

## **RULES AND REGULATIONS**

| LESSEE(s):        |  |
|-------------------|--|
| Premises Address: |  |

These Rules and Regulations are incorporated into LESSEE's Lease Agreement. If there is any conflict between the terms and conditions of the Rules and Regulations and those contained in the Lease Agreement, the terms and conditions of the Rules and Regulations shall be controlling.

- <u>1.</u> <u>DEFINITION OF LESSEE</u>: The term LESSEE is defined broadly and includes all persons named in the Lease Agreement, all occupants, their family members, guests, invitees and/or others under their control.
- 2. CONDUCT TOWARDS LESSOR: LESSEE's conduct toward LESSOR is to be reasonable and respectful. LESSEE shall not harass LESSOR or those acting on behalf of LESSOR, such as staff members, agents, subcontractors, or vendors. Verbal, written, electronic or physical communications with the intent to frighten, intimidate, threaten, abuse, harass, and/or using profane obscene or lewd language are prohibited. LESSEE shall not interfere with LESSOR's management of the rental property. Nothing in this section authorizes LESSOR to terminate the tenancy of LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is the victim, as defined in Wiis. Stat. § 950.02(4), of that crime.
- 3. <u>COMMUNICATION</u>: LESSEE understands that LESSOR will use LESSEE's provided phone number for calls and text messaging, and email addresses as methods to communicate. Most communication from LESSOR will be via email, and it is LESSEE's responsibility to check email frequently. It is the responsibility of LESSEE to ensure the LESSOR always has LESSEE's most current phone numbers and email addresses. LESSEE agrees to regularly and thoroughly check email junk/spam folders for any communications from LESSOR.
- 4. RIGHT TO ENTER: LESSOR may at any reasonable time, provided at least a 12-hour notice has been given, enter the Premises for the purpose of inspection, making repairs, showing the Premises to prospective tenants or purchasers, or for any other purpose authorized by law. LESSOR may enter without notice upon the consent or request of LESSEE for maintenance service or when a health or safety issue exists, or when LESSEE is absent from the Premises and LESSOR believes that entry is necessary to preserve or protect the Premises.
- **5. AFTER HOURS MAINTENANCE EMERGENCY**: Reporting an emergency shall be made via phone call to the after-hours emergency phone number provided by LESSOR. This service is for emergency purposes only. Emergencies include: (1) lack of heat, running water, or electricity, (2) large concentration of water and/or a large water leak, or (3) fire alarm and/or sprinklers going off.
- **6. QUIET TIME:** Quiet time runs from 10:00 p.m. to 8:00 a.m. every day. Objectionable noise including, but not limited to, musical instruments, stereos, radios, televisions, and surround sound systems are not to be played so loudly that they are objectionable to other Lessees or the LESSOR, regardless of the time of day. LESSEE understands that they live in a multi-occupant rental property where regular living noises may occur, regardless of the time of day.
- <u>7. SOCIAL GATHERINGS</u>: LESSEE may have sociable and friendly gatherings of people, provided such gatherings do not violate any Rules and Regulations, disrupt the quiet use and enjoyment of other Lessees and neighbors, or become obscene, or objectionable to LESSOR or others. LESSEE is responsible for the conduct of all guests, invitees, and others under LESSEE's control whenever they are visiting the rental property. Guests and invitees should not be in the rental property if LESSEE is not present. Nothing in this section authorizes LESSOR to terminate the tenancy of LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is the victim, as defined in Wiis. Stat. § 950.02(4), of that crime.
- 8. CRIMINAL ACTIVITY: LESSEE shall not engage in criminal activity or any other activity that disturbs others or damages the Premises or rental property. Nothing in this section authorizes LESSOR to terminate the tenancy of LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.
- 9. ILLEGAL DRUGS: No illegal drugs are permitted to be stored, used, or sold in the Premises or on the rental property. Nothing in the above sentence authorizes LESSOR to terminate the tenancy of LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.
- **10. LAUNDRY**: Laundry equipment in the rental property and in the Premises, if applicable, is to be used only between the hours of 8:00 a.m. and 10:00 p.m. LESSEE shall not do laundry except in rooms provided for that purpose.



- 11. USE OF COMMON AREAS: Loitering nor destruction in the rental property's hallways, stairwells, basements, parking structures, dumpsters, or other common areas is prohibited. All provisions, groceries, furniture, sleds, strollers, bicycles, boxes, or any other similar articles shall be taken in or removed through the doors of the buildings only, and all damage to the building caused by the moving or carrying of articles shall be paid by LESSEE upon demand, unless caused by the negligent actions or omissions of LESSOR. No personal property is permitted to be kept in any common areas, even if for a short time. Any damage to the front door of the Premises caused by LESSEE including, but not limited to, hanging decorations, signs, shall be paid by LESSEE upon demand. Rugs or mats placed outside of the entry door are only allowed if presentable and approved by LESSOR. The riding of bicycles, tricycles, skateboards, etc. inside the rental property, in basements, and/or in parking areas is not permitted. No personal property may be stored in halls, landings, and/or in basements or other common areas, except for in LESSEE's assigned apartment or storage space. Availability and use of the rental property's recreational facilities, landscaped areas, drives, walks, trails, other outdoor areas, lockers, storerooms, laundry facilities, and/or storage space in the building used by the LESSEE is furnished gratuitously and is not part of the Leased Premises. LESSOR shall not be responsible for any loss or damage to any personal property or injuries while LESSEE is using said area, unless caused by the negligent acts or omissions of LESSOR. LESSEE shall use these areas at their own risk.
- 12. OBSTRUCTION OF ENTRANCES: The streets, sidewalks, entrances to the building, or any rooms housing the mechanicals for the building shall not be obstructed in any way or used by LESSEE for any purpose other than for ingress or egress.
- 13. UNIT CLEANLINESS: LESSEE is required to maintain the Premises in a clean and habitable condition, determined at LESSOR's reasonable discretion.
- **14. LAWN/LANDSCAPING/SPRINKLER(S):** LESSEE is prohibited from tampering with the lawn, landscaping, and/or any facet of the sprinkler systems at any time.
- 15. PONDS: LESSEE and any animals are prohibited from entering any of the ponds located on the grounds at any time. Fishing in the ponds is also prohibited. Feeding of any wildlife is prohibited. Placing or throwing objects of any kind in the pond is prohibited.
- **16. RECREATIONAL WATER ITEMS**: No recreational water items, including but not limited to, swimming pools, hot tubs, water balloons, sprinklers, and slip and slides are permitted.
- <u>17.</u> <u>EXCESSIVE FURNITURE</u>: No standard, upright, or grand pianos, organs, fitness equipment, water beds, pool tables, or furniture of large and unusual dimensions or weight are permitted in the Premises without the prior written approval of LESSOR.
- **18. UTILITY SHUT OFFS**: In the event shut-off of any utility including, but not limited to, water, power, electric, gas, are shut off by the municipality or other provider, LESSEE has 24 hours from the time of shut off to have the utility turned back on or be in breach. Any damage incurred as a result of the shutting off of any utility will be the responsibility of LESSEE upon demand.
- **19. INDOOR AIR QUALITY / HUMIDITY**: It is LESSEE's responsibility to help control the indoor air quality and reduce humidity in the Premises. As such, LESSEE agrees to do the following:
  - a) Properly ventilate the Premises by using exhaust fans in bathrooms and above the stove.
  - b) Open windows, doors, and blinds as needed for ventilation and to reduce moisture.
  - c) Use a dehumidifier/air conditioner when necessary or as directed by LESSOR.
  - d) Routinely remove condensation from areas with excessive moisture.
  - e) Notify LESSOR of any water leaks. Failure to promptly report water intrusion to LESSOR may result in LESSEE being responsible for the associated damages.
  - f) Be mindful that any wet laundry, hanging or otherwise, can create excessive moisture and refrain from hanging or leaving wet laundry anywhere in the Premises.
  - g) Inform LESSOR immediately of any discoloration noticed anywhere in the Premises so that LESSOR can determine proper remedy.
- 20. PORCHES / PATIOS / BALCONIES: Porches, patios, and balconies shall not be used for any purpose other than a place to stand or sit. LESSEE shall not store any items or equipment other than normal outdoor furniture on the porch, patio, or balcony, examples include but are not limited to, animal waste or garbage. LESSEE is permitted to have one hammock or hanging type chair on the porch, patio, or balcony as long as it is free-standing and does not attach to any portion of the porch, patio, or balcony, and does not protrude beyond past the LESSEE's porch, patio, or balcony. Porches, patios, or balconies may not, by way of example and not by limitation, be used to hang clothing or rugs, or for storage of any kind, including, but not limited to, bicycles, workout equipment, garbage, garbage containers, strollers, wagons, toys, etc. Items or objects may not be thrown, dropped off, or lowered from any porch or balcony. No covering shall be installed on porch, patio, or balcony floors or railings. Any items on the porch, patio, or balcony are not to extend past the actual dimensions of the porch, patio, or balcony itself. This includes, but is not limited to, flowerpots, solar lights, hook hangers, wind chimes, shepherd hooks, or lawn ornaments, etc. LESSEE understands that items placed on a porch, patio, or balcony are not to be objectionable to other Lessees or the LESSOR. Potted plants are permitted on the porch, patio, or balcony if they do not cause damage, become unsightly or unseasonal, and must be stored elsewhere when not in season.



- 21. PORCH / PATIO / BALCONY / FRONT DOOR DÉCOR: LESSEE agrees that holiday and/or seasonal décor must be removed no more than ten (10) days after the holiday and/or season has passed or if it becomes unsightly or unseasonal, as determined by LESSOR in its sole discretion. LESSEE agrees that lights may be used as décor on the porch, patio, or balcony only if they meet the following requirements: (a) must be attached via command hook, wrapped around or zip tied to the railing and/or pillars (any other form of attachment is not permitted); (b) must be white, clear, or white-yellow. No other color is permitted, unless considered to be holiday décor and during the allowed time, as determined by LESSOR in its sole discretion; (c) must not be rope lighting; (d) must not strobe or flash at any time; (e) must not be excessive or offensive, as determined by LESSOR in its sole discretion.
- **22. WINDOW COVERINGS**: LESSEE agrees that any window coverings must be a curtain, blind or window film, each as specifically designed as a window covering. Any curtain or blind must be a solid and neutral color of white, cream, tan, grey, or black. Window film may be frosted, translucent, and/or opaque, but shall not be colored.
- 23. COOKING: Grease and food scraps including, but not limited to, food scraped off plates or other dishes, shall be disposed of in leak proof garbage bags along with the general garbage. LESSEE must cook in a manner that will not offend or annoy other Lessees and use the oven fan at all times when cooking. LESSEE shall only cook in rooms provided for that purpose.
- 24. COOKING APPARATUSES: No cooking apparatuses of any kind are permitted to be on the porch, patio, or balcony. Cooking apparatuses include, but are not limited to, electric, propane, charcoal, or pellet-fueled grills, smokers, or fryers. Cooking apparatuses are only permitted to be used if they are more than twenty-five (25) feet from any structure. Once cooled, all cooking apparatuses must be stored inside LESSEE's private garage, if they intended to be kept on the property. Cooking apparatuses are not permitted to be stored in any underground storage locker or parking area. LESSEE understands that LESSEE is responsible for any damage caused to the LESSOR's property as a result of using cooking apparatuses including, but not limited to, grease spills or melted siding.
- **25.** ATTACHMENTS TO THE EXTERIOR OF THE BUILDING: No items including, but not limited to, camera doorbells, cameras, radio/television wires, satellite dishes, aerial connections, or decorations shall be installed, placed on, or attached to the property without the prior written consent of LESSOR. LESSOR is authorized to remove at any time and at the expense of LESSEE, any such apparatus erected without obtaining the prior written consent of LESSOR.
- **26. CRIMINAL ACTIVITY:** LESSEE shall not engage in or allow others to engage in criminal activity inn the Premises or on the rental property or its grounds. Nothing in the above sentence authorizes LESSOR to terminate the tenancy of LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.
- 27. PARKING IN FRONT OF GARAGES: LESSEE may not park in front of any detached garage stalls at any property. LESSEE may not park in front of any attached garage stall, except for the following properties: Knots Landing, Mulliner (Buildings 685, 705, 745 & 765), Nottingham, Novella, Ravello, Riva Place, Stone Meadows, Terrace Lake, Urban Edge (Buildings 2353 & 2357) Waterford, and Woodland.
- 28. VEHICLES: Repairing or washing vehicles on the property is prohibited. LESSEE agrees to adhere to a speed limit of 10 MPH when driving on the property. Vehicles that need repair or are in poor condition, as determined by LESSOR, are not allowed to be stored on the property including but not limited to crashed vehicles or vehicles with flat tires. No recreational vehicles, trailers, boats, campers, semi-trucks, or snowmobiles are permitted on the property, even temporarily, without the prior written approval of LESSOR. Motorcycles are permitted only if registered as a vehicle with the LESSOR. Approved motorcycles may be parked in LESSEE's garage or assigned underground garage parking space provided all of LESSEE's vehicles fit within said space and do not take up additional spaces or protrude into additional spaces. Motorcycles may not be parked in the outdoor parking lot. Running a motorized vehicle of any kind in the interior of the Premises is prohibited, apart from the garage where then the garage door must be open.
- 29. STORAGE / MOVING CONTAINERS / TRAILERS: LESSEE agrees that storage or moving containers or trailers cannot be regularly stored on the property, unless otherwise approved in writing by LESSOR. The temporary use of storage/moving containers or trailers is permitted only for a maximum of 48 hours, unless otherwise approved by LESSOR in writing. No storage or moving container, or trailer shall block or restrict traffic or the entry or egress from the property.
- 30. UNDERGROUND PARKING / STORAGE LOCKERS: LESSEE may store items neatly in the upper-front part of their designated underground parking space, subject to LESSOR's discretion. The parking space must always fit a full-sized vehicle. No cooking apparatuses of any kind are permitted in the underground parking garage. Be aware that the underground parking garage and storage lockers are NOT climate controlled and therefore any items stored may be subject to excessive moisture and/or humidity. LESSOR is not responsible for any loss or damaged items stored in the underground parking garage and/or storage lockers, unless caused by the negligent acts or omissions of LESSOR.
- 31. RESIDENTIAL USE: LESSEE shall not conduct any business activity nor store any materials used in the operation of commercial enterprise or hobby that is not consistent with common residential standards as determined in the sole discretion of LESSOR.



- 32. GENERAL: For the comfort, convenience, and benefit of all LESSEEs and to ensure the proper use and care of the property, LESSEE also shall comply with the following Rules and Regulations:
  - a) Do not publicly display any sign, placard, advertisement, or notice inside or outside the building without the LESSOR'S prior written consent. No solicitation or political signs are allowed.
  - b) Do not cover or obstruct any window, door, or transom without the LESSOR's prior written consent.
  - c) Use caution, prior to placing any rugs or mats on the floor as certain rugs or mats can cause damage and discoloration. This includes, but is not limited to, rubber-backed mats or rugs, and office chair spike style grip mats.
  - d) Do not drive or drill nails, tacks, screws, holes, or apply other fasteners on or into any of the walls, ceilings, floors, doors, cabinets, partitions, or woodwork in the Premises except for small finishing nails. LESSEE agrees to be responsible for any damage caused by using anything other than small finishing nails, or from using excessive amounts of nails. Gummed hangers, wall mounted televisions, fireplaces, stripped or sticky lighting of any kind including, but not limited to, LED light strips and vinyl lettering or pictures are not permitted.
  - e) Do not allow water to run except when in actual use.
  - f) Do not plant any live trees or shrubbery.
  - g) Position furniture no less than six (6) inches away from heating registers during heating season.
  - h) Do not hold any type of public sale on the property including, but not limited to, garage sales, yard sales, moving sales, without the prior written consent of LESSOR. This restriction includes any public or private auctions.
  - i) No bird or animal feeders or houses of any kind are permitted on the property.
  - j) No persons are allowed on the roof at any time.
  - k) Do not use adhesive backed paper of any kind on shelves, drawers, walls, or countertops.
  - 1) Do not run an extension cord from the Premises, garage, /deck, or patio, under any circumstances.
  - m) Do not hang or attach anything to, or tamper with, sprinkler heads located in the Premises. LESSEE agrees to be responsible for any damage caused by hanging or attaching anything to, or tampering with, any sprinkler heads.
- 33. PACKAGES / MAIL: LESSEE understands that LESSOR is not responsible for any mishandling of LESSEE's mail, packages, or deliveries, etc. Any delivery, package, or mail not specifically addressed to LESSEE shall be returned to the sender or not accepted. LESSEE accepts the responsibility of forwarding mail and/or packages to their new address at the time of move out and understands that LESSOR will not be responsible for any mail delivery after LESSEE moves from the property.
- 34. FIRE HAZARDS: LESSEE will not use or keep on the Premises or on any part of the property any explosive, flammable, or combustible materials. This includes, but is not limited to, attached or detached garages, furnace rooms, underground parking, and/or underground storage areas. No fire pits of any kind are permitted on the property, including but not limited to enclosed/open, portable, stationary firepits, etc. Fireworks are prohibited to be used on the property at any time,. Furnace rooms must be accessible at all times and are not to be used for any storage. The furnace itself, the pathway to furnace, and/or the door to the furnace room must not be blocked at any time.
- 35. LEASE BREACH DETERMINATION: Any determination as to whether these Rules and Regulations have been breached and whether any such breach shall constitute a default under the Lease Agreement shall be left solely to the discretion of LESSOR.
- 36. LESSOR LIABILITY: LESSOR shall not be liable for damage or loss to person or property caused by other Lessees or other persons including, but not limited to, theft, burglary, assault, vandalism, or other crimes, or for personal injury or damage to or loss of LESSEE's property from fire, flood, water leaks, rain, hail, snow, ice, smoke, explosions, interruption of utilities, or Acts of God, unless due to LESSOR's negligent acts or omission.
- 37. <u>AMENDMENT TO RULES AND REGULATIONS</u>: LESSOR reserves the right to amend any Rules and Regulations at any time upon 28 days' written notice to LESSEE. Any violation of these Rules and Regulations shall be deemed to be a material breach of the Lease Agreement into which this document is incorporated.



- 38. ELECTRONIC DELIVERY: By signing this Rules and Regulations Agreement, LESSEE specifically agrees to receive, obtain, and/or submit any and all documents and information electronically. These documents and information will be collectively known as "Electronic Communications," and may include, but not be limited to, a copy of the Lease Agreement and any document related thereto, a security deposit and any document related to the accounting and disposition of the security deposit and security deposit refund, a promise made before entering into the Lease Agreement to clean, repair or otherwise improve any portion of the Premises, advance notice of entry, any and all current and future required notices and/or disclosures, as well as such documents, statements, dates, records, and other communications regarding LESSEE's relationship with Lexington Management, LLC. LESSEE acknowledges and states that LESSEE is able to retain Electronic Communications by printing and/or downloading these Agreements, Electronic Communications, documents, or records. LESSEE accepts Electronic Communications provided via email as reasonable and proper notice for the purpose of fulfilling all terms and conditions of this agreement and agrees that such Electronic Communications fully satisfy any requirement that communications be provided to LESSEE in writing or in a form that LESSEE may keep. LESSEE agrees to provide and maintain a valid email for LESSOR to use for Electronic Communications. LESSEE agrees to regularly and thoroughly check email junk/spam folders for any communications from LESSOR. LESSEE acknowledges and agrees that Electronic Communications to any named LESSEE constitutes satisfactory delivery to any and all named LESSEEs. As long as at least one LESSEE has an email on file, LESSOR will Electronically Communicate with LESSEES. ONLY upon the failure of all named LESSES to provide an email will LESSOR deliver physical, paper copies of such communications to LESSEE.
- 39. ELECTRONIC SIGNATURE: LESSEE agrees that LESSEE's electronic signature is the legal equivalent of LESSEE's manual or handwritten signature, on this document. By electronically signing this document using any device, means, or action, LESSEE consents to the legally binding terms and conditions of the Rules and Regulations Agreement. LESSEE further agrees that LESSEE's signature on this document (hereafter referred to as "E-signature") is as valid as if the LESSEE signed the document in writing. LESSEE also agrees that no certification authority or other third-party verification is necessary to validate LESSEE's E-signature or any resulting agreement between LESSEE and Lexington Management, LLC.