

Energy conservation and the wise use of heat in your apartment are vital to the successful operation of the building. Please make every effort to keep your thermostat set no lower than 68 degrees F. (If your heat is set to low, the pipes can freeze and burst) Be certain to keep your windows closed during cold winter months. If you notice air seepage around windows when they are properly secured, please notify the Property Manager.

APARTMENT INSPECTIONS

All apartments must undergo periodic inspection conducted by the on-site management team, HUD or HUD's representatives/agents. These inspections include not only interior but also exterior inspections. Residents have the right to be present, and are, in fact encouraged, to be present during unit inspections.

The move-in inspection is an opportunity to familiarize the new resident with the property and the unit, as well as to document its current condition. By performing move-in inspections, the owner/agent and residents are assured that the unit is in livable condition and is free of damages. A move-in inspection gives the owner/agent an opportunity to familiarize residents with the operation of appliances and equipment in the unit.

The move-out inspection is conducted when a household vacates a unit. The owner/agent will list the damages on the Unit Inspection Form and compare it with the Unit Inspection Form completed at move-in to determine if there is any damage or excessive wear-and-tear.

In addition, the owner/agent will perform **unit inspections on at least an annual basis (if not more often)** to ensure the current conditions of the unit meet HUD and specify city standards or guidelines and to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This is also an opportunity to determine any damage to the unit and, if so, make the necessary repairs. At this time, residents may be charged for damages to the unit so long as those damages are not the result of normal wear-and-tear.

HUD, or its authorized contractor(s), has the right to inspect the units and the entire property to ensure that the property is being well maintained. These

inspections assure HUD that owners and their agents are fulfilling their obligations under the regulatory agreements and/or subsidy contracts and that residents are provided with decent, safe, and sanitary housing.

IN CASE OF FIRE / EMERGENCY

The owners and Management of your apartment community are committed to your safety. While we hope that an emergency never occurs, we need to be prepared for it.

Should you have a medical emergency, immediately call 911. Never move an injured or ill person.

If you see fire or smoke and are not in danger, call 911. Do not leave your unit unless the fire is inside your unit. Close the door to your unit and put a wet towel under the front door to your apartment. Wait inside your apartment until someone from the fire department or Management tells you that it is safe to come out.

Fire extinguishers and alarms are located on each floor at the center of the building and at each end.

DO NOT USE THE ELEVATOR!!! It is for the use of the Fire Department.

This building is built under the most current fire and safety codes and is safe. Each apartment and each fire stair has a double layer of sheetrock to keep fire from penetrating. There is also a sprinkler system in place for your protection.

The major casualties in fires are smoke, not fire, and you are safer in your unit or in the fire stairway than any other place in the building.

*****DO NOT PANIC - WAIT FOR ASSISTANCE UNLESS YOU ARE ABSOLUTELY SURE YOU CAN LEAVE THE BUILDING SAFELY*****

Residents are required to make way for all EMTs, Police and Fire responders. Residents are not allowed to interfere with or be in the way of any Emergency Responders, Police, Fire, etc. Any residents found to be interfering, impeding or hindering will be issued an immediate Lease Infraction and may be evicted.

IN CASE OF SEVERE STORM OR THREATENING WEATHER

During a tornado WATCH, which means that weather conditions are such that a tornado is possible, you should begin the following procedures:

1. Turn your portable radio to your local radio station.

2. Remain calm and locate all members of your household.

If there is a tornado **WARNING**, which means that there has been a tornado sighted within the Metropolitan Area, the Civil Defense sirens will sound for approximately five (5) minutes steady. At this point:

1. Close windows to one inch
2. Close all drapes
3. Secure a towel for each household member to use for facial protection if needed
4. Proceed to the lowest floor of the building and take refuge near interior walls away from windows
5. Remain there until the storm has passed

RESIDENT COMPLAINT PROCEDURE

The procedure to follow if you are having a problem is:

Contact the Property Manager. If the problem you are having is related to a neighbor, you must:

1. Attempt to solve the problem with your neighbor yourself
2. If this is not possible, you should see the Property Manager.

We will need your complaint in writing, signed and dated, as to the specific problem. This should be done so that we have them for our records.

RESIDENT GRIEVANCE PROCEDURE

It is the policy of NHHI to provide its Residents with a fair and effective process to present and resolve grievances. Confidentiality will be maintained at all times.

1. Applicability

A. NHHI Resident Grievance Procedure is applicable to all individual grievances as defined in Section 2 between the Tenant and NHHI, except as provided in paragraphs 1 and 2 below. NHHI may exclude from its procedure any grievance concerning an eviction or termination of tenancy that involves:

1. **Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other Tenants or employees of NHHI; or**

2. Any drug-related and/or criminal activity on or off the premises, not just on or near the premises.

- B. NHHI Resident Grievance Procedure is not applicable to disputes between Tenants not involving NHHI or to class grievances. The Resident Grievance Procedure is not a forum for initiating or negotiating policy changes between a group or groups of Tenants and NHHI's Board of Directors.
- C. NHHI Resident Grievance Procedure is not applicable to any NHHI actions where the Tenant has executed a signed written waiver of his or her right to grieve a matter.

2. Definitions

A. "Grievance" means any dispute that a Tenant may have with respect to NHHI action or failure to act, in accordance with the individual Tenant's lease or NHHI regulations, that adversely affects the individual Tenant's rights, duties, welfare or status.

B. "Complainant" means any Tenant whose grievance is presented to NHHI Office in accordance with Section 3 of this procedure.

C. "Tenant/ Resident" means the adult person (or persons):

1. Who resides in the dwelling unit, and who executed the lease with NHHI as lessee(s) of the unit, or,
2. Who resides in the dwelling unit and who is the remaining head of household of the Tenant family residing in the unit.

"Tenant" does not include a live-in aide.

D. "On-Site Caretaker" means NHHI Caretaker of the development in which the Complainant resides.

3. Informal Settlement of Grievance

Any Resident with a grievance, should first, request to meet with the individual or group he/ she feels has acted unjustly towards him/ her. This can be requested orally or in writing. The purpose of this meeting is so that the grievance may be discussed informally and possibly settled without a hearing. It is recommended that a neutral mediator be at this meeting if possible and that every effort be made to resolve the dispute at this time.

"If the Complainant is not satisfied, a hearing under Section 4 may be obtained"

4. Procedures to Obtain a Hearing

A. The Complainant shall submit a written request for a hearing to NHHI Office within ten (10) working days of NHHI's action or failure to act.

The written request must specify:

1. The reasons for the Grievance
2. The action or relief sought

B. Selection of Hearing Officer. Grievance Hearings shall be conducted by an impartial person (Hearing Officer) appointed by NHHI, other than a person who made or approved the NHHI action under review or a subordinate of such person.

C. Failure to Request a Hearing. If the Complainant does not request a hearing in accordance with this section, the NHHI's disposition of the grievance under Section 3 shall become final, except that failure to request a hearing does not constitute a waiver of the Complainant's right to contest NHHI's action in disposing of the complaint in an appropriate judicial proceeding.

D. Hearing Pre-Requisite. All grievances must be personally presented in the manner prescribed for the informal procedure in Section 3 before there will be a hearing conducted under this section, except that if the Complainant otherwise presents a proper request for a Grievance Hearing and wishes to show good cause why he or she did not follow the procedure, a Hearing Officer shall be appointed in accordance with Section 4.B. Prior to any Grievance Hearing the Hearing Officer shall determine whether or not

Complainant has shown good cause and shall determine whether or not to proceed with a hearing or allow NHHI's disposition of the grievance to stand.

E. Escrow Deposits. Before a hearing is scheduled in any grievance involving the amount of rent which NHHI claims is due, the Complainant shall pay to NHHI an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which it is complained NHHI acted or failed to act. The Complainant must continue to pay the same amount of the monthly rent to NHHI escrow account monthly until the complaint is resolved by decision of the Hearing Officer. Before a hearing is scheduled or heard in any other type of grievance, the Complainant must have paid the current month's rent to NHHI or to the NHHI escrow account.

5. Procedures Governing the Hearing:

A. The hearing shall be held before a Hearing Officer.

1. At least 5 calendar days prior to the hearing, NHHI shall notify the Complainant of the names of witnesses who may be called to testify on behalf of NHHI.
2. At least 5 calendar days prior to the hearing, the Complainant or Complainant's representative shall notify NHHI of the names of witnesses who may be called to testify on behalf of Complainant.

B. The Complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine before the Grievance Hearing any NHHI documents, including records and regulations that are directly relevant to the hearing. The Complainant shall be allowed to copy any such document at the Complainant's own expense. If NHHI does not make the document available for examination upon request by the Complainant, NHHI may not rely on such document at the Grievance Hearing;
2. The right to be represented by counsel or other person chosen as the Complainant's representative, and to have such person make statements on the Complainant's behalf;
3. The right to a private hearing unless the Complainant requests a public hearing;
4. The right to present evidence, witness(es), and arguments in support of the Complainant's complaint, to controvert evidence relied on by NHHI, and to confront and cross-examine all witnesses upon whose testimony or information NHHI relies; and
5. A decision based solely and exclusively upon the facts presented at the hearing.

C. At NHHI's request, the Complainant shall provide NHHI with the opportunity to examine before the Grievance Hearing any documents the Complainant plans to present at the Grievance Hearing. If the Complainant does not make the document available for examination upon request by NHHI, the Complainant may not rely on such document at the Grievance Hearing. At NHHI's request, the Complainant shall provide NHHI with information regarding the scope and relevance of the testimony of Complainant's witness(es). NHHI is entitled to cross-examine all witnesses upon whose testimony or information the Complainant relies.

- D. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.
- E. If the Complainant or NHHI fails to appear at a scheduled hearing, the Hearing Officer shall determine whether to postpone the hearing for a period not to exceed five (5) business days or whether the Complainant, by not appearing, has waived his or her right to a hearing. The hearing shall not be postponed because of a failure of a witness to appear, unless there has been an exceptionally good cause shown and in such case the hearing shall not be postponed more than five (5) business days. The Hearing Officer may also determine that the hearing may proceed in the absence of either party if counsel or the authorized representative of both parties so agree. Both the Complainant and NHHI shall be notified of the determination by the Hearing Officer. A determination that the Complainant has waived his or her right to a hearing is not a waiver of any right the Complainant may have to contest NHHI's disposition of the grievance in an appropriate judicial proceeding.
- F. At the hearing, the Complainant must first make a showing of the entitlement to the relief sought and thereafter NHHI must sustain the burden of justifying the NHHI action or failure to act against which the complaint is directed.
- G. The hearing shall be conducted informally by the Hearing Officer and oral and documentary evidence pertinent to the facts and issues raised by the Complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require NHHI, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- H. When given reasonable advance notice, NHHI shall provide reasonable accommodation for persons with disabilities to participate in the hearing, including, but not limited to, providing qualified sign language interpreters, readers, accessible locations, or attendants.

6. Decision of the Hearing Officer

- A. The Hearing Officer shall issue a written decision, which includes the reasons for it, within a reasonable time after the hearing. A copy of this decision shall be sent to the Complainant and NHHI. NHHI shall retain a copy of the decision in the tenant's file

- B. The decision of the Hearing Officer is binding on NHHI which shall take all actions, or refrain from any actions necessary to carry out the decision unless NHHI Board of Directors determines within a reasonable time, and promptly notifies the Complainant of its determination that:
 1. The grievance does not concern NHHI action or failure to act in accordance with or involving the Complainant's lease or NHHI regulations that adversely affect the Complainant's rights, duties, welfare or status; or
 2. The decision of the Hearing Officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the Contract between HUD and NHHI.
- B. A decision by the Hearing Officer or Board of Directors in favor of NHHI or that denies the relief requested by the Complainant in whole or in part is not a waiver of, nor does it affect in any manner, any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

7. Hearing May Be Waived

At any time after the Complainant has requested either an informal settlement meeting or a formal Grievance Hearing, NHHI and the Complainant may enter into a written settlement agreement. As a part of the settlement agreement, the Complainant may waive a Grievance Hearing with respect to the grievance originally presented to NHHI.

VIOLENCE AGAINST WOMEN ACT

Section 8 property managers understand that, regardless of whether state or local laws protect victims of domestic violence, rape, dating violence, sexual assault or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act. These rights will govern in addition to any state or local law that may protect victims of VAWA crimes. If any resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner/agent immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

The owner/agent will not assume that any act is a result of abuse covered under the Violence Against Women Act. In order to receive the protections outlined in the VAWA, the resident must specify that he/she wishes to exercise these protections.

Under VAWA, a person may not be denied housing or lose housing from HUD assisted housing because of their status as a victim of VAWA crimes. The

protections extend to victims and affiliated persons including the spouse, parent, brother, sister, victim's child, a person whom the victim stands in the place of a parent or guardian, or any individual resident/applicant, or lawful occupant, living in the household of that individual.

Under VAWA, victims cannot be denied housing solely because the person is a victim. However, being a victim does not change the eligibility or applicant screening requirements set forth in Management's Resident Selection Plan unless such requirements are contrary to protections under VAWA.

CERTIFICATION AND CONFIDENTIALITY

When the owner/agent responds to a claim of protected status under the VAWA the owner/agent will request, in writing if appropriate, that an individual complete, sign, and submit within 14 business days of the request, the HUD-approved certification form (HUD-91066).

The owner/agent understands that the delivery of the certification form to the resident via mail may place the victim at risk, e.g., the abuser may monitor the mail. Therefore, in order to mitigate risks, the owner/agent will work with the applicant in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements.

If the applicant received or attempted to receive assistance in addressing domestic violence, dating violence or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the applicant may submit written proof of this outreach in lieu of HUD Form 91066.

In addition to submitting HUD 91066, the victim must submit two of the following:

- A federal, state, tribal, territorial, or local police record or court record or
- Documentation signed, notarized and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

The victim need not name his/her accused perpetrator if doing so would result in imminent threat or if the victim does not know the name or the perpetrator. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home.

Emergency Transfer and Preferences: Management will consider an emergency transfer request when a person seeking to exercise VAWA protection feels that h/she is in imminent danger or was sexually assaulted on the property within 90 days of the request. In some cases, a victim that qualifies for a VAWA emergency transfer may receive preference over other residents that have requested a unit transfer.

The owner/agent will carefully evaluate abuse claims to avoid conducting an eviction based on false or unsubstantiated accusations.

The identity of the victim and all information provided to the owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

- Requested or consented to by the victim in writing;
- Required for use in an eviction proceeding or termination of assistance; or
- Otherwise required by applicable law.

The owner/agent will retain all documentation relating to an individual's domestic violence, rape, dating violence, sexual assault or stalking in a separate file that is kept in a separate secure location from other applicant/resident files.

FAIR HOUSING COMMITMENT:

National Handicap Housing Inc. is committed to a Fair Housing Policy. Our Policy applies to Management's interactions with Residents, prospects and guests, and our expectations of how Residents will treat Management staff and neighbors.

We will not tolerate the abuse of any member of our community for any reason, including degrading another person, or making disparaging comments, crude or lewd language, gestures, or similar, based on race, color, religion, creed, national origin, ancestry, familial status, physical, mental, or emotional disability, source of income, sexual orientation, gender identity, or any other protected class status that may be defined by law, locally or federally.

Examples of conduct that will be a basis for termination of Lease, infraction, eviction, or non-renewal for other good cause include (but not limited to):

- Disrupting the livability of the building.
- Interference with Management, maintenance, or service staff, including, but not limited to, failing to allow maintenance access to make repairs, inspections, or renovations.

- Yelling, screaming, using foul or otherwise offensive language with any Management staff person or representative of Management.
- Making public statements that are false or unreasonably disparaging of Management or any Management staff member.
- Any action, behavior, including words, signs, or gestures, that suggests a threat of harm, violence or harassment to employees, management contractors, residents, or to any other person or guest at this property.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The owner/agent complies with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

SECTION 504 OF THE REHABILITATION ACT OF 1973

The owner/agent complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions included in the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the owner/agent to make their programs, as a whole, accessible to persons with disabilities.

Coordinating Efforts to Comply with Section 504 Requirements

The owner/agent has designated a person to address questions or requests regarding the specific needs of residents and applicants with disabilities. This person is referred to as the 504 Coordinator and can be reached at:

Address: 1050 Thorndale Avenue
City, State, Zip Code: New Brighton, MN 55112
Phone Number: 651-639-9799

ANY VIOLATIONS OF THE REFERENCED RULES / REGULATIONS IN THIS GUIDE BOOK COULD RESULT IN LEASE INFRACTIONS, VIOLATIONS, AND TERMINATION OF LEASE, RENT SUBSIDIES AND EVICTION.