

1301 University Avenue, LLC

1301 University Avenue SE • Office #1 • Minneapolis, MN 55414
(612) 617-8000

1. EXHIBIT E

1.1 RULES AND REGULATIONS ADDENDUM

All Tenants of the Apartment Community, on behalf of themselves and any of their guests and invitees, agree to the following Rules and Regulations. Tenants understand that failure to comply with any of these conditions will result in the fines and consequences outlined herein.

LEASE INFRACTIONS: If any Tenant or any guests or invitees of any Tenant, violates these Rules and Regulations, Tenants will be given written notice of a "Lease Infraction" that will become a part of their file. If a Tenant receives three (3) Lease Infractions (a Violation) Landlord may file for eviction. All costs incurred by Landlord in connection with any Lease Infraction or any fees charged to Landlord by police, fire or other emergency services for responding to a call related to Tenants or the Apartment will be paid by Tenants.

NOISE: Tenants shall not cause or allow any unreasonably loud noise or activity in the Apartment or Common Areas that might disturb the rights, comforts and conveniences of other persons. No lounging or visiting will be allowed in the Common Areas between the hours of 10:00 p.m. and 5:00 a.m. Furniture delivery and removal will take place at such times as designated by Landlord. No noise that may be heard outside the Apartment, in the corridors, or in any adjoining apartments shall be allowed after 10:00 p.m. It is after this time that other tenants or Landlord or Manager may contact the authorities if noise is at an unreasonable level. In the event receives a complaint concerning noise coming from Tenants' Apartment, Landlord will attempt to contact the Apartment to request that the excessive noise cease. In the event the request is not honored, and a second contact is deemed necessary, Landlord may, at its discretion, issue a Lease Infraction. No more than ten (10) people are allowed in the Apartment at any time. Any police call involving activity in or about Tenants' Apartment may, at Landlord's discretion, result in a Lease Infraction.

ILLEGAL ACTIVITY. Tenants shall not use and shall not allow the use or manufacture or possession of marijuana or any controlled substance or illegal drug paraphernalia (as defined by applicable law) in or about the Apartment. Any arrest of Tenants or any of Tenants' guests or invitees for physical harm to person or property or for any felony alcohol or drug-related offense may, at Landlord's discretion, result in eviction of Tenants without Landlord being required to first provide three (3) Lease Infractions.

SIGNAGE: No signage or any other item of any type can be placed on any window or door of the Apartment or the Apartment Community.

ALTERATIONS: Tenants shall not alter the Apartment (change or add door locks, fixtures, entry or interior doors, cabinets, flooring, paint, wallpaper, appliances, etc.) without written permission from Landlord.

FURNISHINGS: Tenants shall reimburse Landlord for the cost of any repair or replacement of any Furnishings provided by Landlord caused by damage beyond what is considered "normal wear and tear".

PARKING: Any Tenant who leases a parking space in the surface parking lot or underground parking garage agree to abide by all terms and conditions described in the Parking Agreement, which they will be required to execute. Tenants who do not have an executed Parking Agreement will not be allowed access to or usage of parking stalls and will be in violation of the Lease should they use said parking stalls. Parking spaces are leased on a first-come-first-serve basis and a separate parking lease must be signed to secure a parking space.

BICYCLES: Bicycles owned by any Tenant shall be stored only in the underground parking garage area as designated by Landlord and not in any other parts of the Apartment Community. Any Tenant desiring the same shall make a request to Landlord for a dedicated bicycle stall for Tenant's use. Such Tenant will only park his/her bike in the Stall assigned to Tenant.

KEYS: Each Tenant will receive 1 key(s) to the Apartment, 1 key fob(s) to the building entry and 1 mailbox key. Please see paragraph below entitled "FEES" for costs associated with replacement of these items. If any Tenant does not return keys at move-out such Tenant agrees to pay the fees as described in these Rules and Regulations. These charges are due and payable at the time of issuance of new keys.

FEES: The applicable Tenant(s) will be assessed the following fees for any of the following replacements and/or violations:

- \$5 Mailbox Key
- \$15 Apartment Key (plus \$60/deadbolt lock in the apartment for re-key)
- \$15 Building entry Key Fob
- \$75 Lock-out Fee (outside normal business hours)
- \$250 Smoking violation
- \$50 Access Door Alarm Violation
- \$50 Parking Violation

LOCK-OUT: Tenants who are locked out of the building and or their Apartment when no Landlord's agent is present (and Landlord is required to provide them access) shall pay a lock out fee for Landlord to allow Tenant(s) entry. The payment is due at the time of arrival. No cash accepted.

MAINTENANCE: 24-hour emergency maintenance is available by calling the main office at 612-617-8000 (normal business hours) or 612-617-8000 (after business hours) and leaving an emergency page (follow the voice prompts). Emergencies consist of flooding (intrusive water), fire, power outage and/or lack of heat in the winter. **Tenants are responsible for the replacement of all proper wattage light bulbs. No rubber backed floor rugs or mats are allowed in the Apartment.**

SMOKING: This is a non-smoking Apartment Community. Smoking is not permitted within the Apartment, any of the interior Common Areas, in the underground parking garage or within 20 feet of the building. Tenants that are found smoking in the Apartment will be in violation of their Lease, fined \$250 per issuance of Lease Infraction and may be asked to vacate should three (3) or more Lease Infractions be issued.

PETS: Pets are not permitted at the Apartment Community. No "pet sitting" is permitted at any time. Tenants will be in default of their Lease if any pets, other than those that are licensed or prescribed by a licensed care giver under the American Disabilities Act, are in the Apartment and/or on or about the Apartment Community.

Pets are not allowed; however, pets are allowed if NECESSARY. Landlord will VERIFY that a person requesting an accommodation/modification to our Lease Pet Policy has a disability as that term is defined by law and to obtain information from a reliable third party (generally a health provider but it could be a therapist, social worker, etc... in some circumstances) that the requested accommodation is NECESSARY to provide applicant/resident with equal use and opportunity to enjoy housing or to overcome barriers associated with the person's disability.

Steps to being approved for an accommodation/modification to our pet policy:

Provide Landlord with a letter from Tenant's health care provider (or another provider Tenant is working with) outlining the request. Once this letter is received, Landlord will get in touch with Tenant to fill out a "Reasonable Accommodation/Modification Request Form" that will be sent to the health care provider that produced the letter to follow up with questions to make sure the request meets the standards under the American Disabilities Act.

If the "Reasonable Accommodation/Modification Request Form" is returned from health care provider that the request follows the standards of the American Disabilities Act, then Landlord will approve the accommodation and reach out to tenant (and all roommates) to fill out a form of rules that all Tenants in apartment will need to comply with when having a pet reside in an apartment at 1301 University.

ACCESS DOORS: Triggering of emergency door alarms will result in a fine of \$50. No security or fire doors are to be propped open at any time. In addition, Tenants are not permitted to allow persons into the Apartment Community that they personally have not invited onto the Apartment Community.

TRASH AND RECYCLING: Tenants must dispose of all trash (small kitchen trash bag size or smaller) in the trash chutes on floors 2 through 6 or first floor trash room. Please do not place recyclables down the trash chutes. All cardboard boxes must be broken down flat and brought to the first-floor trash room. All items larger than a kitchen size trash bag will need to dispose of in the first-floor trash room – please do not try to force large items in the trash chute for it will get plugged. Do not leave trash around the outside of your apartment. Cat litter must be in a plastic garbage bag and disposed of in the first-floor trash room – do not put cat litter in the trash chute. The following shall apply to violations of this trash policy.

- 1st Violation: A written warning
- 2nd Violation: A \$20 (per person) fine will be imposed and Landlord may, in our discretion, declare you in violation of the lease (this fine is in addition to any damages caused by such violation). Additional violations will result in additional charges.

CLEANING: Tenants shall conform to the cleaning standards as described in Tenants' Move-in Checklist. Tenants will be liable for any damage to Furnishings because of failure to adhere to the recommended cleaning standards and products.

ALCOHOL:

- Supplying alcohol to minors is strictly prohibited. Tenants will be in violation of the Lease should Landlord become informed of underage consumption/distribution in the Apartment.
- Consumption of alcohol may not take place in any Common Areas of the Apartment Community.
- No beer kegs will be allowed in the Apartment.

DAMAGE TO PROPERTY: In the event of any damage to the Apartment or the Apartment Community caused by any Tenants or Tenant's guests or invitees, such Tenant shall be liable to Landlord for the cost of repair of any such damage plus a \$150.00 administrative fee in each instance.

X _____

Date Signed