

BRIARWICK POOL APARTMENTS III, LLP

NON-STANDARD RENTAL PROVISIONS

**Jane Smith
John Smith
8801 W. Waterford Sq. No.
Greenfield, WI, 53228**

THIS ADDENDUM, made **03/31/09** between **John Smith, Jane Smith**, hereinafter called the "Lessee", and BRIARWICK POOL APARTMENTS III, LLP, hereinafter called "BW3", which term "Lessee" as used in this addendum includes every person hereinabove mentioned as Lessee each of whom, if more than one, shall be SEVERALLY AND JOINTLY LIABLE and bound by the terms of this addendum.

Non-Standard Rental Provision #1:

PETS: All pets must be duly registered with BW3 during the application process. If Lessee desires a pet after Lessee already resides in the apartment, Lessee must contact BW3 PRIOR TO OBTAINING THE PET.

- (a) If BW3 gives written consent to Lessee to have a pet, Lessee agrees to be responsible for and pay for all damages to the premises, including, but not limited to the following:
 - (1) Actual cost of carpet removal and replacement. (The necessity of which shall be solely within the discretion of BW3.)
 - (2) Carpet deodorizing of the apartment.
 - (3) Such other damages as may be determined by BW3.
- (b) Lessee agrees to pay an additional rental amount of **\$20.00** PER MONTH which shall be made payable at the same time and place as the apartment rent and an additional amount of **\$250.00** for a PET/DAMAGE DEPOSIT.
- (c) No pet is to be left unattended and/or tied to a leash outside the apartment. Pet is not allowed to run loose on apartment grounds.
- (d) All litter is to be picked up by Lessee and disposed of in a dumpster after walking the pet. Should Lessee fail to observe this rule, BW3 may impose a fine of **\$10.00** per pick-up.
- (e) Lessee agrees not to permit the pet to disturb the other Lessees in the building.
- (f) Lessee agrees that if, in the opinion of BW3, the pet becomes a nuisance, the pet must be removed from the apartment.
- (g) IF LESSEE OR GUEST HAS A PET, WITHOUT THE WRITTEN CONSENT OF BW3, IT SHALL CONSTITUTE A BREACH OF LEASE AND LESSEE MAY BE EVICTED AND CHARGED THE PET DEPOSIT AND CURRENT MONTHLY PET FEE RETROACTIVE TO **05/01/09**.
- (h) Lessee may have the following pet(s) only:
 - (1) ONE CAT, or
 - (2) ONE DOG (subject to 16 (i) below), or
 - (3) TWO CATS, or
 - (4) ONE CAT AND ONE DOG (subject to 16 (i) below).
- (i) If the pet is a dog, the dog cannot exceed **14 INCHES TALL** at the shoulder nor more than **30 POUNDS** at FULL MATURITY. If the pet is a cat, the front paws must be declawed. No ferrets, rabbits or reptiles are permitted on the premises.
- (j) All pets must meet the following regulations:
 - (1) **ALL PETS MUST BE AT LEAST ONE YEAR OLD (no kittens or puppies are allowed).**
 - (2) A vaccination certificate and a certificate of sterilization from a veterinarian must be provided prior to acceptance of the pet. A copy of this will be kept as a part of Lessee's lease.
- (k) BW3 hereby agrees to allow Lessee to have the pet(s) named below, IF NONE SO STATE, and Lessee hereby agrees to the terms above, and does hereby certify that the pet does not, OR WILL NOT, exceed the size and weight restrictions and is at least one year old. **PET BREED/TYPE: TFields-Pet Breed**

The undersigned has read this NON-STANDARD RENTAL PROVISION #1 and acknowledges that BW3 has identified and discussed this provision with Lessee prior to the reading and signing of the APARTMENT LEASE and RULES AND REGULATIONS.

John Smith

Jane Smith

John Smith, Jane Smith

Non-Standard Rental Provision #2:

LEASE TERM: Due to the costs incurred transferring an apartment from Lessee to Lessee, BW3 requires Lessee to negotiate an initial lease term with BW3 of not less than **6** months. These costs include, but are not limited to, painting, carpet shampooing, general cleaning, maintenance, advertising, management payroll and commissions. Because BW3 determines its rents based on a normal lease term of **1** year, the following short term lease fees are in effect for a Lessee negotiating with BW3 a lease term of less than **1** year: **6** month lease fee an additional **\$60.00** PER MONTH over base rent; **7** month lease fee an additional **\$50.00** PER MONTH over base rent; **8** month lease fee an additional **\$40.00** PER MONTH over base rent; **9** month lease fee an additional **\$30.00** PER MONTH over base rent; **10** month lease fee an additional **\$20.00** PER MONTH over base rent; **11** month lease fee and additional **\$10.00** PER MONTH over base rent. **The undersigned has read this NON-STANDARD RENTAL PROVISION #2 and acknowledges that BW3 has identified and discussed this provision with Lessee prior to the reading and signing of the APARTMENT LEASE and RULES AND REGULATIONS.**

John Smith

Jane Smith

Non-Standard Rental Provision #3:

AUTOMATIC RENEWAL: This lease is effective only for the above period of time and it is expressly agreed that there is no covenant to renew. **THIS LEASE SHALL BE AUTOMATICALLY RENEWED, without notice from either party on a MONTH-TO-MONTH tenancy basis with a SIXTY DAY MOVE-OUT NOTICE, unless either party shall serve written notice on the other indicating their desire not to renew.** Said notice must be served, in any and all instances, no exceptions are to be construed or implied, at least **SIXTY DAYS** before the original or any amended termination date. In the event BW3 serves notice offering to renew this lease, said offer to renew will be considered accepted only if Lessee expressly returns in writing the offer **SIXTY DAYS** before the expiration of the lease. BW3 will notify Lessee in writing of the automatic renewal provision at least **75** days, but not more than **90** days prior to the last day of the lease term. Should Lessee elect to renew this lease on a month-to-month tenancy basis, Lessee will pay the current market rent plus \$30.00 month-to-month fee. **ANY NOTICE WHEREBY THE LEASE IS AMENDED SHALL BE CONSIDERED A FURTHER ADDENDUM WITH NO NEW LEASE REQUIRED. The undersigned has read this NON-STANDARD RENTAL PROVISION #3 and acknowledges that BW3 has identified and discussed this provision with Lessee prior to the reading and signing of the APARTMENT LEASE and RULES AND REGULATIONS.**

John Smith

Jane Smith

Non-Standard Rental Provision #4:

DEFAULT & VACATE: That in the event Lessee shall desert, vacate, close or be evicted from the demised premises, BW3 may enter said premises, and may re-let the same, for the account of the Lessee, and said entry shall not affect the liability or obligation of the Lessee nor shall any of the acts specified by Wisconsin Statute as acts privileged in mitigation of rent or damages affect said liability or obligation.

IN THE CASE OF LESSEE BREAKING THE LEASE DURING THE FIRST ONE YEAR LEASE TERM, OR ANY ONE YEAR LEASE TERM RENEWAL THAT LESSEE MAY SIGN IN THE FUTURE (month-to-month tenancy excepted), Lessee agrees to continue to pay rent, and all other costs legally chargeable against Lessee pursuant to the provisions of the Statutes of the State of Wisconsin, until Lessee's apartment is re-rented. BW3 will make a reasonable effort to re-rent the apartment of Lessee, but BW3 may rent other apartments from its own account first if a prospective Lessee, not obtained by Lessee, desires an apartment other than Lessee's.

If the apartment of Lessee is re-rented by BW3 prior to the end of the initial 1 year lease term, BW3 will charge to Lessee the short term lease fees contained in Non-Standard Rental Provision #2 above as Lessee should have chosen the shorter term lease as an option at the time of original negotiation with BW3. If the apartment of Lessee is re-rented by BW3 prior to the end of any 1 year lease term renewal that Lessee may sign in the future, BW3 will charge to Lessee the month-to-month fee contained in Non-Standard Rental Provision #3 above as Lessee should have chosen the month-to-month option at the time of lease renewal with BW3. These fees are not accelerated rent, which is prohibited by Wisconsin Statutes, but the realization that Lessee was offered the shorter term lease option, or the month-to-month option, and chose to sign a 1 year lease to avoid these fees. The undersigned has read this NON-STANDARD RENTAL PROVISION #4 and acknowledges that BW3 has identified and discussed this provision with Lessee prior to the reading and signing of the APARTMENT LEASE and RULES AND REGULATIONS.

John Smith

Jane Smith

Non-Standard Rental Provision #5:

SECURITY DEPOSIT WITHHOLDING: BW3 will refund the security deposit of Lessee, in full, pursuant to the terms of the NON-STANDARD RENTAL PROVISIONS, APARTMENT LEASE, RULES AND REGULATIONS and applicable state law. BW3 will not charge Lessee for routine carpet shampooing and normal cleaning services provided Lessee surrenders the premises in a clean and tenantable condition; no past rent, fees, invoices or utility payments are due; and, the premises is left in the same condition as existed at the beginning of the initial lease term, normal wear and tear excepted. If the premises requires repairs, replacement of damaged or broken items, needs extraordinary cleaning services or has stained, excessively soiled or damaged carpeting then the following amounts will be deducted from the security deposit of Lessee, where applicable:

CLEANING		REPAIRS & REPLACEMENTS	
Range	\$40.00	Re-key or change locks	\$35.00
Oven Racks	\$20.00	Keys not returned (each)	\$ 5.00
Refrigerator	\$20.00	Towel rack	\$15.00
Kitchen Floor	\$10.00	Ice cube tray	\$ 5.00
Sink & Faucet	\$10.00	Refrigerator drawers	\$40.00
Kitchen Cabinets	\$15.00	Refrigerator crisper shelf	\$30.00
Kitchen Drawers (each)	\$ 5.00	Sink stopper	\$ 5.00
Countertops	\$10.00	6" range drip pan	\$ 5.00
Bathtub	\$20.00	8" range drip pan	\$10.00
Tile/Surround	\$20.00	Range knobs (each)	\$ 5.00
Bath Floor	\$10.00	Satellite dish damages	at cost
Vanity Cabinet	\$10.00	Garage door opener	\$30.00
Toilet	\$10.00	Hallway light fixture	\$25.00
Baseboards	\$15.00	Chandelier or ceiling fan/light	\$90.00
Sweep balcony/patio	\$10.00	Chandelier or light globes	\$10.00
Vacuum carpet	\$20.00	Window screen	\$20.00
Patio door pane or track (each)	\$ 5.00	Patio screen	\$35.00
Window pane or track (each)	\$ 5.00	Interior or closet door	\$90.00
Sweep storage locker	\$10.00	Entry door	at cost
Light fixtures	\$10.00	Window pane	at cost
Closet doors	\$20.00	Light bulb (each)	\$ 2.00
Heat vents	\$20.00	Medicine cabinet	at cost
Carpet stains	at cost	Garbage disposal	\$75.00
Double carpet cleaning	at cost	Floor tile/vinyl	at cost
Pet Deodorizing	at cost	Carpeting	at cost
Miscellaneous (per hour)	\$20.00	Toilet Seat	\$15.00
Remove debris (per hour)	\$20.00	Bath mirror	\$80.00
Wallpaper removal (per hour)	\$25.00	Smoke detector	\$15.00
2nd/3rd paint coat (per room)	\$75.00	1" hole in wall	\$25.00
2nd/3rd paint coat (entire apt)	at cost	Parking or pool tag	\$ 3.00
		Miscellaneous (per hour)	\$25.00

BW3 may choose to hire any outside contractor(s) to perform cleaning services, carpet shampooing, painting, repairs or replace items on behalf of Lessee, if BW3 is unwilling or unable to perform the work itself, and BW3 will charge Lessee the actual costs paid to any outside contractor(s), if the costs exceed those stated above, provide that BW3 gives Lessee a copy of the invoice(s) for work performed by any outside contractor(s).

Should BW3 determine that any of the costs listed above become inaccurate due to rising hardware, building material, supplies or labor costs, BW3 may charge Lessee the higher amount provided that BW3 includes a copy of the invoice(s) with Lessee's security deposit statement.

In addition to the above cleaning, repair and replacement deductions, Lessee hereby allows BW3 to subtract delinquent pet fees, vehicle parking fees, washer/dryer fees, short-term lease fees, month-to-month fees, late fees, NSF fees, invoices and utility charges from the security deposit of Lessee. **The undersigned has read this NON-STANDARD RENTAL PROVISION #5 and acknowledges that BW3 has identified and discussed this provision with Lessee prior to the reading and signing of the APARTMENT LEASE and RULES AND REGULATIONS.**

BRIARWICK POOL APARTMENTS III, LLP

APARTMENT LEASE

THIS LEASE, made **03/31/09** between **John Smith, Jane Smith**, hereinafter called the "Lessee", and BRIARWICK POOL APARTMENTS III, LLP, hereinafter called "BW3", which term "Lessee" as used in this lease includes every person hereinabove mentioned as Lessee each of whom, if more than one, shall be SEVERALLY AND JOINTLY LIABLE and bound by the terms of this lease. Whenever the word "Lessee" is used in this Lease and Rules and Regulations, it shall be taken to apply to and include Lessee, Lessee's family, and Lessee's servants, business and social guests and is to include such number and gender as circumstances require.

WITNESSETH, that BW3, for and in consideration of the covenants, agreements, terms, rules, regulations and conditions, to be kept and performed by the Lessee, does hereby demise and lease unto the Lessee, and BW3 hereby hires and takes as tenant, the apartment in the City of Greenfield, Wisconsin, known and described as apartment **8801 W. Waterford Sq. No.** to be occupied and used as a residence only by the Lessee and the following members of Lessee's family: **JOE SMITH, JOAN SMITH.**

1. BASIC TERMS: The term of this lease BEGINS **05/01/09** and ENDS **12 NOON 04/30/10**. The parties understand this will be the case, no matter what type of tenancy, **under all circumstances, no exceptions, that a SIXTY DAY WRITTEN NOTICE, dated the FIRST DAY of the month, is required before vacating.** Lessee paying therefore to BW3 the sum of **\$800.00 PER MONTH PLUS \$10.00** for outside parking fee, **\$35.00** for underground parking fee, **\$28.00** for washer/dryer fee, **\$20.00** for pet fee, **\$60.00** for short term lease fee, **\$30.00** month-to-month fee, and **\$75.00** for miscellaneous fee (see addendum, if any), on the FIRST DAY of each and every month during the continuance of said term, in advance, to BW3 and deposited with or mailed to **9050 West Waterford Square South, Greenfield, Wisconsin 53228.** At the expiration of the initial lease term above, Lessee may elect to renew this lease on a month-to-month tenancy basis at the current market rent plus **\$30.00** month-to-month fee.

2. TERM: The term of this Lease shall be as set forth in Section One. This Lease supersedes any existing lease between the parties with respect to the Premises and any such existing lease shall be deemed terminated as of the commencement date of this Lease except with respect to obligations or liabilities which arose or accrued thereunder prior to the date of termination.

3. RENT: The rental fixed herein is based upon prompt payment when due. Lessee acknowledges that late payment of rent will cause BW3 to incur costs not contemplated by this Lease. The exact amount of such costs is extremely difficult and impracticable to fix, but such costs include, with limitation, processing and accounting charges, bookkeeping charges, legal fees and charges for service of notices. Therefore, if any monthly payment of rent or any other charge required to be paid by Lessee to BW3 under this Lease is not received by BW3 by the **5th** day of the month, Lessee shall pay a LATE PAYMENT PENALTY of **\$25.00**. Should the rent remain unpaid on the **15th** day of the month, Lessee shall pay an ADDITIONAL late payment penalty of **\$25.00**. Lessee agrees that any such charge represents a fair and reasonable estimate of the damages that BW3 will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the past due amount nor prevent BW3 from exercising any of the other rights and remedies available to BW3.

Lessee further agrees to pay a fee of **\$25.00** if any check tendered by Lessee to BW3 is returned to BW3 because of insufficient funds. BW3 shall further have the right to demand that any returned item be replaced by a cashier's check, certified check, cash or money order. If Lessee tenders **2** or more checks or bank drafts during the term of this Lease which are returned for insufficient funds, BW3 shall have the right to demand that all future obligations hereafter be paid by cashier's check, certified check or money order.

4. SECURITY AND PET DAMAGE DEPOSITS: It is further agreed that the amount of **\$300.00** shall be paid by Lessee to BW3 as SECURITY/DAMAGE DEPOSIT, for the guaranteed performance of Lessee's obligations. ALL PETS MUST BE APPROVED BY BW3 PRIOR TO OBTAINING THE PET. If Lessee has a pet that was approved by BW3, it is agreed that an additional amount of **\$250.00** shall be paid by Lessee to BW3 as a PET/DAMAGE DEPOSIT. Said deposit(s) shall be held by BW3 and need not be held in trust, shall not bear interest, and may be commingled with other funds of BW3, and shall be used to guarantee against Lessee damage, waste or neglect of the premises or the nonpayment of rent or fees for utility services. Said sum shall be returned to the Lessee TWENTY-ONE DAYS after termination of the Lease and surrender of the premises on the condition that Lessee be not in default and the premises are returned to BW3 clean, undamaged, in good repair and in tenantable condition, normal wear and tear excepted. It is further agreed, that DAMAGE DEPOSIT(S) CANNOT BE USED AS RENT by Lessee. By doing so, Lessee will be subject to immediate eviction.

5. OTHER OCCUPANTS: If any person other than those herein listed occupy the apartment for a period of more than FORTY-EIGHT HOURS within any month of the term of this lease (OCCASIONAL GUESTS EXCEPTED), Lessee herein shall pay to BW3 an additional rental of **\$10.00 PER PERSON** for each TWENTY-FOUR HOUR period so occupied without written consent of BW3, unless said occupant makes application for tenancy, is approved by management and signs a lease. If Lessee fails to pay fees as they come due, this will be considered a breach of lease and subject the Lessee to eviction.

6. APPLICATION: Lessee covenants that all representations made in the application for this Lease are incorporated into this Lease and made a part of it. Lessee represents and warrants that all information contained in the application is true and understands that this information was given as an inducement for BW3 to enter into this Lease and therefore constitutes a material covenant. If any information contained in the Application is not true, correct and complete, Lessee shall be in breach of this Lease and BW3 shall have the right to terminate this Lease and evict Lessee.

7. UTILITIES: The monthly RENT INCLUDES water, sewer, garbage pickup, snow plowing and shoveling, grass cutting, common area electricity, ONE OUTSIDE PARKING SPACE, (heat and hot water at Overlook View). Individual dwelling unit electricity, telephone, cable television and underground parking spaces are not included in the monthly rent. **Lessee agrees to place the electricity in the name of Lessee with WE ENERGIES (phone: 1-800-242-9137)** at the date of Lessee occupancy, or the beginning of the lease term, whichever occurs first, and retain the electricity in the name of Lessee through the date of the next Lessee occupancy, or the end of the lease term, whichever occurs first.

8. CONDITION OF PREMISES: Unless Lessee provides written exceptions to apartment's condition within TEN DAYS of occupancy, it is agreed that the Lessee has examined, inspected and knows the condition of demised premises, appliances and equipment thereto belonging and has found and received same in good order and repair and acceptable and Lessee hereby waives any objection to the condition of the premises, appliances and equipment or, in the event Lessee has not already inspected these premises, Lessee has TEN DAYS to inspect the premises and notify BW3 for damages or defects which existed before the beginning of the tenancy. LESSEE SHALL NOT MAKE ANY ALTERATIONS, additions, decorations, physical changes or improvements to the demised premises without BW3 prior written consent. All alterations, additions and improvements made and all fixtures including carpeting installed by Lessee which are not removed by Lessee shall remain as the BW3 benefit. If Lessee removes fixtures Lessee installed, Lessee shall leave the premises in substantially the same condition after the removal as said premises were prior to the installation or be liable for BW3 expenses including time, labor and material incurred in restoring the demised premises.

BW3 shall not be required to improve, remodel or alter the Premises or perform any work thereon for Lessee's use and occupancy except as expressly set forth herein. No representations or warranties are made or have been made by BW3 or BW3 agents and representatives that are not expressly set forth herein.

9. FURNITURE INVENTORY LIST: Refrigerator, range, disposal, carpeting, air conditioner(s), (washer/dryer and dishwasher at Briarwick).

10. COMMON AREAS: BW3 may at any time upon posting at least 24 hours in advance, if practicable, close any of the private streets and walkways of the Community or any part of the Community to make repairs or changes, to prevent the acquisition of public rights in such area, to discourage non-resident parking, or for any other reason. Lessee acknowledges that the areas and facilities of the Community which are available from time to time for the common use of all of the Lessees of the Community are being made available on a gratuitous basis and are not part of the Premises leased hereunder and the right to use such areas and facilities may be discontinued by BW3 at any time in its sole discretion, and such discontinuance shall not be a default by BW3 under this Lease and shall have no effect on the rent to be paid by Lessee or any of the other agreements to be performed by Lessee hereunder. BW3 shall not be responsible for any loss or damage to Lessee's property in such areas or facilities or to any person making use of the same. Lessee, in making use of such areas and facilities, does so at Lessee's risk. **Lessee must park Lessee's vehicle in the parking space(s) as set forth in Section 11 of the Rules & Regulations.** Lessee may not park Lessee's vehicle on the streets and fire lanes within the Community, nor in any other parking space not assigned by BW3. Lessee also assumes responsibility to notify and enforce Lessee's visitors, delivery vehicles and guests to park their vehicles in the designated visitor parking spaces or to park their vehicle outside of the Community. Lessee will be subject to a fine from BW3 for each violation of this provision.

11. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this Lease or sublet the Premises or any part thereof or permit any part of the Premises to be used or occupied by anyone other than those persons herein listed.

12. INSURANCE AND LIABILITY OF LESSEE: Lessee's use of the Premises shall be at Lessee's sole risk and Lessee acknowledges that it is the responsibility of Lessee to obtain personal property, personal liability, accident and other insurance coverage adequate to protect Lessee and Lessee's personal property and to cover living expenses in the event Lessee is unable to live in the apartment. Lessee acknowledges that BW3 insurance does not cover Lessee's personal property.

13. USE: The Lessee shall keep the premises in as good repair as the same are in at the commencement of said term, reasonable wear and tear thereof excepted, and at the expiration or termination of this lease, will yield up the demised premises in good condition and repair, ordinary wear and tear excepted.

That the Lessee shall observe and comply with the Rules and Regulations of the apartment building, as printed hereon, or as may here after be added to or amended, and which constitute a part of this indenture and lease, and Lessee agrees that said rules and regulations may be rescinded, amended and added to by BW3 as necessary for the proper use, benefit, welfare and enjoyment of all the tenants. BW3 MAY TERMINATE AND CANCEL THIS LEASE FOR THE VIOLATION OF ANY RULE, regulation, terms, covenant or condition hereof and, if necessary, commence appropriate judicial eviction procedures. That BW3 shall not be responsible to Lessee for any non-observance of rules on the part of other Lessees.

That the Lessee shall hold BW3 harmless for any loss or damage which Lessee may sustain:

- (a) By reason of any strike, lockout, work stoppage, or any other disturbance, riot, civil commotion or act of God affecting the Lessee or the demised premises or any tenant therein.
- (b) From theft or burglary in or about the premises.
- (c) From delay or interruption in any service from any cause whatsoever.
- (d) From fire, water, rain, frost, snow, gas or odors or fumes from any source whatsoever.
- (e) From any injury to any person or damage to any property not caused by BW3 direct negligence or omissions.
- (f) From Lessee's failure to keep said premises and appliances in repair.
- (g) From injury or damage caused by the bursting or leaking of pipes or backing up of the sewer drain and pipes.

14. RELEASE OF LESSEE INFORMATION: Lessee authorizes BW3 to release any information regarding Lessee and Lessee's tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

15. BREACH: Should Lessee neglect or fail to perform or observe any of the terms of this Lease or Rules & Regulations, BW3 shall give Lessee written notice of such breach as prescribed by law requiring the Lessee to remedy the breach or vacate the premises on or before FIVE DAYS after the giving of the notice or FOURTEEN DAYS if such breach requires or allows the giving of a **14** day notice. Should the Lessee fail to remedy the breach in the case of a **5** day notice or upon expiration of FOURTEEN DAYS after the serving of a **14** day notice, BW3 may declare this lease terminated and institute action to expel Lessee from the Premises without limiting the liability of Lessee for the rent due or to become due under this lease. IF LESSEE REQUESTS A LEASE TERM FOR MORE THAN ONE YEAR, as an inducement for BW3 to enter into this Lease, Lessee agrees to the **5** day notice and **14** day notice provisions as stated above IN LIEU OF THE **30** DAY NOTICE REQUIREMENT as provided for in Wisconsin Statutes.

16. ABANDONMENT: It is further agreed if any property shall remain in the leased premises for a period of ONE DAY after Lessee vacates or abandons said premises, it is Lessee's intent that said property is abandoned and BW3 may seize said property and BW3 shall have the right to dispose of the property in any manner deemed appropriate by BW3 in accordance with Wisconsin Statutes.

17. WAIVER: Exceptions of delinquent rent does not constitute a waiver of that or any other default. Waiver of one breach shall not be deemed to waive any other past or future breach.

18. DATES: TIME IS OF THE ESSENCE AS TO PERFORMANCE IN THIS LEASE OR BY LAW.

19. LOCKER: Lessee is assigned locker **220 BLDG. 9 #**. Under no conditions can Lessee use any other locker or Lessee's belongings will be impounded and disposed of. Lessee shall not store operating refrigerators, freezers, or other such appliances, nor install and/or make use of lights or other electrical devices in lockers.

20. JOB TRANSFER: BW3 and Lessee agree that after **SIX MONTHS** from **05/01/09**, Lessee may, without penalty or further obligation, **terminate the lease effective upon the last day of that month, or any future calendar month during the first one year lease term (or any one year lease term renewal that Lessee may sign in the future)**, with a **SIXTY DAY** written notice, dated the **FIRST DAY** of the month, if Lessee meets ALL of the following conditions:

- (a) Lessee has fulfilled all obligations under the lease and is not in default under the lease.
- (b) Lessee is EITHER:
 - (1) permanently transferred from place of employment by Lessee's employer to a location at least **FIFTY MILES** from the leased premises; or
 - (2) a member of the United States armed forces on extended active duty and receives change of station orders to permanently transfer to a location at least **FIFTY MILES** from the leased premises.
- (c) Lessee presents BW3 with EITHER:

- (1) a statement from Lessee's employer sworn to before a notary public attesting to Lessee's transfer and setting forth the location to which Lessee is being transferred and the date the transfer becomes effective; or
- (2) a certified copy of military transfer orders.

(d) At least **THIRTY DAYS** before termination date, Lessee pays, by cash or certified check, ALL RENTS AND CHARGES DUE THROUGH TERMINATION DATE. BW3 will not pro-rate or refund any rent already paid in advance through the termination date.

(e) If Lessee terminates the lease pursuant to this section, and subsequently does not permanently transfer more than **FIFTY MILES** from the leased premises, Lessee agrees that the rent for the entire unexpired term of the lease, had it not been terminated, shall become immediately due and payable to BW3.

21. HEALTH CLAUSE: BW3 and Lessee agree that after **SIX MONTHS** from **05/01/09**, Lessee may, without penalty or further obligation, **terminate the lease effective upon the last day of that month, or any future calendar month during the first one year lease term (or any one year lease term renewal that Lessee may sign in the future)**, with a **SIXTY DAY** written notice, dated the **FIRST DAY** of the month, if Lessee meets ALL of the following conditions:

(a) Lessee has fulfilled all obligations under the lease and is not in default under the lease.

(b) Lessee is unable to continue residence in the apartment due to the deterioration of Lessee's physical or mental health.

(c) Lessee presents BW3 with a written statement from Lessee's physician sworn to before a notary public attesting to Lessee's illness and setting forth the physical or mental condition of Lessee.

(d) At least **THIRTY DAYS** before termination date, Lessee pays, by cash or certified check, ALL RENTS AND CHARGES DUE THROUGH TERMINATION DATE. BW3 will not pro-rate or refund any rent already paid in advance through the termination date.

(e) If Lessee terminates the lease pursuant to this rider, and subsequently does not require hospitalization, assisted living or hospice care, Lessee agrees that the rent for the entire unexpired term of the lease, had it not been terminated, shall become immediately due and payable to BW3.

22. APPLICABLE LAW: This lease, rules, and regulations shall be governed by and construed in accordance with the laws of the State of Wisconsin. **If any provision of this lease and rules and regulations or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, said provision shall not invalidate the remaining portions of this lease, and, the effect of such violation of such provision shall be deemed stricken from this lease and said shall be read as if said provision were not contained therein.** The remainder of this lease and rules and regulations shall not be affected thereby and each provision of the lease and rules and regulations shall be valid and enforceable to the fullest extent permitted by law.

23. MANAGEMENT & EMERGENCIES: The names and addresses of the persons authorized to collect or receive rent, manage and maintain the premises, accept service of legal process and other notices and demands on behalf of the owner, and who can readily be contacted by the Lessee are:

GEORGE KOPACZ, 9050 W. WATERFORD SQUARE SOUTH, GREENFIELD, WI 53228, (414) 541-0760

CATHERINE J. STYZA, 9050 W. WATERFORD SQUARE SOUTH, GREENFIELD, WI 53228, (414) 541-2888

If you are unable to reach the Community manager, emergency calls will be taken by the 24 hour answering service at **(800) 215-6538**. The answering service will locate BW3's agent and they will return your call promptly. **Please only use the answering service for emergencies that cannot wait until normal office hours.**

IT IS FURTHER AGREED, that this lease is granted upon the express condition that in case BW3 deems objectionable or improper any conduct on the part of Lessee or guest, BW3 shall evict.

IT IS FURTHER AGREED, that no oral promises have been made and that this lease is the entire agreement.

IT IS FURTHER AGREED, that the covenants and agreements herein contained shall be binding upon, apply and inure to the parties, their representatives, heirs, executors, administrators and assigns.

In the event that any provision of this lease shall be in conflict with any of the provisions of the Statutes of the State of Wisconsin, it is hereby agreed by and between the parties that the provision of the lease shall be controlling.

Date:

BW3 and Lessee agree to the terms of this Lease.

LESSEE: John Smith

Date:

AGENT/BRIARWICK POOL APARTMENTS III, LLP

LESSEE: Jane Smith

BRIARWICK POOL APARTMENTS III, LLP

RULES AND REGULATIONS

THESE RULES AND REGULATIONS, made **03/31/09** between **John Smith Jane Smith**, hereinafter called the "Lessee", and BRIARWICK POOL APARTMENTS III, LLP, hereinafter called "BW3", which term "Lessee" as used in these Rules and Regulations includes every person hereinabove mentioned as Lessee each of whom, if more than one, shall be **SEVERALLY AND JOINTLY LIABLE** and bound by the terms of these Rules and Regulations.

- 1.** For the comfort and convenience and for the benefit of all Lessees and to insure proper use and care of the premises, Lessee shall comply with all these Rules and Regulations and **SHALL NOT BE PERMITTED TO:**
 - (a)** Allow any sign, placard, advertisement or notice to be displayed in or about the premises including signs of whatever nature on cars, boats, motorcycles, etc., without BW3 written consent.
 - (b)** Cause or allow any improper or disturbing noises, disturbances, odors or loitering in the halls, stairways, elevators, basement or other parts of the building at any time or to sing or play musical instruments, radio or television in a manner or at times or use the premises for any unlawful purpose or in such manner as to interfere unreasonably with use by another occupant of the same building or group of buildings.
 - (c)** Mark, damage, mar or deface any part of the building.
 - (d)** Drive nails or screws into walls, floors, tiles, ceilings, woodwork, or partitions or to drill holes or fasten any article, (including adhesive-backed hooks, etc.), on any part of the premises or damage or deface the same, other than small picture hangers.
 - (e)** Do laundry except in rooms provided for that purpose and **ONLY BETWEEN THE HOURS OF 8 A.M.--9 P.M.** Laundry not to be hung outdoors.
 - (f)** Allow water to run except when in actual use.
 - (g)** **DUPLICATE ANY KEYS** supplied to Lessee by BW3 for the apartment rented nor duplicate keys for any and all other areas of the building. Lessee furthermore shall not distribute for any purpose keys which allow entrance to the building, apartment or other areas of building to anyone not lawfully residing in said building.
 - (h)** Due to state and local fire codes, gas or charcoal grills (electric grills excepted) are prohibited to be used within **10** feet of any building or structure. Any Lessee who occupies an apartment on the second floor (or Overlook View) is unable to use a gas or charcoal grill (electric grills excepted) on their balcony because they cannot meet the **10** foot building clearance requirement. Any Lessee who occupies an apartment on the first floor (or Overlook View) may store their gas or charcoal grill on the patio but must roll it **10** feet away from any structure when in use. Second floor Lessees (or Overlook View) may store their gas or charcoal grills on the ground level near the bushes or planter areas, at least **5** feet from the first floor patios, and may use them **10** feet away from any structure. After use, and when the grill is cool, Lessee should return the grill to its proper storage area. Gas grills may be stored in the locker only if the LP tank is empty. Storage of LP tanks within the apartment is prohibited.
 - (i)** There is no attendant at the pool, **swim at your own risk**. Children under 16 years of age should be supervised.
- 2.** Lessee shall not do anything in the premises, or bring or keep anything therein, which will in any way increase the risk of fire or which shall conflict with fire laws, ordinances or regulations of the Fire Department or with any insurance policy on the building.
- 3.** Lessee shall keep the glass in the windows and doors in good repair and shall replace with equal quality and same size any that may be broken. Lessee will replace all electric bulbs or fixtures with the same quality and design. Lessee will at all times keep the windows neat and tidy (no blankets, sheets or foil).
- 4.** Lessee shall keep the premises in a clean and tenantable condition and shall obey all ordinances of the City of Greenfield or other agency of government, as well as the orders, rules and regulations of the health officers or other officers.
- 5.** Any locker, storeroom, wash machine, dryer, or storage space in the building used by the Lessee is furnished **GRATUITOUSLY** and is not part of the leased premises. BW3 shall not be responsible for any loss or damage to any property, or to any person making use of the same. Lessee in making use of such space does so at Lessee's risk.
- 6.** Tin cans, rubbish, newspapers, refuse, garbage, rags, waste paper and the like must be deposited in receptacles provided by BW3 and in place designated by manager of premises. **LESSEE AGREES TO COMPLY WITH ALL ORDINANCES REGARDING RECYCLING.** Any violation by Lessee thereof, which results in a fee, fine or penalty to BW3 will be added to Lessee's rent and will become immediately due and payable to BW3 upon demand.

7. The water closets, disposal and other water apparatus shall not be used for any purpose other than that for which they were constructed and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever, shall be paid by Lessee. Failure to pay said amount within FIVE DAYS after presentment of the bill shall be considered a breach of lease.

8. BW3 shall have the right to enter the premises during tenancy at all reasonable times to inspect the premises, make repairs and show the premises to prospective Lessees or purchasers upon advance notice of TWELVE HOURS (or sooner if Lessee so consents). In the event of an occasion of a health or safety emergency when Lessee is absent and BW3 reasonably believes that entry is necessary to protect the premises from danger, BW3 may enter the premises without notice and use such force as appears necessary. Denial of access will be considered breach of lease.

9. BW3 will replace the smoke detector battery or replace a defective smoke detector annually. LESSEE ACCEPTS THE RESPONSIBILITY TO TEST THE SMOKE DETECTOR PERIODICALLY and report any defect to BW3 immediately. Failure to maintain the smoke detector in working order will release BW3 from any liability from personal loss.

10. No radio or television wires, satellite dishes greater than one meter, aerial or connection shall be installed, placed on, or attached to the demised premises without the prior written consent of BW3. Satellite dishes with a diameter of one meter or less may be installed in the areas under Lessee's exclusive control such as the apartment interior, balcony, patio or other private space. Lessee may not install satellite dishes in common areas such as roofs, exterior walls or the lawn areas regardless of whether Lessee is able to attract a signal from a satellite provider. Lessee should choose the apartment exposure accordingly if Lessee desires a satellite dish. Should any hole be made into the leased premises, it must be restored to its original condition, as if no satellite dish ever existed, with no exceptions, at the time the premises is surrendered to BW3.

11. Lessee's vehicle(s) shall park outside and are not assigned a parking space. 1 outside parking spaces is furnished gratuitously subject to the regulations below. If Lessee chooses to rent an underground parking space (at Briarwick) from BW3, Lessee shall park in UNDERGROUND PARKING SPACE NUMBER **34 BLDG. 2. Use of the underground space throughout the year is required due to the limited number of outside parking spaces. IT IS FURTHER UNDERSTOOD THAT:**

(a) Underground parking spaces are available for rent on a first-come, first-served basis in the following order of priority:

(1) Spaces rented ANNUALLY (or concurrently with the apartment lease);

(2) Spaces rented MONTHLY, with a FORTY-EIGHT HOUR cancellation notice by BW3.

(b) From the date of occupancy of any underground parking spaces, Lessee shall pay additional rent of **\$35.00 PER MONTH** per space if the space is rented ANNUALLY, or concurrently with the apartment lease, or **\$50.00 PER MONTH** per space if the space is rented MONTHLY. The additional rent shall be made payable at the same time and place as the apartment rent.

(c) Any damages caused by Lessee's vehicles to the property or ground which are repaired by BW3, shall be made at the expense of the Lessee and Lessee shall reimburse BW3 for the cost of such repairs. Failure to pay said amount within FIVE DAYS after presentment of the bill shall be considered a breach of lease.

(d) Repair work on vehicles is not permitted on the premises.

(e) Inoperable, unlicensed or unregistered vehicles will be removed from the premises at Lessee's expense.

(f) Motorcycles and motorbikes may be parked in front of Lessee's vehicle in the underground or outside parking space(s) but cannot occupy an outside parking space alone. Bicycles must be parked in front of Lessee's vehicle in the underground parking space or stored in Lessee's locker. Bicycles may not be stored on walks, halls or lawns.

(g) Boat, trailer and recreational vehicle parking is not permitted on the premises unless an underground parking space is rented specifically for the purpose of storing said vehicle.

(h) Regular patrols will be made to monitor vehicles and enforce parking regulations.

(i) In the event of a sale of a vehicle, BW3 must be notified so records can be changed.

(j) Overnight guests are acceptable but BW3 must be informed as to the apartment number where guest is visiting and to the year, make and license number of vehicle.

(k) Electric or gas/electric hybrid vehicles of Lessee shall not be plugged into either the common area electric sources of BW3 nor into the apartment of Lessee (electric cord liability hazard) without written permission of BW3. A **\$25.00 PER DAY** fee will be charged to Lessee for any violations of this provision.

(l) BW3 and Lessee will share snow shoveling around the vehicle(s) of Lessee. Lessee shall move vehicle(s) to a clean parking space after each snowfall to avoid snow build-up around vehicle(s).

(m) Lessee shall hang the parking permit tag from the rear view mirror with the numbers facing the windshield.

(n) Lessee represents that the following is the description of Lessee's vehicle(s), IF NONE SO STATE:

YEAR, MAKE & LICENSE #1: 00/CORVETTE/GOFAST

PERMIT #1: GRN/J-7028

YEAR, MAKE & LICENSE #2: 09/CORVETTE/FASTER

PERMIT #2: GRN/J-7029

12. That Lessee or any member of Lessee's family, servants or guests shall not become intoxicated, disorderly or create or permit any noises in and about the apartment building or neighborhood or do any damage in or about the said apartment building.

13. Lessee shall not meddle with or interfere in any way with any part of the plumbing, heating, lighting, refrigerating, sprinkler, smoke detection and alarm systems, elevator or laundry apparatus or controls in or about the leased premises or the building containing said equipment.

14. Packages or personal property left with personnel at BW3 office will be received by such personnel as agent of Lessee and not of BW3. Such personnel are not authorized by BW3 to accept and/or hold packages or personal property of a Lessee.

15. No water beds shall be permitted in or on the leased premises unless a copy of water bed insurance coverage is provided by Lessee.

16. BW3 does not allow any live Christmas trees or wreaths. Only artificial Christmas trees and wreaths will be permitted, due to fire hazard, disposal problems and damage/tidiness to hallways. Lessee agrees to cooperate with BW3 regarding this matter. Anyone found to have violated this provision will be billed **\$50.00** for disposal and cleaning costs.

17. Skateboarding, rollerblading or snowmobiling will not be permitted on the property by either Lessee or Lessee's guests.

18. No storage of any items on the patio or balcony is permitted excepting the patio furniture in use. Items such as cans, bottles, cigarette butts, dishes, utensils and toys should be removed from the patio or balcony after each use.

19. BW3 shall have the right to make such other reasonable Rules and Regulations as may, in BW3 judgement, be needful for the safety, care and cleanliness of the premises and the preservation of good order therein, which, when so made and notice thereof given to the Lessee, shall have the same force and effect as if originally made a part of this lease.

Date:

BW3 and Lessee agree to these Rules and Regulations.

LESSEE: John Smith

Date:

AGENT/BRIARWICK POOL APARTMENTS III, LLP

LESSEE: Jane Smith

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

This addendum made part of the apartment lease dated 03/31/09.

Property Address: 8801 W. Waterford Sq. No., Greenfield, WI 53228

Lessor: BRIARWICK POOL APARTMENTS III, LLP

Lessor's Agent: GEORGE KOPACZ

Lessee: Jane Smith, John Smith

Lead Warning Statement

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

Lessor's Disclosures

- (1) BW3 has knowledge of lead-based paint and/or that lead-based paint hazards are present in the housing.
- (2) BW3 has no knowledge of lead-based paint and/or that lead-based paint hazards in the housing.

Records and reports available to the Lessor:

- (1) BW3 has provided Lessee with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing.
- (2) BW3 has no reports or records pertaining to lead-based paint and/or that lead-based paint hazards in the housing.

Lessee's Acknowledgement

Lessee states that Lessee has received any records and reports listed under Lessor's Disclosures above. Lessee acknowledges that Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

Agent's Acknowledgement

If Lessor is represented by an Agent, the Agent certifies that the Agent has informed the Lessor of the Lessor's obligation under 42 U.S.C. 4852d and that the Agent is aware of Agent's duty to ensure compliance with the requirements of federal laws and regulations.

Certification of Accuracy

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

Date:

LESSEE: John Smith

Date:

AGENT/BRIARWICK POOL APARTMENTS III, LLP

LESSEE: Jane Smith