VESICA REAL ESTATE

General Rules and Regulations

The following General Rules and Regulations constitute a Lease Addendum which state Lessor and management's policies and Lessee's obligations. Also listed are services which Lessor or Management will provide to Lessee. Please read these Rules and Regulations carefully, as they are a part of your Apartment Lease Contract and are legally binding.

1. **PHONE CONVERSATIONS**. All phone conversations and messages made to the office are recorded.

2. **COMMUNICATION.** Lessee agrees to communication in writing, by email or text. Lessee will update management in writing or by email with any changes to the phone number or email address on file.

3. **UTILITIES**. Lessee should immediately get utilities transferred into the Lessee's name.

    a. If Lessee fails to transfer utilities into their name, we will authorize the utility provider to disconnect out of our name and Lessee will be responsible for a Utility Violation of $500.

    b. After 6 months of a dormant gas account, the city will require a plumber's gas test before the gas utility can be restored. If this scenario is caused by Lessee's failure to turn on the gas as soon as the lease was signed, the Lessee will be held responsible for the plumber's test, the city permit, and any fees related to restoring the gas.

    c. If the local municipality has an older water treatment plant and older water/sewer infrastructure, you may experience brown water or low water pressure. These issues are related to the city and not something Management can alleviate or fix. Additionally, if the City issues boil water notices, management will not notify you every time this happens. You should enroll your phone number with the local City to ensure you get updates with appropriate warnings.

    d. During times of extreme cold (below 35 degrees), you should not lower your heat below 60 degrees and you should leave your water dripping so that your water does not freeze in the pipes. If you fail to take precautionary steps, you will experience a loss of water that Management will be unable to restore. You could also be found liable for busted pipes and/or flooding related to your negligence. Please heed all letters and warnings sent by management.

    e. Failure to report water leaks (toilet, faucets, pipes) resulting in a high-water bill will result in the lessee being held financially responsible for the difference in the bill and a utility violation fee of $100.

4. **UTILITY CONNECTIONS**. Utilities (phone, cable, etc.) may be placed at previously wired locations provided by the utility company. Additional drilling, cutting, or boring for wires is not permitted without written permission from Management.

5. **AFTER HOURS EMERGENCY CALLS.** If you ever experience a life-threatening emergency, please dial your local emergency number. Management has given all nearby emergency agencies gate codes and pertinent phone numbers for management, but we encourage you to also give the dispatcher any gate codes needed to access the property.

   Our staff is equipped to deal with maintenance issues 24 hours a day. Please call our office phone number and an automated answering service will pick up. Listen carefully for the correct directory and then leave a message. Please understand that we may not be able to handle all of these maintenance issues in-house and that, at times, we will be at the mercy of a hired vendor. The following items will be treated as a maintenance emergency:

   a. Loss of electrical power: If all power is out, we encourage you to call your local power company. If power is out at multiple units or out at your unit due to non-payment, you will be charged a fee of $100 for the maintenance tech's time.

   b. Loss of water supply;

   c. Loss of hot water;

   d. Natural gas smell;

   e. Major water leak including, but not limited to, a busted water heater or a large amount of water leaking from an upstairs unit or from your own plumbing pipe;

   f. Significant damages caused by fire, flood, or high winds;

   g. Broken door or window locks; inability to gain access or to lock doors. (A lock-out fee is $50.00, and the fee is due to the maintenance tech at the time of the incident. Should the maintenance tech be unable or unwilling to assist you, you should call a lock company to assist you)

   h. Unable to heat rental unit when outside temperature is below 60 degrees or unable to cool rental unit when outside temperature is over 90 degrees.

   i. Sewage stop-ups. If you have more than one bathroom, the call will be deferred until the next business day.

   j. Non-functioning refrigerator.

6. **LOCK OUTS**. If a resident finds it necessary to have authorized personnel unlock apartments after hours, they will be charged a fee of $50.00, payable at time of entry to the maintenance technician. If this service is not available on the property, it will be necessary to call a locksmith and the Resident is responsible for locksmith fees.

7. **LOCKS**. A request to change your locks will result in a service charge of $60.00. There is a $10.00 charge for each lost key. You are prohibited from adding, changing, or in any way altering locks

installed on the door of your apartment. Lessee is required to provide Management with a key to your unit in the event of an emergency.

8. **MAINTENANCE REQUESTS.**

   a. All maintenance requests should be submitted online by the lessee/resident.

   b. Periodic Inspections: We conduct quarterly inspections in which we enter your unit to inspect the a/c filter, check the smoke detector, inspect the fire extinguisher, and check for water leaks. Although it is our current policy to inform you before these quarterly inspections, please be aware that they can occur whenever management or regulatory agency deems it appropriate. If our visit is unannounced, two staff members are required to go together.

   c. Beginning the second week following the signing of your lease contract, Lessee is expected to complete the following maintenance issues at your own expense:

      - A stopped up toilet that requires a plunger or auger;
      - Replace light bulbs, including the bulb outside your front and/or back door;
      - Tighten with a screw driver loose cabinet hinges or knobs;
      - Replace the heat and a/c filter every month;
      - Minor pest or bug issues

   d. You can be held liable for the expense of the improper use of the sewer system. Do not pour oil or grease down the sink. You should only use the garbage disposal for small amounts of food. Never flush tampons, wet wipes, diapers or any item other than human waste and toilet paper. If you improperly dispose of items, and this causes a plumbing problem, you will be assessed a fee to cover repairs and our time to handle the request.

   Lessee is responsible for Lessee AND Lessee's guests' damages to the unit and to the property. If you or your guests, invitees or licensees (including moving companies) damage gates, signs, buildings, stairs, railings, door jams, walls, etc, you will be held liable for the repairs. The total repair cost, whether completed in-house or by an outside vendor, will be increased by a 10% administrative fee, which covers management's time and efforts to oversee the restoration of the property or unit to its previous condition.

   If you submit a maintenance request, and our maintenance staff is unable to enter your unit due to a change of locks or refusal of entry, or some other circumstance that prevents reasonable entry to your unit, management will charge a $50 service call fee to your account. Please refer to Section 13 of the Lease regarding reasonable inspections and repairs to your unit if you have any questions or concerns regarding this policy.

9. **PACKAGE RELEASE.** Lessee should have all parcels or letters sent to Lessee's physical address. We will not sign for parcels addressed to Lessee with our office physical address. Lessee agrees to let Lessor sign and accept parcels or letters sent to Lessee(s). Lessee agrees that the Lessor does not accept responsibility or liability for any lost, damaged, or unordered deliveries. Lessor

may refuse to sign and accept any parcel or shipped boxes, especially if they are too heavy to move or too large to store.

10. **PAYMENT POLICY.** Rent is due on the First day of the month. You may pay rent via tenant web access, CashPay, or a money order. No cash or personal checks will be accepted. Payments made by money order will require a $5.95 processing fee to be included.

    a. Rent is posted on the 25th of the previous month for review. Rent is due on the 1st of every month. Rent is late on the 2nd of every month. If rent is not paid by midnight on the Fifth (5th) day of the month, a late fee of $50.00 will be charged. There are no exceptions.

    b. If lessee's payment is not honored for any reason, Lessee will be responsible for an insufficient funds (NSF) Fee of $40.00 and if it is after the fifth (5th) day of the month, the late fee will be added. After Lessee's payment has been dishonored, future payments of rent must be paid with a money order or CashPay. Management has discretion to determine if all future balances shall be paid with only a money order or CashPay.

    c. The eviction process is started on the tenth (10th) of the month. Lessee is responsible for paying all fees associated with the eviction process, including attorney fees. If your balance is not paid by the court date, the judge will grant Lessor a judgment for the amount requested. Lessor will then file a Warrant of Removal. Once a Warrant of Removal has been issued and served, Lessee will have 7 days to remove Lessee's belongings from the property or a constable will remove the items left in the unit, and they will no longer belong to Lessee.

    d. Any unpaid balances will be turned over to a collection agency after 30 days and/or an action for garnishment of Lessee's wages will be filed.

11. **COURT/EVICTIONS:** Lessee will be responsible for a Court Admin fee of $50 and the reimbursement of all court fees.

    After an eviction has been processed against the Lessee, Lessor will remove the privilege to process online payments via TWA or ACH checking. Payments must be provided in the full amount via money order or CashPay for management to terminate the eviction.

12. **PEST EXTERMINATION.** If you need this service within your unit, you must submit a detailed work order with the type of pest issue you are experiencing, and the frequency and location of the sightings. If the condition of your unit has contributed to the infestation of your unit or the units around you, you will be charged for the exterminator's services.

    - You may not submit a 2nd request within 30 days of the pest control service else you will be charged for this 2nd visit.

    If a rodent or small animal dies inside the walls of your unit, a bad smell will occupy your unit for 5-10 days. Management will not be able to do much about this situation, and while the smell is very terrible, the decay process is efficient, and the smell will cease within days. We will be willing to set up an ozone machine to alleviate the smell, but you must not be inside the unit when we run this machine.

13. **BED BUG ERADICATION PROCEDURE.** Management provides the following policy for dealing with a bed bug infestation. If your apartment becomes infested with bed bugs, please let management know the first business day following the discovery of bed bugs. Lessee should implement the following actions immediately in order to rid your apartment of the infestation:

    a. Move all furniture 1.5 feet from the walls in all rooms.

    b. Remove from unit all personal/sensitive items (e.g. clothes, toys, plants, etc.), leaving furniture.

    c. Place all clothing, linens and other personal effects, which are to be treated separately, into plastic bags. Such items should be cleaned/washed, dried or heat treated at 130 Degrees Fahrenheit for 1 hour or fumigated before returning to the treated unit.

    d. Remove from mattresses all bed coverings, blankets, comforters, sheets, etc, and clean/wash according to above instructions for treating clothing and personal effects.

    e. Remove from furniture all blankets, linens, pillows, etc. and clean/wash according to above instructions for treating clothing, etc. and bedding.

    f. Place infested mattresses and box springs in bed encasement prior to treatment. You can buy a zipped mattress encasement at www.bedbugsupply.com.

    g. Wrap infested items you wish to discard (mattresses, box spris, blankets, etc) in plastic before removing them from the unit so as to prevent the spread of bed bugs to other units and areas of the community. Once removed from the building, destroy infested items and have them hauled away from the property immediately.

    h. Unplug all electronics.

    i. Steam clean all surfaces (e.g. floors, carpets, upholstered furniture, etc.). You can rent a steamer or hire a professional carpet steam cleaning company. If you vacuum your apartment, dispose of the vacuum bag immediately. Bed bugs can live in the vacuum for 7-8 months.

    j. Vacate the unit prior to the arrival of the pest management professional; plan to return no sooner than four hours following treatment.

    In addition, Lessor requires Lessee to hire a professional pest control company to treat the unit within 48 hours of the initial discovery of an infestation. Management can recommend a company it successfully used, and can also help with scheduling your first treatment. Lessee will be responsible for the invoice for all treatments to Lessee's unit.

    Please understand that a bed bug infestation is a serious problem and can result in neighboring apartments becoming infested. If Lessee fails to follow this written procedure, Lessee can be held liable for Lessee's infestation spreading to other apartments, and Lessor will take action to collect from Lessee the charges incurred by Lessor for the bed bug eradication.

14. **PERSONAL PROPERTY.** Lessor/Management is never, under any circumstance, responsible for your personal belongings. For instance, if Lessee's refrigerator malfunctions,

Lessor/Management will repair the refrigerator but cannot and will not be held liable for any spoiled food. If a roof leaks, Lessor/Management will repair the roof and ceiling, but cannot and will not be held liable for damaged personal property. Lessees are STRONGLY encouraged to purchase a Lessee/Renter's Insurance Policy. This can be acquired through TWA.

15. **VEHICLE REGISTRATION.** All vehicles that park on the private property of the Lessee's address must be registered and have a decal or a guest permit. Your unit comes with one registered spot per bedroom. Additional registered vehicles, if allowed, shall be provided at a monthly rent rate of $10/vehicle/month. It will be the owner's responsibility to update the registration and to ensure the decal is displayed on the driver's side rear window. When a new decal is requested, the old decal is deleted from our record and the old decal is no longer valid.

    - A Parking Violation in the amount of $50 will be assessed if a registered vehicle is incorrectly parked or parked in a space not assigned to their vehicle. A Second violation will result in a $100 charge and subject to the vehicle being towed.

    A vehicle that isn't registered or parked in a way that obstructs the reasonable flow of traffic will be towed without warning and the vehicle owner will be responsible for the towing and storage fees. All guests with unregistered vehicles should park on the city street.

16. **NOISE COMPLAINTS.** Noise violations are defined by local noise ordinance. In order to submit a formal noise complaint, one must first call law enforcement to confirm that the noise is unlawful. After getting police confirmation that the noise(s) are unlawful, you must complete an "Incident Report" found on the company website. This incident report MUST contain the Police Report # from the incident to be valid. If you are found to be improperly reporting a noise complaint, you will be subject to a $50 fine. If you are found violating local noise ordinances, you will not only be subject to sanctions from local law enforcement but the following as well:

    - 1st Reported and Confirmed Offense: $100 Fine
    - 2nd Reported and Confirmed Offense: $250 Fine
    - 3rd Reported and Confirmed Offense: $500 Fine and/or eviction.

    If management determines that your noise levels are inappropriate without a formal police report, you may be subject to a verbal warning for the first offense, a $50 fine for the second offense and a $100 fine for the third offense. Repeated violations of this policy will be subject to lease termination.
17. **ODOR NUISANCES**. Any strong odor coming from within the Lessee's unit that causes a disturbance to the neighbors' peaceful enjoyment of the property is considered a nuisance. Lessee will be subject to an Odor Nuisance fee of $50 for any nuisances related to cooking smells, tobacco, drugs, incense, and pet odor within Lessee's unit or on the premises. Repeated violations of this policy will be subject to lease termination.

18. **OCCUPANCY.** Occupancy of your apartment is limited only to those specified at the time the lease and application are signed and named in the Lease. Lessee shall be responsible for reporting any anticipated change in occupancy for the approval of Management.

19. **GUESTS.** Lessee is responsible for the conduct of their guests. Lessee should notify Management when Lessee has family or friends visiting for more than seven consecutive days. For security

reasons, Management needs to know who is in, and about, our apartment community. If Lessee has a family member or a guest arriving at a time when Lessee cannot be at home and wish Management to let them into Lessee's apartment, Lessee must contact Management and advise us in writing. Otherwise, we will have to courteously refuse them access to Lessee's apartment.

20. **PLAY AREA.** Children must not be permitted to run and play in the foyers, on stairs, or on the balconies. Children's bicycles, tricycles, etc. must not be left unattended on the sidewalks throughout the property. These toys present a hazard to the Residents in our apartment community. Lessees are responsible for the actions of their children, guests and guests' children. Children shall play in designated areas only, if available. Lessor/Management does not provide supervision, and is not responsible for any damages or injuries sustained while those parties are using these facilities.

21. **ENTRANCE, HALLWAYS, WALKS, AND LAWNS.** Entrance, hallways, walks, lawns, and other public areas shall not be obstructed or used for any purpose other than entering or exiting. Chairs, furniture and/or potted plants are not allowed on hallways, walkways or lawns. These may present a hazard during a time requiring an emergency exit.

22. **PROHIBITED ITEMS**. Having any of the following items on the property is a direct violation of our property insurance. Prohibited items are subject to seizure without return, required to be taken off the property in 24 hours, and subject to a fine no less than $100.

    a. Pools, hot tubs, or bodies of water that can be used in a similar style, of any size or material, are prohibited in a unit or on the property.

    b. Trampolines, regardless of size or style, are prohibited.

    c. Grills pose a serious fire hazard and are prohibited. Any fire resulting from a prohibited grill will be Lessee's personal responsibility and Lessee will be responsible for the damages, costs of displaced families, and potential criminal or civil liability. Additionally, if Lessee is caught using a grill on the property, Lessee will be fined $100.

23. **SPEED LIMIT.** The maximum speed limit throughout the community is 5 MPH. Drive slowly and carefully.

24. **PARKING FACILITES**. Management reserves the right (but shall have no obligation) to control the method, manner, and time of parking in the parking spaces and to control and limit the entry upon the premises by agents, messengers, delivery men, solicitors, salesmen, or any person not a Resident or their family, who seek to enter the premises, to the end that there be a minimum of traffic and confusion in and around the premises. Please note the following:

    a. Covered parking is reserved;

    b. Carefully park between two stripes;

    c. Do not empty ashtrays on parking area;

    d. Do not litter cigarette butts, drink containers, fast food bags, etc. onto parking lot;

    e. Never park in the middle of a parking area or along ways of egress

f. Never block the flow of traffic or block parked cars;

g. Always observe any restrictive parking signs;

h. Automobiles should not be parked on the grass.

i. Parking lots are not to be used for abandoned, inoperable, or neglected vehicles. They will be TOWED AWAY at the Owner's Expense.

25. **BLINDS, WINDOW COVERINGS.** Management does not provide blinds in single-family houses. In apartment units, bed linens, towels, tin foil, flags, reflectors films, etc., are not acceptable window coverings. You are required to keep your blinds in good condition. Torn or damaged blinds will be replaced regardless of your consent, and your account will be charged for the materials and labor.

26. **ANTENNAS:** Radio, television, and C.B. aerials shall not be placed or erected on the roof or exterior of building.

27. **PATIOS:** All patios or balconies must be kept clean and clear of stored items. NEVER hang clothes, garments, rugs or rags over walkway or patio railing. Patios or balconies should not be used for anything except patio furniture, flower boxes and plants. For safety, please do not place plants on balcony railings.

28. **ALTERATIONS:** No apartment alterations such as painting will be allowed without Management's prior written approval.

29. **DAMAGES:**

    a. Lessee will be responsible for all damages to Lessee's apartment beyond normal wear and tear. Lessee must promptly reimburse Lessor for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or intentional conduct by Lessee or Lessee's invitees, guests or occupants. Special caution should be exercised when using an iron, when smoking cigarettes, or when watering potted plants. Lessee will be held responsible for damages to Lessee's unit and the unit below Lessee, if caused by an overflow from drains or plumbing due to neglect of person(s) using the apartment or washing machines and/or dishwashers left un-attended that cause damage.

    b. If any employee of Lessor/Management renders any other services such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises, package delivery or any other service for or at the request of Lessee, Lessee's family, employees or guests, then for the purpose of such service, such employee shall be deemed the agent of Lessee regardless of whether or not payment is arranged for such service, and Lessee agrees to relieve Lessor/Management and hold Lessor/|Management harmless from any and all liability in connection with such services.

    c. Rules and regulations specific to this apartment complex are attached hereto and made a part hereof by this reference.

30. **INCIDENT/ACCIDENT REPORTING:** Lessee agrees to report any and all accidents or incidents, which occur on the Property/Apartment Complex to management within 2 business days after the incident occurs on an Incident Form available on Management's website under Resident Info/Forms. Management requires an investigation into incidents and/or alleged cause(s) of the incident.

31. **REQUEST FOR UNIT TRANSFER:** The Lessor has sole discretion in approving or denying any requests for unit transfer at the end of Lessee's lease term. If Lessor elects to transfer Lessee to another unit, Lessee agrees to cooperate with the owner by providing information, completing documentation, and/or transferring personal items and utilities, including qualifying for any new market rent related to the unit of transfer.