

Key Information Disclosed for Tenants of Owners at The Carlyle *(In addition, please read all The Rules and Regulations.)*

This document is for use by unit owners and those who would lease from them at The Carlyle. The purpose is to properly set expectations and avoid surprises when a privately owned unit is offered as a rental unit by its owner.

BACKGROUND

1. In leasing at The Carlyle, renters become a tenant of an Owner of a condominium residence. Renters are not tenants of the Home Owners Association, or of The Carlyle.
2. **All** parties living in the unit under lease are considered tenants of the owner and are subject to a background check performed by Management prior to moving in. Prospective tenants must sign and submit this disclosure with their Application for Occupancy and the background check consent form.
3. To obtain permission from the Association to move into the building, Owners are required to show that their prospective tenants have passed The Carlyle's background check. Prospective tenants must also meet any additional criteria set by the Unit Owner. If you're considering moving between units within The Carlyle, you should know that a current background check is still required unless the landlord stays the same. All background checks are valid for 30 days.
4. The final decision regarding a tenancy is made by the Unit Owner, unless the prospective tenant has a prior history of: felony conviction; unlawful detainer; and/or damage to property. There will be an automatic denial by Management for applications where the reporting indicates one or more of these, which would be of concern to the Association. Interviews by the Association are NEVER required.
5. Tenants and Unit Owners must sign, at the time of the signing of their lease, a lease addendum available from the Unit Owner or their agent that the Association requires. Owners should countersign the disclosure document at the same time. Move in is not allowed until ALL executed documents are provided to the Association.
6. An approved tenant becomes a Resident when they move in to The Carlyle, not beforehand.

MOVE IN

7. If a prospective tenant is approved, and furnishes evidence of this approval, the loading dock and freight elevator may be reserved. Hours of operation are limited to 8 AM to 8 PM, seven days a week. During certain periods each week, the dock may not be available due to service requirements.
8. Loading Dock reservations are arranged by the Front Desk, 612.466.7320. Reservations are possible only when #s 2-4, above, have been completed.
9. Only a Caretaker or the Property Manager can open the dock for a move in and secure the elevator for use.
10. Residents are to furnish a completed **Request for Information** form at the time of move-in. This allows building staff to provide proper service when Residents have guests or receive packages.
11. Residents can also get help from Front Desk re: postal notification forms for this building. This step is important if Residents wish to receive Postal mail at The Carlyle!
12. If a moving company damages the Building or any of its elements during move in/out, the Association will make necessary repairs and bill the Unit Owner. This includes damage caused by placing packing materials such as cardboard in the trash chute, which is prohibited under the rules. Be sure to discuss this with movers and any other people helping with the move.

RULES and FINES FOR INFRACTIONS

13. An approved tenant becomes a Resident at move in, and is bound by the Rules and Regulations of the Association. These are available from the Unit Owner. However, fines for infractions are assessed to the Unit Owner directly by the Association Board. Some infractions carry substantial mandatory penalties. While the Owner may appeal, the Resident who is a tenant has no standing before the Association board in these matters. Owners usually collect these fines from their tenants based on their lease agreements.

14. Smoking is not permitted in any common area at The Carlyle including the pool deck. Glass and breakable items are not allowed on the Pool Deck at any time.

15. Use caution to ensure NO items are blown off, fall or otherwise drop from any terrace or balcony. Fines for this infraction are mandatory and are at least \$500 per instance.

16. Residents are responsible for recycling at The Carlyle and delivering their recyclables to the Loading Dock. These may not be placed in the trash chute. When any cardboard, including that from moves or deliveries, is placed in the trash chute, the charge for removal is currently \$100 per instance should it cause a jam or backup, plus any repair fees incurred. The fees are assessed to the Unit Owner. Residents should tell their movers, and any delivery services to be careful about this.

AMENITIES and SERVICES

17. The right of Owners to use amenities at The Carlyle is transferred to the tenant during their lease period. These include the Fitness Center, the Business Center Computers (but not the Printer), the Grill Area on the 5th floor deck, the Guest Suites, the Great Room and the Board Room. These must be paid for when reserved, and by check only, made payable to "The Carlyle Association." Credit cards and cash are not handled at The Carlyle. Contact Front Desk for information about reservations, and for package and lockout service.

18. All guests of Residents must be accompanied by a Resident in the amenities, unless they are staying in Guest Suites or meet the requirements for such use as outlined in the Rules.

19. A tenant who becomes a Resident may obtain lockout service after hours for a fee. The fee is payable by check, not by credit card or cash. If Residents prefer to avoid lockout charges, they may arrange through Front Desk for a key to be left for their own use at Front Desk 24/7/365. Other than the cost to copy the key, this is a free service.

UTILITIES

20. The Association provides each Unit with a single live internet port (Ethernet connection). Most Residents buy their own wireless router for their convenience. Firewalling (setting security) is recommended. Residents may arrange for private internet service at their own expense.

21. The Association also provides a basic TV package for each Unit through Direct TV. The special contact number should always be used for this service at The Carlyle. Call 877.288.2888 to order service or ask questions about service in this building. Other vendors may be used at the discretion of a Resident.

22. Electricity is purchased in bulk by the association and individually metered and charged two months in arrears to Unit Owners. Residents may not arrange for other electric service at this address.

23. Cell phone reception is tricky in the Building and auxiliary antennae can help. Land line service is available through Century Link.

SECURITY

24. Fobs for access to the tower, and garage openers for automobiles are available from a tenant's Unit Owner directly, or from the Owner via Front Desk.

25. The Building maintains a master lock system. No locksmith may work on unit hallway doors or external doors, except those ordered by The Association. Unauthorized work may be removed at Unit Owner expense.

26. The Association maintains security monitoring systems on the property. These may include routine and non-routine monitoring as occasioned by the needs of the Association.

PARKING

27. The Owner's stalls in the open parking ramp are available for use IF assigned to a tenant by their landlord. Parking any vehicle outside the unit's licensed stalls in the garage is not permitted. Improperly parked vehicles will be towed. Please check The Rules regarding use of the Parking Ramp and the Guest Parking stalls. There are routine fines for not following Guest Parking rules.

28. Residents may park only automobiles, motorcycles, bicycles and bicycle accessories in their stall, and may not park beyond stall boundaries. Rental racks are available. Bike racks may be installed in the garage ONLY through arrangement with the Property Manager according to the Rules.

REPAIRS/DAMAGE

29. Urgent repairs should be phoned to Front Desk or to the On Site Property Manager. Non-urgent repairs are handled through Unit Owners or their Agents. The Association has specific and limited responsibilities for repair in a Unit. These do not include appliance repair, but do include the delivery of services and utilities.

30. If a Resident or their guests or visitors damage common property, the Association will make the repair and bill Unit Owners. This includes moves in and out as well as deliveries.

By signing below the prospective tenant(s) and owner(s) (all signatories to the lease) indicate that they have read the key points above and acknowledge receipt of the Rules and Regulations which will govern their stay at The Carlyle and outline the responsibilities as a landlord.

Tenant #1 _____ Tenant #2 _____

(Print names, above)

Date: _____

Unit Owner: _____ (Print name) _____