STUDENT LODGING, INC. LEASE PART III RULES AND REGULATIONS

Student Lodging, Inc. Emergency Number 24 hours a day (717) 872-4611

The Rules and Regulations are a part of the Lease. Even though the Rules and Regulations use the term Tenants, the Rules and Regulations also apply to all visitors, guests and other persons affiliated with any Tenant. Any violation of the Rules and Regulations (by any Tenant, a visitor, guest or other person affiliated with any Tenant) shall be considered a breach of the Lease by parties identified as Tenants in Paragraph C of the Condensed Terms.

References to Landlord shall include Landlord's authorized agents and employees.

A. Complex Management.

- 1. Landlord shall have access to the Premises at all times to inspect, make repairs or alterations or provide extermination services. Landlord shall not be required to provide any notice to Tenants prior to entering the Premises.
- 2. Tenants shall not impede Landlord's access to the Premises.
- 3. Tenants shall cooperate with Landlord, in the performance of Landlord's duties and exercise of Landlord's rights under the Lease.
- 4. Tenant may not deny Landlord access to the Premises.

B. Subleasing, Assignment/Transfer of Lease.

- 1. Tenants may not sublease the Premises without written approval from Landlord's complex manager. Tenants must also submit all required paperwork to Landlord. One person originally on the Lease must continue to reside in the Premises.
- 2. "Lateral assignment" of a Lease by an individual Tenant is not permitted unless approved in writing by Landlord's Complex manager. Tenant must also submit all required paperwork to Landlord. A \$75.00 administrative fee plus a cleaning fee in accordance with the condition of the Premises will be charged. A "Lateral assignment" allows an individual Tenant to transfer his/her interest in the Lease to another person if it is agreeable to the other Tenants and acceptable to Landlord.
- 3. Only those persons listed on the Lease may reside in the Premises.

C. Use.

- 1. The Premises must be kept clean and orderly. Please be sure window blinds are straight to make a neat appearance.
- 2. Tenants may not place signs of any nature in the windows of the Premises, the exterior of any structure or any common areas within the Complex.

- 3. Tenants must remove and/or place trash in the proper receptacles on a regular basis. Tenants may not permit trash and rubbish to accumulate within or outside the Premises. Tenants must follow the guidelines of the existing recycling program. Information is available through the Office.
- 4. Tenants shall keep the exterior of the Premises neat and clean. Nothing is to be stored or left to accumulate outside the Premises. Landlord may make exceptions for plants, flowers and patio furniture, if reasonable. Patio furniture does not include stuffed furniture, refrigerators, other appliances, beer kegs, keg holders, cardboard boxes, trash cans, etc. Recycling bins must be stored behind the Premises privacy wall.
- 5. Loud, profane, and/or abusive language is strictly prohibited at all times.
- 6. Anything, including, but not limited to, radios, stereos, speakers, televisions, dancing, singing, etc., which disturbs any neighbors, is strictly prohibited. Reasonable standards will apply at all times. Individuals are encouraged to notify Landlord's management if the behavior of neighbors inhibits Tenant's ability to relax, study or sleep during the hours of 9:00p.m. until 8:00a.m. the following morning. Tenants should be aware that if Millersville Borough issues a disruptive conduct report to any Tenant, it could result in all Tenants being evicted.
- 7. Tenants may only store bicycles at bicycle racks. Tenants may not store bicycles or similar items in hallways or entryways. This is a fire safety issue. Tenants may not secure bicycles to any post, pole or other improvement other than bicycle racks.
- 8. Tenants may not store containers of combustible material of any type in the Premises, on the patio, or anywhere on the Complex grounds.
- 9. The following items are prohibited from the Premises and Complex:
 - a. Candles:
 - b. Tiki torches;
 - c. Sterno; and
 - d. Any other type of open flame.
 - If there is a fire, Tenant will be responsible for damages.
- 10. Barbequing is permitted outside of the ground floor provided the grill is more than six (6) feet from all buildings and railings. Tenants may only use gas or electric grills for barbequing. Charcoal and other fuels are prohibited.
- 11. No one is permitted on the roof at any time or for any reason; this causes the roof to leak. If Tenants or a guest of any Tenant are identified and the roof begins to leak afterward, Tenant will be charged for repairs.
- 12. Appliances are not to be abused.
- 13. Tenants may not hang clothes outside of the Premises, on balconies, or in public areas of the building or Complex.
- 14. Tenants may not paint the interior of the Premises unless Tenants receive written permission from Landlord's Complex manager. Tenants may not affix wallpaper or contact paper to any part of the Premises. Any damage to Premises from nails, tape or other fastener will be deducted from Tenants' security deposit.
- 15. When the Premises is scheduled for extermination, Tenants' cooperation is mandatory. Failure to cooperate will result in management preparing the Premises

- and Tenants being billed for the services. If Tenants are the source of an infestation, Landlord may recover all extermination costs from Tenants.
- 16. Safety inspections will be conducted on a regular basis. Violations must be immediately corrected by Tenants.
- 17. Tenants will be charged for repairs to the Premises not due to normal wear. Examples—non-food items lodged in the garbage disposal, foreign objects in commodes, broken windows or doors. Tenant is also responsible for any vandalism to the interior or exterior of the Premises.
- 18. Tenants must take steps to minimize indoor moisture buildup in the Premises. Tenants must properly vent areas exhibiting moisture as follows:
 - a. Weather permitting open windows to create airflow.
 - b. During damp/wet weather conditions, windows and doors should be closed.
 - c. Maintain an indoor temperature between 55°F and 77°F at all times.
 - d. Clean and dust on a regular basis.
 - e. Regularly clean and dry the walls and floors around sinks, bathtubs, toilets, showers, windows and patio doors using a common household disinfecting cleaner.
 - f. Use the built-in bathroom fan (where applicable) while bathing/showering and allow the fan to run until all excess moisture has been vented from the bathroom.
 - g. Use the exhaust fan in the kitchen when cooking.
 - h. If clothes dryer vent is not connected properly, contact Landlord for maintenance; and
 - i. Clean the lint screen after every use.

D. Pets/Animals.

- 1. No pets or animals of any kind are permitted within the Premises without Landlord's permission. See Paragraph 29 and Exhibit D of Lease.
- 2. No bird feeders, birdhouses or other types of animal feeding devices may be attached to or placed upon Landlord's property. No visiting animals are allowed to be brought onto the Premises at any time.
- 3. Tenants shall not feed any wildlife upon Landlord's property.

E. Keys, Locks.

- 1. Any Tenant who locks himself/herself out of the Premises or bedroom after normal hours of operation (8:00 a.m. and 5:00 p.m.—Monday thru Friday) will be charged a lock out fee of \$35.00. If a lockout occurs during regular working hours there will be no charge. Any Tenant, who forces a door or has his or her door forced will be charged for a new lock, hardware, door frame and the labor necessary to repair it.
- 2. If the key is lost, the lock will be changed, and fees will be assessed for issuance of a new key and changing of the lock.
- 3. Tenants agree that no lock will be added or the key on any existing lock changed

- without the written permission of Landlord's complex manager.
- 4. Tenants shall not make duplicate keys.

<u>F.</u> <u>Fire and Safety.</u>

- 1. Tenants shall not tamper with the electrical wiring, heating units, hot water heater, lights, electrical fixtures or appliances. Tenants shall contact Landlord if such items are not functioning properly.
- 2. Tenants shall not store anything in the closet housing the heating unit.
- 3. If Tenants notice anything unusual, lights not working properly, a spark or popping noise when Tenants turn on a switch, smell something unusual or notice smoke, contact the office immediately.
- 4. Adapters, which permit multiple plugs in a single wall receptacle, are prohibited. Adapters with surge protectors are permitted.
- 5. Extension cords are never to be run under carpeting, furniture, stored clothing, refuse, or any other material. Wires or extension cords may not be run above the ceiling. Use common sense if extension cords are used in the Premises.
- 6. Tenants must use care in selecting appliances and furniture. Tenants shall make sure wiring is not old, frayed or cracked. Tenants shall not overload receptacles. If the circuit breaker trips, there is a problem, reduce the electrical load immediately!
- 7. Tenants must keep all entrances and fire escapes clear of obstructions at all times. Nothing may be stored in the fire escapes, hallways or stairs.
- 8. Fire escape doors are never to be left open. Fire escape doors are not to be used for ordinary entrances or exits.

9. Smoke and Carbon Monoxide Detectors

- a. The smoke detectors and carbon monoxide detector in the Premises will be inspected by Landlord on a regular basis.
- b. If Landlord discovers that the units have been vandalized, the batteries missing or the units themselves missing, there will be a charge for repair and replacement and a \$55.00 service charge.
- c. If Tenants report problems with the units to Landlord promptly, Landlord will take care of the problem as soon as possible and no service charge will be assessed.
- d. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE NOT TOYS!
- e. Tenants must take care to insure that the detectors are in proper working condition.
- f. If a detector begins to beep in a rhythmic manner, it means that the battery needs to be replaced. Please contact the office immediately so that the problem can be remedied. Inoperable batteries will be replaced at no charge.

10. Fire Extinguisher

- a. The fire extinguisher in the Premises will be inspected on a regular basis.
- b. If Landlord discovers the fire extinguisher missing or needlessly discharged, there will be a charge for recharging and a \$55.00 service

charge.

c. If for some reason the fire extinguisher in the Premises is needlessly discharged and Tenants bring the fire extinguisher to the office, the fire extinguisher will be recharged and Tenants will only be required to pay for recharging the extinguisher.

11. Sprinklers (if so equipped).

- a. Under no circumstances is the sprinkler system or alarm system to be tampered with or made inoperable.
- b. Nothing may be hung from any pipes, sprinkler heads, etc.
- c. Nothing may be located in the Premises, which will impede the flow of water from any sprinkler head.
- d. Tenant will be responsible for any damage to the Premises and/or any other unit if the sprinkler system is activated needlessly. Failure to remove items, which may impede the flow of water, will be considered a breach of the Lease.
- e. Failure to remove the aforementioned items will result in these items being removed by employees of Landlord and Tenants will be charged accordingly. In addition, Landlord will take action to end the Lease.
- 12. Portable heating units and/or space heaters are strictly prohibited.
- 13. Hot plates and other cooking devices, not provided by Landlord, are strictly prohibited.
- 14. Tenants will be required to observe all safety and security procedures to which any prudent adult would reasonably be expected to adhere.

<u>G.</u> <u>Visitors and Gatherings</u>.

- 1. Tenants may not have a visitor or visitors that is objected to by any of the cotenants.
- 2. Tenants are responsible for the actions and behaviors of their guests.
- 3. Tenants are responsible for any damage to the Premises and/or any damage a guest of any Tenant may cause to other units, building or the Complex.
- 4. If the area adjacent to the Premises is littered after a gathering, Tenant MUST clean it up no later than 3:00 a.m. A \$75.00 fee will be assessed if Tenant does not comply.
- 5. OPEN PARTIES ARE STRICTLY PROHIBITED! The Premises and the Complex are not zoned commercial. Admission may not be charged to any gathering.
- 6. The size of gatherings is limited depending on the location of the Premises as set forth below:
 - a. Brookwood apartments 25 people*;
 - b. Wellness Housing apartments 20 people*; and
 - c. All other properties 10 people*.
 - *These numbers include the Tenants.

All activity must be kept inside the Premises! All windows and doors must be kept closed. Tenants will be responsible and charged for any and all damage caused by their guests.

- 7. Failure to keep a gathering under control will result in the Millersville Borough Police being summoned.
- 8. Note. If even one guest appears to be under 21 years of age and is thought to be consuming alcoholic beverages, it constitutes "probable cause", which permits the officers to enter the Premises, check ID's, and prosecute violators. Please keep guests under control.

H. Parking and Vehicles.

- 1. Millersville Borough Police enforce parking restrictions within the Complex.
- 2. Automobiles must be parked in designated legal parking spaces. Tenants may not park on the walkway in front of any building. Violators will be ticketed!
- 3. Motorcycles and motorbikes may not be parked on patios under any circumstances! Motorcycles may be parked in the bicycle rack (when available) if the racks are more than thirty feet from the building. Under no circumstances may motorcycles be stored in the Premises or any building. Any damages to concrete, macadam or buildings caused by the motorcycle is the responsibility of the Tenants. If additional clarification is needed, please contact the office.
- 4. Parking in the fire lanes or any other places other than the designated parking areas is prohibited. The sidewalks are not parking spaces.
- 5. Tenants shall not park near the dumpsters. If a Tenant's automobile prevents the dumpster from being emptied, Tenants will be charged a \$75.00 fine.
- 6. No motor vehicle of any kind shall be driven on the lawns or sidewalks. Tenant will be fined at least \$50.00. If Tenants damage the lawn or other property, Tenants will be charged accordingly.
- 7. No vehicle shall be operated in such a fashion as to endanger the lives, property, or safety of the occupants of the Complex.
- 8. All vehicles must bear a current license and inspection.
- 9. Vehicle repair, maintenance and washing is strictly prohibited upon Landlord's property.
- 10. Any vehicle illegally parked, not bearing a current license or inspection or appearing to be abandoned, will be towed away.
- 11. Trucks and inoperable vehicles are strictly prohibited.
- 12. Parking stickers are required on all vehicles parked on the lots of Student Lodging, Inc. properties.
- 13. Each Tenant will be allotted one free parking sticker for use on a vehicle registered to Tenant or Tenant's parents. If at a later date, Tenant needs to replace the sticker, Tenant will be charged a \$10.00 fee. The old sticker must be returned to the office to get the replacement sticker.
- 14. Landlord reserves the following rights:
 - a. To control the method, manner and time of parking in parking spaces in and around the Community;
 - b. To designate which portions of the Community and its premises may be used by the Tenant or Tenant's guests or visitors for parking;
 - c. To tow away and store at Tenant's expense any vehicle parked by Tenant

or any visitors of Tenant in spaces not so authorized by Landlord. Tenant shall advise all guests and invites of the parking rules for the Community; and

d. To amend any of these rules established at any time.

<u>I.</u> Shared Laundry (if applicable).

- 1. Smoking, electronic cigarettes and/or alcoholic beverages are not allowed in shared laundry facilities.
- 2. Proper attire must be worn at all times in shared laundry facilities.
- 3. Equipment shall not be removed from the shared laundry facilities.
- 4. All clothing and other possessions must be promptly removed from shared laundry facilities.
- 5. Tenant shall utilize the shared laundry facilities at its own risk.

J. Prohibited Items and Actions.

- 1. FIREWORKS, FIRECRACKERS, SPARKLERS AND EXPLOSIVES OF ANY KIND ARE STRICTLY PROHIBITED! If any Tenant is found to be in possession of the aforementioned items, Tenants will be evicted! NO WARNINGS WILL BE GIVEN!
- 2. Firearms are not permitted on the property at any time. This includes, but it not limited to, handguns, rifles, muskets, shotguns, air rifles and air pistols.
- 3. Physical violence, threats of physical violence, acts of retribution or intimidation directed toward employees of the Landlord or other tenants are strictly prohibited. Any of the aforementioned violations will result in immediate termination of the Lease and/or criminal prosecution.
- 4. WATER BEDS ARE NOT PERMITTED.
- 5. Fish tanks in excess of 20 gallons are prohibited.
- 6. SMOKING, VAPING AND TOBACCO USE INSIDE ANY APARTMENT
 IN THE BROOKWOOD OR WELLNESS HOUSING COMPLEX IS
 PROHIBITED. Tenants will be responsible for notifying guests of the
 prohibition and will be responsible for payment of clean-up fees and fumigation if
 there is any cigarette litter or smell found around or inside the Premises.

K. Behavior.

- 1. No Tenant, occupants, guests, family members or other persons related to or affiliated in any way with Tenant shall engage in any unlawful activity within the Premises or the Community, including but not limited to manufacturing, possession, storage, or sale of alcohol or illegal drugs.
- 2. The Premises shall not be used for gambling, canvassing, soliciting or peddling or for any immoral or illegal purpose.

L. Amendment.

1. The Landlord reserves the right to change the rules and regulations, in Landlord's sole judgment, including adding new rules and regulations. Such amended rules and regulations shall be binding upon the parties hereto and with the same force and effect as if they had been inserted herein at the time the Lease was signed.

If any Tenant finds the Rules and Regulations listed above objectionable, he/she should not sign the Lease.

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