

State of Minnesota**District Court****County of Dakota****First Judicial District**

LaQuesa Miller, Anita McCoy,
and Ashauwnti Howard,
individually and on behalf of the
Class and Subclasses,

Case No. 19WS-CV-26-808

Case Type: Civil

Plaintiffs,

**FIRST AMENDED
CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

v.

Priderock Capital Partners, LLC,
Priderock Capital Management, LLC,
PRCP-Minnesota Stone, LLC, and
PRCP-Minnesota I, LLC, collectively
d/b/a Glen at Burnsville,

Defendants.

LaQuesa Miller, Anita McCoy, and Ashauwnti Howard (collectively, “Plaintiffs”), by and through their attorneys, Nichols Kaster, PLLP, bring this case individually and as a putative class action against Defendants Priderock Capital Partners, LLC, Priderock Capital Management, LLC, PRCP-Minnesota Stone, LLC, and PRCP-Minnesota I, LLC, which are collectively doing business as Glen at Burnsville (collectively, “Defendants” or “Priderock”).

PRELIMINARY STATEMENT

1. This action challenges Defendants’ unlawful and deceptive practices in renting apartments at Glen at Burnsville. Defendants misrepresented and continue to misrepresent the true cost of renting by advertising and disclosing base rent while

concealing mandatory fees, unlawfully charging tenants for common area utilities and other costs that are Defendants' responsibility, and failing to maintain the property in compliance with Minnesota's covenants of habitability, including by allowing persistent pest infestations and unsecured building access.

2. Through this action, Plaintiffs seek relief for themselves and members of the Class, the Injunctive Relief Class, and Subclasses defined herein, who paid undisclosed, unlawful, excessive, and/or unjust fees, were misled about the cost and conditions of their housing, and were denied the benefit of safe, habitable, and lawfully managed residential premises.

PARTIES

I. Plaintiffs

3. Plaintiff Miller is a natural person and adult resident of Dakota County, Minnesota.

4. From June 5, 2025 through September 4, 2026, Plaintiff Miller was a residential tenant leasing and residing at 13150 Harriet Avenue South, Unit #D190, Burnsville, Minnesota 55337, a unit at Glen at Burnsville.

5. Plaintiff McCoy is a natural person and adult resident of Dakota County, Minnesota.

6. Since December 5, 2023, Plaintiff McCoy has been a residential tenant leasing and residing at 13150 Harriet Avenue South, Unit #D396B, Burnsville, Minnesota 55337, a unit at Glen at Burnsville.

7. Plaintiff Howard is a natural person and adult resident of Dakota County, Minnesota.

8. Since April 10, 2026, Plaintiff Howard has been a residential tenant leasing and residing at 13150 Harriet Avenue South, Unit #D397, Burnsville, Minnesota 55337, a unit at Glen at Burnsville.

II. Defendants

A. Defendant Priderock Capital Partners, LLC

9. Defendant Priderock Capital Partners, LLC is a Florida limited liability company with a principal place of business at 10455 Riverside Drive, Suite 200, Palm Beach Gardens, Florida 33410.

10. Defendant Priderock Capital Partners, LLC is a private owner, investor, manager, and developer of multifamily residential apartments with over 13,000 multifamily residential units in its portfolio, including Glen at Burnsville apartments, a complex located in Burnsville, Minnesota, with over 300 units within four buildings on the property.

B. Defendant Priderock Capital Management, LLC

11. Defendant Priderock Capital Management, LLC is a Florida limited liability company with a principal place of business at 10455 Riverside Drive, Suite 200, Palm Beach Gardens, Florida 33410.

12. Defendant Priderock Capital Management, LLC is a subsidiary of Defendant Priderock Capital Partners, LLC.

13. Defendant Priderock Capital Management, LLC owns and manages multifamily residential units in Defendant Priderock Capital Partners, LLC's portfolio, including Glen at Burnsville apartments, located in Burnsville, Minnesota.

C. Defendant PRCP-Minnesota Stone, LLC

14. Defendant PRCP-Minnesota Stone, LLC is a Delaware limited liability company with a principal place of business at 525 Okeechobee Blvd., Suite 1650, West Palm Beach, Florida 33401.

15. Defendant PRCP-Minnesota Stone, LLC has an owner address of 10455 Riverside Drive, Suite 200, Palm Beach Gardens, Florida 33410, as indicated on its most recent property tax documentation with Dakota County, Minnesota for the property comprising Glen at Burnsville.

16. Upon information and belief, since March 29, 2018, Defendant PRCP-Minnesota Stone, LLC is the listed multifamily rental licensee and fee owner for the real property which comprises the Glen at Burnsville apartment complex.

17. The Office of the Minnesota Secretary of State issued a Certificate of Revocation revoking Defendant PRCP-Minnesota Stone, LLC's registration and authority to do business in Minnesota on January 7, 2025, due to its failure to file an annual renewal.

18. Prior to the revocation, Defendant PRCP-Minnesota Stone, LLC had a registered local office address at 1010 Dale Street North, Saint Paul, Minnesota 55117-5603.

D. Defendant PRCP-Minnesota I, LLC

19. Defendant PRCP-Minnesota I, LLC is a Delaware limited liability company with a principal place of business at 525 Okeechobee Blvd., Suite 1650, West Palm Beach, Florida 33401.

20. Defendant PRCP-Minnesota I, LLC has its principal executive office address at 10455 Riverside Drive, Suite 200, Palm Beach Gardens, Florida 33410 and registered office address at 1010 Dale Street North, Saint Paul, Minnesota 55117-5603.

21. Since at least May 2018 through the present, Defendant PRCP-Minnesota I, LLC is listed as the owner and signatory of Glen at Burnsville on leases with residential tenants.

JURISDICTION AND VENUE

22. This Court has subject matter jurisdiction as this action arises under Minnesota Statutes sections 8.31, 325F.68 to 325F.70, 325D.43 to 325D.48, and 504B.001 to 504B.501, and common law.

23. This Court has personal jurisdiction over Defendants because they rent to, and have committed acts causing injury to, Minnesota residents.

24. Venue in Dakota County is proper because the causes of action arose in Dakota County.

CLASS DEFINITIONS

25. Plaintiffs bring claims on behalf of themselves and the following Minnesota Rule of Civil Procedure 23 Classes and Subclasses defined below:

The “Class”

All persons who executed a lease agreement for a residential unit at Glen at Burnsville within the six years preceding the filing of this Complaint through the final date of judgment.

The “Prohibited Fees Subclass”

All persons who executed a lease agreement for a residential unit at Glen at Burnsville from January 1, 2024 through the final date of judgment.

The “Utilities Subclass”

All persons who executed a lease agreement for a residential unit at Glen at Burnsville from January 1, 2025 through the final date of judgment.

The “Injunctive Relief Class”

All members of the Class, Prohibited Fees Subclass, or Utilities Subclass who are current tenants at Glen at Burnsville.

26. The Class, Injunctive Relief Class, and Subclasses are so numerous that joinder of all members is impracticable. Defendants rent approximately 300 units at Glen at Burnsville, meaning each year during the six-year Class period, there are at least 300 persons who satisfy the definition for the Class.

27. Defendants’ unlawful conduct has harmed all members of the Class, Injunctive Relief Class, and Subclasses.

28. There are questions of law and fact common to members of the Class, Injunctive Relief Class, and Subclasses that predominate over any questions solely affecting individual members, including but not limited to the following:

- a. Whether Defendants failed to properly disclose nonoptional fees in advertisements and on the first page of the lease agreements in violation

of the Prohibited Fees Subclass members' rights under the Prohibited Fees Statute, Minn. Stat. § 504B.120;

- b. Whether Defendants breached the lease agreements by failing to keep the premises fit for intended use, in reasonable repair, and/or in compliance with health and safety laws and ordinances (e.g., failing to control pests and maintain controlled access) and for shifting the cost of pest control, in violation of the Class members' rights under the covenants of habitability, Minn. Stat. § 504B.161;
- c. Whether Defendants breached the lease agreements by shifting costs for common area utilities and/or overcharging for utilities in violation of the Utilities Subclass members' rights under the covenants of habitability, Minn. Stat. § 504B.161;
- d. Whether Defendants' advertisements and leases are unfair, deceptive, fraudulent, misleading, and false in violation of the Class members' rights under the Minnesota Consumer Fraud Act, Minn. Stat. § 325F.68, and the Minnesota Deceptive Trade Practices Act, Minn. Stat. § 325D.44;
- e. Whether Defendants' conduct of hiding the true cost of rent by only disclosing nonoptional fees after the payment of application and administrative fees is a violation of the Class members' rights under the Minnesota Consumer Fraud Act, Minn. Stat. § 325F.68, and the Minnesota Deceptive Trade Practices Act, Minn. Stat. § 325D.44;
- f. Whether Defendants' conduct in misrepresenting and charging, for example, a Security Deposit Alternative Fee, Landlord Damage Waiver Fee, and Pest Control Fee, and in failing to maintain "controlled access" buildings are violations of the Class members' rights under the Minnesota Consumer Fraud Act, Minn. Stat. § 325F.68, and the Minnesota Deceptive Trade Practices Act, Minn. Stat. § 325D.44;
- g. Whether Defendants' conduct in charging for common area electric, gas, sewer, and water, and/or overcharging for sewer and water, are in violation of the Utilities Subclass members' rights under the Minnesota Consumer Fraud Act, Minn. Stat. § 325F.68, and the Minnesota Deceptive Trade Practices Act, Minn. Stat. § 325D.44;
- h. Whether Defendants' conduct of hiding the true cost of rent by only disclosing nonoptional fees after the payment of application and administrative fees unjustly enriched Defendants in violation of the Class members' common law rights;

- i. Whether Defendants' conduct charging, for example, a Security Deposit Alternative Fee, Landlord Damage Waiver Fee, and Pest Control Fee, unjustly enriched Defendants in violation of the Class members' common law rights;
- j. Whether Defendants' conduct in charging for common area electric, gas, sewer, and water, and/or overcharging for sewer and water, unjustly enriched Defendants in violation of the Utilities Subclass members' rights;
- k. Whether members of the Class and Subclasses, including members of the Injunctive Relief Class, are entitled to damages and equitable relief;
- l. Whether members of the Injunctive Relief Class continue to be harmed by Defendants' unlawful actions; and
- m. The proper measure and calculation of damages.

29. Plaintiffs' claims are typical of those of the members of the Class and Subclasses. Plaintiffs, like the other members of the Class and Subclasses, were subjected to and/or continue to be subject to Defendants' practices and policies described in this Complaint.

30. Plaintiff Howard's and Plaintiff McCoy's claims are typical of the members of the Injunctive Relief Class. Plaintiff Howard and Plaintiff McCoy, like the other members of the Injunctive Relief Class, are current residential tenants at Glen at Burnsville who continue to be harmed by Defendants' ongoing practices and policies alleged in this Complaint.

31. Plaintiffs will fairly and adequately protect the interests of the Class, Injunctive Relief Class, and Subclasses and have retained counsel experienced in complex class action litigation.

32. This action is properly maintainable as a class action because common questions of law or fact predominate over any questions affecting individual Class members, and a class action is superior to other methods in order to ensure a fair and efficient adjudication of this controversy because, here, individual tenants likely lack the financial resources to vigorously prosecute separate lawsuits in court against large landlord defendants. Class litigation is also superior because it will preclude the need for unduly duplicative litigation resulting in inconsistent judgments pertaining to Defendants' policies and practices. There do not appear to be any difficulties in managing this class action.

33. Plaintiffs also bring this action pursuant to Minn. Stat. § 8.31, subd. 3a, which permits “any person injured by a violation of any of the laws referred to in subdivision 1” to become a private attorney general who “may bring a civil action and recover damages, together with costs and disbursements, including costs of investigation and reasonable attorney’s fees, and receive other equitable relief as determined by the court.” Minn. Stat. § 8.31, subd. 1 identifies the “the law of this state respecting unfair, discriminatory, and other unlawful practices in business, commerce, or trade” as being enforceable under the private attorney general provision of Minnesota statute.

34. In relation to landlord-tenant laws, Minn. Stat. § 504B.501 additionally states “[t]he attorney general has authority under section 8.31 to investigate and prosecute violations of this chapter.” *See also* Minn. Stat. § 504B.216, subd. 17 (granting attorney general authority under section 8.31 to investigate and prosecute violations of Minn. Stat. § 504B.216). Thus, all claims brought in this Complaint regarding unfair and other unlawful practices in business and landlord-tenant provisions under Minnesota state law

are brought under the auspices of the private attorney general provision of Minn. Stat. § 8.31, subd. 3a.

35. The vindication of Plaintiffs' claims and the claims of the Class, the Injunctive Relief Class, and Subclasses will benefit the public at large. There is a significant public interest in protecting tenants in Minnesota who are already subject to unequal bargaining power in landlord-tenant relations.

CLASS ACTION ALLEGATIONS

I. Defendants Charge All Class Members Undisclosed, Nonoptional Fees.

36. Defendants purport to disclose the actual monthly rent for Glen at Burnsville units in advertisements and on the first page of their lease agreements; however, the purported, disclosed rent is lower than the actual rent Defendants intend to and do charge all Class members.

37. Specifically, Defendants charge all Class members nonoptional fees that are neither disclosed in advertisements with the total amount for rent nor described as the Total Monthly Payment on the first page of Defendants' standard form lease agreements used for all Class members.

38. In fact, during all relevant periods of time, Defendants have charged and continue to charge Class members at Glen at Burnsville nonoptional fees that were not properly disclosed, such as:

- a. Defendants charge an Activation Fee of \$15 to each residential unit when the lease commences.
- b. Defendants charge a Landlord Damage Waiver Fee to residential units monthly, that, upon information and belief, ranges from \$12 to \$18.

- c. Defendants charge a Security Deposit Alternative Fee to residential units monthly, that, upon information and belief, ranges from \$29 to \$38.
- d. Defendants charge a Pest Control Fee of \$1 to each residential unit monthly.
- e. Defendants charge a Utility Administrative Fee of \$4.65 to each residential unit monthly.
- f. Defendants charge an Elect Gas Recovery Fee to each residential unit for common area electric and gas, in an amount shared by all residential units, which, for example, ranged from \$14.27 to \$46.07 for Plaintiff Miller's unit.
- g. Defendants charge a Water Base Fee to each residential unit monthly in an amount assessed to all residential units, which, for example, was fixed at \$2.20 in 2025 and \$2.36 in 2026 for Plaintiff Miller's unit.
- h. Defendants charge a Water Variable Fee to each residential unit monthly in an amount shared by all residential units, which, for example, ranged from \$21.47 to \$25.09 for Plaintiff Miller's unit.
- i. Defendants charge a Sewer Base Fee to each residential unit monthly in an amount assessed to all residential units, which, for example, was fixed at \$7.90 in 2025 and \$8.64 in 2026 for Plaintiff Miller's unit.
- j. Defendants charge a Sewer Variable Fee to each residential unit monthly in an amount shared by all residential units, which, for example, ranged from \$39.42 to \$46.49 for Plaintiff Miller's unit.
- k. Defendants charge a Stormwater Fee to each residential unit at least once, and sometimes twice, a month in an amount shared by all residential units, which, for example, ranged from \$5.04 to \$5.53 for Plaintiff Miller's unit.
- l. Defendants charge a Trash Fee to each residential unit monthly in an amount shared by all residential units, which, for example, ranged from \$31.17 to \$48.09 for Plaintiff Miller's unit.

39. In addition, Defendants have failed to properly disclose, in advertisements and on the first page of Defendants' lease agreements, the monthly Electric Charge to be

paid by the Class member directly to the electricity utility provider, which for example, ranged from approximately \$100 to \$150 for Plaintiff Miller.

II. Defendants Unlawfully Apportion and Charge All Utilities Subclass Members for Utilities.

40. Defendants have unlawfully charged Utilities Subclass members for common area utilities, meaning utilities outside of Utilities Subclass members' residential unit, and for more than their apportioned share of certain utilities.

41. Defendants operate Glen at Burnsville as shared-metered residential buildings, meaning that there are fewer meters for measuring water, sewer, and gas usages than there are residential units in the buildings. *See* Minn. Stat. § 504B.216, subd. 1(e).

42. Defendants receive the utility bills directly from the City of Burnsville and from utility providers for water, sewer, and gas usage for the entirety of the Glen at Burnsville premises and then use their third-party billing agent, RealPage, to apportion utility bills to all Utilities Subclass members.

43. For electricity, each unit at Glen at Burnsville is directly metered by Dakota Electric for the unit's electricity usage. For non-unit electricity usage, Defendants receive electricity bills from Dakota Electric for that common area electricity usage (e.g., electricity used in hallways, laundry rooms, stairwells, management offices, parking lots, etc.).

44. With respect to common areas, as of January 1, 2025, landlords are not allowed to bill tenants for common area utilities such as gas, water, sewer, and electric. *See* Minn. Stat. § 504B.216, subd. 5(a), 6(c), 7(c).

45. Even so, as of January 1, 2025, Defendants have continued to require Utilities Subclass members to pay for common area electric and gas, through charges that appear on Utilities Subclass members' tenant ledgers as "Elect Gas Recovery."

46. With respect to sewer and water charges, Defendants routinely charge Utilities Subclass members for sewer and water in amounts that exceed the average costs in the community. For example, according to the City of Burnsville's records, in 2025, the average monthly cost for the average household was \$27.40 for sewer and \$13.80 for water.¹ Yet, in 2025, Defendants charged Plaintiff Miller's household an average of \$39.33 per month for Sewer Variable Fees, which is over 43% more than the average Burnsville household, and an average of \$22.37 per month for Water Variable Fees, which is over 62% more than the average Burnsville household.

47. Upon information and belief, Defendants overcharge Utilities Subclass members for more than their apportioned share for sewer and water.

48. Upon information and belief, Defendants do this by requiring Utilities Subclass members to pay for common area sewer and water, and/or administrative fees or other expenses prohibited by law, that increase the sewer and water charges Utilities Subclass members are assessed each month. *See, e.g.*, Minn. Stat. §§ 216B.022, subd. 5; 504B.216, subd. 7(a)-(c); 504B.216, subd. 8.

¹ *Utility Rates*, CITY OF BURNSVILLE, <https://burnsvillemn.gov/1266/Utility-Rates> (last visited July 7, 2026).

III. Defendants Violate the Covenants of Habitability and Unlawfully Shift Their Habitability Obligations to Class Members and Utilities Subclass Members.

A. All Class Members

49. Defendants violate the statutory covenants of habitability as to all Class members.

50. First, Defendants violate the statutory covenants of habitability for all Class members with respect to pest control. Even while forcing all Class members to pay Pest Control Fees, Defendants do not provide adequate extermination, cleaning services, or trash disposal, leading to continuous problems with rodents and cockroaches in the complexes, which share connections through access doors and hallways. This denies all Class members safe, sanitary, and full access to use of the property.

51. Defendants are aware of the presence of pests, like rodents and cockroaches, from repeated complaints from Plaintiffs, online reviews by verified tenants, and upon information and belief, other Class member complaints and maintenance requests, but Defendants allow the problem to persist.

52. Moreover, since August 2020, and as recently as April 2026, Defendants have been cited by the City of Burnsville numerous times for infestations and failure to keep the premises in clean and sanitary conditions.

53. Second, Defendants violate the statutory covenants of habitability for all Class members by advertising controlled-access buildings and then not maintaining controlled access to the buildings.

54. Specifically, prior to February 2026, Defendants did not maintain working locks to exterior entrances to the buildings, which resulted in problems with non-tenants in the building, including unhoused people.

55. While Defendants installed locks in February 2026, after a teenager was murdered in one of the buildings, Defendants have failed to maintain the functioning of the locks to the exterior doors.

56. As a result of Defendants' failures, non-tenants and unhoused people are present in common areas, including garages, hallways, and laundry rooms at Glen at Burnsville, thereby denying Class members safe and full access to and use of the property.

57. Defendants are aware of the problems with the lack of controlled access from repeated complaints from Plaintiffs, online reviews from verified tenants, and upon information and belief, other tenant complaints, but Defendants allow the problem to persist.

58. Moreover, since August 2020, and as recently as April 2026, Defendants have been cited by the City of Burnsville numerous times for unsecured exterior doors.

B. Utilities Subclass

59. Defendants also violate the statutory covenants of habitability as to all Utilities Subclass members with respect to utility charges.

60. Specifically, with respect to the common area utilities discussed above, Defendants charge Utilities Subclass members more than is statutorily permissible under Minn. Stat. § 504B.216, including shifting the cost of common area utilities onto Utilities

Subclass members, which is a per se violation of the statutory covenant of habitability. *See* Minn. Stat. § 504B.216, subd. 16.

IV. Defendants' Willful Conduct is Unfair, Deceptive, Fraudulent, Misleading, and False Towards All Class Members and Utilities Subclass Members.

A. All Class Members

61. Defendants' practice of representing to Class members a lower monthly apartment rental cost than the actual rental cost by failing to properly disclose nonoptional fees in advertisements and on the first page of the lease agreement is discussed in detail above and constitutes conduct that is unfair, deceptive, fraudulent, and misleading towards all Class members.

62. Defendants additionally engage in unfair, deceptive, fraudulent, and misleading conduct towards all Class members by:

- a. Hiding the true cost of rent from Class members by only disclosing nonoptional fees *after* collecting a nonrefundable Application Fee of \$50 per prospective tenant and an Administrative Fee of \$150 per unit. And for some Class members who Defendants initially rejected, continuing to fail to disclose the true cost of rent until after those Class members have paid a fee equal to approximately one month's base rent plus additional charges to a third-party company called "OneApp, Inc." to help them secure approval. In short, Defendants deceive Class members causing them to spend money before the true price of rent is disclosed, and

causing further harm because Class members are then committed to the lease based on misinformation about the total cost of rent.

- b. The Security Deposit Alternative Fee is a nonrefundable “junk” fee that Defendants charge Class members despite deceptively advertising a \$0 security deposit. The security deposit alternative allows Defendants to seek payment from a third-party company to cover unit damage, and upon information and belief, allows the third-party company to seek reimbursement for that damage from the Class member, providing no benefit to the Class member for payments made and subverting Class member rights under Minn. Stat. § 504B.178, subd. 3(a).
- c. The Landlord Damage Waiver Fee is a “junk” fee, purporting to provide two benefits to Class members. In the first part, Defendants purport the fee provides a benefit to Class members in the event of loss or damage from *Defendants’* acts or omissions, after Class members pay a deductible amount, even though Defendants are already responsible for such loss or damages. In the second part, Defendants purport the fee waives Class members’ liability for damage to Defendants’ property, in effect insuring Defendants *against* Class members, despite already charging Class members Security Deposit Alternative Fees to cover damage and some Class members already having paid a third-party company to cover damage. The fee does not provide Class members with renter’s insurance

and, upon information and belief, functions primarily as an additional revenue stream to enrich Defendants.

- d. The Pest Control Fee is a “junk” fee, which Defendants charge all Class members that purports to provide the benefit of pest control, but is actually a cost that is Defendants’ responsibility for keeping the property in reasonable repair. *See* Minn. Stat. § 504B.161, subd. 1(a)(2). Defendants then fail to provide adequate pest control services, despite charging a monthly Pest Control Fee.
- e. Defendants advertise a “controlled access” apartment complex, but do not maintain consistently working locks to exterior entrances.

B. Utilities Subclass Members

63. Defendants engage in conduct that is unfair, deceptive, fraudulent, and misleading towards all Utilities Subclass members by:

- a. Misleading Utilities Subclass members by charging a nonoptional Elect Gas Recovery Fee for common area electric and gas when it is Defendants’ statutory responsibility to bear those costs; and
- b. Misleading Utilities Subclass members by charging Sewer Variable Fees and Water Variable Fees for, upon information and belief, common area water and sewer and/or administrative charges, when it is Defendants’ statutory responsibility to bear those costs.

64. Defendants willfully engage in these deceptive practices against all Class and Subclass members because Defendants are aware of the true undisclosed cost of renting a

residential unit, deceptive fees it charges and/or shifts to tenants, and the lack of pest control and controlled building access.

ADDITIONAL FACTS RELATED TO PLAINTIFF MILLER

65. Defendants violated Plaintiff Miller's rights and harmed her through all the conduct described above, which is incorporated herein by reference.

66. In approximately April 2025, Plaintiff Miller accessed Defendants' advertisements for apartments at Glen at Burnsville on ForRent.com and Apartments.com, where Defendants advertised the residential unit she ultimately rented at a starting rental price of \$1,091 and a zero-dollar security deposit; there was no description of any nonoptional fees in the total amount advertised for rent.

67. When Plaintiff Miller accessed Defendants' Glen at Burnsville website to apply through the application portal, the lowest price advertised for the same floor plan increased to \$1,132 per month. Plaintiff Miller applied for the residential unit reflected at this price.

68. To apply for a residential unit, Defendants' application portal requires all prospective tenants to create an account, provide identity verification information, and submit a nonrefundable \$50 application fee per prospective tenant and \$150 administrative fee per residential unit. Plaintiff Miller applied and paid Defendants \$100 for application fees (\$50 for herself and \$50 for her adult daughter who would be living with her) and the \$150 administrative fee.

69. On April 9, 2025, Plaintiff Miller received an email informing her that Defendants denied her application, but she did not receive a refund of the application and administrative fees she paid.

70. Following Defendants' denial, Plaintiff Miller received an email from a third-party company called OneApp, Inc., that represented to her that she could turn Defendants' denial into an approval by signing "OneApp's Qualification Approval" agreement for a nonrefundable charge equal to approximately one month of rent, plus additional fees, which together totaled \$1,228.79.

71. Upon information and belief, Defendants provided OneApp, Inc. with Plaintiff Miller's contact information so OneApp could advertise the OneApp Qualification Approval agreement to her.

72. The OneApp Qualification Approval agreement provides that if a tenant defaults on rent obligations or there is property damage, the landlord may be eligible to recover from OneApp, Inc. reimbursement for lost rent, legal fees, and property damage up to a maximum of three times the base lease rate.

73. But the OneApp Qualification Approval agreement also allows One App, Inc. to seek reimbursement from the tenant for the same amount OneApp, Inc. reimbursed to the landlord.

74. In short, the OneApp Qualification Approval agreement does not insulate a tenant, but rather, makes them responsible for reimbursing OneApp. Inc. for amounts it pays Defendants.

75. After losing \$250 in administrative and application fees to Defendants, and needing an apartment for herself and her daughter, Plaintiff Miller paid an additional \$1,228.79 to OneApp, Inc. to attempt to get approved to rent a unit at Glen at Burnsville.

76. Subsequently, on May 14, 2025, Defendants approved Plaintiff Miller's rental application, and for the first time provided Plaintiff Miller with access to the lease agreement and other documentation for the Glen at Burnsville unit. The lease is attached as **Exhibit 1**.

77. Defendants use a standard form lease agreement with all Class members. Class members, including Plaintiff Miller, cannot negotiate the terms of the lease agreement. Instead, it is a "take it or leave it" agreement.

78. The nonoptional fees Defendants would and do charge Plaintiff Miller were not described or listed on the first page of the lease agreement as required by law but were instead spread over 20 pages of lease addenda.

79. On May 28, 2025, after already having paid over \$1,400 in nonrefundable fees to Defendants and OneApp, Inc., Plaintiff Miller signed the lease agreement for the Glen at Burnsville unit for a lease period of June 5, 2025 through September 4, 2026.

80. At the beginning of her lease, Plaintiff Miller paid Defendants a nonoptional Activation Fee of \$15 to set up billing for utilities.

81. During her lease, in addition to her base rent, Plaintiff Miller has paid Defendants the following nonoptional monthly fees: Landlord Damage Waiver Fee, Security Deposit Alternative Fee, Pest Control Fee, Utility Administrative Fee, Elect Gas Recovery Fee, Water Base Fee, Water Variable Fee, Sewer Base Fee, Sewer Variable Fee,

Stormwater Fee, and Trash Fee. Additionally, Plaintiff Miller has paid the nonoptional Electric Charge directly to the utility provider each month. (*See, e.g.*, Plaintiff Miller's residential ledger attached as **Exhibit 2**.)

82. While living at Glen at Burnsville, Plaintiff Miller repeatedly reported to Defendants problems with pest infestations, including cockroaches and mice, within her unit and the apartment complex, yet the problems persisted.

83. Plaintiff Miller has also reported to Defendants safety and habitability concerns over Defendants' failure to maintain working locks on the exterior entrances, yet the problem persisted.

ADDITIONAL FACTS RELATED TO PLAINTIFF MCCOY

84. Defendants violated Plaintiff McCoy's rights and harmed her through all the conduct described above, which is incorporated herein by reference.

85. In approximately November 2023, Plaintiff McCoy accessed Defendants' advertisements for apartments at Glen at Burnsville on Apartments.com and applied for a unit based on an advertised price of \$799 per month. She does not recall the advertisements disclosing any additional fees she would be required to pay.

86. To apply for a residential unit, Defendants' application portal requires all prospective tenants to create an account, provide identity verification information, and submit a nonrefundable \$50 application fee per prospective tenant and \$150 administrative fee per residential unit. Plaintiff McCoy applied and paid Defendants \$50 for application fees and the \$150 administrative fee.

87. Following her payment of \$200 in application and administrative fees, Defendants approved Plaintiff McCoy's rental application, and for the first time provided Plaintiff McCoy with access to the lease agreement and other documentation for the Glen at Burnsville unit.

88. Defendants use a standard form lease agreement with all Class members. Class members, including Plaintiff McCoy, cannot negotiate the terms of the lease agreement. Instead, it is a "take it or leave it" agreement.

89. In November 2023, after already having paid \$200 in fees to Defendants, Plaintiff McCoy signed the lease agreement for the Glen at Burnsville unit for a lease period of December 5, 2023 through December 4, 2024.

90. Plaintiff McCoy continued to reside at Glen at Burnsville as a month-to-month tenant from December 5, 2024 through July 2, 2025.

91. Plaintiff McCoy entered into two, subsequent twelve-month leases with Defendants, including a lease from July 2, 2025 through July 1, 2026 and a lease from August 13, 2026 through August 12, 2027.

92. All nonoptional fees Defendants would and do charge Plaintiff McCoy were not described or listed on the first page of the December 2023 or July 2025 lease agreement as required by law but were instead spread over 20 pages of lease addenda.

93. For the August 2026 lease agreement, the only nonoptional fees Defendants would and do charge Plaintiff McCoy that were listed on the first page were the Pest Control Fee and Landlord Damage Waiver Fee. The first page of that lease stated that "Utilities" vary per month and does not define utilities.

94. At the beginning of her first lease in December 2023, Plaintiff McCoy paid Defendants a nonoptional Activation Fee of \$15 to set up billing for utilities.

95. During her lease, in addition to her base rent, Plaintiff McCoy has paid Defendants the following nonoptional monthly fees: Landlord Damage Waiver Fee, Pest Control Fee, Utility Administrative Fee, Elect Gas Recovery Fee, Water Base Fee, Water Variable Fee, Sewer Base Fee, Sewer Variable Fee, Stormwater Fee, and Trash Fee. Additionally, Plaintiff McCoy has paid the nonoptional Electric Charge directly to the utility provider each month.

96. While living at Glen at Burnsville, Plaintiff McCoy has repeatedly reported to Defendants problems with pest infestations, including cockroaches, within her unit and the apartment complex, yet the problems continue to persist.

97. Plaintiff McCoy has also reported to Defendants safety and habitability concerns over Defendants' failure to maintain working locks on the exterior entrances, yet the problem continues to persist.

ADDITIONAL FACTS RELATED TO PLAINTIFF HOWARD

98. Defendants violated Plaintiff Howard's rights and harmed her through all the conduct described above, which is incorporated herein by reference.

99. In approximately February 2026, Plaintiff Howard accessed Defendants' advertisements for apartments at Glen at Burnsville on Apartments.com, where Defendants advertised the residential unit she ultimately rented at a starting rental price of \$1,228 and a zero-dollar security deposit; there was no description of any nonoptional fees in the total amount advertised for rent.

100. When Plaintiff Howard accessed Defendants' Glen at Burnsville website to apply through the application portal, the same price of \$1,228 was advertised. Plaintiff Howard applied for the residential unit reflected at this price.

101. To apply for a residential unit, Defendants' application portal requires all prospective tenants to create an account, provide identity verification information, and submit a nonrefundable \$50 application fee per prospective tenant and \$150 administrative fee per residential unit. Plaintiff Howard applied and paid Defendants \$50 for application fees and the \$150 administrative fee.

102. Following her payment of \$200 in application and administrative fees, Defendants approved Plaintiff Howard's rental application, and for the first time provided Plaintiff Howard with access to the lease agreement and other documentation for the Glen at Burnsville unit.

103. Defendants use a standard form lease agreement with all Class members. Class members, including Plaintiff Howard, cannot negotiate the terms of the lease agreement. Instead, it is a "take it or leave it" agreement.

104. The nonoptional fees Defendants would and do charge Plaintiff Howard were not described or listed on the first page of the lease agreement as required by law but were instead spread over 20 pages of lease addenda.

105. In April 2026, after already having paid \$200 in fees to Defendants, Plaintiff Howard signed the lease agreement for the Glen at Burnsville unit for a lease period of April 10, 2026 through April 9, 2027.

106. Near the beginning of her lease, in June 2026, Plaintiff Howard paid Defendants a nonoptional Activation Fee of \$15 to set up billing for utilities.

107. During her lease, in addition to her base rent, Plaintiff Howard has paid Defendants the following nonoptional monthly fees: Landlord Damage Waiver Fee, Security Deposit Alternative Fee, Pest Control Fee, Utility Administrative Fee, Elect Gas Recovery Fee, Water Base Fee, Water Variable Fee, Sewer Base Fee, Sewer Variable Fee, Stormwater Fee, and Trash Fee. Additionally, Plaintiff Howard has paid the nonoptional Electric Charge directly to the utility provider each month.

108. While living at Glen at Burnsville, Plaintiff Howard has repeatedly reported to Defendants problems with pest infestations, including cockroaches, within her unit and the apartment complex, yet the problems continue to persist.

CAUSES OF ACTION

COUNT I

VIOLATION OF THE PROHIBITED FEES STATUTE, MINN. STAT. § 504B.120

On behalf of all Plaintiffs and the Prohibited Fees Subclass against all Defendants

109. Plaintiffs, individually and on behalf of the Prohibited Fees Subclass, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

110. Plaintiffs and members of the Prohibited Fees Subclass are current and former residential tenants of Defendants within the meaning of Minn. Stat. § 504B.001,

subd. 12.

111. Defendants are or were the landlords, within the meaning of Minn. Stat. § 504B.001, subd. 7, for Plaintiffs and the Prohibited Fees Subclass.

112. Minn. Stat. § 504B.120, subd. 1, (effective January 1, 2024), states:

A landlord must disclose all nonoptional fees in the lease agreement. The sum total of rent and all nonoptional fees must be described as the Total Monthly Payment and be listed on the first page of the lease. A unit advertised for a residential tenancy must disclose the nonoptional fees included with the total amount for rent in any advertisement or posting. In a lease agreement disclosure or unit advertisement, the landlord must disclose whether utilities are included or not included in the rent.

113. Defendants violated Minn. Stat. § 504B.120 by failing to (1) describe the sum total of rent and all nonoptional fees as the Total Monthly Payment on the first page of the lease, (2) disclose the nonoptional fees included with the total amount for rent in any advertisement or posting, and (3) disclose whether utilities are included or not in the rent in unit advertisements.

114. Defendants' conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minn. Stat. § 504B.120.

115. Plaintiffs, on behalf of themselves and the Prohibited Fees Subclass, seek damages including but not limited to an amount equal to nonoptional fees paid, trebling, attorneys' fees and costs, interest, all other relief allowed pursuant to Minn. Stat. § 8.31, subd. 3a, and any relief that this Court deems just and appropriate.

COUNT II
BREACH OF CONTRACT/BREACH OF COVENANTS OF LANDLORD
MINN. STAT. § 504B.161

*On behalf of all Plaintiffs, the Class, the Utilities Subclass, and Injunctive Relief Class
against all Defendants*

116. Plaintiffs, individually and on behalf of the Class, the Utilities Subclass, and the Injunctive Relief Class, re-allege and incorporate by reference the above paragraphs as if fully set forth herein.

117. Defendants are or were the landlords to Plaintiffs and the Class members within the meaning of Minn. Stat. § 504B.001, subd. 7.

118. Plaintiffs and Class members all are or were “residential tenants” within the meaning of Minn. Stat. § 504B.001, subd. 12.

119. Minn. Stat. § 504B.161, subd. 1(a), establishes several covenants, known as the covenants of habitability, which are implied in every residential lease.

120. Minn. Stat. § 504B.161, subd. 1(a), states, in relevant part, that “in every lease or license of residential premises, the landlord or licensor covenants:”

(1) that the premises and all common areas are fit for the use intended by the parties;

(2) to keep the premises and all common areas in reasonable repair during the term of the lease or license, including services and conditions listed in section 504B.381, subdivision 1, and extermination of insects, rodents, vermin, or other pests on the premises, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee;

(4) to maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government, including ordinances regulating

rental licensing, where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee[.]

121. Minn. Stat. § 504B.161, subd. 1(b), states that parties to a lease “may not waive or modify the covenants imposed by this section.”

122. Defendants’ conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minn. Stat. § 504B.161, subd. 1(a) and (b).

123. With respect to **Plaintiffs and all Class members**, Defendants failed to keep premises and common areas fit for intended use, reasonable repair, and/or in compliance with health and safety laws and ordinances by:

- a. not maintaining “controlled access” buildings;
- b. permitting insect and rodent infestations to persist; and
- c. shifting the cost for pest control from Defendants to Plaintiffs and the Class.

124. With respect to **Plaintiffs and all Utilities Subclass members**, Defendants violated and continue to violate Minn. Stat. § 504B.161, breaching the covenants of habitability, by shifting the cost for common area electric and gas, and upon information and belief, common area water and sewer, from Defendants to Plaintiffs and the Utilities Subclass. *See* Minn. Stat. § 504B.161, subd. 1(a) and (b); *see also* Minn. Stat. § 504B.216, subd. 16.

125. Defendants' violations constitute a breach of contract for Plaintiffs, the Class, the Utilities Subclass because the covenants outlined in Minn. Stat. § 504B.161 are implied in every residential lease.

126. Plaintiffs and the Class, Utilities Subclass, and Injunctive Relief Class have been damaged and continue to be damaged by Defendants' breaches of the covenants of habitability.

127. Plaintiffs, on behalf of themselves and the Class and Utilities Subclass, seek damages, rent abatement, attorneys' fees and costs, interest, all other relief allowed pursuant to Minn. Stat. § 8.31, subd. 3a, and any relief that this Court deems just and appropriate.

128. Plaintiff Howard and Plaintiff McCoy, on behalf of themselves and the Injunctive Relief Class, additionally seek injunctive relief enjoining Defendants from continuing the unlawful practices alleged and ordering compliance with applicable health, safety, and housing laws.

COUNT III

MINNESOTA CONSUMER FRAUD ACT,

MINN. STAT. § 325F.68, et seq.

On behalf of all Plaintiffs, the Class, the Utilities Subclass, and the Injunctive Relief Class against all Defendants

129. Plaintiffs, individually and on behalf of the Class, the Utilities Subclass, and the Injunctive Relief Class, re-allege and incorporate by reference the above paragraphs as if fully set forth herein.

130. The Minnesota Consumer Fraud Act provides:

The act, use, or employment by any person of any fraud, unfair or

unconscionable practice, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined as provided in section 325F.70.

Minn. Stat. § 325F.69, subd. 1.

131. The term “merchandise,” means “objects, wares, goods, commodities, intangibles, real estate, loans, or services.” Minn. Stat. § 325F.68, subd. 2.

132. Plaintiffs and Class members are all “consumers” within the meaning of the Minnesota Consumer Fraud Act because they are all natural persons. Minn. Stat. § 325F.70, subd. 3(b)(1).

133. “[A]n unfair method of competition or an unfair or unconscionable act or practice is any method of competition, act, or practice that: (1) offends public policy as established by the statutes, rules, or common law of Minnesota; (2) is unethical, oppressive, or unscrupulous; or (3) is substantially injurious to consumers.” Minn. Stat. § 325F.69, subd. 8.

134. As described in this Complaint, Defendants have repeatedly violated Minn. Stat. § 325F.69, subd. 1, by engaging in unfair practices, fraud, false pretenses, false promises, misrepresentation, misleading statements, and deceptive practices, with the intent that others rely thereon related to Defendants’ rental of residential property at Glen at Burnsville.

135. As described in this Complaint, Defendants’ actions offend public policy as established to statutes, rules, or common law of Minnesota, are unethical, oppressive, or

unscrupulous, and/or are substantially injurious to residential tenants.

136. Defendants engaged in fraud through misleading and deceptive practices towards **Plaintiffs and all Class members** by:

- a. Representing to Plaintiffs and all Class members a lower monthly apartment rental cost than the actual rental cost by failing to properly disclose nonoptional fees in advertisements and on the first page of the lease agreement;
- b. Hiding the true cost of rent from Plaintiffs and all Class members by only disclosing nonoptional fees after Defendants have taken from Plaintiffs and all Class members the application and administrative fees, and, in some cases, after Plaintiff Miller and some Class members paid a fee to OneApp, Inc. to secure Defendants' approval to rent;
- c. Representing to Plaintiff Miller and Plaintiff Howard and Class members that they are receiving a benefit of not having to pay a security deposit but failing to describe and/or disclose that Defendants charge Class members a nonoptional Security Deposit Alternative Fee that benefits Defendants and potentially provides Defendants duplicative relief, while stripping Class members of statutory security deposit protections;
- d. Representing to Plaintiffs and all Class members that they are receiving an additional benefit by paying a Landlord Damages Waiver Fee when the fee primarily benefits Defendants and provides Defendants with potentially duplicative relief;

- e. Charging Plaintiffs and all Class members nonoptional Pest Control Fees that are junk fees because they provide no benefit to Class members beyond the covenants of habitability Defendants are already statutorily required to meet; and
- f. Advertising controlled-access buildings and then not maintaining controlled access to the buildings.

137. Defendants engaged in fraud through unfair, misleading, and deceptive practices towards **Plaintiffs and all Utilities Subclass members** by:

- a. Misleading Plaintiffs and all Utilities Subclass members by charging a nonoptional Elect Gas Recovery Fee for common area electric and gas when it is Defendants' statutory responsibility to bear that cost; and
- b. Misleading Plaintiffs and all Utilities Subclass members by charging Sewer Variable Fees and Water Variable Fees for, upon information and belief, common area water and sewer and/or administrative charges, when it is Defendants' statutory responsibility to bear that cost.

138. Defendants' conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minn. Stat. § 325F.69 and each causes a separate economic harm and injury to Plaintiffs and the Class and the Utilities Subclass.

139. Plaintiffs, on behalf of themselves and the Class and Utilities Subclass, seek damages, including but not limited to an amount equal to nonoptional fees paid, rent abatement, disbursements, attorneys' fees and costs, interest and all other relief allowed

pursuant to Minn. Stat. § 8.31, subd. 3a, and any other equitable relief that this Court deems just and appropriate pursuant to Minn. Stat. § 325F.70, subd. 3.

140. Plaintiff McCoy and Plaintiff Howard, on behalf of themselves and the proposed Injunctive Relief Class, additionally seek injunctive relief enjoining Defendants from continuing the unlawful practices described which violate the Minnesota Consumer Fraud Act.

**COUNT IV
DECEPTIVE TRADE PRACTICES ACT,
MINN. STAT. § 325D.43, et seq.**

*On behalf of Plaintiff McCoy, Plaintiff Howard, and the Injunctive Relief Class against
all Defendants*

141. Plaintiff McCoy and Plaintiff Howard, individually and on behalf of the Injunctive Relief Class, re-allege and incorporate by reference the above paragraphs as if fully set forth herein.

142. The Minnesota Deceptive Trade Practices Act provides, for example, that:

A person engages in deceptive trade practice when, in the course of business, vocation or occupation, the person:

(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

(5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;

(7) represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

(9) advertises goods or services with intent not to sell them as advertised;

(13) engages in (i) unfair methods of competition, or (ii) unfair or unconscionable acts or practices; or

(14) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

Minn. Stat. § 325D.44, subd. 1.

143. Defendants repeatedly violated Minn. Stat. § 325D.44, subd. 1, by engaging in unfair, misleading, and deceptive conduct described in this Complaint with respect to the rental of residential apartments at Glen at Burnsville.

144. Defendants' misleading and deceptive acts towards **Plaintiffs and all Class members** include:

- a. Representing to Plaintiffs and all Class members a lower monthly apartment rental cost than the actual rental cost by failing to properly disclose nonoptional fees in advertisements and on the first page of the lease agreement;
- b. Hiding the true cost of rent from Plaintiffs and all Class members by only disclosing nonoptional fees after Defendants have taken from Plaintiffs

and all Class members the application and administrative fees, and, in some cases, after Plaintiff Miller and some Class members paid a fee to OneApp, Inc. to secure Defendants' approval to rent;

- c. Representing to Plaintiff Miller and Plaintiff Howard and Class members that they are receiving a benefit of not having to pay a security deposit but failing to describe and/or disclose that Defendants charge Class members a nonoptional Security Deposit Alternative Fee that benefits Defendants and potentially provides Defendants duplicative relief while stripping Class members of statutory security deposit protections;
- d. Representing to Plaintiffs and all Class members that they are receiving an additional benefit by paying a Landlord Damages Waiver Fee when the fee primarily benefits Defendants and provides Defendants with potentially duplicative relief;
- e. Charging Plaintiffs and all Class members nonoptional Pest Control Fees that are junk fees because they provide no benefit to Class members beyond the covenants of habitability Defendants are already statutorily required to meet; and
- f. Advertising controlled-access buildings and then not maintaining controlled access to the buildings.

145. Defendants' misleading and deceptive acts towards **Plaintiffs and all**

Utilities Subclass members include:

- a. Misleading Plaintiffs and all Utilities Subclass members by charging a nonoptional Elect Gas Recovery Fee for common area electric and gas when it is Defendants' statutory responsibility to bear that cost; and
- b. Misleading Plaintiffs and all Utilities Subclass members by charging Sewer Variable Fees and Water Variable Fees for, upon information and belief, common area water and sewer and/or administrative charges, when it is Defendants' statutory responsibility to bear that cost.

146. In addition, Minn. Stat. § 325D.44, subd. 1a provides:

A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person advertises, displays, or offers a price for goods or services that does not include all mandatory fees or surcharges. If the person that disseminates an advertisement is independent of the advertiser, the person is not liable for the content of the advertisement.

147. Defendants' practice of advertising the cost to rent a residential apartment that does not include all mandatory fees and surcharges that Defendants require that a consumer pay to rent an apartment also violates Minn. Stat. § 325D.44, subd. 1a.

148. A reasonable person would expect that Defendants advertise and offer the true cost to rent an apartment and are not concealing nonoptional fees that raise the cost of rent and are not reasonably avoidable by the consumer.

149. Defendants violated Minn. Stat. § 325D.44, subd. 1a(a) by advertising and offering the price of renting an apartment that does not include that Defendants charge additional nonoptional fees to rent an apartment.

150. Defendants' ongoing conduct, practices, and actions described in this Complaint constitute multiple separate knowing and willful violations of Minn. Stat. § 325D.44.

151. Plaintiffs, the Class, and the Utilities Subclass have been injured by Defendants' unlawful actions. As current tenants, Plaintiff Howard, Plaintiff McCoy, and the Injunctive Relief Class continue to be harmed by Defendants continuing to engage in these unlawful actions.

152. Plaintiff Howard and Plaintiff McCoy, on behalf of themselves and the Injunctive Relief Class, seek injunctive relief, attorneys' fees and costs, interest and all other relief allowed pursuant to Minn. Stats. §§ 8.31, subd. 3a; 325D.45, and any relief that this Court deems just and appropriate.

COUNT V
UNJUST ENRICHMENT

On behalf of all Plaintiffs, the Class, and the Utilities Subclass against all Defendants

153. Plaintiffs, individually and on behalf of the Class, and the Utilities Subclass, re-allege and incorporate by reference the above paragraphs as if fully set forth herein.

154. Defendants receive an impermissible and unearned financial gain by charging Plaintiffs and the Class unlawful and excessive fees and receiving payment from Plaintiffs and the Class for those unlawful and excessive fees.

155. Defendants are unjustly enriched with respect to Plaintiffs and all **Class members** by:

- a. Hiding the true cost of rent from Plaintiffs and all Class members by only disclosing nonoptional fees after Defendants have taken from Plaintiffs

and all Class members the application and administrative fees, and, in some cases, after Plaintiff Miller and some Class members paid a fee to OneApp, Inc. to secure Defendants' approval to rent;

- b. Representing to Plaintiff Miller and Plaintiff Howard, and Class members that they are receiving a benefit of not having to pay a security deposit but failing to describe and/or disclose that Defendants charge Class members a nonoptional Security Deposit Alternative Fee that benefits Defendants and potentially provides Defendants duplicative relief while stripping Class members of statutory security deposit protections;
- c. Representing to Plaintiffs and all Class members that they are receiving an additional benefit by paying a Landlord Damages Waiver Fee when the fee primarily benefits Defendants and provides Defendants with potentially duplicative relief;
- d. Charging Plaintiffs and all Class members nonoptional Pest Control Fees that are junk fees because they provide no benefit to Class members beyond the covenants of habitability Defendants are already statutorily required to meet; and
- e. Advertising controlled-access buildings and then not maintaining controlled access to the buildings.

156. Defendants are unjustly enriched with respect to Plaintiffs and all **Utilities**

Subclass members by:

- a. Misleading Plaintiffs and all Utilities Subclass members by charging a nonoptional Elect Gas Recovery Fee for common area electric and gas when it is Defendants' statutory responsibility to bear that cost; and
- b. Misleading Plaintiffs and all Utilities Subclass members by charging Sewer Variable Fees and Water Variable Fees for, upon information and belief, common area water and sewer and/or administrative charges, when it is Defendants' statutory responsibility to bear that cost.

157. Defendants' actions and omissions are unjust and provide Defendants with an impermissible financial gain. It would be inequitable for Defendants to retain profits, benefits, and other compensation from the practices alleged herein for Plaintiffs, Class members, and Utilities Subclass members.

158. Plaintiffs, on behalf of themselves and the Class and Utilities Subclass, seek damages, including but not limited to an amount equal to nonoptional fees paid, rent abatement, attorneys' fees and costs, interest and all other relief allowed pursuant to Minn. Stat. § 8.31, subd. 3a, and any relief that this Court deems just and appropriate.

JURY DEMAND

159. Plaintiffs, on behalf of themselves, the Class, Injunctive Relief Class, and Subclasses, request a jury trial.

PRAYER FOR RELIEF

Wherefore, Plaintiffs, individually and on behalf of the Class, Injunctive Relief Class, and Subclasses, pray for the following relief:

- A. Certification of the Class, Injunctive Relief Class, and Subclasses pursuant

to Minnesota Rule of Civil Procedure 23;

- B. Appointment of Plaintiff Miller, Plaintiff McCoy, and Plaintiff Howard as Class Representatives for the Class and Subclasses;
- C. Appointment of Plaintiff McCoy and Plaintiff Howard as Class Representatives for the Injunctive Relief Class;
- D. Appointment of Nichols Kaster, PLLP as counsel for the Class, Injunctive Relief Class, and Subclasses;
- E. A finding that Defendants violated each of the laws that form the basis of the causes of action asserted;
- F. Monetary damages, rent abatement, treble damages, attorneys' fees and costs, and interest;
- G. A permanent injunction enjoining Defendants from continuing the unlawful, unjust, unfair, and deceptive acts and practices described;
- H. An injunction ordering Defendants to perform all necessary repairs and maintenance to comply with covenants of habitability and health and safety laws; and
- I. Such other relief that the Court deems just and equitable.

Dated: September 14, 2026

NICHOLS KASTER, PLLP

s/Alexandra M. Robinson

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ATTORNEYS FOR PLAINTIFFS

**ACKNOWLEDGMENT REQUIRED BY
MINN. STAT. § 549.211**

I hereby acknowledge that, pursuant to Minn. Stat. § 549.211, costs, disbursements, and reasonable attorney and witness fees may be awarded to the opposing party or parties in this litigation if the Court should find I acted in bad faith, asserted a claim or defense that is frivolous and that is costly to the other party, asserted an unfounded position solely to delay the ordinary course of the proceedings, or to harass, or committed a fraud upon, the Court.

Dated: September 14, 2026

s/Alexandra M. Robinson

MINNESOTA
JUDICIAL
BRANCH

EXHIBIT 1

MINNESOTA
JUDICIAL
BRANCH



Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

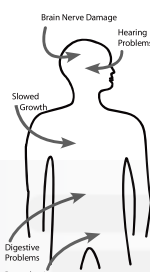
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

3

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

4

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

5

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior window sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

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Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

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Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery** or **porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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For More Information**The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

**U. S. Environmental Protection Agency (EPA)
Regional Offices**

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17.1)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-CP4)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

**U. S. Department of Housing and Urban
Development (HUD)**

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!**Lead From Paint, Dust, and Soil in and
Around Your Home Can Be Dangerous if
Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

(c) LM SM Lessee has received copies of all information listed above.

(d) LM SM Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial)

(e) VD Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

PRCP-Minnesota I, LLC, 13150 Harriet Ave South #D190

Apartment Name & unit number OR street address of dwelling		Burnsville	
City			
<u>Ladonna Miller</u>	<u>05/14/2025</u>		
Lessee (Resident)	Date	Lessee (Resident)	Date
<u>Saniya Miller</u>	<u>06/05/2025</u>		
Lessee (Resident)	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date

PRCP-Minnesota I, LLC

Lessor (Owner)

Vincent Davalos

Agent

06/05/2025

Date

APARTMENT LEASE CONTRACT



Date of Lease Contract: May 14, 2025
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):

LaQuesa Tikela Miller, Saniya Miller

and us the owner: PRCP-Minnesota I, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. at D190, 13150
Harriet Ave South

(street address) in Burnsville (city), Minnesota, 55337-2695 (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The person authorized to manage the apartment is:

Priderock Capital Management

Name

13000 Harriet Ave South

Street Address

Burnsville, MN 55337

City, State, Zip Code

The owner or agent authorized to accept service of process and receive and give receipts for notices is:

Priderock Capital Management

Name

13000 Harriet Ave South

Street Address

Burnsville, MN 55337

City, State, Zip Code

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the 5th day of June, 2025, and ends at 11:59 pm the 4th day of September, 2026. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 50 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required. At least 15 days before this lease automatically renews, we will send you notice of automatic renewal as required by statute.

4. RENT AND CHARGES. Unless the parties agree in writing otherwise, you will pay \$ 1132.00 per month for rent, payable in advance and without demand:

☒ at the on-site manager's office, or

☒ at our online payment site, or

☒ at www.glenatburnsvilleapts.com

Disclosure is also made that you will be responsible for payment of the following non-optional fees:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

As such, the Total Monthly Payment will be \$ _____.

Prorated rent of \$ 981.07 is due for the remainder of [check one]: ☒ 1st month or ☐ 2nd month, on June 5, 2025. Any additional expenses attributable to the online payment of rent will be disclosed to you by us.

If the lease term ends on a date before the last day of the final month, the amount of rent to be paid for the final month owed will be prorated at the average daily rate for that month.

Prorated rent of \$ _____ is due for the remainder of last month, if applicable, on _____.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. Unless authorized by Minnesota law, you agree that rent will not be offset or withheld. We may, at our option, and upon advance notice to you, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 5th day of the month, you'll pay a late charge. Your late charge will be (check one): ☐ a flat rate of \$ 90.56 or ☒ 8 % of your total rent due. The total amount of your late charges shall not exceed eight percent (8%) of your monthly rent payment. You'll also pay a charge of \$ 30.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

5. SECURITY DEPOSIT. Unless the parties otherwise agree in a separate addendum document, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 0.00, due on or before the date this Lease Contract is signed.

In compliance with Minnesota law, your security deposit will bear simple interest. Interest will be included as part of the security deposit. Within 21 days after termination of your residency and receipt of your mailing address or written delivery instructions, we will return the deposit to you, with interest, or furnish to you a written statement specifying the reasons for the withholding of the deposit or any portion thereof. You may not withhold payment of any portion of any rent on the grounds that the security deposit should serve as payment of the rent.

6. **KEYS.** You will be provided 2 apartment key(s), 1 mailbox key(s), _____ FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

7. **UTILITIES.** We'll pay for the following items, if checked:
- | | | | |
|--------------------------------------|--------------------------------|--------------------------------------|---|
| ☐ water | ☐ gas | ☐ electricity | ☐ master antenna |
| ☐ wastewater | ☐ trash | ☐ cable TV | |
| ☐ other _____ | | | |

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are sub-metered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Notice is hereby given that the following utility will be issued on the following schedule:

Water: _____
 Gas: _____
 Electricity: _____
 Master Antenna: _____
 Wastewater: _____
 Trash: _____
 Cable TV: _____
 Other: _____

Pursuant to Minnesota Statute 504B.216, Subd. 5c. upon your request, we shall provide a copy of the current actual natural gas or water and sewer utility bill from the utility provider that is being apportioned and a copy of past natural gas or water and sewer utility bills for which the tenant received an apportioned utility bill for the preceding two years or from the time the current landlord acquired the building, whichever is the most recent.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We ☐ require ☒ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are *[check one]* ☐ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements to devices arising from the willful, malicious, or irresponsible conduct by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See Additional Special Provisions

See any additional special provisions.

11. **EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of \$ 2264.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraph 50 (Move-Out Notice); or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-

service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **REIMBURSEMENT.** We agree to make the premises and all common areas fit for the use intended by the parties and to keep the premises in a reasonable repair during the term of this Lease Contract. However, you must promptly reimburse us for repairs due to the willful, malicious, or irresponsible conduct by you or your guests or occupants. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PROPERTY LEFT IN APARTMENT.** Under Minnesota law, we may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 55 (Deposit Return, Surrender, and Abandonment)). We will store and care for property removed under this section. We may sell or otherwise dispose of the property 28 days after you have abandoned the apartment, and we may apply the proceeds of such sale to the removal, care and storage costs and expenses according to state statute. You will be notified of the sale at least 14 days prior to the sale by personal service or written notice sent to your last known address by certified mail.

14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, and subject to our duty to re-rent the apartment at fair rental value, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 (Early Move-Out) and 34 (Default by Resident) apply to acceleration under this paragraph.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 50 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate your tenancy within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate your tenancy within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT. Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. We will only disclose information concerning you or your rental history if authorized by applicable law.

While You're Living in the Apartment

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. To the extent they are not inconsistent with this Lease Contract or Minnesota law, our rules are considered part of this Lease Contract. Upon advance notice and compliance with Minnesota law, we may make reasonable changes to the said written rules.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of the landlord (including our agents and employees) or other tenants and their guests in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or

- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 32 (Responsibilities of Owner), 44 (Right of Victims of Domestic Abuse to Terminate Tenancy), or 51 (Move-Out Procedures); or unless, upon your death, your personal representative gives statutory notice pursuant to paragraph 43 (Termination of Lease Upon Death of Resident), you or your heirs won't be released from this Lease Contract for any reason including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment or bad health.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors/Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or carbon monoxide detector, or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

26. CONDITION OF THE APARTMENT AND ALTERATIONS.

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Pursuant to Minnesota Statute Section 504B.113, Subd. 3, animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional

support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaving, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs we're allowed to recover under state statute) in enforcing animal restrictions and rules. We may remove an unauthorized animal by following the procedures of paragraph 34 (Default by Resident). If an animal has been abandoned we may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

If you are handicapped or disabled, you may be permitted under certain circumstances, to have pets allowed by state law.

29. WHEN WE MAY ENTER. We have the right to enter the apartment for reasonable business purposes after making a good faith effort to give you reasonable notice under the circumstances not less than 24 hours in advance (unless the tenant permits a shorter notice) of our intent to enter. We may enter the apartment without prior notice if we reasonably suspect that:

- (1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement;
- (2) immediate entry is necessary to determine your safety; or
- (3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the apartment. We must disclose the date, time and purpose of the said immediate emergency entry in writing, and such writing must be left in a conspicuous place.

For purposes of this paragraph, "reasonable business purposes" includes, without limitation:

- (1) showing the unit to prospective residential tenants during the notice period before your tenancy terminates or after you have given notice to move to us or our agent;
- (2) showing the apartment to a prospective buyer or to an insurance representative;
- (3) performing maintenance work;
- (4) allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes;
- (5) you are causing a disturbance within the apartment;
- (6) we have a reasonable belief that you are violating the Lease Contract within the apartment;
- (7) prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older;
- (8) we have a reasonable belief that the apartment is being occupied by an individual without a legal right to occupy it; or
- (9) you have vacated the apartment.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds and deduction itemizations of multiple residents will comply with paragraph 55 (Deposit Return, Surrender, and Abandonment).

Replacements

31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and

- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, you consent that your security deposit will automatically transfer to the replacement resident as of the date we approve and the departing resident will no longer have a right to occupancy.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. Pursuant to state law, we covenant:

- (a) that the apartment and all common areas are fit for the use intended by you and us;
- (b) to keep the apartment and all common areas in reasonable repair during the term of this Lease Contract, including services and conditions listed in section 504B.381, subdivision 1, and extermination of insects, rodents, vermin, or other pests on the premises, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of you or of a person under your direction or control;
- (c) to maintain the apartment and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government, including ordinances regulating rental licensing, where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of you or a person under your direction or control;
- (d) to make the premises and all common areas reasonably energy efficient by installing weatherstripping, caulking, storm windows and storm doors when such measure will result in energy procurement cost savings based on current and projected average residential energy costs in Minnesota,

that will exceed the cost of implementing that measure, including interest, amortized over the ten-year period following the incurring of the cost; and

- (e) to supply or furnish heat at a minimum temperature of 68 degrees Fahrenheit from October 1 through April 30, unless a utility company requires and instructs the heat to be reduced.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time not to exceed to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within 7 days; and
- (d) if repair hasn't been made within 7 days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

- 33. RESPONSIBILITIES OF RESIDENT.** You covenant that you shall:
- (a) not allow damage nor commit waste to the apartment or surrounding property;
 - (b) not allow waste of any utilities or services provided by us;
 - (c) make no alterations or additions to all or any part of the apartment;
 - (d) remove no fixtures from the apartment;
 - (e) not paint or wallpaper any part of the apartment without our prior written consent;
 - (f) keep the apartment in good, clean and sanitary condition;
 - (g) not unreasonably disturb the peace and quiet of others;
 - (h) not interfere, nor allow your guest or those under your direction or control to interfere, with the management of the apartment;
 - (i) use the apartment only as a private residence and not for any commercial or business purpose;
 - (j) not use the apartment in any way that is unlawful, illegal, or dangerous;
 - (k) not use the apartment in any way that would cause a cancellation, restriction or increase in premium of our insurance;
 - (l) not use or store in or near the apartment any inflammable or explosive substances in an unsafe manner;
 - (m) notify us in writing of any repairs to be made to the apartment;
 - (n) recycle or dispose of all trash in the outside containers provided for those purposes;
 - (o) provide us with your phone number within two (2) days after phone service is started or the phone number is changed; and
 - (p) promptly notify us of any conditions that might cause damage to the apartment or waste utilities or services provided by us.

34. DEFAULT BY RESIDENT.

Eviction. If you default, we may end your right of occupancy by bringing an action of unlawful detainer in accordance with Minnesota Statutes, Chapter 504B, to remove you and all property from the apartment, without prejudice to any other legal rights which we may assert under the terms and provisions hereof. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations.

We will make reasonable efforts to re-rent the apartment at a fair market value and adhere to Minn. Statute 504B.154. Except as indicated in Paragraph 11 (Early Move-Out) above, and provided we mitigate our damages, upon any default by you, we may accelerate the rent that will become due for the remainder of the term of this Lease Contract.

Lease Renewal When A Breach or Default Has Occurred.

In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

- 35. ENTIRE AGREEMENT.** Neither We nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

36. NO AUTHORITY TO AMEND UNLESS IN WRITING.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate your tenancy, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

- 37. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

- 38. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

39. MISCELLANEOUS.

- A. Time is of the essence in this Lease Contract.
- B. Exercising one remedy won't constitute an election or waiver of there remedies.
- C. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- D. All remedies are cumulative.
- E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- F. This Lease Contract binds subsequent owners.
- G. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- H. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- J. All lease obligations must be performed in the county where the apartment is located.
- K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

- 40. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Terms),

and we accept such written notice, then you are required to vacate the Premises and remove all of your personal property therefrom at the expiration of the Lease term without further notice or demand from us.

41. CONTACTING YOU.

By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

42. FORCE MAJEURE.

If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

43. TERMINATION OF LEASE UPON DEATH OR INFIRMITY OF RESIDENT.

Upon meeting the conditions of, and in compliance with, applicable Minnesota law, you are entitled to terminate your tenancy prior to its expiration date in the manner noted below, upon your death or infirmity or, if there is more than one resident, upon the death or infirmity of all residents under this Lease Contract. You or your personal representative may terminate your tenancy upon at least two (2) months' written notice, to be effective on the last day of a calendar month, and hand delivered or mailed by postage prepaid, first class United States mail, to the address of the other party. We may comply with the notice requirement of this subdivision by delivering or mailing the notice to the apartment formerly occupied by you. The termination of the Lease Contract under this section shall not relieve you or your estate from liability either for the payment of rent or other sums owed prior to or during the notice period, or for the payment of amounts necessary to restore the apartment to their condition at the commencement of the tenancy, ordinary wear and tear excepted.

44. RIGHT OF VICTIMS OF DOMESTIC ABUSE TO TERMINATE TENANCY. Pursuant to Minn. Statute § 504B.206, any tenant of a residential lease who is a victim of domestic abuse and fears imminent domestic abuse, such resident or the resident's minor children, if the resident's minor children remain in the leased premises, may terminate your tenancy without penalty or liability as provided in the statute. In order to exercise this right, you must provide advance written notice to us as provided in the statute. If you terminate your tenancy pursuant to this provision, you are responsible for the rent payment for the full month in which your tenancy terminates. The tenant shall forfeit the right to claim return of any portion of the security deposit and the tenant shall be relieved of any other contractual obligation for payment of rent or any other charges for the remaining term of the lease pursuant to state law. Except as provided in this Lease Contract, the tenancy shall continue with respect to any remaining tenants who wish to continue residing in the leased premises.

45. NOTICE REQUIRED BY MINNESOTA STATUTES, SECTIONS 504B.181, SUBD. 2(B). A copy of the Minnesota Attorney General's Office informational booklet on the landlord and tenant laws of Minnesota, which is required by Minnesota Statutes, Section 504B.275, is available from the Minnesota Attorney General's Office to you upon request.

46. NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES. You and us shall not unlawfully allow controlled substances on or about the apartment. The apartment shall not be used by you or persons under your control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with intent to sell, give away, barter, deliver, exchange or distribute a controlled substance in violation of any local, state or federal law. You and us shall not allow prostitution or prostitution-related activity as defined in Minn. Stat. Section 617.80, subd. 4, to occur on or about the apartment. You and us shall not allow the unlawful use or

possession of a firearm in violation of Minn. Stat. Section 609.66, subd. 1a, Section 609.67, or Section 624.713 on or about the apartment. You and us shall not allow stolen property or property obtained by robbery to occur on or about the apartment.

47. WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

48. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. The parties agree that partial payment of rent in arrears which is accepted by us prior to issuance of the order granting us possession of the premises may be applied to the balance due and does not waive our right to recover possession of the premises for nonpayment of rent.

49. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

50. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Terms). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under Relet; paragraph 11 (Early Move-Out), or paragraph 23 (Release of Resident), or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Terms), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

51. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 (Early Move-Out) and 34 (Default by Resident). You are not allowed to apply any security deposit to rent. You won't stay beyond the date you are supposed to move out.

52. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

53. MOVE-IN AND MOVE-OUT INSPECTIONS. Notice is hereby given that you are entitled to request an initial inspection and move-out inspection as required by state law. We will complete an initial inspection and move-out inspection at a mutually acceptable date and time when you request the same. You have the right to be present at all move-in and move-out inspections. You are encouraged to meet with our representative for a move-out

inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

54. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

Under Minnesota Law, we may withhold from the security deposit only amounts reasonably necessary to (1) remedy tenant defaults in the payment of rent or of other funds due to us under this lease or (2) to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. By way of example, the security deposit may be applied toward unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages such as stickers, scratches, tears, burns, stains, or unapproved holes to restore the condition of the premises; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 4 (Rent and Charges) and 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 6 (Keys) if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 34 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

55. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 21 days after surrender or abandonment, unless statutes provide otherwise.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 6 (Keys) have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture,

and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, and judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in the Apartment).

Severability, Originals and Attachments, and Signatures

56. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

57. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

Date form is filled out (same as on top of page 1)

05/14/2025

**You are legally bound by this document.
Read it carefully before signing.**

Resident or Residents (all sign below)

LaQuana Miller
Saniya Miller

Owner or Owner's Representative (signing on behalf of owner)

Vincent Davalos

Address and phone number of owner's representative for notice purposes

13000 Harriet Ave South

Burnsville, MN 55337

(952) 890-9123

Name and address of locator service (if applicable)

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) The parties agree that acceptance of a partial payment does not waive owner's right to recover possession of the premises, and does not waive owner's right to file or proceed with an eviction action for the balance owed. Acceptance of past, present, or future rent or other charges shall not be deemed a waiver by owner of any past, present, or future breach of the lease or termination notice, and shall not waive owner's right to recover possession of the premises, or waive owner's right to file and/or proceed with an eviction action.



INVENTORY AND CONDITION FORM*Becomes part of Lease Contract***DWELLING DESCRIPTION. 13150 Harriet Ave South**

(street address), D190 (unit no. if applicable) in Burnsville (city),
Minnesota, 55337-2695 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: May 14, 2025Owner's name: PRCP-Minnesota I, LLC

Residents (list all residents):

LaQuesa Tikela Miller, Saniya Miller

Within 48 hours after move-in, you must note on this form all defects, damage, or safety or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below or put "none" if the items don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.

Resident's Name: LaQuesa Tikela Miller

Home Phone: () Work Phone: ()

Resident's Name: Saniya Miller

Home Phone: () Work Phone: ()

Resident's Name: _____

Home Phone: () Work Phone: ()

Resident's Name: _____

Home Phone: () Work Phone: ()

Resident's Name: _____

Home Phone: () Work Phone: ()

Resident's Name: _____

Home Phone: () Work Phone: ()

☐ **Move-In** or ☐ **Move-Out Condition** (Check one)
Living Room

Walls _____

Wallpaper _____

Plugs, Switches, A/C Vents _____

Woodwork/Baseboards _____

Ceiling _____

Light Fixtures, Bulbs _____

Floor/Carpet _____

Doors, Stops, Locks _____

Windows, Latches, Screens _____

Window Coverings _____

Closets, Rods, Shelves _____

Closet Lights, Fixtures _____

Lamps, Bulbs _____

Other _____

Refrigerator Light, Crisper _____

Dishwasher, Dispensers, Racks _____

Sink/disposal _____

Microwave _____

Other _____

General Items

Thermostat _____

Cable TV or Master Antenna _____

A/C Filter _____

Washer/Dryer _____

Garage Door _____

Ceiling Fans _____

Exterior Doors, Screens/Screen Doors, Doorbell _____

Fireplace _____

Other _____

Kitchen

Walls _____

Wallpaper _____

Plugs, Switches, A/C Vents _____

Woodwork/Baseboards _____

Ceiling _____

Light Fixtures, Bulbs _____

Floor/Carpet _____

Doors, Stops, Locks _____

Windows, Latches, Screens _____

Window Coverings _____

Cabinets, Drawers, Handles _____

Countertops _____

Stove/Oven, Trays, Pans, Shelves _____

Vent Hood _____

Refrigerator, Trays, Shelves _____

Dining Room

Walls _____

Wallpaper _____

Plugs, Switches, A/C Vents _____

Woodwork/Baseboards _____

Ceiling _____

Light Fixtures, Bulbs _____

Floor/Carpet _____

Doors, Stops, Locks _____

Windows, Latches, Screens _____

Window Coverings _____

Closets, Rods, Shelves _____

Closet Lights, Fixtures _____

Other _____

Halls

Walls _____

Wallpaper _____

Plugs, Switches, A/C Vents _____

Woodwork/Baseboards _____

Ceiling _____

Light Fixtures, Bulbs _____

Floor/Carpet _____

Doors, Stops, Locks _____

Closets, Rods, Shelves _____

Closet Lights, Fixtures _____

Other _____

Exterior (if applicable)

Patio/Yard _____

Fences/Gates/Gate Latches or Locks _____

Faucets _____

Balconies _____

Other _____

Bedroom (describe which one)

Walls _____

Wallpaper _____

Plugs, Switches, A/C Vents _____

Woodwork/Baseboards _____

Ceiling _____

Light Fixtures, Bulbs _____

Floor/Carpet _____

Doors, Stops, Locks _____

Windows, Latches, Screens _____

Window Coverings _____

Closets, Rods, Shelves _____

Closet Lights, Fixtures _____

Other _____

Bedroom (describe which one):

Walls _____

Wallpaper _____

Plugs, Switches, A/C Vents _____

Woodwork/Baseboards _____

Ceiling _____

Light Fixtures, Bulbs _____

Floor/Carpet _____

Doors, Stops, Locks _____

Windows, Latches, Screens _____

Window Coverings _____

Closets, Rods, Shelves _____

Closet Lights, Fixtures _____

Other _____

Bath (describe which one):

Walls _____

Wallpaper _____

Plugs, Switches, A/C Vents _____

Woodwork/Baseboards _____

Ceiling _____

Light Fixtures, Bulbs _____

Exhaust Fan/Heater _____

Floor/Carpet _____

Doors, Stops, Locks _____

Windows, Latches, Screens _____

Window Coverings _____

Sink, Faucet, Handles, Stopper _____

Countertops _____

Mirror _____

Cabinets, Drawers, Handles _____

Toilet, Paper Holder _____

Bathtub, Enclosure, Stopper _____

Shower, Doors, Rods _____

Tile _____

Other _____

Half Bath

Walls _____

Wallpaper _____

Plugs, Switches, A/C Vents _____

Woodwork/Baseboards _____

Ceiling _____

Light Fixtures, Bulbs _____

Exhaust Fan/Heater _____

Floor/Carpet _____

Doors, Stops, Locks _____

Windows, Latches, Screens _____

Window Coverings _____

Sink, Faucet, Handles, Stopper _____

Countertops _____

Mirror _____

Cabinets, Drawers, Handles _____

Toilet, Paper Holder _____

Tile _____

Other _____

Bedroom (describe which one):

Walls _____

Wallpaper _____

Plugs, Switches, A/C Vents _____

Woodwork/Baseboards _____

Ceiling _____

Light Fixtures, Bulbs _____

Floor/Carpet _____

Doors, Stops, Locks _____

Windows, Latches, Screens _____

Window Coverings _____

Closets, Rods, Shelves _____

Closet Lights, Fixtures _____

Other _____

Bath (describe which one):

Walls _____

Wallpaper _____

Plugs, Switches, A/C Vents _____

Woodwork/Baseboards _____

Ceiling _____

Light Fixtures, Bulbs _____

Exhaust Fan/Heater _____

Floor/Carpet _____

Doors, Stops, Locks _____

Windows, Latches, Screens _____

Window Coverings _____

Sink, Faucet, Handles, Stopper _____

Countertops _____

Mirror _____

Cabinets, Drawers, Handles _____

Toilet, Paper Holder _____

Bathtub, Enclosure, Stopper _____

Shower, Doors, Rods _____

Tile _____

Other _____

Safety-Related Items (Put "N/A" if not applicable)

Door Knob Locks _____

Keyed Deadbolt Locks _____

Keyless Deadbolts _____

Sliding Door Pin Locks _____

Sliding Door Latches _____

Sliding Door Security Bars _____

Doorviewers _____

Window Latches _____

Porch and Patio Lights _____

Smoke Detectors _____

Alarm System _____
 Fire Extinguishers (look at charge level-BUT DON'T TEST!) _____

 Garage Door Opener _____
 Gate Access Card(s) _____
 Other _____

Date of Move-In: _____

or

Date of Move-Out: _____

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Acknowledgment. You agree you will complete and submit this form in accordance with this Lease and our Policies. You acknowledge you will inspect and test all safety-related items in the dwelling, including smoke alarms and any other detector(s), and confirm that they are working, except as noted on your completed Inventory and Condition Form. All items will be considered to be in good and working condition unless otherwise noted. You acknowledge you will receive written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge that you will inspect the dwelling and confirm no signs of bed bugs or other pests are present, or, if bugs are present, that you will promptly report any bed bug or pest issues on this Inventory and Condition Form and through a written work order or other written repair request. You agree that this returned completed Inventory and Condition Form accurately reflects the condition of the dwelling for purposes of determining any refund of deposit due to you when you move out. You acknowledge that if you do not return the form within 48 hours after move-in, we will consider the dwelling to be clean, safe, free of pest or insect infestations, and in good working condition for purposes of determining any refund of deposit due to you at move-out.

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

Resident or Resident's Agent: Lalena Miller Date of Signing 05/28/2025

Resident or Resident's Agent: Saniya Miller Date of Signing 06/05/2025

Resident or Resident's Agent: _____ Date of Signing _____

Resident or Resident's Agent: _____ Date of Signing _____

Resident or Resident's Agent: _____ Date of Signing _____

Resident or Resident's Agent: _____ Date of Signing _____

Owner or Owner's Representative: Vincent Davalos Date of Signing 06/05/2025



ANIMAL ADDENDUM
Becomes part of Lease Contract

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING DESCRIPTION.

13150 Harriet Ave South

(street address), D190 (unit no. if applicable) in Burnsville (city), Minnesota, 55337-2695 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 14, 2025

Owner's name: PRCP-Minnesota I, LLC

Residents (list all residents):

LaQuesa Tikela Miller, Saniya Miller

The term of this Addendum is as follows:

Begins on _____, _____ and ends on _____, _____.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. A. ☐ NO APPROVED ANIMALS.** If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the dwelling or community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

- B. ☐ CONDITIONAL AUTHORIZATION FOR ANIMAL.** If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

- 4. ANIMAL DEPOSIT.** An animal deposit of \$ 0.00 will be charged. We [check one] ☒ will consider, or ☐ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract [check one] ☐ does, or ☒ does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

- 5. ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 40.00. The monthly rent amount in the Rent And Charges paragraph of the Lease Contract [check one] ☐ includes ☒ does not include this additional animal rent.

- 6. ADDITIONAL FEE.** You must also pay a one-time fee of \$ _____ for having the animal in the dwelling. It is our policy to not charge a deposit for support animals.

- 7. LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

- 8. DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or community.

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of license : _____

License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of license : _____

License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

- Animals may not be tied to any fixed object anywhere outside the dwellings, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwellings.
- Your animal must be fed and watered inside the dwelling. Don't leave animal food or water outside the dwelling at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

We may keep or kennel the animal or turn it over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after it is removed, it will be considered abandoned.

- Outside, the animal may urinate or defecate *only* in these designated areas: Designated areas/Owner
Clean up

16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.

You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

17. MOVE-OUT. When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

18. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

19. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

Saniya Miller
Saniya Miller

Owner or Owner's Representative
(Signs below)

Vincent Davalos

Date of Signing Addendum

06/05/2025



UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this Addendum as "Lease Contract" or "Lease") dated May 14, 2025 between PRCP-Minnesota I, LLC

("We" and/or "we" and/or "us") and LaQuesa Tikela Miller, Saniya Miller

("You" and/or "you") of Apt. No. D190 located at 13150 Harriet Ave South (street address) in Burnsville, MN 55337-2695 and is in addition to all terms and conditions in the Lease.

This Addendum constitutes an Addendum to the above described Lease Contract for the above-described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) Water service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☒ water bills will be billed by the service provider to us and then allocated to you based on the formula set forth below.

☐ provided in the Natural Gas or Water and Sewer Apportionment Notice, pursuant to Minn. S04B.216 Subd. 10, listed in paragraph 2 below.

☒ 3rd party billing company if applicable RealPage

b) Sewer service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☒ sewer bills will be billed by the service provider to us and then allocated to you based on the formula set forth below.

☐ provided in the Natural Gas or Water and Sewer Apportionment Notice, pursuant to Minn. S04B.216 Subd. 10, listed in paragraph 2 below.

☒ 3rd party billing company if applicable RealPage

c) Gas service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☒ gas bills will be billed by the service provider to us and then allocated to you based on the formula set forth below.

☐ provided in the Natural Gas or Water and Sewer Apportionment Notice, pursuant to Minn. S04B.216 Subd. 10, listed in paragraph 2 below.

☒ 3rd party billing company if applicable RealPage

d) Trash service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☒ trash bills will be billed by the service provider to us and then allocated to you based on the formula set forth below.

☐ Flat rate of \$_____ per month.

☐ Equitable Apportionment method listed in Paragraph 3.

☒ 3rd party billing company if applicable RealPage

e) Electric service to your apartment will be paid by you either:

☒ directly to the utility service provider; or

☐ electric bills will be billed by the service provider to us and then paid by you based on the following formula (Apportionment of electricity charges is prohibited):

☐ We will charge you only for the electricity used in your unit, calculated by multiplying the kilowatt-hours used during the billing period, as measured by the submeter, by the rate charged to the landlord by the utility provider. We will not charge you for electricity consumed in common areas or in spaces used exclusively or primarily by us;

☐ We will charge you only for your pro rata share of non-usage charges, calculated by dividing the charges we are billed by the utility provider equally among the number of units in the building; and deduct from your total bill the pro rata share of any bill credits or adjustments received by us on the bill from the utility provider by dividing the credit or adjustment equally among the number of units in the building.

☐ 3rd party billing company if applicable _____

f) Stormwater service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☒ stormwater bills will be billed by the service provider to us and then allocated to you based on the formula set forth below.

☐ Flat rate of \$_____ per month.

☐ Equitable Apportionment method listed in Paragraph 3.

☒ 3rd party billing company if applicable RealPage

g) Cable TV service to your apartment will be paid by you either:

☒ directly to the utility service provider; or

☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the formula set forth below.

☐ Flat rate of \$_____ per month.

☐ Equitable Apportionment method listed in Paragraph 3.

☐ 3rd party billing company if applicable _____

- h) Master Antenna service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the formula set forth below.
- ☐ Flat rate of \$ _____ per month.
- ☐ Equitable Apportionment method listed in Paragraph 3.
- ☐ 3rd party billing company if applicable _____
- i) Internet service to your apartment will be paid by you either:
- ☒ directly to the utility service provider; or
- ☐ internet bills will be billed by the service provider to us and then allocated to you based on the formula set forth below.
- ☐ Flat rate of \$ _____ per month.
- ☐ Equitable Apportionment method listed in Paragraph 3.
- ☐ 3rd party billing company if applicable _____
- j) Pest Control service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☒ pest control bills will be billed by the service provider to us and then allocated to you based on the formula set forth below.
- ☒ Flat rate of \$ 1.00 per month.
- ☐ Equitable Apportionment method listed in Paragraph 3.
- ☒ 3rd party billing company if applicable RealPage
- k) (Other) Common Area Electric service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☒ bills will be billed by the service provider to us and then allocated to you based on the formula set forth below.
- ☐ Flat rate of \$ _____ per month.
- ☐ Equitable Apportionment method listed in Paragraph 3.
- ☒ 3rd party billing company if applicable RealPage
- l) (Other) Common Area Gas service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
- ☒ bills will be billed by the service provider to us and then allocated to you based on the formula set forth below.
- ☐ Flat rate of \$ _____ per month.
- ☐ Equitable Apportionment method listed in Paragraph 3.
- ☒ 3rd party billing company if applicable RealPage

2. Natural Gas or Water and Sewer Apportionment Notice Pursuant to Minn. Stat. 504B.216 Subd. 10

How Will My Bill Be Calculated?

Your utility bill is your portion of the building's natural gas or water and sewer usage, plus your portion of non-usage fees we get charged by the utility (for example, taxes and surcharges).

For natural gas, your portion is based on the square footage of your unit as a percentage of the square footage of all the units. For water and sewer, your portion is based on the number of people in your unit (as listed on your lease) as a percentage of all the occupants of all units.

You are not charged for utilities used in the common areas or used in our spaces. In the case of water, your bill does not include usage for shared amenities such as laundry rooms or pools.

Your bill may include a late payment charge, which is capped at \$5, and an administrative billing charge, which is capped at \$8.

What If I Fall Behind on Utility Payments or Have a Question About My Bill?

If you fall behind on your payments, you have the right to a reasonable payment plan that you and we mutually agree on to pay off the amount you owe. The plan must consider any financial and extenuating circumstances of your household that you tell us about.

You may request, and we will timely provide, the utility bill we received from the utility company and your percentage of the amount of the bill apportioned to tenants.

We must first try to resolve any disputes about your natural gas or electricity utility charges, including those about payment agreements. If we cannot agree on a payment plan or resolve any other dispute, you have the right to seek assistance from the Public Utilities Commission's Consumer Affairs Office at 651-296-0406 or consumer.puc@state.mn.us.

3. **EQUITABLE APPORTIONMENT.** Costs will be equitably apportioned based on a combination of square footage of each apartment, representing _____ % of the cost and an occupancy factor reflecting the number of residents, representing _____ % of the total cost, with adjustments made for variations in usage. Bills will be issued on a monthly basis, with an itemized statement detailing each tenant's share to ensure equity and fair dealing. Furthermore, the calculation method will be subject to annual review and adjustment to ensure equitable contribution. In the alternative to the above, the parties hereby adopt the following equitable method/service: _____
- _____
- _____
- _____

4. If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.
5. When billed by us directly or through our billing company, you must pay utility bills within 3 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>15.00</u>	(not to exceed \$ <u>20.00</u>)
Monthly Administrative Billing Fee:	\$ <u>4.65</u>	(not to exceed \$8.00)
Late Fee:	\$ <u>50.00</u>	(not to exceed \$5.00)
Final Bill Fee:	\$ <u>15.00</u>	(not to exceed \$ <u>20.00</u>)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

6. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing (not to exceed \$8.00) for the utility service in the amount of \$ 50.00.
7. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
8. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
9. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
10. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
11. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
12. You agree that you may, upon thirty (30) days prior written notice from owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
13. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
14. Upon a tenant's request, the landlord must provide a copy of the actual utility bill for the building along with each apportioned utility bill. Upon a tenant's request, a landlord must also provide past copies of actual utility bills for any period of the tenancy for which the tenant received an apportioned utility bill. Past copies of utility bills must be provided for the preceding two years or from the time the current landlord acquired the building, whichever is most recent.
15. Pursuant to Minnesota Statute 504.216, Subd. 15, by September 30 of each year, a landlord of shared metered residential building who bills for gas, electric utility charges, or both separate from rent must inform tenants in writing of the possible energy assistance from the low-income home assistance program, including the toll-free telephone number of the administering agency.
16. **BILL DISPUTE RESOLUTION.** A resident disputing a utility bill or claiming violation of Minn. Stat. 216B.022 or 216B.023 must first attempt to resolve the dispute of claim with us. If you disagree with our proposed resolution, we must inform you of your right to file a complaint with the commission's consumer affairs office and provide you with the office's current telephone number and email address. The Consumer Affairs office's current email address is consumer.puc@state.mn.us and their current phone numbers are (651)-296-0406 and (800) 657-3782. The Consumer Affairs office must follow the procedures set forth in Minn. Stat. 216B.172, subdivision 2, and Minnesota Rules, part 7829.1600, and the procedures under section 216B.172, subdivisions 3 and 4, apply.
17. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.
- Utilities are payable to the management office on the first of each month and are included directly on the resident ledger. Charges will be considered late on the 3rd day of the month and are subject to late fees. Management is not responsible for utility charges if the resident fails to remove services at the time of move out. This fee is subject to change with 30-day notice. Formula 10: Trash amounts are calculated based on the total expense billed to the community by the service provider(s), as divided equally to all occupied units. Utilities are due on the 1st of each month. Upon written request to the management office, residents may request copies of utility provider statements for review. Past copies may also be requested for the time the resident occupied the apartment. Resident agrees to pay for any copies requested.

Resident Signature Laduna MillerDate 05/28/2025Resident Signature Saniya MillerDate 06/05/2025

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Management Vincent DavalosDate 06/05/2025

BED BUG ADDENDUMDate: May 14, 2025
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. D190, 13150 Harriet Ave South
(street address) in
Burnsville
(city), Minnesota, 55337-2695 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 14, 2025
Owner's name: PRCP-Minnesota I, LLC

Residents (list all residents):

LaQuesa Tikela Miller, Saniya Miller

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs if caused by the willful, malicious, or irresponsible conduct of you or of a person under your direction or control. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

-
- This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



MOLD INFORMATION AND PREVENTION ADDENDUM*Becomes part of Lease Contract*

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING DESCRIPTION.13150 Harriet Ave South

(street address), D190 (unit no. if applicable) in Burnsville
(city), Minnesota, 55337-2695 (zip code).

2. LEASE CONTRACT DESCRIPTION.Lease Contract Date: May 14, 2025Owner's name: PRCP-Minnesota I, LLC

Residents (list all residents):

LaQuesa Tikela Miller, Saniya Miller

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

- If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

May 14, 2025

LEASE CONTRACT BUY-OUT AGREEMENT

**1. DWELLING UNIT DESCRIPTION.**

Unit No. D190, 13150 Harriet Ave South
(street address) in
Burnsville
(city), Minnesota, 55337-2695 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 14, 2025
Owner's name: PRCP-Minnesota I, LLC

Residents (list all residents):

LaQuesa Tikela Miller, Saniya Miller

3. PURPOSE OF AGREEMENT. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (check one) ☐ must be the last day of a month or ☒ may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ 2264.00;
- (g) you pay us the amount of any promotional rent concessions which you received upon signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than 0 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the

entire lease term is \$ 0.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. SPECIAL PROVISIONS. Your right of buy-out (check one) ☐ is or ☒ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Resident or Residents (All residents must sign)

LaQuesa Miller
Saniya Miller

Owner or Owner's Representative (signs below)

Vincent Davalos

Date of Lease Contract

May 14, 2025



LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

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(street address) in
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Residents (list all residents):

LaQuesa Tikela Miller, Saniya Miller

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NUMBER AND SIZE. You may install 0 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ _____, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. SECURITY DEPOSIT. An additional security deposit of \$ _____ will be charged. We ☒ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract ☒ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

- [illegible]

- Owner or Owner's Representative**
(signs here)

Vincent Davalos

Date of Lease Contract

May 14, 2025

**COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM**

This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: PRCP-Minnesota I, LLC

Resident(s): LaQuesa Tikela Miller, Saniya Miller

Unit No (if applicable):/ #D190, 13150 Harriet Ave South, Burnsville, MN 55337-2695

Address:

Lease Date: 05/14/2025

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community ☒ **DOES;** ☐ **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community ☒ **DOES;** ☐ **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community ☒ **DOES;** ☐ **DOES NOT** accept packages on behalf of Residents.**For communities that do accept packages on behalf of its Residents:**

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community ☐ **DOES;** ☒ **DOES NOT** have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 2 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations, and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 25 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO
EXTERMINATION AND THE USE OF INSECTICIDES**

IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.**X. WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

No barbeques or open flames on decks/patios

I have read, understand and agree to comply with the preceding provisions.

<u>Ladonna Miller</u>	<u>05/28/2025</u>	_____	_____
Resident	Date	Resident	Date
<u>Saniya Miller</u>	<u>06/05/2025</u>	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
<u>Vincent Davalos</u>	_____	_____	<u>06/05/2025</u>
Owner Representative	_____	Date	_____



CRIME/DRUG FREE HOUSING ADDENDUM*Becomes part of Lease Contract***1. DWELLING DESCRIPTION.**13150 Harriet Ave South

(street address), D190 (unit no. if applicable) in Burnsville
(city), Minnesota, 55337-2695 (zip code).

2. LEASE CONTRACT DESCRIPTION.Lease Contract Date: May 14, 2025Owner's name: PRCP-Minnesota I, LLC

Residents (list all residents):

LaQuesa Tikela Miller, Saniya Miller

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling, all common areas, all other dwellings on the property or any common areas or other dwellings on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on the grounds of the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or illegal drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Minnesota and/or the Federal Controlled Substances Act.

Resident or Residents (sign here)

LaQuesa MillerSaniya Miller

Date of Signing Addendum

05/28/202506/05/2025

Owner or Owner's Representative (signs here)

Vincent Davalos

Date of Signing Addendum

06/05/2025

NAA
NATIONAL APARTMENT ASSOCIATION
We Lead the Way Home

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign

RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

CHALLENGE

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than _____ days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

Resident or Residents *(All residents must sign)*

Resident or Residents (All residents must sign)

Saniya Miller

Saniya Miller

Owner or Owner's Representative (Signs below)

Vincent Davalos

Date of Signing Addendum

06/05/2025



Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

LaQuana Miller
Saniya Miller

Vincent Davalos

Date of Signing Addendum

06/05/2025



MINNESOTA
JUDICIAL
BRANCH



Property Loss and Damage Waiver Addendum**(Revised 7/1/2024)**

Community Name:

Glen at Burnsville

Resident Name(s):

LaQuesa Tikela Miller, Saniya MillerUnit #: D190

This Addendum is an amendment to Resident's Lease.

Damage to Resident's Personal Property

Landlord agrees to accept limited liability for loss or damage to Resident's personal property as set forth in this Addendum. Landlord will reimburse Resident for loss or damage to Resident's personal property while that property is located in the Leased Premises or a garage or storage unit which Resident is renting from the Owner, but only during the term of the Lease and provided that that Landlord's acts or omissions contribute to the loss or damage. Landlord's liability is limited to \$7,000 per unit for all loss or damage occurring during the term of the Lease. Resident is responsible for a \$500 deductible for loss or damage resulting from any single incident. Only loss or damage to personal property owned by Resident while located in the Leased Premises or a garage or storage unit which Resident is renting from the Owner is reimbursable and only if the loss or damage is caused by the following: 1) fire; 2) smoke; 3) explosion; 4) water damage; 5) backup or overflow of sewer, drain or sump; and 6) collapse of building if directly caused by the aforementioned. Loss or damage to the following is not reimbursable: 1) animals, birds, or fish; 2) motor vehicles, aircraft, hovercraft or water craft, including their accessories, equipment or parts; whether or not attached; 3) property of roomers or boarders; 4) property held out for rental to others by Resident; or 5) business data. Loss or damage resulting from the following will not be reimbursed: 1) compliance with an ordinance or law; 2) earth movement; 3) water damage from flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these- whether or not driven by wind- and water damage from water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump or related equipment; 4) power failure due to utility service outage; 5) neglect of the Resident to use reasonable means to save and preserve property after a loss; 6) war; 7) nuclear hazard; 8) any act a Resident commits with the intent to cause damage; 9) government action, such as confiscation or seizure of public property; 10) thawing, overflow, leakage, or discharge of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or a household appliance, sump pump or related equipment due to freezing; 11) theft, burglary, robbery, or mysterious disappearance; 12) vandalism or malicious mischief; 13) mold, fungus or wet rot- except as expressly stated above; 14) acts of terrorism; 15) fire department service charge; 16) property removed from a leased premises- even if the property was removed to protect from damage; 17) any cost incurred by Resident for necessary measures taken to protect property from damage; 18) discharge, dispersal, seepage, migration, release or escape of pollutants, including any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste; 19) riot, civil commotion, mob action, or any act or omission to prevent or suppress such an action; or 20) virus, communicable disease, and pandemic.

Rev. 7.1.2024

Damage to Landlord's Property Caused by Resident

Landlord agrees to waive Resident's liability for damage to Landlord's property on a limited basis as set forth in this Addendum. This waiver extends to damage for which Resident is legally liable to the Leased Premises or a garage or storage unit which Resident is renting from the Owner. The waiver is limited to \$300,000 for all damage occurring during the term of the Lease. Resident is liable for any damage in excess of that amount. The waiver extends only to damage to the Leased Premises resulting from the following: 1) fire; 2) smoke; 3) explosion; 4) water damage; 5) backup or overflow of sewer, drain or sump; and 6) collapse of building if directly caused by the aforementioned. The Resident's liability is not waived for damage to the Leased Premises resulting from the following: 1) damage related to automobile, aircraft, hovercraft, watercraft, or motor vehicles; 2) damage arising out of business activities; 3) damage arising out of the use, sale, manufacture, delivery, transfer, or possession of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812.; 4) loss assessment charged against Resident as a member or an association or community of property owners or under any contract or agreement entered into by Resident; 5) damage associated with riot, civil commotion, mob action, or any act or omission to prevent or suppress such an action; and 6) damage associated with virus, communicable disease, or pandemic. This waiver does not extend to bodily injury or personal injury liability of the Resident.

Additional Terms & Conditions

The limits of Landlord's liability and waiver set forth in this Addendum are per unit; each individual residing in the unit will not be entitled to the full limit specified if multiple individuals in the unit file a claim for loss. Resident must provide specific details of any loss as soon as practicable to obtain any benefits as described herein, comply with all requests of the Landlord and its representatives regarding proof of damage or loss in a timely manner, and must take action to protect property from further damage. The most that will be reimbursed under this Addendum is: the cost to repair or replace with like type and quality at the time of loss without reduction or depreciation or the limits as stated herein, less amounts for which Resident is responsible. If a pair or set is damaged, Landlord may elect to: repair or replace any part to restore the pair or set to its value before the damage; or pay the difference between the actual cash value of the property before and after the damage. Landlord will provide forms upon which loss details can be provided. Any damages for which reimbursement is claimed will be adjudicated by an administrator retained by Landlord. Resident's receipt of any benefits is contingent upon Resident's full cooperation with the administrator and upon the administrator's determination that payment is warranted based upon the terms of this Addendum. No reimbursement will be provided unless Resident agrees that such reimbursement satisfies Landlord's obligations and signs a full release. Reimbursement from an affiliate of the Owner will satisfy the obligations of this Addendum. This Addendum applies only to loss, damage and bodily injury which occurs during the term of the Lease and subject to the other terms stated in this Addendum. Valid and collectible renter's insurance will pay first; the benefits conferred by this Addendum are in excess of your insurance, if applicable.

Rev. 7.1.2024

A monthly fee of \$ 18.00 will be collected.

Lessee/Resident(s) Signature

Lessor/Management Signature

Lalissa Miller

Vincent Davalos

Saniya Miller

MINNESOTA
JUDICIAL
BRANCH

Rev. 7.1.2024

E-SIGNATURE CERTIFICATE*This certificate details the actions recorded during the signing of this Document.***DOCUMENT INFORMATION**

Status	Signed
Document ID	506892011
Submitted	06/05/25
Total Pages	41
Forms Included	Lead Hazard Disclosure Addendum, Apartment Lease Form, Inventory and Condition Form, Animal Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Lease Contract Buy-Out Agreement, Satellite Dish or Antenna Addendum, Community Policies, Rules, & Regulations, Crime/Drug Free Housing Addendum, Package Acceptance Addendum, Photo, Video, and Statement Release Addendum, Property Loss and Damage Waiver Addendum

PARTIES**LaQuesa Tikela Miller**

signer key: bcb5b69b30d9cebaab1527ffb69dc4a3

IP address: 4.2.104.195

signing method: Blue Moon eSignature Services

authentication method: eSignature by email mlaquesa@gmail.com

browser: Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/136.0.0.0 Mobile Safari/537.36

A handwritten signature in black ink that reads "LaQuesa Miller".

Saniya Miller

signer key: 8891424f80f8a01f1a41d7e43410ecc4

IP address: 73.24.17.86

signing method: Blue Moon eSignature Services

authentication method: eSignature by email Saniyamiller04@gmail.com

browser: Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/137.0.0.0 Safari/537.36

A handwritten signature in black ink that reads "Saniya Miller".

Vincent Davalos

signer key: 28e4e95d3f7cecf26dd9a7debbf5ae6b

IP address: 74.94.85.170

signing method: Blue Moon eSignature Services

authentication method: eSignature by email manager@glenatburnsvilleapts.com

A handwritten signature in black ink that reads "Vincent Davalos".

(Leasing Manager)

DOCUMENT AUDIT

1	05/14/25 11:03:14 AM CDT	LaQuesa Tikela Miller accepted Consumer Disclosure
2	05/14/25 11:06:30 AM CDT	LaQuesa Tikela Miller initialed Lead Hazard Disclosure Addendum
3	05/14/25 11:07:31 AM CDT	LaQuesa Tikela Miller initialed Lead Hazard Disclosure Addendum
4	05/14/25 11:07:36 AM CDT	LaQuesa Tikela Miller signed Lead Hazard Disclosure Addendum
5	05/14/25 11:07:40 AM CDT	LaQuesa Tikela Miller dated Lead Hazard Disclosure Addendum
6	05/28/25 09:51:40 AM CDT	LaQuesa Tikela Miller signed Apartment Lease Form

DOCUMENT AUDIT CONTINUED

7	05/28/25 09:52:07 AM CDT	LaQuesa Tikela Miller signed Inventory and Condition Form
8	05/28/25 09:52:08 AM CDT	LaQuesa Tikela Miller dated Inventory and Condition Form
9	05/28/25 09:52:26 AM CDT	LaQuesa Tikela Miller signed Animal Addendum
10	05/28/25 09:52:53 AM CDT	LaQuesa Tikela Miller signed All-In-One Utility Addendum
11	05/28/25 09:52:54 AM CDT	LaQuesa Tikela Miller dated All-In-One Utility Addendum
12	05/28/25 09:53:00 AM CDT	LaQuesa Tikela Miller signed Bed Bug Addendum
13	05/28/25 09:53:04 AM CDT	LaQuesa Tikela Miller signed Mold Information and Prevention Addendum
14	05/28/25 09:53:08 AM CDT	LaQuesa Tikela Miller signed Lease Contract Buy-Out Agreement
15	05/28/25 09:53:15 AM CDT	LaQuesa Tikela Miller signed Satellite Dish or Antenna Addendum
16	05/28/25 09:54:26 AM CDT	LaQuesa Tikela Miller dated Community Policies, Rules, & Regulations
17	05/28/25 09:54:26 AM CDT	LaQuesa Tikela Miller signed Community Policies, Rules, & Regulations
18	05/28/25 09:54:32 AM CDT	LaQuesa Tikela Miller signed Crime/Drug Free Housing Addendum
19	05/28/25 09:54:32 AM CDT	LaQuesa Tikela Miller dated Crime/Drug Free Housing Addendum
20	05/28/25 09:57:09 AM CDT	LaQuesa Tikela Miller signed Package Acceptance Addendum
21	05/28/25 09:54:38 AM CDT	LaQuesa Tikela Miller signed Photo, Video, and Statement Release Addendum
22	05/28/25 09:56:41 AM CDT	LaQuesa Tikela Miller signed Property Loss and Damage Waiver Addendum
23	05/28/25 09:57:55 AM CDT	LaQuesa Tikela Miller submitted signed documents
24	06/05/25 02:16:12 PM CDT	Saniya Miller accepted Consumer Disclosure
25	06/05/25 02:16:40 PM CDT	Saniya Miller initialed Lead Hazard Disclosure Addendum
26	06/05/25 02:16:41 PM CDT	Saniya Miller initialed Lead Hazard Disclosure Addendum
27	06/05/25 02:16:43 PM CDT	Saniya Miller signed Lead Hazard Disclosure Addendum
28	06/05/25 02:16:44 PM CDT	Saniya Miller dated Lead Hazard Disclosure Addendum
29	06/05/25 02:16:50 PM CDT	Saniya Miller signed Apartment Lease Form
30	06/05/25 02:16:55 PM CDT	Saniya Miller signed Inventory and Condition Form
31	06/05/25 02:16:56 PM CDT	Saniya Miller dated Inventory and Condition Form
32	06/05/25 02:17:03 PM CDT	Saniya Miller signed Animal Addendum
33	06/05/25 02:17:06 PM CDT	Saniya Miller signed All-In-One Utility Addendum
34	06/05/25 02:17:07 PM CDT	Saniya Miller dated All-In-One Utility Addendum
35	06/05/25 02:17:11 PM CDT	Saniya Miller signed Bed Bug Addendum
36	06/05/25 02:17:16 PM CDT	Saniya Miller signed Mold Information and Prevention Addendum
37	06/05/25 02:17:19 PM CDT	Saniya Miller signed Lease Contract Buy-Out Agreement
38	06/05/25 02:17:22 PM CDT	Saniya Miller signed Satellite Dish or Antenna Addendum
39	06/05/25 02:17:25 PM CDT	Saniya Miller dated Community Policies, Rules, & Regulations
40	06/05/25 02:17:25 PM CDT	Saniya Miller signed Community Policies, Rules, & Regulations
41	06/05/25 02:17:27 PM CDT	Saniya Miller signed Crime/Drug Free Housing Addendum
42	06/05/25 02:17:28 PM CDT	Saniya Miller dated Crime/Drug Free Housing Addendum
43	06/05/25 02:17:30 PM CDT	Saniya Miller signed Package Acceptance Addendum
44	06/05/25 02:17:33 PM CDT	Saniya Miller signed Photo, Video, and Statement Release Addendum
45	06/05/25 02:17:36 PM CDT	Saniya Miller signed Property Loss and Damage Waiver Addendum
46	06/05/25 02:17:43 PM CDT	Saniya Miller submitted signed documents
47	06/05/25 02:24:17 PM CDT	Vincent Davalos accepted Consumer Disclosure
48	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Lead Hazard Disclosure Addendum
49	06/05/25 02:24:17 PM CDT	Vincent Davalos initialed Lead Hazard Disclosure Addendum
50	06/05/25 02:24:17 PM CDT	Vincent Davalos dated Lead Hazard Disclosure Addendum
51	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Apartment Lease Form
52	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Inventory and Condition Form
53	06/05/25 02:24:17 PM CDT	Vincent Davalos dated Inventory and Condition Form

DOCUMENT AUDIT CONTINUED

54	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Animal Addendum
55	06/05/25 02:24:17 PM CDT	Vincent Davalos dated Animal Addendum
56	06/05/25 02:24:17 PM CDT	Vincent Davalos signed All-In-One Utility Addendum
57	06/05/25 02:24:17 PM CDT	Vincent Davalos dated All-In-One Utility Addendum
58	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Bed Bug Addendum
59	06/05/25 02:24:17 PM CDT	Vincent Davalos dated Bed Bug Addendum
60	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Mold Information and Prevention Addendum
61	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Lease Contract Buy-Out Agreement
62	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Satellite Dish or Antenna Addendum
63	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Community Policies, Rules, & Regulations
64	06/05/25 02:24:17 PM CDT	Vincent Davalos dated Community Policies, Rules, & Regulations
65	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Crime/Drug Free Housing Addendum
66	06/05/25 02:24:17 PM CDT	Vincent Davalos dated Crime/Drug Free Housing Addendum
67	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Package Acceptance Addendum
68	06/05/25 02:24:17 PM CDT	Vincent Davalos dated Package Acceptance Addendum
69	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Photo, Video, and Statement Release Addendum
70	06/05/25 02:24:17 PM CDT	Vincent Davalos dated Photo, Video, and Statement Release Addendum
71	06/05/25 02:24:17 PM CDT	Vincent Davalos signed Property Loss and Damage Waiver Addendum
72	06/05/25 02:24:17 PM CDT	Vincent Davalos submitted signed documents

EXHIBIT 2

MINNESOTA
JUDICIAL
BRANCH

Resident Ledger



Date: 06/15/2026

Code	t0169289	Property	mn1800	Lease From	06/05/2025
Name	LaQuesa Miller	Unit	D190	Lease To	09/04/2026
Address	13150 Harriet Ave South	Status	Current	Move In	06/05/2025
		Rent	1132.00	Move Out	
City	Burnsville, MN 55337	Phone (H)	(507) 339-7775	Phone (W)	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
04/05/2025	admin	Administration Fee	150.00		150.00	16558776
04/05/2025	app	Application Fee	50.00		200.00	16558777
04/07/2025		chk# 40220841035744 :CHECKscan Payment - 22-084103574		200.00	0.00	5514095
06/03/2025		chk# 40220977416911 :CHECKscan Payment - 22-097741691		1,000.00	(1,000.00)	5633442
06/03/2025		chk# 40220977416920 :CHECKscan Payment - 22-097741692		22.00	(1,022.00)	5633443
06/05/2025	rent	Rent for 26 days	967.63		(54.37)	17000269
06/05/2025	ldamwaw	Landlord Damage Waiver for 26 days	15.39		(38.98)	17000270
07/01/2025	ldamwaw	Landlord Damage Waiver Fee (07/2025)	18.00		(20.98)	17089566
07/01/2025	rent	Rent (07/2025)	1,132.00		1,111.02	17089567
07/01/2025	rp_depA	RealPage-Deposit A (07/2025)	29.00		1,140.02	17089568
07/01/2025	svcreimb	New Acct Fee (5/1/2025 - 5/31/2025)	15.00		1,155.02	17173560
07/02/2025		chk# Flex - 5809351 Flex Receipt - YA0963058707716		1,155.02	0.00	5677985
08/01/2025	pestreim	Pest Reimb (6/5/2025 - 6/30/2025)	1.00		1.00	17316155
08/01/2025	svcreimb	Util Admin Fee (6/5/2025 - 6/30/2025)	4.65		5.65	17316440
08/01/2025	trshreim	Trash Reimb (6/5/2025 - 6/30/2025)	27.70		33.35	17316734
08/01/2025	ts-e/g	Elect Gas Recovery (6/5/2025 - 6/30/2025)	17.30		50.65	17317019
08/01/2025	wtrswr	Water (6/5/2025 - 6/30/2025)	18.35		69.00	17318396
08/01/2025	wtrswr	Sewer (6/5/2025 - 6/30/2025)	33.63		102.63	17318397
08/01/2025	wtrswr	Water Base (6/5/2025 - 6/30/2025)	1.91		104.54	17318398
08/01/2025	wtrswr	Sewer Base (6/5/2025 - 6/30/2025)	6.84		111.38	17318399
08/01/2025	wtrswr	Stormwater (6/5/2025 - 6/30/2025)	4.44		115.82	17318400
08/01/2025	ldamwaw	Landlord Damage Waiver Fee (08/2025)	18.00		133.82	17403390
08/01/2025	rent	Rent (08/2025)	1,132.00		1,265.82	17403391
08/01/2025	rp_depA	RealPage-Deposit A (08/2025)	29.00		1,294.82	17403392
08/06/2025	late	Late Fee, 8% of \$1132.000000	90.56		1,385.38	17440866
08/26/2025		chk# 40221058908221 :CHECKscan Payment - 22105890822		450.00	935.38	5765396
09/01/2025	pestreim	Pest Reimb (7/1/2025 - 7/31/2025)	1.00		936.38	17538602
09/01/2025	svcreimb	Util Admin Fee (7/1/2025 - 7/31/2025)	4.65		941.03	17538881
09/01/2025	trshreim	Trash Reimb (7/1/2025 - 7/31/2025)	31.17		972.20	17539170
09/01/2025	ts-e/g	Elect Gas Recovery (7/1/2025 - 7/31/2025)	16.43		988.63	17539449
09/01/2025	wtrswr	Water (7/1/2025 - 7/31/2025)	25.09		1,013.72	17540754
09/01/2025	wtrswr	Sewer (7/1/2025 - 7/31/2025)	40.50		1,054.22	17540755
09/01/2025	wtrswr	Water Base (7/1/2025 - 7/31/2025)	2.20		1,056.42	17540756
09/01/2025	wtrswr	Sewer Base (7/1/2025 - 7/31/2025)	7.90		1,064.32	17540757
09/01/2025	wtrswr	Stormwater (7/1/2025 - 7/31/2025)	5.14		1,069.46	17540758
09/01/2025	ldamwaw	Landlord Damage Waiver Fee (09/2025)	18.00		1,087.46	17624172
09/01/2025	rent	Rent (09/2025)	1,132.00		2,219.46	17624173
09/01/2025	rp_depA	RealPage-Deposit A (09/2025)	29.00		2,248.46	17624174
09/02/2025		chk# 40221058909526 :CHECKscan Payment - 22105890952		500.00	1,748.46	5796938
09/06/2025	late	Late Fee, 8% of \$1132.000000	90.56		1,839.02	17660807
09/19/2025		chk# 40221058912928 :CHECKscan Payment - 22105891292		800.00	1,039.02	5821138
09/29/2025		chk# 40221058914620 :CHECKscan Payment - 22105891462		700.00	339.02	5830958
10/01/2025	ldamwaw	Landlord Damage Waiver Fee (10/2025)	18.00		357.02	17750927
10/01/2025	rent	Rent (10/2025)	1,132.00		1,489.02	17750928
10/01/2025	rp_depA	RealPage-Deposit A (10/2025)	29.00		1,518.02	17750929
10/01/2025	pestreim	Pest Reimb (8/1/2025 - 8/31/2025)	1.00		1,519.02	17834494

10/01/2025	svcreimb	Util Admin Fee (8/1/2025 - 8/31/2025)	19WS-CV-26-808	4.65		1,523.67	17834783
10/01/2025	trshreim	Trash Reimb (8/1/2025 - 8/31/2025)		31.17		1,554.84	17834783
10/01/2025	ts-e/g	Elect Gas Recovery (8/1/2025 - 8/31/2025)		14.27		1,569.11	17834783
10/01/2025	wtrswr	Water (8/1/2025 - 8/31/2025)		23.74		1,592.85	17836629
10/01/2025	wtrswr	Sewer (8/1/2025 - 8/31/2025)		39.93		1,632.78	17836630
10/01/2025	wtrswr	Water Base (8/1/2025 - 8/31/2025)		2.20		1,634.98	17836631
10/01/2025	wtrswr	Sewer Base (8/1/2025 - 8/31/2025)		7.90		1,642.88	17836632
10/01/2025	wtrswr	Stormwater (8/1/2025 - 8/31/2025)		5.36		1,648.24	17836633
10/06/2025	late	Late Fee, 8% of \$1132.000000		90.56		1,738.80	17876340
10/27/2025		chk# 0001 :CHECKscan Payment - 001			500.00	1,238.80	5881262
11/01/2025	pestreim	Pest Reimb (9/1/2025 - 9/30/2025)		1.00		1,239.80	17970505
11/01/2025	svcreimb	Util Admin Fee (9/1/2025 - 9/30/2025)		4.65		1,244.45	17970779
11/01/2025	trshreim	Trash Reimb (9/1/2025 - 9/30/2025)		47.94		1,292.39	17971062
11/01/2025	ts-e/g	Elect Gas Recovery (9/1/2025 - 9/30/2025)		15.17		1,307.56	17971336
11/01/2025	wtrswr	Water (9/1/2025 - 9/30/2025)		23.76		1,331.32	17972522
11/01/2025	wtrswr	Sewer (9/1/2025 - 9/30/2025)		41.11		1,372.43	17972523
11/01/2025	wtrswr	Water Base (9/1/2025 - 9/30/2025)		2.20		1,374.63	17972524
11/01/2025	wtrswr	Sewer Base (9/1/2025 - 9/30/2025)		7.90		1,382.53	17972525
11/01/2025	wtrswr	Stormwater (9/1/2025 - 9/30/2025)		5.04		1,387.57	17972526
11/01/2025	ldamwv	Landlord Damage Waiver Fee (11/2025)		18.00		1,405.57	18055702
11/01/2025	rent	Rent (11/2025)		1,132.00		2,537.57	18055703
11/01/2025	rp_depA	RealPage-Deposit A (11/2025)		29.00		2,566.57	18055704
11/06/2025	late	Late Fee, 8% of \$1132.000000		90.56		2,657.13	18090153
11/06/2025		chk# 317108107 Credit Card On-Line Payment ; Mobile Web - Resident Services			1,387.57	1,269.56	5920089
11/21/2025		chk# 0002 :CHECKscan Payment - 002			500.00	769.56	5937060
12/01/2025	ldamwv	Landlord Damage Waiver Fee (12/2025)		18.00		787.56	18180410
12/01/2025	rent	Rent (12/2025)		1,132.00		1,919.56	18180411
12/01/2025	rp_depA	RealPage-Deposit A (12/2025)		29.00		1,948.56	18180412
12/01/2025	pestreim	Pest Reimb 9/30/2025 - 10/31/2025		1.00		1,949.56	18245873
12/01/2025	wtrswr	Water Base 9/30/2025 - 10/31/2025		2.20		1,951.76	18245875
12/01/2025	wtrswr	Stormwater 9/30/2025 - 10/31/2025		2.48		1,954.24	18245877
12/01/2025	wtrswr	Stormwater 9/30/2025 - 10/31/2025		2.70		1,956.94	18245879
12/01/2025	svcreimb	svcreimb* for 9/30/2025 - 10/31/2025		4.65		1,961.59	18245880
12/01/2025	wtrswr	Sewer Base 9/30/2025 - 10/31/2025		7.90		1,969.49	18245882
12/01/2025	ts-e/g	Elect Gas Recovery 9/30/2025 - 10/31/2025		15.32		1,984.81	18245883
12/01/2025	wtrswr	Water 9/30/2025 - 10/31/2025		21.47		2,006.28	18245885
12/01/2025	wtrswr	Sewer 9/30/2025 - 10/31/2025		39.42		2,045.70	18245887
12/01/2025	trshreim	Trash Reimb 9/30/2025 - 10/31/2025		48.09		2,093.79	18245890
12/06/2025	late	Late Fee, 8% of \$1132.000000		90.56		2,184.35	18315293
01/01/2026	pestreim	Pest Reimb 10/31/2025 - 11/30/2025		1.00		2,185.35	18386927
01/01/2026	wtrswr	Water Base 10/31/2025 - 11/30/2025		2.20		2,187.55	18386928
01/01/2026	wtrswr	Stormwater 10/31/2025 - 11/30/2025		2.50		2,190.05	18386931
01/01/2026	wtrswr	Stormwater 10/31/2025 - 11/30/2025		2.70		2,192.75	18386932
01/01/2026	svcreimb	svcreimb* for 10/31/2025 - 11/30/2025		4.65		2,197.40	18386933
01/01/2026	wtrswr	Sewer Base 10/31/2025 - 11/30/2025		7.90		2,205.30	18386935
01/01/2026	ts-e/g	Elect Gas Recovery 10/31/2025 - 11/30/2025		19.62		2,224.92	18386936
01/01/2026	wtrswr	Water 10/31/2025 - 11/30/2025		21.71		2,246.63	18386938
01/01/2026	trshreim	Trash Reimb 10/31/2025 - 11/30/2025		36.08		2,282.71	18386939
01/01/2026	wtrswr	Sewer 10/31/2025 - 11/30/2025		39.84		2,322.55	18386942
01/01/2026	ldamwv	Landlord Damage Waiver Fee (01/2026)		18.00		2,340.55	18493277
01/01/2026	rent	Rent (01/2026)		1,132.00		3,472.55	18493278
01/01/2026	rp_depA	RealPage-Deposit A (01/2026)		29.00		3,501.55	18493279
01/06/2026	late	Late Fee, 8% of \$1132.000000		90.56		3,592.11	18526742
01/13/2026	legalfee	Eviction fees		455.00		4,047.11	18535864
01/19/2026		chk# 40221120870962 :CHECKscan Payment - 22112087096			200.00	3,847.11	6044080
01/19/2026		chk# 1094 :CHECKscan Payment - 109400765067			200.00	3,647.11	6044081
01/19/2026		chk# 82921769 :CHECKscan Payment - Emergency assistant check State of MN			4,047.11	(400.00)	6044083
02/01/2026	pestreim	Pest Reimb 11/30/2025 - 12/31/2025		1.00		(399.00)	18587090
02/01/2026	wtrswr	Water Base 11/30/2025 - 12/31/2025		2.20		(396.80)	18587091
02/01/2026	wtrswr	Stormwater 11/30/2025 - 12/31/2025		2.51		(394.29)	18587092
02/01/2026	wtrswr	Stormwater 11/30/2025 - 12/31/2025		2.73		(391.56)	18587093
02/01/2026	svcreimb	svcreimb* for 11/30/2025 - 12/31/2025		4.65		(386.91)	18587094

02/01/2026	wtrswr	Sewer Base 11/30/2025 - 12/31/2025	19WS-CV-26-808	7.90		(379.01)	18587098
02/01/2026	wtrswr	Water 11/30/2025 - 12/31/2025		22.48		(356.53)	18587097
02/01/2026	ts-e/g	Elect Gas Recovery 11/30/2025 - 12/31/2025		23.77		(332.76)	18587097
02/01/2026	trshreim	Trash Reimb 11/30/2025 - 12/31/2025		38.81		(293.95)	18587098
02/01/2026	wtrswr	Sewer 11/30/2025 - 12/31/2025		40.91		(253.04)	18587099
02/01/2026	ldamwav	Landlord Damage Waiver Fee (02/2026)		18.00		(235.04)	18696089
02/01/2026	rent	Rent (02/2026)		1,132.00		896.96	18696090
02/01/2026	rp_depA	RealPage-Deposit A (02/2026)		29.00		925.96	18696091
02/01/2026		chk# Flex - 8405090 Flex Receipt - YA4979809183691			925.96	0.00	6077180
03/01/2026	ldamwav	Landlord Damage Waiver Fee (03/2026)		18.00		18.00	18798925
03/01/2026	rent	Rent (03/2026)		1,132.00		1,150.00	18798926
03/01/2026	rp_depA	RealPage-Deposit A (03/2026)		29.00		1,179.00	18798927
03/01/2026	pestreim	Pest Reimb 12/31/2025 - 1/31/2026		1.00		1,180.00	18848642
03/01/2026	wtrswr	Water Base 12/31/2025 - 1/31/2026		2.20		1,182.20	18848643
03/01/2026	wtrswr	Stormwater 12/31/2025 - 1/31/2026		2.51		1,184.71	18848644
03/01/2026	wtrswr	Stormwater 12/31/2025 - 1/31/2026		2.73		1,187.44	18848645
03/01/2026	svcreimb	svcreimb* for 12/31/2025 - 1/31/2026		4.65		1,192.09	18848646
03/01/2026	wtrswr	Sewer Base 12/31/2025 - 1/31/2026		7.90		1,199.99	18848647
03/01/2026	wtrswr	Water 12/31/2025 - 1/31/2026		22.53		1,222.52	18848648
03/01/2026	ts-e/g	Elect Gas Recovery 12/31/2025 - 1/31/2026		36.58		1,259.10	18848649
03/01/2026	wtrswr	Sewer 12/31/2025 - 1/31/2026		41.14		1,300.24	18848650
03/01/2026	trshreim	Trash Reimb 12/31/2025 - 1/31/2026		47.46		1,347.70	18848651
03/06/2026	late	Late Fee, 8% of \$1132.000000		90.56		1,438.26	18925565
04/01/2026	pestreim	Pest Reimb 1/31/2026 - 2/28/2026		1.00		1,439.26	18983729
04/01/2026	wtrswr	Water Base 1/31/2026 - 2/28/2026		2.36		1,441.62	18983730
04/01/2026	wtrswr	Stormwater 1/31/2026 - 2/28/2026		2.63		1,444.25	18983731
04/01/2026	wtrswr	Stormwater 1/31/2026 - 2/28/2026		2.90		1,447.15	18983732
04/01/2026	svcreimb	svcreimb* for 1/31/2026 - 2/28/2026		4.65		1,451.80	18983733
04/01/2026	wtrswr	Sewer Base 1/31/2026 - 2/28/2026		8.64		1,460.44	18983734
04/01/2026	wtrswr	Water 1/31/2026 - 2/28/2026		24.84		1,485.28	18983735
04/01/2026	trshreim	Trash Reimb 1/31/2026 - 2/28/2026		41.41		1,526.69	18983736
04/01/2026	ts-e/g	Elect Gas Recovery 1/31/2026 - 2/28/2026		46.07		1,572.76	18983737
04/01/2026	wtrswr	Sewer 1/31/2026 - 2/28/2026		46.49		1,619.25	18983738
04/01/2026	ldamwav	Landlord Damage Waiver Fee (04/2026)		18.00		1,637.25	19089411
04/01/2026	rent	Rent (04/2026)		1,132.00		2,769.25	19089412
04/01/2026	rp_depA	RealPage-Deposit A (04/2026)		29.00		2,798.25	19089413
04/06/2026	late	Late Fee, 8% of \$1132.000000		90.56		2,888.81	19123780
05/01/2026	ldamwav	Landlord Damage Waiver Fee (05/2026)		18.00		2,906.81	19204376
05/01/2026	rent	Rent (05/2026)		1,132.00		4,038.81	19204377
05/01/2026	rp_depA	RealPage-Deposit A (05/2026)		29.00		4,067.81	19204378
05/01/2026	pestreim	Pest Reimb 2/28/2026 - 3/31/2026		1.00		4,068.81	19257675
05/01/2026	wtrswr	Water Base 2/28/2026 - 3/31/2026		2.36		4,071.17	19257677
05/01/2026	wtrswr	Stormwater 2/28/2026 - 3/31/2026		2.60		4,073.77	19257678
05/01/2026	wtrswr	Stormwater 2/28/2026 - 3/31/2026		2.84		4,076.61	19257679
05/01/2026	svcreimb	svcreimb* for 2/28/2026 - 3/31/2026		4.65		4,081.26	19257680
05/01/2026	wtrswr	Sewer Base 2/28/2026 - 3/31/2026		8.64		4,089.90	19257681
05/01/2026	wtrswr	Water 2/28/2026 - 3/31/2026		22.47		4,112.37	19257682
05/01/2026	ts-e/g	Elect Gas Recovery 2/28/2026 - 3/31/2026		39.81		4,152.18	19257683
05/01/2026	wtrswr	Sewer 2/28/2026 - 3/31/2026		42.62		4,194.80	19257684
05/01/2026	trshreim	Trash Reimb 2/28/2026 - 3/31/2026		46.23		4,241.03	19257685
05/05/2026	conc-one	Court settlement one time concession		(888.81)		3,352.22	19323859
05/06/2026	late	Late Fee, 8% of \$1132.000000		90.56		3,442.78	19325982
05/11/2026		chk# 40221212683535 :CHECKscan Payment - 22121268353			600.00	2,842.78	6253901
05/11/2026		chk# 40221212683526 :CHECKscan Payment - 22121268352			500.00	2,342.78	6253902
05/11/2026		chk# 40221250821350 :CHECKscan Payment - 22125082135			900.00	1,442.78	6253903
06/01/2026	pestreim	Pest Reimb 3/31/2026 - 4/30/2026		1.00		1,443.78	19384809
06/01/2026	wtrswr	Water Base 3/31/2026 - 4/30/2026		2.36		1,446.14	19384811
06/01/2026	wtrswr	Stormwater 3/31/2026 - 4/30/2026		2.54		1,448.68	19384812
06/01/2026	wtrswr	Stormwater 3/31/2026 - 4/30/2026		2.84		1,451.52	19384814
06/01/2026	svcreimb	svcreimb* for 3/31/2026 - 4/30/2026		4.65		1,456.17	19384815
06/01/2026	wtrswr	Sewer Base 3/31/2026 - 4/30/2026		8.64		1,464.81	19384817
06/01/2026	ts-e/g	Elect Gas Recovery 3/31/2026 - 4/30/2026		23.96		1,488.77	19384818

06/01/2026	wtrswr	Water 3/31/2026 - 4/30/2026	24.77		1,513.54	19384808
06/01/2026	trshreim	Trash Reimb 3/31/2026 - 4/30/2026	32.65		1,546.19	19384808
06/01/2026	wtrswr	Sewer 3/31/2026 - 4/30/2026	44.69		1,590.88	19384808
06/01/2026	ldamwav	Landlord Damage Waiver Fee (06/2026)	18.00		1,608.88	19490003
06/01/2026	rent	Rent (06/2026)	1,132.00		2,740.88	19490004
06/01/2026	rp_depA	RealPage-Deposit A (06/2026)	29.00		2,769.88	19490005
06/06/2026	late	Late Fee, 8% of \$1132.000000	90.56		2,860.44	19528979

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State of Minnesota
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