Apartment or Residence

Address:____

POLICIES

AND

RULES & REGULATIONS

of

SON PROPERTIES, INC.

1207 East 15TH

P.O. Box 1177

Ada, Oklahoma 74821

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1. <u>INTRODUCTION.</u>

SON Properties, Inc. is proud of the properties we manage and we will strive to maintain their class appearance and reputation for the enjoyment of all tenants.

We have developed consistent policies applicable to all of our managed properties and for all of our lessees, so that each lessee might enjoy their leased property to the fullest extent possible. These policies are necessary to maintain a degree of order around the properties, as well as to establish certain regulations for the management of these properties.

We will make every effort to correct any deficiencies or to make any repairs in a prompt and timely manner. It would be most helpful if tenants would notify us as soon as any problems or deficiencies develop within or around the tenant's leased apartment or residence, so that we can take the appropriate corrective action before further trouble or damage results.

Tenants may contact us by calling our office (580-436-4460) or by leaving a written notice at the office at 1207 East 15th Street, Terrace Gardens Apartment office, or by emailing us at dolehelpline@att.net. Tenant cooperation in limiting routine notifications and requests to regularly scheduled business hours would be most appreciated. On the other hand, if an urgent situation or an emergency should arise, do not hesitate to let us know about this situation immediately. Of course, email notices can be sent to us at any time, but these emails are reviewed only during regular business hours.

LEASE POLICY.

All lease agreements are written for a period of not less than six (6) months. Tenant have agreed to pay the lease fee set forth in the lease agreement on or before the first day of each month. The rent charges begin at the time the lease is signed and occupancy can only begin when the lease has been accepted by SON Properties, Inc. Leases do not begin until full first payment is received in

accordance with the lease agreement and a fully executed lease agreement contract is received in the SON Properties, Inc. offices.

The first month's lease is to be paid with the signing of the lease. All subsequent lease payments must be made by the first of the month and delivered to our office at 1207 East 15th, or mailed to P.O. Box 1177, Ada, Oklahoma 74821, for receipt by the first of the month. Please make checks payable to SON Properties, Inc.

A prorated estimate of the first month's rent based upon the time of occupancy will be made so that rent will be due thereafter on the first day of each month. This prorated estimate will be due with the first month's rent, in advance, before occupancy.

Lease payments, various fees, and security deposits should be paid with separate checks. Cash is not acceptable. Partial payments, post-dated checks, third party checks, credit cards/debit cards and foreign currency are not accepted.

LATE CHARGES.

Beginning April 1, 2012, each monthly lease payment must be received in SON's office (DOLE Enterprises, LLC) in Ada by personal or corporate check on or before the first day of each month. Payments received on the 2nd day of the month and thereafter will be deemed late payments and a Late-Payment Penalty Fee will be assessed. The Late-Payment Fee will be five dollars (\$5.00) per day for each day the payment is overdue when received, including the day of receipt of payment.

Cash, partial payments of the monthly lease, three-party checks, double-endorsed checks, credit and debit cards, and post-dated checks will not be accepted in payment for the monthly lease. Cashier's checks, certified checks, money orders, and other negotiable instruments will be considered for payment.

If any check issued by the tenant for lease or deposit payment to Son Properties, Inc. is returned by the bank for any reason, the tenant shall pay an additional \$25.00 charge; no future personal checks will be accepted; all future lease payments must be made by cashier's or certified check, money order, or other negotiable instrument.

If and whenever lease payments become 10 days delinquent, tenant will be in default on tenant's lease agreement and will be required to vacate the premises immediately. Payment of lease and late charges will be required. Ten days' delinquency voids the lease, and we will not agree to any further lease with such delinquent tenants.

If the monthly lease remains unpaid beyond ten (10) days, you will be considered in default of the Lease Agreement, and SON will instruct legal counsel to pursue all its legal remedies including eviction. SON Properties, Inc. will take possession of tenant's premises on the 10th day the lease is past due and will institute formal eviction proceedings. If tenant's lease payment is 10 days overdue, tenant waive any exemptions and notice requirements and agree that agents of SON Properties, Inc. may remove tenant's personal property from the premises and hold the same as security until all lease payments and penalties are paid in full. Tenant agrees to hold the agents of SON Properties, Inc. harmless in the event personal property is damaged or lost in its removal from the premises as a result of tenant's default of payment of lease.

If you have any questions or concerns, please do not hesitate to contact me by telephone, by email (dolehelpline@att.net), or stop by our office.

SECURITY DEPOSITS.

Upon the signing of the lease agreement, tenant will deposit with SON Properties, Inc. an agreed upon sum for a Security and Cleaning Deposit, which will be held and returned when tenant

vacate the premises under the conditions described below. The purpose of this Security and Cleaning Deposit is to provide some protection against financial loss resulting from misuse of the apartment and its furnishings, insufficient notice to vacate (30 days required), and cleaning expenses.

The deposit will be refunded only after each and all of the following conditions have been met and after the appropriate deductions, if any, have been made from the Security Deposit. So that tenant have a clear understanding of the Security and Cleaning Deposit's purpose, the following guide is used by SON Properties, Inc, in its discretion, to determine the amount of refund that is due upon termination of the lease and the tenant's departure and vacating the premises:

The apartment and appliances are left clean and ready for use. The cleanliness and readiness of the apartment for subsequent renting will be determined by SON Properties, Inc. personnel. Any cleaning costs to return the apartment to rental readiness will be deducted from the Security and Cleaning Deposit. The amount of time, if any, that must be devoted to cleaning tenant's apartment or residence upon vacating will be charged to tenant consisting of cleaning services and other expenses related to

- (a) the tenant's leasehold borne by SON Properties, Inc. Cleaning of ovens, oven racks, surface burners, plumbing fixtures, bathroom fixtures, kitchen sinks, etc. usually require substantial time in readying an apartment for lease. Cleaning of these items is the tenant's responsibility and should be done before vacating in order to eliminate these expenses charged to the Security Deposit.
- (b) There should be no damage to the apartment or residence or to any of its furnishings beyond normal wear and tear. For carpets, we consider wear and

packing of the carpet nap in the traffic areas as normal wear and tear; bum holes and stains are not considered normal wear and tear, and tenant will be charged for remedial work, repair, or replacement. Holes, stains, and other damage to draperies, window blinds, upholstery, and wall coverings are not considered normal wear and tear, and repair or replacement will be charged to the vacating tenant's Security Deposit.

(c) We expect a few and reasonable number of small nail holes in the wall for picture hanging and consider this normal wear and tear. The judgment of the SON Properties, Inc. representative in this regard is final. Tenant should first check with SON Properties, Inc. about drilling holes into the walls. Nothing is to be hung from the ceiling and no holes should be made in the ceiling. Unusual damage or marring of the walls due to the movement of furniture and tenant carelessness is not considered normal wear and tear.

The expenses required to repair or replace damages detected by SON Properties, Inc. will be deducted from this security deposit at the discretion of SON Properties, Inc. Example of these damages include, but are not limited to defacement of the walls, windows, and screens, unusual number or size of nail puncture holes, broken glass, defacement of the furniture surfaces, and appliance damage.

The tenant should make an inspection of the premises before occupancy and note specifically on the lease agreement any breakage or damage to the furnishings, the interior, or the appliances. The tenant should look for any damage such as tears,

burned holes, or spots, etc. immediately upon occupying the apartment or residence. Any prior damages should be call to the attention of the SON Properties, Inc. representatives at that time so that these damaged areas can be noted on the Agreement for the tenant to avoid being charged for these damages later.

A final inspection of the apartment or residence will be made by representatives of SON Properties, Inc. after the tenant vacates. Any repair costs necessary to return the apartment or residence to lease readiness or to repair any damage beyond normal wear and tear will be deducted from the security deposit.

The tenant's failure to fulfill the six (6) month lease and/or failure to give SON Properties, Inc. thirty (30) days notice before vacating the premises will result in forfeiture of the Security Deposit.

SON Properties, Inc. promotes a healthful No-Smoking Policy for all its residential rentals. Tenants and their guests who choose to ignore DOLE's No-Smoking Policy will any of all of the balance of the Security Deposit, upon termination of the lease and vacating the apartment or residence, for deepcleaning and deodorizing services to restore the leased premises to its non-smoking condition for the next tenant. Evidence of violation of the No-Smoking Policy includes smoke odor, smoking debris, and damage.

The Security Deposit shall not act to limit tenant's liability in the event that the damage done by tenant or

his/her guests exceeds the amount of the Security Deposit.

The Security Deposit will not be considered or used as payment for terminal rent charges at the conclusion of tenant's occupancy.

Tenant's forwarding address must be left with SON Properties, Inc. His/her Security Deposit, less applicable charges, will be mailed to tenant within 30 days of tenant's vacancy.

If a tenant has any other questions concerning the Security and Cleaning Deposit, SON Properties representatives welcome the opportunity to discuss them with the tenant.

UTILITIES.

Many apartments or residences differ from one another in terms of required utility payments by the tenant. The tenant's responsibility for payment of the utilities will be specifically noted in the lease agreement by specific designations for payment of electricity charges, gas charges, water charges, and cablevision charges. Tenant is solely responsible for initiating utility services at the beginning of the lease and terminating the utility service at the conclusion or termination of the lease.

The contact information for the utilities is listed below:

Electric - OG&E Tel. 800-522-0280 Gas - Center Point Energy ARKLA Tel. 866-275-5265

Water - Ada City Utilities Tel. 436-8140 (210 West 13th) - Cable One Tel. 332-8333 (1610 Arlington)-

DAMAGES.

The tenant is responsible for any and all injury or damages done to leased premises or to the buildings and grounds or to any and all property of the owner or other tenants. We recommend that the tenant obtain personal property insurance and personal liability insurance. SON PROPERTIES, INC. AND ITS AFFILIATES CARRY NO INSURANCE ON TENANT'S PERSONAL PROPERTY AND ARE NOT LIABLE FOR ANY DAMAGES OR LOSS OF TENANT'S PERSONAL PROPERTY.

SON Properties, Inc. and its affiliates will not be liable to the tenant, or to any person claiming through tenant, for any injury or loss or damages to the tenant or any person related to tenant in any way from any cause.

SON Properties, Inc. makes every attempt to complete repairs to the leased premises as quickly as possible. If the tenant chooses not to stay in the leased premises while repair work is being completed, SON Properties, Inc. will prorate the rent per day and reimburse the tenant. SON Properties, Inc. cannot and will not be responsible for the expense of housing the tenant at an alternate location.

The Tenant must give immediate notice to SON Properties, Inc. of any accident or injury to any person, or any damage to the premises or furnishings.

RULES AND REGULATIONS.

The tenant is provided one assigned parking space in the parking area. The tenant will park his/her car only in the assigned space. Visitors are not allowed to park in spaces assigned to others. There are other assigned spaces for the use of visitors at each apartment.

Some apartments or residences do not have assigned parking places; under these circumstances, tenants are expected to be co-operative with other tenants and not allow visitors to park in spaces usually reserved for tenants.

Tenants will not obstruct the driveway with his/her or visitors' parked cars. Any cars parked in entryways, no-parking zones, or other designated no-parking spaces will be subject to

being towed at the owner's expense. Tenant will not park boats, trailers, large trucks, vans, motorcycles, or any type of towed vehicles on or about the premises. Cars or trucks are not to be parked on grass or yards. No washing of automobiles is allowed on any of the properties managed by SON Properties, Inc. Inoperative vehicles will be not be allowed to remain on the grounds and will be removed at the vehicle owner's expense.

No signs, advertisements, or notices shall be affixed to or visible from the outside of any of the properties managed by SON Properties, Inc. Satellite dishes, aerials of any kind, or any other appurtenances will not be allowed to be temporarily or permanently fixed to any leased building managed by SON Properties, Inc.

The use of gas, charcoal or other grills in the apartments or on the stairwells is absolutely prohibited. Grills of any kind, barbeque cookers, and open flames from any appliance or device are strictly prohibited inside the residences or apartments; these devices are not allowed on porches, landings, stairwells, or walkways at any time. Using any of these devices in these locations will constitute a default on the lease contract and be grounds for termination of the occupancy rights of the tenant. These devices are not to be stored on stairs, landings, porches, or within any of the apartments or residences.

Tenant will be held responsible for utilities bills and repair/replacement bills which are a result of carelessness on the tenant's part.

Tenant will close all windows and doors during rain, sleet, snow, and high winds. If damage results from tenant's failure to close the windows and doors, tenant will pay for all resulting damages.

Any unusual noise, activity, musical instrument, or improper conduct which is a nuisance or disturbance to the other tenants or to SON Properties, Inc. will result in the termination of

tenant's lease agreement, and tenant will be required to vacate the premises within forty-eight (48) hours.

No decoration within or outside shall be done by tenant. If a tenant desires additional telephone, electrical, cable-television connections, or other internet-service connections, SON Properties Inc. will direct and approve such installation that it believes to be appropriate; for all special installations, tenant shall pay all the costs for telephone, television, electrical, or internet connections. No signage of any kind on the buildings or grounds of the apartments or residences is allowed unless specifically permitted by and in written consent from representatives of SON Properties, Inc.

No additional locks shall be attached to any door except with the written consent of SON Properties, Inc. All keys will be surrendered when the tenant vacates the premises and tenant's lease will terminate at that time. A charge of \$10.00 per unreturned key will be made.

We require that the names of all individuals who are occupying these premises on a regular basis be registered with SON Properties, Inc. office as part of the initial lease contract. Additional individuals occupying the leased premises for more than three consecutive nights must obtain the consent of SON Properties, Inc.; failure to obtain consent from SON Properties, Inc. for these additional occupants constitutes grounds for termination of the lease contract.

SON Properties, Inc. agents and representatives shall have the right at all reasonable times to enter the leased premises and inspect or repair the premises and to show the premises to prospective tenants or purchasers. SON Properties, Inc. agents and representatives shall have the right to enter the premises under exigent circumstances and under emergency circumstances when injury to tenants seems likely or in the interest of safety for the tenant or to address potential and real damages to real and personal property.

No window or glass doors shall be covered or obstructed.

No pets of any description will be permitted on the premises at any time unless specific written permission is obtained from SON Properties, Inc representatives prior to bringing the animals onto the grounds or into the apartment or residences. See Pet Policy and Tenant Agreement for Leased Properties of DOLE Enterprises, LLC.

No water beds will be allowed in any apartment at any time under any circumstances.

If tenant should abandon or vacate the premises leaving personal property behind, this property shall be considered abandoned and tenant shall have no further right or claim to the abandoned property.

Tenant will not interfere in any manner with the heating, air conditioning, appliances, or lighting fixtures in or about the leased premises.

Tenant shall not store or allow to be stored any things on the outside of tenant's apartments. No gas-powered vehicles shall be stored inside premises. The walks and stairways shall not be obstructed in any manner.

All trash and garbage shall be disposed of in the manner prescribed by the City of Ada and deposited into the containers provided on the grounds for trash. No litter should be swept from the premises into the halls or porches; nothing shall be emptied from the windows and balconies; nothing should be hung from windows or placed on window sills. No article, TV antenna, or other property or device shall be suspended or protruded outside the building or placed on window sills.

Tenants are respectfully reminded that there are nearby neighbors, and tenants should conduct themselves so as not to be unpleasant, objectionable, disturbing, or disquieting to others nearby. Absolute quiet must prevail in all apartments, and no musical instruments or

loudspeakers are to be played between the hours of 11:00 P.M. and 7:00 A.M. At all times reasonable quiet must prevail.

SON Properties, Inc. reserves the right to make and to enforce such other reasonable rules and regulations as in their judgment may be deemed necessary or advisable to promote the safety, care, cleanliness, and orderliness of the premises.

In the event of the employment of an attorney by SON Properties, Inc. or the violation by tenant of any term or condition of this agreement, tenant shall pay such attorney's fees and other costs or expenses incurred by SON Properties, Inc. in the connection with these legal proceedings.

In the event that two unrelated individuals are occupying the premises, we will look to both individuals for the full and complete payment of the rent each month and will not accept partial payment from either for the rent charges. Both tenants will be held responsible for full payment of amounts due in the event collection proceedings ever prove necessary.

Any violation of these rules will be deemed sufficient cause for eviction. Unlawful or unreasonable conduct will give SON Properties, Inc. the right to require tenant to vacate the premises and to forfeit all rents and deposits previously paid.

REPAIRS.

All requests for maintenance or repairs must be reported to the office of SON Properties, Inc. No maintenance or repair work should be performed without authorization from the Property Manager of SON Properties, Inc.

In order to reduce maintenance expenses, we recommend a few simple guidelines. Proper use of the disposal will prevent unnecessary maintenance and costly service calls. Do not load the disposal before turning it on. When using the disposal, first turn the cold water on forcefully, then turn on the disposal and gradually feed waste into the disposal. Do not use metal

instruments to load disposal. Let disposal and water run for about 30 seconds after all garbage has disappeared to clear the lines completely. Do NOT put grease down the disposal or sink drains. Celery, onions, lettuce, com silks, seeds, pasta, potato peels, or peels from fruits and other vegetables should never be put in the kitchen disposal.

Do <u>NOT</u> put <u>ANY</u> sanitary products, such as feminine pads or tampons, down the toilet. If it is necessary to call the Roto Rooting Company or to provide other repair service because of improper use of appliances or plumbing or other tenant negligence, tenant will be charged for the service rendered.

Clean lint traps on washer and dryer after each use.

Contact the SON Properties, Inc. office for a new filter for the A/C units in the apartments and residences once each month.

Do not use bulbs greater than 60 watt in light fixtures. Using bulbs in excess of 60 watts can be a fire hazard. Tenants will be responsible for all damages resulting from excess wattage bulbs placed in the apartment or residence.

LOCK-OUTS.

Use of SON Properties, Inc.'s master key for the convenience of the tenant to enter his/her apartment or residence will require a \$5.00 cash-advance payment during office hours, and a \$25 cash-advance payment after office hours.