

## Rules and Regulations

1. No birds, dogs, fish, cats or other pets shall be kept or allowed in the buildings dwelling unit or common areas or on the premises at any time unless in a pet friendly unit or approved by management. Visitations of pets are not allowed either. No attachments shall be allowed on the building or the premises (ex: bird feeder). NO EXCEPTIONS!! Contact management for a pet application and pet policies for a pet approved apartment. Service/assistance animal must request for reasonable accommodations in writing to Manager. See Reasonable Accommodation Policy for details.
2. No grills of any type allowed!!
3. Tenant is responsible for their own renter's insurance. The Gardens Apartments requires renters to buy and maintain renter's insurance with at least \$500,000 of liability coverage. No policy held by the landlord will cover Tenants losses. Tenants are only allowed in the unit after the office has received a copy of your certificate of renter's insurance. When getting your renters insurance make sure to add Callahan Construction Inc. as your additional insured, allowing the insurance company to automatically send the copy of your certificate of renter's insurance to the office. In the event that you would not be renewing your renter's insurance you must provide Landlord a minimum of 30 days' advance notice of cancellation or nonrenewal of policies.
4. Never touch or hang anything from the fire sprinkler heads, they are very sensitive and hanging things from them can set them off. If they are set off from irresponsible behavior the water damage will be assessed to the Tenant. In a case where the water sprinklers are set off by tenant hanging them or hitting something off them:
  - a) Put your finger over the hole, or wrap a towel around it and put a bucket under it
  - b) Go down to the main level and turn the wheel (directions will be hung above the water pipe for your assistance)
  - c) Call the office (563) 588-4273 or Joe Callahan (563) 213-1015 as soon as possible!
5. Management may evict for the following reasons:
  - a) Failure to pay rent on time
  - b) Excessive noise, commotion or disturbing the peace of tenants
  - c) Violation of rules, set forth herein or violation of lease
  - d) A violation of the Uniform Residential Landlord Tenant Act
  - e) Creating a clear and present danger
  - f) As may otherwise be allowed by Iowa law
6. All original and duplicate keys must be returned or the charge for new keys and locks will be taken from the security deposit when the tenant moves. If the keys are turned in late, the tenant will be responsible for a rekeying fee, which will be deducted from the security deposit.
7. Please remember to take your door key when you lock your apartment. If you are locked out, contact the manager for assistance. **There will be a \$5.00 service charge for this service.**

8. Apartments must be cleaned, garbage and junk removed from the premises when tenant moves. Cleaning instructions are provided, please be sure to ask for a CHECK-OUT packet prior to vacating.
9. The forwarding address must be left with the manager when the tenant moves, for return of security deposit, after apartment is checked out.
10. There is a limit of two vehicles per dwelling unit due to limited spaces. If you have a garage you are required to use it as one of your parking spaces. Visitor vehicles parked at locations other than those spaces designated for visitor parking will be towed at the expense of the visitor and the tenant with whom the visitor is visiting.
11. No storage of campers, trailers, boats, or any other recreational type vehicles in the parking garages or parking areas.
12. No semi-truck, semi-trailer or large truck parking will be allowed.
13. There will be no auto repairs done on the premise. Vehicles must be operational to be allowed to leave them parked anywhere on The Gardens Apartments property.
14. Oil and gasoline leaks from a vehicle will be the responsibility of the tenant to clean-up or management will clean-up and charge the tenant.
15. No washing of vehicles is permitted.
16. It is the tenant's responsibility to park their vehicles in the parking lot so they do not take more than one parking space per vehicle.
17. Parking in a handicap zones, in front of steps or other areas marked as such will result in your automobile being towed away at your own expense.
18. All requests for maintenance must be registered with the management by telephone and in writing. This is necessary so that we can organize and supervise the activities of our maintenance personnel. Our people, except for emergencies, have been instructed to perform only work called for on **work orders issued by management**. Work order forms can be filled out on our website [www.thegardensapartments.com](http://www.thegardensapartments.com) or e-mailed to callahaninc2@yousq.net
19. If any repairs need to be made, contact the office and send request in writing. There is 24-hour maintenance service, therefore, if you have an emergency during non-office hours requiring attention, please call 563-213-1015. You may also call the office number after hours to leave routine maintenance requests to be handled the next working day.
20. Please notify Landlord of any improperly operating equipment. Damages due to negligence of tenant not notifying Landlord of improperly operating equipment will be assessed and charged to the tenant. If any appliances are not working, please turn them off.

21. No tape on walls for picture holders; no self-adhesive tape-on picture holders or gummy sticky putties. Small finish nails are O.K. Four nail holes per wall will be allowed; further damage will be assessed and charged to the tenant. No nails or tape on the inside or outside of the doors and cabinets. Please do not fill any nail holes in on walls.
22. Do not use any type of adhesive contact paper in kitchen or bathroom cabinets.
23. No nails, screws, bolts, tape, adhesive back products, etc., shall be allowed on cabinets.
24. If you have a clogged drain, **DO NOT USE DRAIN-O OR SIMILAR PRODUCTS**. These products can hinder maintenance efforts if plunging efforts are required. Call the office and one of our personnel will take care of it.
25. No cutting on countertops, use cutting boards and hot pads please. Charges for damages will be assessed to tenant.
26. Tenant is responsible for the cost of cleaning and repairing of their carpet if soiled beyond normal wear and tear. Soiled carpet is not considered normal wear and tear. Damage to carpets caused by any unauthorized cleaning firm, equipment or person will be assessed to the tenant.
27. Do not wax the linoleum floors.
28. Light bulbs are furnished when you first move in your apartments. When a bulb burns out, you will be responsible for its replacement. A charge is made for missing bulbs when tenant vacates.
29. Except in instances where we are requested not to enter an apartment when tenant is not at home, our staff will enter your apartment to do the job they are assigned to perform. If you are at any time doubtful as to the identity of maintenance staff, you are privileged to refuse admission. Please call the manager's office in these instances. The Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act. The tenant will be charged for all repairs and damages which are due to carelessness or negligence whether deliberate or accidental. These charges must be paid upon receipt of a statement of charges. In the event of an emergency situation the management will gain access to the unit and may do so without notice to the tenant. Owner shall have the right to inspect apartment immediately in the case of an emergency, or at reasonable times for other matters.
30. Plumbing fixtures shall be used only for the purpose for which they are designed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. The water shall not be left running any unreasonable or unnecessary length of time in the buildings. Any damages resulting from misuse of such facilities shall be paid for by the tenant.
31. There will be a charge of \$40.00 for service calls on disposals and commodes if cause is from negligence of tenant. **DO NOT DISPOSE OF PAPER TOWELS, KLEENEX, DIAPERS, TAMPONS, NAPKINS, AND FOOD SCRAPS IN COMMUNE**. Use refuse receptacle.

32. You are welcome to have guests in your apartment at any time. If such guest should be staying longer than 10 days, the manager will be so advised and the guest will need to follow the application process for becoming a tenant. No boarders or lodgers are allowed. All occupants of an apartment are required to sign the lease agreement and the apartment is to be occupied only by those signing. If the person(s) signing the lease agreement allow another individual(s) to occupy the apartment, a new lease agreement will be required to be signed by the new and old occupants of the apartment. Failure to comply with this rule will be considered a breach of the lease of agreement.
33. The sidewalks, entrances, passages, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress or egress to and from the building.
34. No bottles, newspapers, packages, garbage, boxes, or other property of any tenant shall be left in public corridors.
35. Tenant(s) shall keep all common areas, walkways, stairways, and landings in a clean and safe condition, no storage will be allowed in these areas.
36. It is the tenant's responsibility to place their garbage into pick-up containers furnished by owner in parking lot. All garbage is to be wrapped in a bag. All garbage is to be removed routinely from your apartment, and put in the dumpsters. These containers are emptied by the hauling service as often as necessary. Never place garbage in the hallways, stairways, or laundry rooms. Please keep lids closed. Please do not send small children with garbage to the dumpsters. Children are not allowed to play in or around the garbage dumpsters.
37. When operating television, radios, stereos, etc., use them within normal hours and at tolerable volume levels. Please be considerate of your neighbors and they will be considerate of you.
38. Tenant shall not disturb the peaceful enjoyment of the premises by tenants, guests or others. Therefore, tenant shall ensure that tenant does not cause or permit any offensive odors to be generated in the tenant's unit or common areas. For example, certain types of cooking may cause certain smells or odors which are deemed offensive by others. Landlord has the sole discretion to determine what odors are, in fact, offensive.
39. No musical instrument shall be played and no stereo, radio, or television set shall be operated and no vocal or instrumental practice shall be permitted at any time in the building in such a manner as to disturb or annoy other tenants of the building. No other noises shall be made in the building which will disturb or annoy other tenants of the building.
40. Nothing shall be swept, shaken or thrown out of the windows or doors or into the halls, stairways, and passages or onto the outside areas in any manner. No storage of any type is allowed in front of the building that is unsightly as determined in the sole discretion of management.
41. It is illegal to improperly dispose of your cigarettes. There are receptacles provided in the front of the building, **USE THEM!**
42. No loitering or playing on the stairways or in the halls at any time.

43. Signs, advertisement, signals or illuminations shall not be inscribed or exposed on any windows hung on doors, or other part of the building.
44. No plastic, shades, awnings, venetian blinds, window guards, or screen doors shall be installed, except where prior written approval is given by owner. All damages or repairs required from installation of any of the above items will be charged to tenants.
45. Tenant shall be responsible for closing of all windows in their apartment during storms. Any water damage caused by tenant will be assessed and charged to tenant.
46. Use care when moving things through the hallways. Any damage will be assessed to the tenant moving.
47. Doors to apartments shall be kept closed at all times.
48. Tenant shall not alter, replace or add locks, bolts, or install any other attachments, such as knockers, upon any door.
49. Fire extinguisher and smoke detector are provided for your safety. Each apartment has a fire extinguisher located in the kitchen pantry/closet in each apartment. Any and all fires must be reported to the office. In the event of a fire, call the fire department (911) immediately. Do not misuse the fire extinguisher. Any miss uses or damage caused by fire extinguisher will be assessed to tenant.
50. Heating and air conditioning within each apartment is separately controlled. During the winter season, all apartments will be kept at a minimum of 60 degrees, (especially if tenant leaves for any length of time). A comfortable setting on the thermostat is between 70 and 75 degrees. If you have any questions, please contact the manager.
51. Outlets for phones have been provided. If you request the telephone company to install an outlet on or in the wall, it will be removed and wall repairs are at your expense when you vacate apartment.
52. Outlets for cable TV have been provided. If you request the cable company to install an outlet on or in the wall, it will be removed and wall repaired at your expense when you vacate apartment. Cable outlets are permitted only in the areas provided.
53. **No satellite dishes of any sort unless approved by owner, Joel Callahan.**
54. Landlord does not guarantee that cable TV and telephone outlets are in working order (plug in condition) for immediate hookup. Service personnel may have to be called for repairs. Tenant will be responsible for any charges incurred.
55. Running exposed wires for electrical appliances or fixtures in violation of the building code is prohibited. No temporary wiring or extension cords will be allowed to run directly from one portable electric fixture to convenience outlets from beneath the floor coverings, through doorways, transoms, or similar structural elements.

56. Instruction operating manuals are provided for the use and care of the major appliances and fixtures. Please read them carefully and follow directions so you do not cause any damage to them. Instruction operating manuals are not to be removed from the premises, or tenant will be charged accordingly.
57. No kerosene heaters of any type.
58. Only use dishwasher soap or liquid in the dishwasher, do not use regular dish soap.
59. Do not leave the dishwasher unattended.
60. Whether vacating or when gone for extended periods of time, please leave all appliances plugged in. The refrigerator must be left on and running. If it is not left on the tenant will be assessed.
61. No storage of flammable liquids, bicycles, motorcycles, snowmobiles and other motorized vehicles in the hall common areas, stairways, landings or apartment dwelling unit.
62. No garage sales, baby sitting services, or other business services are allowed within the building.
63. Children are not to play in the halls or stairways. Baby strollers, bicycles and toys are not to be left in halls, stairways, entryways, or on sidewalks. The management is not responsible for any damage or stolen property.
64. No commercial pest control by tenant. If tenant notices any infestation contact Landlord immediately.
65. Door to door solicitors are not permitted in the development. If such persons do appear in the building, your notifying the manager would be greatly appreciated.
66. No illegal drugs or criminal activities are allowed on the premises.
67. Proof of Certificate of Insurance must be provided to Landlord. Tenant homeowner's property and liability insurance are required for your own protection. Loss or damage to your furnishings or personal effects whether in your apartment or storage, are not covered by our insurance. You are required to bring in a copy of your renter's insurance for proof each year. You are liable for any building damage or destruction.
68. No storage of any type is allowed in furnace or water heater rooms.
69. It is the policy of the The Gardens Apartments management to provide all residents with a quiet, safe and relaxed atmosphere. There is, of course, some noise associated with apartment living. It is important to be considerate of your neighbors. Please do not allow your children to run or jump in your apartment if you live in a middle or upper level unit. Loud noise parties will not be tolerated. It is your responsibility to insure that your neighbors will not be disturbed by you or your guests.

70. No driving on grass will be permitted. No vehicles will be permitted on the sidewalks. Damage to grass or sidewalks will be assessed to the tenant.
71. You as a tenant are responsible for payment of the gas, electrical and water bills. You must change the billing immediately. Additional information is provided on the last sheet.
72. Please report any entry, hallway, stairway, outside or security lights that are out.
73. The "Parking Rules and Regulations" Notice explains in detail the parking situation. The terms and conditions of the notice will be enforced, please abide by them.
74. If you have electrical problems with your lights, furnace, or air conditioning unit, first check the circuit breakers. If this doesn't solve the problem, report it to the office. Report continual circuit breaker problems to the office (563) 588-4273.
75. A set of rules cannot be all inclusive in every situation therefore the management reserves the right to use its own judgment in situations not covered by these rules and regulations. As a tenant, these rules and regulations are provided for your safety and pleasure. The rules become a part of your lease and may be revised or additional rules established at any time by the Management.

# Rules and Regulations

If you have any questions or problems concerning the apartments, please call any of the names and numbers listed below. Thank you!

**Jessica (563) 582-4297**

**Joel Callahan (563) 213-1015 (Emergency ONLY!)**

1. This sheet is to acknowledge that the tenant has received and read a copy of the rules and regulations.
2. Additionally, this sheet is to acknowledge that the tenant has a full understanding of the rules and regulations and if there are any unanswered questions, tenant should list such questions below in writing.
3. Finally, this sheet is to acknowledge that the tenant has received a copy of the apartment condition check-in list and must have it returned, signed and dated within 5 days from the first day the tenant has access to the unit, for any exceptions, or be held liable for the condition of the apartment as received.

Date: \_\_\_\_\_

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_

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For your convenience, the names and addresses for utilities are as follows:

**Alliant Energy (electric)**  
4902 North Biltmore Lane  
Suite 1000  
Madison, WI 53718-2148  
1-800-255-4268

**Water/Sewer (Farley)**  
301 1<sup>st</sup> ST NW  
Farley, IA 52046  
563-744-3475