

STUDENT LODGING, INC.
LEASE PART II
RULES AND REGULATIONS

Student Lodging, Inc.
Emergency Number
24 hours a day/ 7 days a week
(717) 872-4611

Student Lodging, Inc.
Leasing Office
Hours: 9 am-5 pm (Mon.-Fri.)
508 Hillview Avenue, Millersville, PA 17551

The Rules and Regulations are a part of the Lease by and between Landlord and Tenant. These Rules and Regulations apply to all Tenants, guests, and other persons affiliated with any Tenant. Any violation of the Rules and Regulations shall be considered a breach of the Lease.

All capitalized terms used herein but not defined shall have the meaning ascribed to them in the Lease. References to Landlord shall include Landlord's authorized agents and employees.

Landlord reserves the right to amend these Rules and Regulations as it sees fit per §28(d) of the Lease. If Tenant finds the Rules and Regulations objectionable, he/she should not sign the Lease.

A. Premises 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 Tenant prior to entering the Premises.
2. Tenant shall not impede Landlord's access to the Premises.
3. Tenant 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. Use.

1. The interior and exterior of the Premises must be kept clean and orderly.
 - a. Window blinds are to be straight and neat.
 - b. No signs of any nature may be kept in the windows of the Premises, the exterior of any structure, or any common areas within the Complex.
 - c. All trash must be placed in the proper receptacles regularly.
- d. Tenant may not permit trash and rubbish to accumulate within or outside the Premises.

e. Tenant must follow the guidelines of the existing recycling program. Recycling information is available in the Leasing Office.

f. No trash or personal property is to be stored or left to accumulate outside the Premises.

g. Tenant may keep plants, flowers, gas or electric grill, and patio furniture with permission of the Landlord. Patio furniture does not include stuffed furniture, refrigerators, other appliances, beer kegs, keg holders, cardboard boxes, trash cans, etc.

h. Recycling bins must be stored behind the Premises' privacy wall.

2. Loud, profane, and/or abusive language is strictly prohibited at all times.

3. Disruptive noise is prohibited, including, radios, stereos, speakers, televisions, dancing, singing, etc.

4. 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 9:00 p.m. and 8:00 a.m.

5. If Millersville Borough issues a disruptive conduct report to any Tenant, it could result in all Tenants being evicted.

6. Tenant may only store bicycles at bicycle racks. Tenant may not store bicycles or similar items in hallways or entryways. Tenant may not secure bicycles to any post, pole, or other improvement other than bicycle racks.

7. The following items are strictly prohibited on the Premises:

a. Candles;

b. Tiki torches;

c. Sterno; and

d. Any other type of open flame.

8. Except for a single propane tank (not to exceed 20 pounds) attached to a gas grill, Tenant may not store containers of combustible material of any type on the Premises, on the patio, or anywhere on the Complex grounds. Any gas grill and attached propane tank must be stored outside of the Premises on or near the patio for the Premises.

9. No grill or propane tank may be stored on a balcony.

10. Barbequing is permitted outside of the ground floor provided the grill is more than six (6) feet from all buildings and railings. Tenant may only use gas or electric grills for

barbequing. Charcoal and other fuels are prohibited. Tenant shall make sure the grill has sufficiently cooled before returning the same to its storage location.

11. No one is permitted on the roof at any time or for any reason. If Tenant or a guest of any Tenant is identified as being on the roof, Tenant will be fined and charged for repairs if necessary.

12. Appliances are not to be abused.

13. Tenant may not hang clothes, towels, bedding, rugs, or other materials outside of the Premises, on balconies, or in public areas of the Building or Complex.

14. Tenant may not paint any portion of the interior of the Premises unless Tenant receives written permission from Landlord. Tenant may not affix wallpaper or contact paper to any part of the Premises. Any damage to the Premises from nails, tape, or other fasteners will be deducted from Tenant's Security Deposit.

15. When the Premises are scheduled for extermination, Tenant's cooperation is mandatory. Failure to cooperate will result in management preparing the Premises and Tenant being billed for the services. If Tenant is the source of an infestation, Landlord may recover all extermination costs from Tenant.

16. Safety inspections will be conducted on a regular basis. Violations must be immediately corrected by Tenant.

17. Tenant will be charged for repairs to the Premises, not due to normal wear.

a. Examples—non-food items lodged in the garbage disposal, foreign objects in commodes, broken windows or doors.

b. Tenant is responsible for any vandalism to the interior or exterior of the Premises.

18. Tenant must take steps to minimize indoor moisture buildup in the Premises.

19. Tenant 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 degrees Fahrenheit and 77 degrees Fahrenheit 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 the clothing dryer vent is not connected properly, contact Landlord for maintenance; and
- i. Clean the clothing dryer lint screen after every use.

C. Pets/Animals.

- 1. No pets or animals of any kind are permitted within the Premises without Landlord's permission. See Paragraphs 30 and 31 of Lease.
- 2. No bird feeders, birdhouses, or other types of animal feeding devices may be attached to or placed upon Landlord's property.
- 3. No visiting animals are allowed to be brought onto the Premises at any time.
- 4. Tenant shall not feed any wildlife upon Landlord's property.

D. 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 through Friday) will be charged a lockout fee in an amount as described in the Fee Schedule attached hereto.
- 2. If a lockout occurs during regular working hours there will be no charge.
- 3. 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.
- 4. Tenant will be charged for the cost of replacing locks and issuing new keys if Tenant loses his/her key.
- 5. Tenant shall not add any lock to an existing lock without written permission from Landlord.
- 6. Tenant shall not make duplicate keys.

E. Fire and Safety.

- 1. Tenant shall not tamper with or modify the electrical wiring, heating units, water heater, lights, electrical fixtures, or appliances. Tenant shall contact Landlord if such items are not functioning properly.

2. Tenant shall not store anything in the closet housing the heating unit.
3. If Tenant notices anything unusual, such as lights not working properly, a spark, or popping noise when Tenant turns on a switch, an unusual smell, or smoke, Tenant shall contact the Leasing Office immediately.
4. Adapters, that 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.
6. Tenant must use care in selecting appliances and furniture. Tenant shall make sure the wiring is not old, frayed, or cracked. Tenant shall not overload receptacles. If the circuit breaker trips, there is a problem, reduce the electrical load immediately!
7. Tenant must keep all entrances and fire escapes clear of obstructions at all times.
8. Nothing may be stored in the fire escapes, hallways, or stairs.
9. Fire escape doors are never to be left open. Fire escape doors are not to be used for ordinary entrances or exits.
10. **Smoke and Carbon Monoxide Detectors**
 - a. UNDER NO CIRCUMSTANCES ARE THE SMOKE DETECTORS AND/OR CARBON MONOXIDE DETECTORS WITHIN THE PREMISES TO BE MODIFIED, ALTERED, TAMPERED WITH, DAMAGED, DISABLED OR OTHERWISE MADE INOPERABLE.
 - b. The smoke detectors and carbon monoxide detectors in the Premises ("Detectors") will be inspected by Landlord on a regular basis.
 - c. If Landlord discovers that the Detectors have been tampered with there will be a charge for repair and replacement and a fee in an amount as described in the Fee Schedule attached hereto.
 - d. If Tenant reports problems with the Detectors to Landlord promptly, no fee will be issued.
 - e. Tenant must take care to ensure 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 Leasing Office immediately so that the problem can be remedied. Inoperable batteries will be replaced at no charge.
11. **Fire Extinguishers**

- 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 fee in an amount as described in the Fee Schedule attached hereto.
- c. If for some reason the fire extinguisher in the Premises is needlessly discharged and Tenant brings the fire extinguisher to the office, Tenant will only be required to pay for recharging the extinguisher.

12. Sprinklers (if so equipped).

- a. UNDER NO CIRCUMSTANCES IS THE SPRINKLER SYSTEM OR ALARM SYSTEM TO BE MODIFIED, ALTERED, TAMPERED WITH, DAMAGED, DISABLED OR OTHERWISE MADE INOPERABLE.
- b. Nothing may be hung from any pipes, sprinkler heads, etc.
- c. Nothing may be located on 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, that 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 Tenant will be charged accordingly. In addition, Landlord will take action to end the Lease.

13. Portable heating units and/or space heaters are strictly prohibited.

14. Hot plates and other cooking devices, not provided by Landlord, are strictly prohibited outside of the Unit's kitchen area.

15. Tenant will be required to observe all safety and security procedures to which any prudent adult would reasonably be expected to adhere.

16. IF TENANT MODIFIES, ALTERS, TAMPERS WITH, DAMAGES OR DISABLES, OR OTHERWISE RENDERS INOPERABLE SMOKE DETECTORS, CARBON MONOXIDE DETECTORS, SPRINKLERS, OR OTHER LIFE SAFETY EQUIPMENT, SUCH ACTIONS SHALL BE A DEFAULT UNDER THE LEASE AND GROUNDS FOR IMMEDIATE TERMINATION OF THE LEASE AND LANDLORD MAY INITIATE EVICTION PROCEEDINGS.

F. Guests and Gatherings.

1. Tenant may not have a guest(s) that are objected to by any of the co-Tenants.
2. Tenant is responsible for the actions and behaviors of their guests.
3. Tenant is responsible for any damage to the Premises and/or any damage a guest of any Tenant may cause to other units, buildings, or the Complex.
4. If any area occupied by Tenant or their guests is littered after a gathering, Tenant MUST clean it up no later than 3:00 a.m. A fee in an amount as described in the Fee Schedule attached hereto 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 Tenant

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

8. Failure to keep a gathering under control will result in the Millersville Borough Police being summoned.

9. 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 IDs, and prosecute violators. Please keep guests under control.

10. Extended Guest Stays.
 - a. Extended guest stays are strictly prohibited.
 - b. Tenant acknowledges that the Lease is solely between the Tenant(s) and the Landlord and that it covers the use and occupancy of the Premises by the named Tenant(s) only.
 - c. Any guest staying at the Premises overnight can be considered an “Extended Guest” as determined solely by Landlord.

d. The Extended Guest shall be subject to all terms and conditions of the Lease during their stay, and the Tenant shall be responsible for the Extended Guest's compliance with the Lease.

e. The Tenant acknowledges that they remain fully liable for any actions or breaches of the Lease by the Extended Guest. Any violations or damages caused by the Extended Guest shall be the responsibility of the Tenant, and the Tenant shall indemnify the Landlord for any associated costs or damages.

f. The Landlord reserves the right to evaluate and determine whether an Extended Guest has become a tenant under applicable laws and regulations. If the Extended Guest meets the criteria for tenancy, the Landlord may require the Tenant and the Extended Guest to enter into a separate lease agreement and be subjected to fees, subject to the Landlord's discretion and local laws.

G. Parking and Vehicles.

1. Automobiles must be parked in designated legal parking spaces. Violators will be ticketed!

2. The Tenant shall park exclusively in designated parking spots and shall not park in any other areas within the premises. Any violation of this provision, including but not limited to parking in undesignated areas, will be considered a parking violation.

3. Undesignated areas include but are not limited to walkways, lawns, sidewalks, and fire lanes.

4. In the event of a parking violation, the Tenant agrees to pay a fine in the amount set forth in the Fee Schedule attached hereto for each occurrence. Tenant may also be charged for any damage caused by the parking violation.

5. Any parking violation can result in Tenant's parking privilege being revoked at the sole discretion of Landlord.

6. Millersville Borough Police may enforce parking restrictions within the Complex.

7. Motorcycles and motorbikes may not be parked on patios under any circumstances! Under no circumstances may motorcycles be stored inside the Premises or any building. Any damages to concrete, macadam, or buildings caused by the motorcycle are the responsibility of the Tenant. If additional clarification is needed, please contact the Leasing Office.

8. Tenant shall not park near the dumpsters. If a Tenant's vehicle or bicycle prevents the dumpster from being emptied, Tenant will be charged a fee in an amount as described in the Fee Schedule attached hereto.

9. No vehicle shall be operated in such a fashion as to endanger the lives, property, or safety of the occupants of the Complex.

10. All vehicles must bear a current inspection.

11. Vehicle repair, maintenance, and washing are strictly prohibited upon Landlord's property. This prohibition does not apply to the changing of a flat tire or jump-starting a vehicle.

12. Any vehicle illegally parked, not bearing a current inspection, or appearing to be abandoned, will be towed at the sole cost of the owner of the vehicle.

13. Commercial vehicles and inoperable vehicles are strictly prohibited.

14. Parking stickers are required on all vehicles parked on Landlord's properties.

15. 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 fee in an amount as described in the Fee Schedule attached hereto. The old sticker must be returned to the Leasing Office to get the replacement sticker.

16. Tenant may obtain a temporary parking pass while Tenant's primary car will be located outside of the Complex for more than 24 hours, by filling out the application at the Leasing Office and paying a deposit in an amount as described in the Fee Schedule attached hereto. No Tenant may park more than one vehicle within the Complex.

17. Landlord reserves the following rights:

a. To control the method, manner, and time of parking in parking spaces in and around the Complex.

b. To designate which portions of the Complex may be used by the Tenant or Tenant's guests for parking.

c. To tow away and store at Tenant's expense any vehicle parked by Tenant or any guests of Tenant in spaces not so authorized by Landlord. Tenant shall advise all guests and invites of the parking rules for the Complex.

H. Shared Laundry (if applicable).

1. Smoking, electronic cigarettes, and 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.
6. The Landlord shall not be responsible for any loss or theft of personal belongings, including but not limited to clothing, laundry, or any other items, that occur within the shared laundry facility.
7. The Tenant accepts full responsibility for safeguarding their personal belongings while using the shared laundry facility and is encouraged to take all necessary precautions to prevent loss or theft, such as supervising their laundry at all times, promptly retrieving their laundry upon completion, and securing their personal items.

I. Prohibited Items and Actions.

1. The following items are strictly prohibited, the possession of any one of these items could result in immediate eviction:
 - a. Fireworks
 - b. Firecrackers
 - c. Sparklers
 - d. Explosives
 - e. Firearms, including but not limited to:
 - i. Handguns
 - ii. Rifles
 - iii. Muskets
 - iv. Shotguns
 - v. Air Rifles
 - vi. Air Pistols
 - f. Water Beds
 - g. Live Christmas/Holiday Trees
 - h. Fish Tanks Over 10 Gallons

2. The following actions are strictly prohibited. Any Tenant found doing any of the following may be subject to immediate eviction:

- a. Physical Violence
- b. Threats of Physical Violence
- c. Acts of Retribution
- d. Intimidation Directed Toward Employees of the Landlord or other Tenant
- e. **SMOKING AND/OR VAPING OF ANY SUBSTANCE** inside any Building or Unit owned by Landlord
- f. Drone Use on or over the Premises
- g. Any unlawful activity within the Premises, including but not limited to manufacturing, possession, storage, or sale of alcohol or illegal drugs
- h. Gambling, canvassing, soliciting or peddling or for any immoral or illegal purpose

J. Violation of Student Code.

- 1. This provision shall only apply to Tenants who are current students of any college or university (“Student Tenants”)
- 2. Student Tenants must abide by their University’s/College’s rules and regulations and student code of conduct or any other published University/College directives as each may be updated from time to time.
- 3. Violation of their University’s/College’s rules and regulations may be a breach of the Lease, at Landlord’s sole discretion.

K. 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 Tenant, guests, and any other affiliate of Tenants with the same force and effect as if they had been inserted herein at the time the Lease was signed.

FEE SCHEDULE

<u>Section</u>	<u>Fee</u>	<u>Minimum Fee</u>
Room/Key Fees		
Rules §D(1)	Lockout Fee	\$35
Lease §12(b)	Unauthorized use of vacant room	\$500 and/or Base Rent for vacant room
Lease Exhibit A §(10)	Unreturned key	\$25/key
Fire/Carbon Monoxide Fees		
Rules §E(10)(c)	Smoke/Carbon Monoxide Detector Tampering	\$250
Rules §E(11)(b)	Fire Extinguisher missing/needlessly discharged	\$55
Vehicle/Bicycle/Motorcycle Fees		
Rules §G(2)-(5)	Parking violations	\$50
Rules §G(6)	Vehicle/bicycle/motorcycle preventing emptying of dumpster	\$75
Rules §G(14)	Parking sticker replacement	\$10
Rules §G(15)	Temporary parking pass deposit	\$25
Rent/Additional Rent Related Fees		
Lease §6(b)	Early Termination Fee	\$100
Lease §7(d)	Late Rent Charge	\$35
Lease §7(f)	Dishonored Payment Charge	\$60
Lease §9(e)	Utility charges for non-compliance	\$10/billing cycle
Pet/Animal Fees		
Lease §30(b)	Pet registration fee	\$35

Lease §30(c)	Failure to clean up after Pet	\$50
Lease §30(f)	Unauthorized Pet	\$500
Lease §31(g)	Failure to clean up after Assistance Animal	\$50
Miscellaneous Fees		
Rules §F(4)	Gathering litter not cleaned before 3 am	\$75
Lease §9(f)	Failure to provide proof of utilities	\$100