



## **Johnson & Broom - Long Term Management Plan**

An exemplary lifestyle experience is built from more than just bricks and mortar. It is made just as much from service and care as amenities and floorplans. Core Spaces consistently leads the industry in community operations while staying customer-centric and service-oriented. By leveraging a decentralized leadership structure and local market knowledge, we remain deeply involved in the development process, ensuring a seamless transition throughout. We understand that development doesn't end with the building but with constructing a place to live that truly feels like home.

Under the guidance and leadership of our corporate team based in Austin, Texas, our community in Madison, WI will be fully staffed with a professional management team that oversees the day-to-day facilities management of the community. Our standard community management team includes the following roles:

- Community Manager
- Associate Community Manager
- Community Engineering Manager
- Community Technician
- Porter
- Housekeeper
- Community Concierge (building residents who work part-time at the community)

Core Spaces goes to great lengths to hire and retain the most qualified community management teams in each local market, as the long-term viability of our properties is based on our ability to keep the community in prime condition and residents satisfied throughout the entire life of the community. As such, some highlights of Core Spaces' long-term management plan include the following facets:

### **On-Site Management Professionals**

One of Core Spaces' most significant values are our people. Core Spaces takes great care to hire the best people for the community and that starts with the Community Manager position. The Community Manager is responsible for every operational aspect of a given community, from curb appeal to leasing administration. The on-site team is available to customers typically from the following office hours:

M-F: 10A – 6P  
Sat: 10A – 4P  
Sun: 12P – 4P



Outside of these hours the community operations support is provided by our 24-hour emergency maintenance team should anything be needed. A group of on-call team members are also available for disciplinary concerns and issues after hours. The community will utilize a 24-hour answering service with the ability to forward calls and leave messages for the correct community team members to deal with any number of customer concerns and emergencies that may present themselves.

The on-site team is also responsible for all lease administration and controls. With the use of Core Spaces community management software, team members can reach out to customers/prospects, track documents, pay invoices, edit and maintain customer ledgers, etc. Lease administration usually refers to renewals as well as new customers but occasionally, there are customers that need to leave the building for other reasons and request to relet their space. Most individuals are familiar with subletting which by our lease we do not allow. We only allow for a new prospect to completely sign for the space of a current customer before the current customer can be released from the contract or for the existing customer to find their own replacement who must sign their own lease for the space. The prospect must meet all qualifying rental criteria to sign a lease at the community.

### Community Maintenance

The day-to-day upkeep of the community is paramount to its success. With a fully staffed maintenance team, including an on-site shop, Core Spaces is well-equipped to be able to respond to a variety of maintenance issues, from preventative maintenance to resident requests and even significant capital improvements. By dedicating a full-time, on-site team to community maintenance and upkeep, Core Spaces can respond with a sense of urgency and care to issues when they arise, but also keep the community in a good state to prevent issues from arising in the first place. Customer and resident satisfaction are closely tied to the functionality, convenience, and quality of the facilities, so Core Spaces invests significantly into a program that ensures the facilities are maintained to the highest standards.

Led by our Community Engineering Manager, the site team members remain fully engaged in the daily needs of the building, starting months before completion of construction. The Engineering Manager is trained on all the systems and functions in the building and becomes an expert on how everything is built and functions. This includes the mechanical systems, life safety systems, elevators, amenity facilities, common areas, exterior and landscaping, residential apartment units, and commercial spaces.

Key components of our maintenance program include the following:

- Service Requests – we utilize a 3<sup>rd</sup> party software platform, Entrata, for all maintenance and service requests. Through this program, residents can make a service request and designate a priority level, from low to emergency. The



maintenance team makes every effort to tend to high and emergency level requests immediately, and low-level requests within 48 hours. As requests are being addressed, consistent communication between the management team and the customer through this digital platform keeps the customer informed about the status and timeline for addressing the request. The maintenance team, trained in all the building systems, will first attempt to address the request, and if it is something that they are unable to address on their own, a third-party vendor will be called in. The safety and comfort of the residents is taken into account on all service request responses, and the protocol includes the following steps:

- Residents will submit the maintenance request through a number of methods.
- The engineering team receives the request and responds within 48 hours and will knock on the unit door and announce themselves and their reason for being in the unit
- If no response, the engineering team will enter with permission given per the work request and inspect the needed work. The maintenance team member will leave a note in the work request updating resident on status and timeline of the request
- When work is completed, the residents are informed via email or their resident portal that the maintenance request has been addressed
- engineering team cleans up the area where the work was performed, careful not to displace any customer property or leave any mess
- Housekeeping – all common areas are cleaned regularly, both by the full-time site team members and by well-vetted professional cleaning services; this includes regular cleaning of common corridors, amenity areas, restrooms, elevators, back of house areas, and offices. Additionally, trash and recycling cans are placed throughout the building to encourage residents and customers to keep the community free of debris. Extra services are provided during the winter to ensure that floors are safe and dry.
- Exterior Maintenance – Core takes great pride in the design and curb appeal of our buildings, so we put a heavy emphasis on maintaining the grounds and landscaping areas. Focusing first on safety, exterior walkways are kept free of debris and trash, as well as snow and ice. Landscaping is kept vibrant and alive through regular watering (typically with an integral irrigation system). Exterior lighting is maintained and kept in working order, so the site is safe and inviting at all times of day.
- Preventative Maintenance – the Engineering Manager and team conduct quarterly unit inspections, checking appliances, MEP systems, windows, bathrooms, and finishes. The goal of these inspections is to ensure that all unit components are in working order and to address potential issues before they become real issues. Additionally, we employ third-party MEP inspectors to make annual or quarterly reviews of major MEP systems that require inspection. Our



thorough approach to preventative maintenance helps to prevent breakdowns and thus minimize service calls and maintenance requests.

- Capital Improvements – as our buildings age, we recognize that significant investment back into the building will be required to keep systems operational and help the building remain cutting edge. As such, our asset management team regularly assesses the needs of the building, and capital is deployed to protect the community over the long term. Common capital expenditure categories in which we invest are elevators, MEP systems, CCTV and access control systems, as well as updated FF&E.

### Site Security, Safety, and Access Control

Security and access control are critical to creating a safe and welcoming experience for our residents, customers, and neighbors. Great care is taken to design and operate a fully integrated system that covers the building's interiors and exteriors. Key highlights of our security, safety, and access control strategy include the following:

- Abundant and appealing site lighting to illuminate all exterior entries and walkways
- Security cameras located throughout the building – inside and outside – covering all of the following areas:
  - Sidewalks and walkways
  - Garage entries
  - Pedestrian entries
  - Elevator lobbies
  - Parking garage areas
  - Amenity areas
  - Rooftop deck
  - Common corridors
- Landscaping and hardscaping are designed to maintain sightlines and limit visual obstructions or dark areas
- A fob-based access control system on all exterior entry points and strategically placed interior locations to limit access to only those who should be in the building. The front lobby, as needed, remains open during the day when the leasing office is in operation. All other doors and elevators that allow access into customer areas, office areas, residential units, parking garage, and amenity spaces are equipped with card readers to limit access.
- All residential unit entry doors are opened via fob access, and all individual bedroom doors are secured by locking hardware.
- In addition to our full-time site team members, supplemental security is provided on select days of the week as well as on high traffic days like football game days or days of a large social gathering or event at the community.
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- During the operations phase, in addition to the access control, cameras, and site security, the Community Manager oversees a complete emergency preparedness program, with policies and procedures for the building's unique needs.
- The Community Manager is ultimately responsible for following up on all security or safety incidents that may occur on site. All incidents are immediately reported to the Community Manager or team member on call who also tracks them for reporting to the corporate team. As required, the appropriate authorities (law enforcement, emergency services, etc.) are involved, and a full report is submitted for any reported incident. In the event of customer misbehavior, a follow-up meeting is scheduled with the customer, and depending on the severity of the issue, eviction can be used as a tool for removing misbehaving customers if necessary.
- One of the most sensitive areas we see is our rooftop pool deck. It is both very popular with customers and guests while also being an area of concern for noise or abuse with the customer base. Core Spaces is aware of these concerns and adds several protections to help alleviate them. The rooftop deck will have operating hours typically opening at 9AM and closing at 10PM on weekdays and 11PM on weekend evenings. On-call team members will be available to visit the pool deck during these closing hours and escort customers off the rooftop. All access points to the pool deck will include a lock or fob reader to restrict customer access after pool hours. CCTV systems are also in place throughout the deck to ensure all activities are captured both during the day and evening should a trespass occur. To control resident and guest occupancy of the deck during popular periods, random walks and checks are conducted by team members throughout the day, and cameras can be viewed remotely to be sure these items are within normal operating standards. Each customer is only allowed one guest at a time on the deck, and management has certain protections outlined in the rules and regulations section of the lease, including wristbands or other guest and customer identifying measures to help control overcrowding and other noise concerns.

### **Managing Resident Behavioral Concerns**

Core Spaces management team understands the unique needs of the demographic we serve and how best to ensure an overall healthy and vibrant community. A pillar of this commitment comes from managing the residents and customers who will call our community home. Our on-site teams work diligently to establish a community with customers that promotes self-independence while also ensuring proper behaviors and allowing the community to still enjoy a quiet and orderly living environment.

The lease that customers sign includes several addendums that give our Community Manager the tools and landlord rights required to ensure rude or otherwise unwanted behavior can be



dealt with accordingly. The lease itself addresses several areas where Landlord has some leverage in enforcing policy. Additionally, the lease also has a Rules and Regulations addendum which address the remaining concerns of the community, what the customer's responsibilities are for those items, and what the cure for the Landlord is should a customer break the rules and regulations and become in default of their lease agreement. A template copy of our Rules and Regulations has been made a part of this Management Plan.

The key for curbing this type of behavior is to ensure the community has all the tools needed to enforce those policies administratively but also provide the right technology and equipment to observe and identify any infractions that might take place. The community will have 3<sup>rd</sup> party security available during certain highly active nights of the week including special events as well as be outfitted with a high-quality CCTV system. All our Managers understand the need to respond to damages and other infractions of the lease and behavior concerns quickly so that the behaviors can be addressed and if necessary, have the customer either fined, evicted, or possibly both depending on the violation.

A sample of the Rules and Regulations page has been attached as an exhibit to this Management Plan.

### **Residential Move-In**

Having a well planned and coordinated move-in helps ensure a smooth opening transition from development to operations as well as having a positive impact on customer's first impression of the community. Core Spaces takes great care in managing the move-in plan at the community to ensure ease of move-in for customers but also allow for smooth community and municipal operations with traffic control, pedestrian access, and overall safety of those surrounding the community. The community's move-in plan will include the following:

- Move-in will be coordinated over 2 days where approximately ½ of the building's customers are allowed to move-in each day. This limits the number of people arriving each day
- Each move-in will be coordinated by floor detailing the arrival time windows for each section of the building
- Team members will work with the city traffic division to discuss any needed traffic control plans where deemed necessary for the move-in days.
- 3<sup>rd</sup> party movers will be hired to facilitate unloading of vehicles in a predetermined unloading zone(s) at the community and will include all boxes, carts, and dollies required to facilitate the quick unloading and hauling of customer's belongings upstairs and to their unit.
- Customers will be required to relocate their vehicle as soon as it's unloaded to allow for quicker unloading for all arriving vehicles.



- If necessary, move-in administration may be relocated offsite to further assist in a smooth unloading process for the building to restrict arrival of new customers until they have all needed keys and access cards to access their unit and unload efficiently

### Refuse Control and Removal

Keeping the community – inside and outside – free of trash is an important component of our community management plan. To combat and mitigate trash and refuse on site, we plan to do the following:

- Every residential floor contains both a trash chute and a recycling chute which collects trash and recycling in the trash room located on the ground level. The trash termination room is equipped with a compactor and mobile receptacles to collect trash and recycling throughout the week. It is situated with an accessible route out of the interior through the loading area so it can be rolled to the curb on collection day. We will work closely with the refuse collection agencies to coordinate details for pick-up of all trash and recycling generated on-site.
- We will coordinate with local municipalities to ensure that our sitework plans incorporate sufficient public-use trash and recycling receptacles around the community. These will be placed near building entrances and along public right of ways.

We look forward to providing the city of Madison and staff with any additional details on our long-term management plan should they arise.



## Exhibit E.1 – Sample Rules and Regulations

### **RULES AND REGULATIONS ADDENDUM**

The following RULES AND REGULATIONS are a binding part of TENANT'S LEASE. LANDLORD provides these RULES AND REGULATIONS for TENANT'S benefit and the benefit of the other tenants. Please understand that any violation of one of these RULES AND REGULATIONS by TENANT or TENANT'S guest constitutes a violation of this LEASE and LANDLORD may proceed with an eviction action or other legal proceedings provided for under this LEASE and provided by law. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in this LEASE.

TENANT Accountability: The PROPERTY operates in a fun, yet adult atmosphere where most tenants will never find themselves involved with a disciplinary action. The majority of those who do require disciplinary attention will simply need a verbal warning. For those persons whose behavior is such that it requires further attention, any or all of the following may occur: A private meeting with the Community Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the community, fines, eviction or criminal and/or civil prosecution.

#### **Violations of these RULES AND REGULATIONS will result in tenant fines as follows:**

FIRST: A written warning in the form of a first breach of rental agreement will be issued to the TENANT stating the first breach.  
SECOND: A \$100 charge will be assessed against the TENANT.  
THIRD: A \$250 charge will be assessed against the TENANT.  
FOURTH: Possible Eviction

Fines are never split amongst all TENANTS but may be assessed individually in their full amount to each TENANT of a UNIT in instances where more than one TENANT has been involved in a RULES AND REGULATIONS violation. The fines above may be increased at Manager's discretion and manager may elect to EVICT TENANT for ANY SINGLE VIOLATION OF THE RULES AND REGULATION should manager reasonably believe the infraction was severe enough to warrant such action. ALL VIOLATIONS REGARDING THE THROWING OF ITEMS OFF BALCONIES OR FROM WINDOWS, THE TAMPERING OF LIFE SAFETY EQUIPMENT, or FIGHTING CARRY AN IMMEDIATE \$1,000 FINE AND POSSIBLE EVICTION. Fines will double and/or result in eviction in the event the TENANT is found to have lied to or deceived the LANDLORD when discussing the details of a lease violation.

#### **SECURITY CAMERAS**

The Common Areas or certain parts of the Common Areas of the PROPERTY may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under Michigan statutes and legal action by LANDLORD. No cameras exist in any restroom or tanning bed room. These Common Areas are the only areas, besides the UNIT, on the PROPERTY where there is a reasonable expectation of privacy.

#### **WINDOWS, DOORS & WINDOW COVERINGS**

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If LANDLORD provides blinds on windows, TENANT may not remove such blinds. If TENANT installs draperies over the blinds, any damage will be repaired by TENANT or at TENANT'S expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a UNIT, or displayed on the inside of UNIT so as to be visible from the outside of UNIT. Screens, if provided, must remain permanently in place at all times and should never be removed. Nothing shall be thrown out of the windows.

Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the UNIT caused by leaving windows or doors open during inclement weather will be the responsibility of TENANT.

#### **BALCONIES AND PATIOS**

Balcony and patio areas (both front and rear) are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the PROPERTY and within the UNIT, they are not to be permitted on balconies or patios. Additional lights are not permitted on the balconies or patios. Only bona fide patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. TENANT hereby acknowledges that all gas and charcoal barbecue grills, patio torches, fire pits and chimineas are strictly prohibited on balconies and patios. It is agreed that LANDLORD shall have the right to remove barbecue grills and any other of TENANT'S personal items or to remove and dispose of rubbish left on any outdoor porch or in the yard at TENANT'S sole expense. There will be a \$100.00 fine for each bag of trash for small debris removed from the balcony and \$100 per large item that requires removal from the balcony. The TENANT further agrees that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule. **LANDLORD reserves the right to remove and discard any items stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire UNIT unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the TENANTS occupying said UNIT.**

Throwing objects from balconies, windows, sliding glass window/wall or any other area of the building are strictly prohibited. TENANT understands that in the event that ANY items are thrown from UNIT balcony or windows, TENANT will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. Items which may fall from the balcony are not allowed





on the balcony and therefore any object which falls from a balcony will be treated the same as any that were thrown. Any investigation of alleged incidents will be reported to TENANT's school and the applicable authorities. In the event of abuse of the balcony or violation of this rule, LANDLORD reserves the right to secure the balcony door so that TENANT may not access the balcony.

#### **NO SOLICITATION OR DISTRIBUTION OF MATERIALS**

TENANT(S) may not distribute, post or hang any signs or notices in any portion of the PROPERTY, without written approval from LANDLORD.

Solicitation shall not be permitted at the PROPERTY, either by TENANT or others.

#### **LOCKS AND KEYS**

Locks may not be changed or added by TENANT without prior written permission of LANDLORD. Locks must be left in place upon vacating the UNIT. LANDLORD must have keys to all changed locks. All keys and, if applicable, gate cards, fobs and remotes must be returned to LANDLORD upon termination of occupancy, or LANDLORD may charge actual replacement costs plus a 15% administrative fee.

If TENANT finds it necessary to have authorized personnel unlock UNIT or Bedroom, a \$50.00 fee will apply, payable at the time service is rendered. LANDLORD will furnish TENANT with one key to the main entry door, one key to the Bedroom (if applicable), and one key to the mailbox. TENANT will be charged \$50.00 per lost key (entry door, bedroom door, mailbox) and \$50.00 per gate remote or key fob not returned, or for those requiring replacement during the TERM of TENANT'S occupancy. Each TENANT may only possess one main entry door key; therefore, if the main entry door key is lost and TENANT requires a replacement, locks will be changed and TENANT will be charged \$75.00 for the lock rotation. TENANT agrees that such keys are provided solely for TENANT'S own use; duplicates will not be made of such nor will keys be loaned to any person. LANDLORD reserves the right to suspend this service at any time.

#### **TRASH AND TRASH CHUTE**

TENANT must dispose of all trash in the proper bins in various collection areas on the PROPERTY. If property is equipped with a Trash Chute or Dumpster available to TENANT, then TENANT must use the Trash Chute or Dumpster to dispose of all waste. **TENANT may NOT leave trash around the outside of TENANT'S UNIT or on the PROPERTY for ANY LENGTH OF TIME.** LANDLORD will impose a fine of \$100 per bag or item for violation of this policy as well as for any littering by TENANT or TENANT'S guests. TENANT agrees to bag all trash entering the garbage chute in accordance with applicable garbage and recycling principles followed in the building. Any combustible, smoldering, or explosive material is strictly prohibited from entering the trash chute. TENANT agrees not to dispose of large items or dispose of loose cardboard boxes in the chute. TENANT shall be liable for any damages caused by violation of this rule.

#### **NO SMOKING**

Smoking is strictly prohibited on any part of the PROPERTY including in the UNIT, all amenity areas, and Common Areas (including the amenity and pool deck). Any TENANT found in violation of this policy will be immediately fined by management and risks fines imposed by city ordinances. Violations of this policy will result in fines as follows:

- First: A \$250 charge will be assessed against the TENANT
- Second: A \$500 charge will be assessed against the TENANT
- Third: Eviction

#### **UTILITIES**

TENANT must keep all utilities to the UNIT active; TENANT cannot turn off TENANT'S utilities if TENANT leaves, even for vacation. Unless LANDLORD instructs TENANT otherwise, TENANT must, for 24-hours a day during freezing weather, (a) keep UNIT heated to at least 50 degrees F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, TENANT must keep UNIT cooled to a temperature no higher than 85 degrees. TENANT is liable for damage to both LANDLORD'S and TENANT'S property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to TENANT'S violation of these requirements. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures.

#### **PETS**

Pets are not allowed in UNIT in any instance besides the use of a service animal. In the case that TENANT utilizes a service animal, management should be made aware of the specifications of the animal.

#### **STAFF COMPLIANCE**

TENANTS are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this LEASE or by law, shall subject TENANT to an immediate fine of up to \$1,000 and/or eviction.

#### **ALCOHOL, DRUGS, STOLEN PROPERTY**



The decision to drink alcohol, and how much to drink is a personal one. Alcohol related conduct, which infringes on the rights of others to a quiet, orderly living environment is not acceptable under any circumstances

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the PROPERTY. Kegs are prohibited on the PROPERTY and within the UNIT and on balconies. **Glass containers of any type or any other container containing alcohol are not permitted in the Common Areas of the PROPERTY. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.**

LANDLORD or its agents may make periodic inspections of TENANT'S UNIT in order to ascertain any physical problems and also to ensure that LANDLORD'S property is being cared for properly. If during the course of an inspection, stolen property (I.E., unauthorized property, highway signs, etc). or contraband is found, it will be removed by personnel immediately and TENANTS of UNIT may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. TENANT(S) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the LANDLORD'S discretion.

TENANT, on behalf of TENANT and TENANT'S guests and invitees, agrees to use and occupy the UNIT in strict accordance with all applicable laws, regulations and ordinances, including without limitation those of the State of \_\_\_\_\_, the City of \_\_\_\_\_, and TENANT'S university or college and any applicable student code of conduct. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this LEASE, and in addition to any other remedy allowed in LEASE or at law, shall subject the TENANT to an immediate fine at minimum \$150.00 and/or eviction. The Community Manager has full discretion regarding disciplinary action depending on the severity of the incident.

#### **PLUMBING AND GARBAGE DISPOSAL**

Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rag, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by TENANT.

TENANT agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event LANDLORD is called to fix a disposal and such materials are found therein, LANDLORD reserves the right to charge TENANT for the expense incurred.

#### **FURNITURE**

If UNIT is furnished by LANDLORD, TENANT may not remove any furniture, equipment or appliances from UNIT.

#### **CONDITION OF THE UNIT AND ALTERATIONS**

TENANT accepts UNIT, fixtures, and furniture as is. LANDLORD disclaims all express and implied warranties. TENANT will be given two blank copies of an inventory checklist. Within 48 hours of taking possession of the UNIT, TENANT must inspect the UNIT and provide LANDLORD one copy of the completed inventory checklist. As part of this inspection, TENANT must test all smoke detectors. The purpose of the inventory checklist is to document the condition of the UNIT at the time the term of the LEASE commences. Any items not identified by TENANT shall be deemed in good condition.

When TENANT moves in, LANDLORD will supply light bulbs for fixtures LANDLORD furnishes, including exterior fixtures operated from inside UNIT; after 30 days, TENANT will replace them at TENANT'S expense with bulbs of the same type and wattage. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures. FOR LIGHT FIXTURES WITH HALOGEN BULBS, TENANT MUST HAVE LANDLORD CHANGE BULB. BULB MAY BE PURCHASED BY TENANT AND LANDLORD WILL NOT CHARGE LABOR COSTS TO INSTALL THE BULB.

TENANT must use customary diligence in maintaining UNIT and not damaging or littering in the Common Areas. Unless authorized by statute or by us in writing TENANT must not conduct any repairs, paint, install wallpaper, install carpeting, perform electrical changes, or otherwise alter LANDLORD'S property. No holes or stickers are allowed inside or outside UNIT. No water furniture, refrigeration, washing machines, extra phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or LANDLORD has consented in writing. TENANT agrees not to alter, damage, or remove LANDLORD'S property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices.

No painting is allowed in UNIT. TENANT should not cover more than 25% of each wall with papers, posters, fabric, etc. In addition, no holes of any kind are permitted on any room or interior door. All window coverings must be approved by LANDLORD. LANDLORD may enter UNIT to remove, without notice, any unapproved window coverings. Any and all repairs needed within TENANT'S room and UNIT and other areas must be performed only by authorized maintenance personnel. TENANT(S) will be charged for the repair of any damage for which TENANT or TENANT'S guests are responsible.



TENANT may not install any wiring within UNIT. Absolutely no holes may be drilled within UNIT by TENANT - including without limitation outside or inside walls, roof, windows, or balcony railings. TENANT may not store anything in closets where gas appliances, or heating and cooling equipment is installed.

Welcome mats, rugs or carpet remnants are not permitted in hallways.

TENANT'S improvements to UNIT (whether or not LANDLORD consents) become LANDLORD'S unless LANDLORD agrees otherwise in writing. LANDLORD shall have the right to immediately dispose of all TENANT'S belongings that remain in the UNIT after the termination of the LEASE TERM in accordance with applicable law. The LANDLORD shall have no obligation to notify the TENANT regarding the disposal of personal belongings left in the UNIT after the lease termination.

**TENANT is responsible for carpet cleaning at the end of the LEASE. Carpets must be cleaned by a professional cleaning company and a receipt must be delivered to LANDLORD on or prior to move-out.**

#### **MAIL**

The mailbox is to be used jointly by all the tenants assigned to TENANT'S UNIT. Packages may be received at the office. However, **LANDLORD takes no responsibility for lost, damaged or stolen property left with the office.** If TENANT decides to have packages dropped at the office, TENANT is doing so at TENANT'S own risk. LANDLORD encourages all tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. LANDLORD reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if LANDLORD is not comfortable accepting a particular package.

#### **GUESTS / DELIVERIES**

TENANT'S guests must abide by these RULES AND REGULATIONS. As host, TENANT is held accountable and is responsible for the conduct of TENANT'S guests at all times. LANDLORD reserves the right to exclude guests or others who, in LANDLORD'S sole judgment, have been violating the law, violating the LEASE or any rules or policies of the PROPERTY, or disturbing other tenants, neighbors, visitors or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest.

LANDLORD reserves the right to deny any guest access to the PROPERTY for any reason including non-payment of rent by TENANT.

TENANT must notify LANDLORD in writing of any expected guest(s), delivery service, maid service, etc. No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from TENANT.

LANDLORD acknowledges the right of TENANT to entertain guests, but requires that no more than ten (10) persons are allowed in UNIT at one time and that order and tranquility prevail at all times.. Any guest staying overnight for more than 2 consecutive 24-hour periods must receive written approval from LANDLORD. TENANT will be charged \$250 per night and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. TENANT will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this LEASE.

Guests become the responsibility of TENANT once they enter the building.

TENANT will be responsible for the cost of repairs for any and all damages caused by an excess number of people within the UNIT. TENANT is responsible for the actions of TENANT'S guests at all times while guests are on the PROPERTY or in any UNIT. LANDLORD may exclude guests or others who, in LANDLORD'S judgment, have been violating the law, violating this LEASE or any property rules, or disturbing other tenants, neighbors, visitors, or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest. TENANT'S failure to comply with LANDLORD'S request of exclusion of a guest will result in eviction of TENANT. **ALL TENANTS AND TENANT'S GUESTS OF THE PROPERTY MUST CARRY A GOVERNMENT ISSUED PHOTO IDENTIFICATION CARD AT ALL TIMES.**

#### **NOISE**

TENANT, members of TENANT'S family, and guests shall at all times maintain order in UNIT and at all places on the PROPERTY, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Musical instruments, radios, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other tenants. LANDLORD reserves the right at any time to fine TENANT, contact guarantors, or declare TENANT in violation of the LEASE due to excessive noise and disturbances. LANDLORD and/or its agents on duty are the sole judge(s) of excessive volume levels, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to LANDLORD or LANDLORD'S representative immediately. TENANT waives all rights to privacy when noise coming from UNIT is so loud that TENANT is unable to hear LANDLORD knock. LANDLORD may enter unit to lower or eliminate noise levels.



*TENANT will be found in violation of this LEASE and will be subject to fines and other disciplinary action if LANDLORD receives notice from the Police Department that noise levels were excessive.*

If TENANT does not answer the door for police, security, and/or LANDLORD's staff, TENANT will be subject to an immediate fine of \$250 and will be considered in default of the LEASE.

#### **COMMON AREAS**

TENANT recognizes that the common area facilities which may include such items as a Fitness Center, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, Hot Tubs, Theater Room, Game Room, Study Lounge, Business Center or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "FACILITIES") have been made available by LANDLORD to TENANT.

**Policies for FACILITIES are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these FACILITIES and/or eviction.**

Only TENANT and invited guests accompanied by TENANT may use the FACILITIES provided by LANDLORD. FACILITIES may be used by such persons only in strict compliance with posted FACILITY policies and procedures. From time to time supplemental rules and regulations may be adopted by LANDLORD with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to tenants.

Neither TENANT nor TENANT'S guests may use the FACILITIES, parking lots or grounds in such a manner that interferes with the enjoyment of other tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Bicycles and other like vehicles shall not be allowed to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls.

Use of Common Areas within the PROPERTY shall be governed by these RULES AND REGULATIONS and any Policies posted in the FACILITIES and shall be used at the risk of TENANT and TENANT'S family and guests. No guest shall be permitted within the FACILITIES unless TENANT is also present. **TENANT indemnifies LANDLORD and holds LANDLORD harmless against all claims for personal injury sustained by TENANT and TENANT'S family and/or guests in their use and enjoyment of the FACILITIES.** Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the PROPERTY.

In order to use FACILITIES, TENANT agrees that:

- a. TENANT shall not permit any guests to use FACILITIES without TENANT present;
- b. TENANT shall use FACILITIES in a prudent manner, consistent with the customary use of the FACILITIES;
- c. TENANT shall not use FACILITIES in a manner which is offensive or dangerous to TENANT or any users of FACILITIES;
- d. TENANT will follow policies as established by LANDLORD in connection with the operation of FACILITIES;
- e. LANDLORD shall have the right to discontinue providing any or all FACILITIES at any time and for any reason;
- f. LANDLORD does not provide attendants or supervision of any kind for FACILITIES;
- g. LANDLORD has made no representation (i) that LANDLORD'S representatives have any expertise in the operation of FACILITIES, (ii) that FACILITIES are fit for any particular purpose or (iii) as to the physical condition and operation of FACILITIES; and
- h. USE OF FACILITIES BY TENANT SHALL BE WHOLLY AT TENANT'S OWN RISK.

LANDLORD reserves the right to prohibit use of FACILITIES to any individual that LANDLORD, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized PETS are not allowed within the FACILITIES or UNIT at any time for any reason. A \$500 fine will be assessed to TENANT for any violation of this policy by TENANT or TENANT'S guest.

In connection with TENANT'S use of FACILITIES, TENANT is responsible for payment for damages or costs to LANDLORD from any claim based upon the acts of TENANT or OCCUPANT or TENANT'S guests (which are prohibited from using FACILITIES); and

TENANT may not access any property facilities, Common Areas, or commercial spaces during unauthorized hours or times.

#### **OUTDOOR DECK USE**

TENANT will be limited to one (1) guest at the Outdoor Deck. TENANTS and TENANT'S GUESTS may be required to wear LANDLORD-issued wristbands on the outdoor deck at all times. If LANDLORD exercises this right, TENANTS will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband will be required to leave the outdoor deck and will be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the outdoor deck. Individuals caught smoking or possessing glass will be subject to an immediate \$500 fine and will be required to leave the outdoor deck. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.



All food or beverage containers must be stored in a cooler at all times on the outdoor deck. No glass is allowed on the deck. Beverage containers in excess of 24oz are not allowed on the deck. If asked by LANDLORD, Tenant will remove all food and beverage from the deck for any reason. Styrofoam cups and plates are prohibited on the outdoor deck at all times.

#### **HAZARDOUS MATERIALS**

TENANT will not store or bring any hazardous materials on the PROPERTY or use the PROPERTY for any hazardous purposes.

#### **FIRE SAFETY**

Immediately call 911 in the event of a fire emergency.

LANDLORD shall furnish smoke detectors in good working order, when TENANT first takes possession. TENANT must immediately report smoke detector malfunctions to LANDLORD. The intentional sounding of any smoke alarm is prohibited. Neither TENANT nor others may disable smoke detectors. If TENANT disconnects or intentionally damages the smoke detector or does not replace batteries as needed, TENANT may be liable to LANDLORD for necessary damages as stated in Michigan statutes. If TENANT disables or damages the smoke detector or fails to report malfunctions to LANDLORD, TENANT will be liable to LANDLORD and others for any loss, damage, or fines from fire, smoke, or water. TENANT is responsible for the cost of battery replacement for the smoke detectors.

TENANT agrees:

- a. to notify LANDLORD immediately in writing if TENANT perceives there to be any problem, defect, malfunction or failure with the smoke detectors in UNIT;
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed.
- c. that LANDLORD is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
- d. that TENANT assumes full and complete responsibility for all risk and hazards attributable to, connected with or in anyway related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s); and
- e. that LANDLORD is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences.

If TENANT'S UNIT contains an overhead sprinkler system, TENANT must take care not to unintentionally trigger the overhead sprinkler system in TENANT'S UNIT. TENANT may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. LANDLORD will not be responsible for any damage that occurs as a result of such situations.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within UNIT or any area of the PROPERTY. Neither LANDLORD nor Management Company will be responsible for any damage resulting from the use of such items.

#### **VEHICLES/PARKING**

TENANTS and/or guests are not permitted to park in garaged parking spaces unless assigned by LANDLORD and TENANT has an executed Parking Agreement.

Improperly parked vehicles will be towed at the vehicle owner's expense and sole risk.

If LANDLORD provides TENANT with a vehicle identification sticker (decal), it must be displayed in the front windshield (above the registration and inspection stickers) of TENANT'S vehicle at all times (if applicable). TENANT must return TENANT'S vehicle identification sticker when TENANT moves out.

TENANT may not repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in any area of the PROPERTY.

Vehicles in use on the PROPERTY may not exceed a speed of 10 miles per hour.

If LANDLORD designates certain parking areas within the PROPERTY as TENANT Only Parking or Guest Only Parking, TENANT acknowledges that TENANT and/or TENANT'S Guests who violate these designations may be towed at the expense and sole risk of the vehicle owner.

The washing of cars or other vehicles on the PROPERTY is prohibited. If there is a designated car wash area, TENANT may wash TENANT'S vehicle in this area only. The repairing or performing of other mechanical or maintenance work on TENANT'S vehicle within the PROPERTY is prohibited at all times.



Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain in any area of the PROPERTY except for the temporary purpose of loading or unloading of passengers or personal property unless TENANT has a written agreement with LANDLORD. Vehicles parked in violation of this provision are subject to towing at the vehicle owner's expense.

Prohibited vehicles include: those having a flat tire or other condition rendering it inoperable; those having an expired license or inspection sticker; those taking up more than one parking space; those belonging to a person who does not have a current parking contract or former tenant who has been evicted; those parked in a designated handicap space without the required handicap insignia; those blocking another vehicle from exiting or entering; those parked in a fire lane or designated "no parking" area; or those parked in a space designated to or assigned to other tenant(s).

TENANT(S) should call the designated towing company or management office to report a parking violation. The management office may notify the towing company, who will tow the vehicle, if any of the following situations exist:

- a. The unauthorized vehicle is parked in such a manner as to obstruct a fire lane;
- b. The unauthorized vehicle is obstructing an entrance, exit, space or aisle of the parking facility;
- c. The unauthorized vehicle is parked in a space that has been reserved by another vehicle owner; or
- d. The unauthorized vehicle is parked in any space for which they do not have the required permit or authorization.

TENANT agrees that if Parking Agreement is executed, TENANT must park inside designated gate(s).

#### **PROPERTY GATES**

TENANT agrees as follows:

- a. LANDLORD has furnished gate(s) on the PROPERTY for the sole purpose of restricting access to the PROPERTY, not for TENANT'S safety.
- b. The installation or use of the gate(s) shall not in any way prevent LANDLORD at any time, from permanently removing the gate(s) and removal thereof shall not be a breach of any expressed or implied warranty, covenant, or obligation under the LEASE; and
- c. TENANT understands how to use the gate(s) and shall not act in any way to impair the use or function of the gate(s).
- d. TENANT shall comply with the approved guidelines of the gate(s) in that one vehicle at a time is permitted through the gate(s). Following another vehicle too closely through the gate could result in damage to TENANT'S vehicle and is not allowed.
- e. Entering through an exit gate is prohibited and could cause severe tire damage.

#### **EXPRESS WAIVER OF WARRANTY:**

- a. TENANT is advised that the gate(s) are mechanical devices and can be rendered inoperative at any time. LANDLORD shall not be liable for a temporary failure of the gate(s).
- b. TENANT agrees that LANDLORD'S installation or use of the gate(s) does not constitute a voluntary understanding or agreement by LANDLORD to provide security to TENANT, TENANT'S family, guests, or other occupants of UNIT.
- c. LANDLORD is not and shall not become liable to TENANT, TENANT'S family, guests or other occupants for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the gate(s). TENANT further agrees that LANDLORD is not liable for injury, damage, or loss of any person or property caused by any other person, including, but not limited to, theft, burglary, trespass, assault, vandalism or any other crime. Neither LANDLORD nor LANDLORD'S agents, contractors, employees, or representatives shall be liable in any way for any disruption in the operation of the gate(s) and TENANT agrees on behalf of themselves, TENANT'S family, guests and the other occupants, that TENANT shall never make demand upon, look to, institute, or prosecute suit against LANDLORD, or any of LANDLORD'S agents, contractors, employees or representatives, that are incidental to the installation, operation, repair or replacement or use of the gate(s). This is an express covenant not to sue and TENANT releases LANDLORD, LANDLORD'S agents, contractors, employees, and representatives, their heirs, and successors from any and all liability connected with the gate(s).
- d. TENANT'S safety is the responsibility of the local law enforcement agency. In the event that TENANT is in need of police protection of any kind TENANT will contact the local law enforcement agency. TENANT acknowledges and agrees not to contact LANDLORD for TENANT'S security needs as this could only delay the response time of the local law enforcement agency.

#### **WEAPONS**

Possession of any weapon or ammunition is prohibited unless approved by management. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

#### **HARASSMENT**



Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors will lead to disciplinary action.

#### **PHOTOGRAPHS**

TENANT hereby gives LANDLORD permission to take photographs during LANDLORD hosted functions or activities which may then be used for the community newsletter, bulletin board, website, or other publications for marketing purposes.

#### **VANDALISM**

Vandalism of UNIT and/or PROPERTY (with reference to both the room, UNIT, and all Common Areas) will not be tolerated and will result in an immediate minimum fine of \$100 in addition to the costs of repair to the vandalized property being passed on to TENANT.

#### **USE OF UNIT**

TENANT shall use UNIT for residential purposes only. TENANT shall not use UNIT or any part of the PROPERTY for any commercial business or purpose. TENANT shall use and occupy UNIT and PROPERTY in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.

#### **SERVICE REQUESTS**

LANDLORD offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 55 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity (TENANT(S) will be charged if LANDLORD responds and finds that the electric service was disconnected by the utility company for non-payment), refrigerator/freezer not cooling, and no hot water. For after-hours emergencies, call our 24-hour on-call phone line and explain the situation. The attendant will be instructed to contact the proper service personnel. For non-emergency service requests, please call during regular management office hours. **TENANT must first Call 911 in case of fire and other life-threatening situations.**

#### **MODIFICATION OF RULES AND REGULATIONS**

TENANT and TENANT'S guests will be required to comply with all of the requirements set forth in these RULES AND REGULATIONS. LANDLORD has the right to change these RULES AND REGULATIONS from time to time, as LANDLORD deems necessary. Upon written notice of not less than 30 days, any changes to these RULES AND REGULATIONS will be effective and will become part of the LEASE once they have been delivered to TENANT or posted in a public area of the PROPERTY used for such purposes. TENANT is responsible for TENANT'S guest's compliance with all of these RULES AND REGULATIONS. Neither Management nor LANDLORD will be responsible to TENANT if LANDLORD fails to cause compliance by any person with these RULES AND REGULATIONS.

**END – Rules and Regulations**