

CEDARBURG LEASE

THE LEASE OF THE PREMISES IDENTIFIED BELOW IS ENTERED BY AND BETWEEN THE LANDLORD AND TENANT (REFERRED TO IN THE SINGULAR WHETHER ONE OR MORE) ON THE FOLLOWING TERMS AND CONDITIONS:

Lessee(s), herein referred to as "Tenant": XX

Each Tenant, if more than one, shall be jointly and severally liable for all rent payments and all obligations under this Lease.

Occupants: Occupancy is limited to one adult/adults and no children under the age of 18.

Names of Occupants: XX

Lessor, herein referred to as "Landlord": LENOX PLACE APARTMENTS, LLC

In accordance with Wisconsin Law, Landlord discloses that it is both the owner of the Leased Premises and the entity authorized to collect or receive rent and to manage and maintain the property.

In consideration of the rent agreed to be paid herein and the performance, by Tenant, of all agreements and conditions set out herein, Landlord hereby leases to Tenant the following described Premises (referred to in this Lease as the "Leased Premises").

Leased Premises: WXX NXX Lenox Place, Unit #X, Cedarburg, WI 53012

Lease Term: First day of Term: XX
Last day of Term: XX

The Lease shall continue on a month-to-month basis thereafter unless and until terminated as provided herein. **(TENANT MUST GIVE 60 DAYS NOTICE TO TERMINATE THIS LEASE AND LEASE MUST END ON LAST DAY OF A MONTH.)**

Rent: \$625.00 per month

Security Deposit: \$6250.00

Payable at: P.O. Box 862, Cedarburg, WI 53012 on or before the first day of each month during the duration of this Lease unless otherwise directed by Landlord in writing. There is no grace period. Rent payments shall be made by check, bank draft, or money order. (Cash payment of rent will not be accepted.) Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Lease. Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. **An additional fee of \$25.00 will be charged if rent payments are not received in Landlord's office on or before the fifth (5th) day of the month.**

Termination: **After the expiration of the initial Lease Term, this lease shall automatically renew on a month-to-month basis until terminated. Tenant must give Landlord a minimum of 60 days notice to terminate this lease. A lease may be terminated only on the last day of a month.**

Unless otherwise authorized by Landlord, vacating tenant must be out of the Leased Premises by 3:00 p.m. on the last day of the Lease term.

Assignment or Subletting: Tenant shall not assign this Lease or sublet the Leased Premises or any part thereof without the prior written consent of the Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Lease.

Continuing Liability: Without in any way limiting, lessening, releasing or in any other way affecting the liability of the other parties liable under this Lease, Landlord may, with or without consideration and without notice to such other parties, extended the due date for amounts owing by any party to this Lease or grant extensions of time for the performance of other obligations under this Lease, release any party liable as a tenant under this Lease or make compromises or other arrangements with any such party. Discharge of the obligations of any party to this Lease under the Federal Bankruptcy Code or under any other state or federal bankruptcy, insolvency or similar proceeding shall not affect the liability of the remaining parties to this Lease.

Utilities: Utility charges not separately metered (including water/sewer) are included in the rent. Tenant shall not use or consume these utilities in amounts or quantities in excess of those reasonably necessary for Tenant's residential use of the Leased Premises. **If Tenant opens the windows to the unit, the heat MUST be turned off.** Tenant shall be solely responsible for all individually metered utilities (including electricity, cable, and telephone) and shall pay all charges for same promptly when due. Applications for utilities not provided by Landlord must be made prior to occupancy. Landlord shall not be responsible or liable in any manner whatsoever for the quality, quantity, impairment, stoppage or other interference with any utility services and no such occurrence shall release Tenant from the performance of any of its obligations hereunder.

Utilities and Furnishings provided by Landlord: Refrigerator, stove, carpeting, in-wall air conditioner, water/sewer, and heat.

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Utilities shall be used only for normal household purposes and not be wasted. **If Tenant opens the windows to the unit, the heat MUST be turned off. If Tenant refuses to close windows when heat is on, Landlord may terminate this lease.**

Tenant shall keep furnishings and appliances provided by Landlord in a clean and serviceable condition. Tenant shall be held responsible for damages to furnishings and equipment damaged by the negligence, misuse or intentional act of Tenant or Tenant's guests or invitees.

Security Deposit: WITHIN TEN (10) DAYS AFTER THE COMMENCEMENT OF THE TERM OF THIS LEASE, TENANT MAY, BY WRITTEN REQUEST TO LANDLORD, INSPECT THE LEASED PREMISES AND REQUEST FROM LANDLORD A LISTING OF ANY PRE-EXISTING DAMAGES OR DEFECTS, IF ANY CHARGED TO THE PREVIOUS TENANT'S SECURITY DEPOSIT. Upon execution of this Lease Tenant shall pay a security deposit equal to one month's rent to be held in a non-interest bearing Real Estate Trust Account of Landlord. The deposit, less any amounts withheld by Landlord due to Tenant's failure to comply with its obligations hereunder, will be returned to Tenant in person or mailed to Tenant's last known address within 21 days after Tenant's surrender of the Leased Premises and return of, or accounting for, Landlord's property held by Tenant, including keys. Surrender shall not occur until Tenant has vacated the Leased Premises and Landlord has notice or knowledge of Tenant's vacation of Leased Premises. If any portion of the security deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damage or repairs and accounting for any amount withheld. Landlord may deduct the reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, from the security deposit. No deduction may be made for any damage specifically charged against the previous tenant's security deposit (which charges shall, upon written request by Tenant, be specifically identified by written description furnished by Landlord.) Tenant has ten (10) days from the beginning of the term of the Lease to notify Landlord of any additional damage or defect existing prior the Tenant's occupancy and no deduction from the security deposit shall be made for any such damage or defect of which written notification (Move-in Inspection Form) is given within the time stated. Tenant may not use the security deposit as payment of the last month's rent without the written permission of Landlord, however, Landlord at its discretion and to the extent permitted by applicable law may apply security deposit to payment of delinquent rent or to the remedy of any breach, by Tenant, of the terms of this Lease (See Non-Standard Terms Addendum). In the event that any portion of the security deposit is so applied during the term of this Lease, Tenant shall promptly pay all sums required to replenish the security deposit to the amount required hereunder.

Possession/Abandonment: Landlord shall give Tenant possession of the Leased Premises as provided herein. Time is of the essence as to delivery of possession of Leased Premises to Tenant, completion of repairs promised in writing in the Lease or before, vacation of the Leased Premises and return of Landlord's property, payment of rent, and performance of any act for which a date or deadline is set in the Lease or by law.

Tenant shall vacate the Leased Premises and return all of Landlord's property (including keys) promptly upon the expiration of this Lease including any extension or renewal, or its termination in accordance with its terms or the law. If Tenant abandons the Leased Premises before expiration or termination of this Lease, its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Lease, Landlord shall make reasonable efforts to re-rent the Leased Premises and to mitigate its damages and shall apply any rent received, less costs of re-renting, to Tenant's obligations under this Lease. Tenant shall remain liable for any deficiency. If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Leased Premises, Landlord shall deal with such property as provided by law, section 704.05(5) Wis. Stats. If Tenant is absent from the Leased Premises for three successive weeks without notifying Landlord in writing of his absence, Landlord may deem the Leased Premises abandoned unless rent has been paid for the full period of the absence.

Use of the Premises: Tenant shall use the Leased Premises for residential purposes only. Tenant shall abide by all rules and regulations promulgated by Landlord regarding the use and occupancy, of the Leased Premises and the building in which they are located.

Neither party may: (1) make or knowingly permit use of the Leased Premises for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants in the building in which the Leased Premises are located; or (3) do, use or keep in or about the Leased Premises anything which would adversely affect coverage under a standard fire and extended coverage or liability insurance policies.

Resident shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, occupants, guests, invitees, or directed at management, its agents, its employees, or vendors.

No person shall conduct any rummage sale, yard sale, estate sale, garage sale or other type of public sale of personal property or goods from the Leased Premises or from any building or property in which the Leased Premises is located or which is owned by Landlord. Further, no person shall erect or cause to be placed on any buildings or property owned by Landlord any signs or placards of any type or description, including without limitation, signs advertising goods or personal property for sale.

Tenant may have guests residing temporarily in the Leased Premises provided: (1) that their presence does not interfere with the quiet enjoyment of other occupants; and (2) the number of guests is not excessive for the size of the facilities of the Leased

Premises. No guest may remain for more than two (2) weeks without written consent of Landlord. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Leased Premises or the building or development in which they are located by Tenant or Tenant's guests and invitees.

Tenant agrees to recycle and dispose of all garbage and trash in a safe and clean manner that complies with all government regulations and Landlord's and hauler's requirements. Tenant understands that as of January 1, 1995, it is against the law not to recycle. If Tenant fails to comply, Landlord reserves the right to refuse to collect or accept from Tenant any waste products, garbage, refuse, or trash which is not separated and sorted as required, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, using a contractor satisfactory to Landlord. Non-compliance is considered a violation of this Lease and Tenant is subject to termination of tenancy and/or eviction for non-compliance. Any fines, fees, or other costs associated with non-compliance will be the responsibility of the Tenant.

Cooking on patios, balconies, porches or within fifteen (15) feet of the building in which the Leased Premises is located or any other building is prohibited.

Tenant agrees to comply with rules regarding installation of satellite dishes.

Landlord will not be responsible to settle or decide any disputes arising among Tenants over the use or occupancy of the property and its facilities.

Rules: Landlord may make reasonable rules governing the use and occupancy of the Leased Premises and the building in which they are located. Rules in effect at time of execution of this Lease are attached hereto as Exhibit A and incorporated herein. Any failure by Tenant to comply with the Rules and Regulations shall constitute a breach of this Lease. Landlord may amend the Rules and Regulations from time to time, which amendments shall become effective no sooner than 14 days after such amendments are mailed or delivered to Tenant. If an amendment materially and adversely affects Tenant's use of the Premises, Tenant may at any time before it becomes effective terminate this Lease by giving Landlord a written notice on or before the 15th day of the month prior to the last month of tenancy, effective as of the end of a rent-paying period, citing the amendment and its effect on Tenant's use of the Leased Premises. See "Termination" page 2.

Entry by Landlord: Landlord and/or its agents may enter the Leased Premises occupied by the Tenant at reasonable times with 12 hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, or when a health or safety emergency exists, or if Tenant is absent and Landlord reasonably believes entry is necessary to protect the Leased Premises or the building in which they are located from damage. See Non-Standard Rental Provision Addendum for additional provisions.

Breach-Termination: If this Lease is for a term of one year or less, should Tenant neglect or fail to perform and observe any of the terms of this Lease, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the Leased Premises on or before a date at least five days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the Leased Premises without limiting the liability of Tenant for the rent due or to become due under this Lease. If Tenant has been given such a notice and has remedied the breach or been permitted to remain on the Leased Premises, and within one year of such previous breach, Tenant commits a similar breach, this Lease may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days after the giving of the notice.

The termination of Tenant's tenancy as a result of Tenant's breach of this Lease or abandonment of the Leased Premises shall not operate to release Tenant's liabilities and obligations hereunder (subject to Landlord's obligation to mitigate damages under applicable law).

Parking: Parking where available is a privilege and is not to be construed as a part of the Leased Premises. **Parking privileges are limited to two passenger vehicles.** No large trucks, trailers, boats, or commercial vehicles are permitted without Landlord's prior written consent. Each vehicle must be in good operating condition and bear current license plates.

Landlord shall not be liable for any loss or damage to property of Tenants or their guests or invitees using such facilities, unless caused by negligent acts or omissions of Landlord. Unauthorized or violating vehicles may be towed away at owner's expense.

Condition and Repair: Upon the Commencement Date, Tenant shall receive a Move-In Inspection Form to establish the physical condition of the Leased Premises as of the commencement of this Lease (See **Security Deposit**). Except for exceptions specifically listed on the Move-In Inspection Form, Tenant acknowledges that Tenant has examined and knows the condition of the Leased Premises and acknowledges that the Leased Premises has been received in good order and repair acceptable to Tenant. Tenant acknowledges that no representations have been made as to the condition or repair of the Leased Premises prior to the execution of this Lease. Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Tenant does not waive any statutory or legal obligation on the part of Landlord to deliver the Leased Premises in a fit or habitable condition or to maintain the property during the term hereof consistent with the terms of this Lease and applicable law.

Tenant shall maintain the Leased Premises and any appliances, equipment or carpeting furnished by Landlord in as clean and good general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excepted.

Tenant is responsible for minor repairs including but not limited to replacement of smoke detector batteries (in the Leased Premises), and light bulbs. Tenant shall not, without specific written approval of Landlord, physically alter or redecorate the Leased Premises or any portion of the property in which it is located, commit waste to the Leased Premises or the property on which it is located, or attach or display anything which in any way affects the exterior appearance of the Leased Premises or the property in which it is located.

Tenant shall keep the Leased Premises, at all times during the term hereof and any extensions of renewals, free from mechanic's liens and other liens of like nature (such as liens resulting from the non-payment of utility bills) created or claimed by reason of transactions made by Tenant or anyone acting under or for Tenant, and at all time fully protect and indemnify Landlord against all such liens or claims that may ripen into such liens and all expenses arising from such liens or claims (including attorney's fees to the extent permitted by law).

Tenant shall notify Landlord and/or On-site Manager immediately in the event that repairs which are the responsibility of the Landlord under this Lease are needed. See Non-Standard Rental Provisions for property entry provisions. All Tenant requests for non-emergency maintenance should be in writing and must provide authorization of Landlord and/or its agents to enter the Leased Premises and identify reasonable dates and times during which entry for repairs or maintenance is authorized.

Indemnity: Tenant acknowledges and agrees that Landlord shall not be liable to Tenant or Tenant's guests or invitees, or to any other person, for, and Tenant covenants and agrees to indemnify, protect and save Landlord harmless from and against: (1) any injury to any person or damage to any property in the Leased Premises caused by Tenant, its guests or invitees, or any other person entering the Leased Premises under the express or implied invitation of Tenant; (2) injury, loss or damages caused by the Leased Premises becoming out of repair, or caused by leakage of gas, oil, water or steam, or by electricity from the Leased Premises; (3) injury, loss or damages resulting from theft or burglary in or about the Leased Premises; (4) injury, loss or damage resulting from the delay or interruption of any service for any cause whatsoever; (5) injury, loss or damage resulting from fire, water, rain, frost, snow, odors or backing up of sewer drains or pipes or (6) injury, loss or damage due to any cause whatsoever; provided that, notwithstanding the foregoing, there shall be no indemnity hereunder for personal injury if the cause for such injury is clearly beyond the Tenant's control or for property damage caused by natural disasters or by persons other than Tenant and Tenant's guests or invitees. Further provided that the foregoing shall not operate to relieve the Landlord of liability caused by negligent acts or omissions of Landlord and shall not constitute a waiver of any statutory or other legal obligation of Landlord to deliver the Leased Premises in a fit or habitable condition or to maintain the Leased Premises as provided herein or under applicable law. The Tenant's responsibilities under this paragraph shall not be for the benefit of the other Tenants of the building. (Tenant for its own protection should obtain a renter's homeowner insurance policy.)

Smoke Detectors: The undersigned Landlord and Tenant hereby acknowledge that state law requires the owner (Landlord) of a dwelling to install a functional smoke detector in the basement of the dwelling and on each floor level of each dwelling unit, except the attic or storage area of a dwelling unit. State law further requires the occupant (Tenant) to maintain any smoke detector in the unit unless the occupant (Tenant) or government building inspector gives written notice to the owner (Landlord) that the smoke detector is not functional. Owner (Landlord) shall within 5 days after receipt of that notice provide any maintenance necessary to make that smoke detector functional. Upon discovery that a smoke detector in the unit requires maintenance, occupant (Tenant) agrees to immediately either provide any maintenance necessary to make that smoke detector functional or provide owner (Landlord) written notification of the required maintenance.

Adverse Conditions: If the Leased Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant or Landlord may terminate this Lease. Tenant shall vacate the Leased Premises immediately upon the occurrence of such casualty, and in the event the Lease is not terminated rent shall abate until the Leased Premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the Leased Premises and if repairs are not made this Lease shall terminate. If the Leased Premises are damaged to degree which does not render them untenable, Landlord shall repair them as soon as reasonably possible and there shall be no abatement in the rent. All repairs necessitated by the acts of conduct of Tenant or Tenant's guests or invitees shall be made at Tenant's sole cost and expense, provided that Tenant shall not be responsible for (i) personal injury arising from causes clearly beyond the Tenant's control or (ii) property damage caused by natural disasters or by persons other than Tenant or Tenant's guests or invitees.

Notices: Any Notice or document required or permitted to be delivered hereunder (including notice to terminate this lease) shall be deemed to be delivered whether actually received or not the day after deposit in the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt Requested (as evidenced by the U.S. Post Office receipt or cancellation) addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith.

NONSTANDARD RENTAL PROVISIONS

Tenant and landlord must initial each relevant paragraph, and sign at the bottom of this form.

Description of Premises: W56 N441 Lenox Place, Unit #1, Cedarburg, WI 53012 ("Premises")

UTILITIES PAYMENT UPON SURRENDER Tenant's Initials: **X** _____ Landlord's Initials: _____

In the event Tenant is responsible for payment of municipal utilities Tenant agrees to pay said utilities in a timely manner, prior to any penalties being assessed, and to present a paid "final" receipt to Landlord. In the event Tenant does not pay said bills in a timely manner, or in the event a final receipt is not presented upon surrender, Landlord may, at its option, contact the utility provider, obtain the balance and pay the amount due. Tenant specifically agrees to reimburse Landlord for the actual amount of the utilities paid plus a service charge of \$25.00 for each utility provider Landlord must contact to obtain the balance and pay the amount due. Tenant specifically authorizes Landlord to deduct any such unpaid charges from Tenant's security deposit.

PET DAMAGE Tenant's Initials: **X** _____ Landlord's Initials: _____

Tenant acknowledges Tenant is not authorized to have a pet on the premises. In the event a pet enters the premises at any time, for any length of time during the tenancy, costs to repair soiled carpets (removal of urine and feces stains and odor) and pest extermination (e.g. fleas) expenses are considered damage beyond normal wear and tear as defined in Wisconsin Administrative Code. §ATCP134.06(3) Tenant agrees to pay costs of said carpet repair and exterminating, and specifically authorizes Landlord to deduct charges for same from Tenant's security deposit if not sooner paid. Nothing herein shall be construed as an authorization for Tenant to keep a pet on the premises without written permission.

AUTHORIZATION TO ENTER FOR REPAIRS Tenant's Initials: **X** _____ Landlord's Initials: _____

In the event Tenant requests maintenance or repair services inside the premises without specifying that Landlord must contact Tenant before performing such repairs or maintenance and without specifying a proposed time for maintenance or repair personnel or Landlord's designated agents and contractors to enter the unit, Tenant's request for such repairs or maintenance shall automatically be considered authorization for Landlord or its designated agents or contractors to enter the premises without further notice to Tenant as follows:

Landlord's maintenance and repair personnel may enter the premises during reasonable business hours, and within a reasonable time from when the repairs or maintenance are requested.

Renter's Insurance Acknowledgement Tenant's Initials: **X** _____ Landlord's Initials: _____

Studies have shown that a high percentage of individuals who rent do not have renter's insurance. We want to be certain that all of our residents understand that the "Owner's" insurance covers only the building, and does not cover the "Resident's" personal property in the event of natural disasters (i.e. flood, hurricane, etc.), fire, criminal act, broken water pipes, damage due to the negligence of another resident or other unforeseen mishaps. If your child breaks a neighbor's window or your guest is accidentally injured because of a hazard you allowed to be left on your property, there is a lot you can lose by not having renter's insurance. We strongly encourage you to purchase a "Renter's Insurance" policy to cover your personal property and your personal liability. Almost all insurance companies offer renter's insurance.

I understand that the Apartment Owner's insurance does not cover my personal property, and that insurance on my/our personal property is my/our sole responsibility.

RESIDENTIAL LEASE

Exhibit A

RULES AND REGULATIONS

The following Rules and Regulations are expressly incorporated into the residential Lease by and between Landlord and Tenant as an integral part of that Lease. Any violation of or failure to abide by these rules and regulations shall constitute a breach of the Lease. These rules and regulations are subject to amendment as set forth in the Lease.

Waterbeds: Waterbeds may not be used or kept on the Leased Premises.

Pets: Pets are not permitted in the Leased Premises or any building or property in which the Leased Premises is located or owned by Landlord.

Common Areas: Common areas must be unobstructed at all times. Toys, bicycles, small rugs, and other personal property of the tenant must not be kept in interior or exterior common areas. Storage must be confined to the enclosed basement locker area assigned to each tenant. (Landlord is not responsible for loss or damage to items in the storage area, including water damage.)

Playing or loitering in the common areas (including parking lots and driveways) is prohibited.

Laundry Facilities: Use of laundry facilities is limited to the hours of 7:00 a.m. to 10:00 p.m. Such noise as may be created by vacuum cleaners, dishwashers, disposals and sound equipment should also be confined to these hours.

Parking: Tenant must check with on-site manager to determine if over-night guest parking is available. On-site manager must be given license plate number, make and model of vehicle.

Tenant shall not park his vehicle in such a manner that it will obstruct parking and ingress or egress of others.

Tenant shall cooperate in moving vehicles for snow plowing.

Repairs to vehicles shall not be performed on the property.

No vehicle shall be driven on the lawn at any time. A damage assessment of not less than \$100.00 will be made should this occur.

Windows: Tenant shall keep interior and exterior of windows, patio doors, and storms and screens clean and shall be responsible for breakage of glass or screening resulting from the negligence or intentional acts of Tenant or Tenant's guests or invitees. Window coverings such as curtains or drapes must be kept in clean and good condition and present a white or off-white appearance from the exterior. Relocating of installed drapery rods and blinds is not permitted.

Landlord reserves the right to inspect the apartment for compliance of window covering regulations upon at least 12 hours notice to Tenant after sixty (60) days from move-in.

Floors and Carpeting: Walk areas of hardwood floors shall be covered with carpet and/or rugs. Rubber-backed floor coverings are not permitted. No carpeting or rugs may be tacked directly to the floor. Carpeting laid with a tackless strip will be considered part of the Premises and shall not be removed without Landlord's written permission.

Landlord reserves the right to inspect the apartment for compliance of carpeting and window covering regulations upon at least 12 hours notice to Tenant after sixty (60) days from move-in.

Waste Disposal, Recycling: Waste must be disposed of promptly. Aluminum foil, and other trash, clean cans and bottles, paper, including newspapers, must be deposited in dumpsters or other containers as provided. Tenant must comply with all government regulations and Landlord's requirements for recycling.

Plumbing fixtures, e.g., toilets, and garbage disposals must be used only for the purpose for which they have been provided. Tenant will be charged for the removal of obstructions or repair of damages caused by the negligence or misuse of Tenant or Tenant's guests or invitees.

Garbage Disposals: Tenant shall be held responsible for repair or replacement of disposal and plumbing damaged by negligence or misuse of Tenant or Tenant's guests or invitees.

Disposers must be run at least once a week to keep them in good working condition. To use the disposal properly, the following is recommended: Run cold water while grinding waste and for two minutes thereafter. Do not feed large quantities of fibrous or bulky waste into disposal. Cut such waste into small pieces, mix with other wastes and feed into disposal gradually. Be certain that bottle caps, paper, string, plastic, wire, glass, chemicals or solvents, corn cobs, cigarettes, etc. are not allowed to fall into the disposer unit.

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Heating and Air Conditioning: Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises and prevent damage to the Premises and the building in which they are located. Tenant shall be responsible for cleaning grills, vents, and filters regularly in order to maintain maximum heat and/or air conditioning efficiency.

Painting and Decorating: Tenant shall acknowledge on Move-In Inspection form physical condition of unit, including walls, floors, doors and other woodwork. Careful preparation of this form will establish the condition of the property on the date of Tenant's move-in.

Wallpaper and adhesives, (e.g., contact paper, shelf liners, picture hangers, Scotch tape), molly bolts, spikes, hooks (other than picture hooks) and nails are not to be used without Landlord's written permission. "Floreat" brand picture hooks are recommended.

Refinishing of floors and woodwork is the responsibility of the Landlord unless necessitated by the negligence or intentional act of Tenant or Tenant's guests or invitees, in which case the cost of refinishing shall be charged to Tenant. All such refinishing shall be performed professionally and under no circumstances shall Tenant attempt or undertake to refinish floors in the Leased Premises.

Balconies, porches and patios are provided principally as fire exits. Storage, trash receptacles, airing of clothing and shaking of dust mops and rugs are not permitted.

Alterations: Written consent of the Landlord must be obtained before: (1) removal or relocation of drapery rods, shades, carpeting, appliances and other personal property belonging to Landlord; and (2) installation of items of a permanent nature such as appliance outlets, electrical fixtures, locks, cable outlets, shelves, mirrors, drapery rods, shades, carpeting, which at the option of the Landlord shall become part of the Leased Premises.

Tenant shall not add or change locks without obtaining the Landlord's written permission and immediately providing Landlord with keys to permit access to the Leased Premises. Landlord shall not add or change locks without obtaining the Tenant's written permission unless the addition or change of locks is made pursuant to court order. Improper denial of access to the Leased Premises is a breach of the Lease.

Maintenance and Repairs: Tenant shall notify Landlord promptly of needed maintenance and repairs, such as water damage to ceilings, cracking of caulking and grouting in bathroom, leaking faucets, running toilets, improperly functioning appliances and disposals, damaged windows and screens. Please call your manager to report repair and maintenance problems.

Tenant and Tenant's guests and invitees shall exercise care when using shower to make certain that shower liner is tucked into the tub and that any water that may accumulate on the floor is wiped up immediately. All acrylic tubs, shower stalls and fixtures must be cleaned with a non-abrasive cleaner as recommended by manufacturer.

Satellite Dishes: Dish must be installed within the apartment or on a patio or balcony that is part of the leased premises. You may not install a satellite dish in a common area or on the roof. You may not install a satellite dish outside your apartment unless you have a private balcony or patio, and you may not install a dish on any exterior walls. You may install a dish entirely inside your apartment. Satellite dishes must not be larger than 18 inches in diameter.

Satellite dishes must be securely mounted and may not extend beyond the edge of the apartment, patio, or balcony railing. You may not hang a dish out the window. The dish must be mounted in such a manner that it cannot become dislodged.

Satellite dishes must be professionally installed. You may not install the dish yourself. Installation must not damage the apartment. Holes in railings, exterior walls, or any woodwork are expressly forbidden.

Tenant assumes any and all liability for any injury or damage to persons or property caused by Tenant's satellite dish. Tenant must maintain liability insurance covering any such injury or damage and provide Landlord with proof of liability insurance.

The Leased Premises was fully cleaned and inspected prior to its being leased to Tenant hereunder. Tenant acknowledges Tenant's obligation and responsibility to completely clean the Leased Premises upon the expiration or termination of its tenancy under this Lease. Attached hereto and, by this reference, incorporated herein is a listing of Landlord's standard charges for cleaning units where the Tenant has failed to clean the Leased Premises upon moving out.

TENANT ACKNOWLEDGES THAT THEY HAVE READ THESE RULES AND REGULATIONS AND UNDERSTAND THEM FULLY.

Tenant(s) X _____

Tenant(s) X _____

Date X _____

ESTIMATED MOVE-OUT CLEANING AND REPAIR CHARGES

KITCHEN

Stove and oven	\$75.00
Range hood, fan, filter.....	\$25.00
Refrigerator	\$50.00
Sinks, faucets and counters	\$25.00
Cupboards and drawers	\$25.00
Light fixture	\$15.00
Floor	\$30.00
Screen damage from holes or grease.....	\$40.00

BATHROOM

Medicine cabinet and mirror	\$15.00
Light fixture	\$15.00
Clean Floor.....	\$30.00
Sink and faucet.....	\$20.00
Toilet.....	\$35.00
Shower/Tub/Tile	\$60.00

MISCELLANEOUS

Lost key charge	\$20.00
Light bulb replacement	\$2.00
Clean storage area	\$30.00
Hauling charges for debris removal from premises.....	\$25.00 (minimum)
Carpet removal where applicable.....	\$25.00
Cleaning charges for woodwork, walls, floors, other	\$25.00/hour
To repair damage beyond ordinary wear and tear	\$25.00/hour

Charges are estimated and will be based on current payroll costs.

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

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 known 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 Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent’s Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

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.

_____ Lessor, Lenox Place Apartments, LLC	_____ Date Lessor	_____ Date
<input checked="" type="checkbox"/> _____ Lessee	<input checked="" type="checkbox"/> _____ Date Lessee	<input checked="" type="checkbox"/> _____ Date
_____ Agent	_____ Date Agent	_____ Date



MOVE-IN / MOVE-OUT REPORT

1 **LANDLORD:** _____ **TENANT(S):** _____
 2 Address: _____
 3 _____
 4 Telephone: _____
 5 **MANAGER:** _____ Unit No.: _____
 6 Address: _____ Property: _____
 7 _____ Move-In Date: _____
 8 Telephone: _____ Move-Out Date: _____

9 Please complete the *Move-In Exceptions* and the *Move-In Comments* section, sign the Report, and return to Manager, or to Landlord if no Manager, by the 8th day of your tenancy. The
 10 premises are being delivered in clean, sanitary and good operation condition, with no spots, stains, marks, damages or deteriorated paint, unless otherwise noted below in the "Move-In
 11 Exceptions" column. This is not a request for maintenance. Contact the manager or landlord if maintenance is required. The following list of items is not comprehensive, but rather gives
 12 a sample of areas where tenant may note damage. "Deteriorated paint" means paint that is cracking, flaking, chipping, peeling, chalking or otherwise separating from the surface to
 13 which it has been applied. Deteriorated paint also includes worn or damaged paint on a friction or an impact surface. Deteriorated paint does not include paint where nail holes, hair-line
 14 cracks, or small nicks or scratches resulting from normal wear-and-tear are present, provided all layers of paint remain securely bonded to the substrate.

15 Item	16 Move-In Exceptions	17 Move-Out Exceptions	18 Itemized Charges
16 LIVING ROOM, DINING & HALLS			
17 Walls/Ceiling			
18 Floor/Carpet			
19 Closets/Doors/Locks			
20 Lights/Mirrors			
21 Drapes/Rods/Blinds			
22 Windows/Tracks/Screens			
23 Fireplace			
24 Deteriorated Paint			
25 KITCHEN			
26 Walls/Ceiling			
27 Floor			
28 Counter Tops/Tile			
29 Cabinets			
30 Oven/Stove			
31 Hood/Fan/Lights			
32 Dishwasher/Refrigerator			
33 Sink/Faucet/Disposal			
34 Windows/Doors/Screens			
35 Deteriorated Paint			
36 BEDROOMS	37 Specify Bedroom #1, #2 or #3	38 Specify Bedroom #1, #2 or #3	
37 Walls/Ceiling			
38 Floor/Carpet			
39 Lights/Mirrors			
40 Drapes/Rods/Blinds			
41 Windows/Tracks/Screens			
42 Closets/Doors/Shelves			
43 Deteriorated Paint			
44 BATHROOMS	45 Specify Bathroom #1, #2 or #3	46 Specify Bathroom #1, #2 or #3	
45 Walls/Ceiling			
46 Floor			
47 Cabinets/Mirrors			
48 Sink			
49 Tub/Shower			
50 Tile/Grout			
51 Lights/Vent Fan			
52 Toilets			
53 Windows/Doors			
54 Towel Bars/Accessories			
55 Deteriorated Paint			
56 EXTERIOR			
57 Balcony/Deck/Patio			
58 Storage/Parking Area			
59 Garden/Plants/Grass			
60 Deteriorated Paint			
61 MISCELLANEOUS			
62 Washer/Dryer			
63 Heat/Air Conditioning			
64 Number of Keys			
65 Locks			
66 _____			
67 _____			

	MOVE-IN COMMENTS	MOVE-OUT COMMENTS
68		
69		
70		
71		
72		
73		

74 Tenant has inspected the above premises prior to occupancy and accepts it subject to the conditions and/or exceptions noted above. Tenant agrees to deliver the premises in like the condition
 75 upon termination of tenancy, normal wear and tear excepted. If more than one tenant, one of the Tenants acting as Tenant Representative has completed and signed this Move-In report.

76 _____ Date _____
 77 (Signature of Tenant Representative) ▲

ITEMIZED CHARGE SUMMARY

79 **KEYS/LOCKS:** Unit \$ _____, Entry \$ _____, Mailbox \$ _____, Other \$ _____ TOTAL: \$ _____
 80 **CLEANING:** _____ Hours x \$ _____ Wage Rate - \$ _____; Materials-Supplies \$ _____ TOTAL: \$ _____
 81 _____ Hours x \$ _____ Wage Rate - \$ _____; Materials-Supplies \$ _____ TOTAL: \$ _____
 82 Carpet \$ _____ Drapes \$ _____ Other _____ \$ _____ TOTAL: \$ _____
 83 **PAINTING:** _____ Hours x \$ _____ Wage Rate - \$ _____; Materials-Supplies \$ _____ TOTAL: \$ _____
 84 **REPAIRS:** _____ Hours x \$ _____ Wage Rate - \$ _____; Materials-Supplies \$ _____ TOTAL: \$ _____
 85 _____ Hours x \$ _____ Wage Rate - \$ _____; Materials-Supplies \$ _____ TOTAL: \$ _____
 86 _____ Hours x \$ _____ Wage Rate - \$ _____; Materials-Supplies \$ _____ TOTAL: \$ _____
 87 **UNPAID RENT:** Dates from _____ to _____ \$ _____, Late fee(s) \$ _____ TOTAL: \$ _____
 88 **UTILITY BILLS:** _____ **OTHER:** _____ TOTAL: \$ _____

89 *NOTE: Amounts followed by an "E" indicate estimated charges. All other amounts indicate actual charges.*

90 *Attach copies of all itemized invoices, estimates and receipts to this report.* TOTAL CHARGES: \$ _____

	SUMMARY OF SECURITY DEPOSIT CHARGES AND CREDITS:	TENANT FORWARDING ADDRESS:
92	Security Deposit \$ _____	
93	Interest Due, if any \$ _____	
94	Prepaid Rent: from _____ to _____ \$ _____	
95	Other: _____ \$ _____	
96	Total Credits \$ _____	
97	Less TOTAL CHARGES \$ _____	New Telephone No.: _____
98	Balance Due from/Due to Tenants \$ _____	
99		
100	Received on _____ Issued on _____	Prepared By ▲ _____ Date ▲ _____

101 NOTES: _____
 102 _____
 103 _____
 104 _____
 105 _____
 106 _____
 107 _____
 108 _____

Note: This is NOT a request for maintenance. If you need unit maintenance, please call the Manager.

Amendment A to Lease between Lenox Place Apartments, LLC and XXX

•

Lenox Place Apartments, LLC

X _____
Tenant

_____, Agent

X _____
Tenant

Date: _____

Date: **X** _____

Lease Guarantee

Lease between Lenox Place Apartments, LLC and XXXXX dated XXXXX for Premises located at WXX
NXX Lenox Place #X, Cedarburg, WI 53012

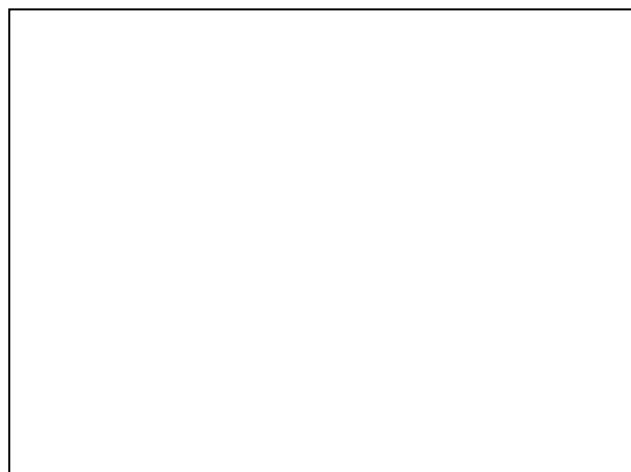
The undersigned (“Guarantor”), in consideration of the Landlord’s agreement to lease the Leased Premises to Tenant, and acknowledging that absent this Guarantee the lease would not have been granted, hereby guarantees the due and punctual performance, by or for Tenant, all of the obligations of Tenant under this Lease, and Guarantor agrees that he/she will pay all of Landlord’s expenses, including actual attorney fees, incurred in enforcing Tenant’s obligations under the Lease or in enforcing this Guarantee.

Dated: _____

Guarantor: XX
 XX
 Grafton, WI 53024

Signature: _____

Attach Photocopy of Drivers License or Other Photo ID here (for ALL tenants over age 18):

An empty rectangular box with a thin black border, intended for attaching a photocopy of a driver's license or other photo ID.An empty rectangular box with a thin black border, intended for attaching a photocopy of a driver's license or other photo ID.An empty rectangular box with a thin black border, intended for attaching a photocopy of a driver's license or other photo ID.An empty rectangular box with a thin black border, intended for attaching a photocopy of a driver's license or other photo ID.