

SMALLWOOD PLAZA, LLC RULES AND REGULATIONS

The following Rules and Regulations (“**Rules**”) are guidelines for all residents (“**Tenants**”) of Smallwood Plaza. These rules and regulations may be modified, altered, or revised at the sole discretion of the Smallwood Plaza, LLC (“**Landlord**”) or NEXTWAVE Management Group, LLC (the “**Property Manager**”). Collectively, the Landlord and Property Manager are sometimes referred to herein as “**Management**.” Violations of these Rules constitute a “**Default**” under Tenant’s lease with Landlord (the “**Lease**”). Tenants shall bear the burden of any costs associated with any violations of these Rules and the enforcement thereof. Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

1. **CHARGES & RATES**

- 1.1. **Access Key Charge** means \$30.00.
- 1.2. **After Hours Charge** means \$30.00. The After Hours Charge shall be applied in addition to any other charges for any services performed by Management outside of Management’s normal office hours.
- 1.3. **Carpet Cleaning Fee** means the greater of Management’s actual costs have the carpets professionally cleaned. Actual costs may vary, but Management estimates it will cost at least \$95 for a 2 bedroom apartment, \$120 for a 3 bedroom apartment and \$150 for a 4 bedroom apartment.
- 1.4. **Drywall Charge** means \$35.00 for each mark or hole not larger than an inch in diameter.
- 1.5. **Lockout Charge** means \$30.00.
- 1.6. **Mailbox Key Charge** means \$10.00.
- 1.7. **Pet Charge** means a charge of \$50.00 per day.
- 1.8. **Rules Violation Fine** means a charge of \$50.00 per occurrence or per day, as determined by Management.
- 1.9. **Service Call Fee** means \$30.00 per visit.
- 1.10. **Trash Dumping Charge** means a charge of \$35.00 per bag of trash not placed in the trash chute system.

2. **GUESTS.** Tenant accepts full responsibility for the actions of all of Tenant’s guests, invitees and others within the Building with Tenant’s permission (implied or expressed).

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3. COMMON AREAS OF THE BUILDING

- 3.1. **No Obstruction.** Sidewalks, entrances, passages, courts, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purposes other than entering or exiting the Leased Premises.
- 3.2. **Trash.** Corridors and/or any Common Area shall be kept free of debris, any furniture or any other unsightly item. Any item left shall be deemed abandoned and will be disposed of at the discretion of Management.
- 3.3. **No Access to Courtyard.** The interior courtyard is not for the purpose or use by Tenants and no access shall be gained for any reason.
- 3.4. **Landscaping.** The trees and shrubbery are a vital and valuable part of the Leased Premises and Tenant shall be liable to assessment for damages for any mutilation or defacing thereof.

4. PARKING

- 4.1. **No Parking Rights.** Except as provided in the Parking License Agreement, Tenant has no right to park a vehicle within the Building or on any other property owned, operated or leased by Management. Except as otherwise explicitly marked, all parking spaces in Smallwood Plaza are for the exclusive use of the clients and customers of the retail tenants of Smallwood Plaza, and are subject to the additional parking regulations of Smallwood Plaza, as posted from time to time. Any vehicles occupying such spaces in violation of such rules and regulations shall be subject to towing at the owner's expense.
- 4.2. **Bicycles and Motorcycles.** Bicycles and motorcycles must be parked and stored in designated areas
- 4.3. **Retail Parking Spaces.** The retail parking portion of the parking garage is not for use by Tenants or their guests. Any Tenant parked in retail parking shall be in violation of the permitted use of such parking space (regardless of any posted time limitation) and shall be fined \$50.00 per occurrence and/or towed at the owner's expense. Retail parking is reserved for patrons of the retail establishments who are not Tenants or guests of Tenants only.
- 4.4. **No Vehicle Storage.** At no time shall automobiles that are not currently licensed and/or not in operating condition be allowed on the Leased Premises. Tenant shall bear all costs imposed on Management or Tenant (or any third party) relating to removal of such vehicles or fines imposed by any governmental agency for violations of any rule, ordinance or statute.

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- 4.5. **Parking on City Streets.** Parking on a city street or in a city facility is subject to the laws and ordinances of the City of Bloomington, Indiana, Indiana University and/or any other governmental agency with such authority.

5. **PROHIBITED ITEMS AND ACTIVITIES**

- 5.1. **General.** The following items are not permitted inside the Building (including the Leased Premises):
- 5.1.1. Bicycles and motorcycles;
 - 5.1.2. Kegs;
 - 5.1.3. Open containers containing alcohol except for inside a given apartment unit;
 - 5.1.4. Smoking except for inside an apartment unit;
 - 5.1.5. Littering, including littering of cigarette butts into the landscaping, sidewalks, parking lots or any other common area;
 - 5.1.6. Grills of any kind;
 - 5.1.7. Disposing of inappropriate items into sinks or toilets (including but not limited to trash, grease, bottle caps, metal products of any kind, produce or any other item that may clog up a sink or toilet);
 - 5.1.8. Firearms, kerosene, gasoline or other flammable or explosive items;
 - 5.1.9. Commercial vehicle parking;
 - 5.1.10. Disturbing noises;
 - 5.1.11. Noise that is loud enough and any other actions that interfere with the rights, comforts or convenience of other tenants and guests of Smallwood Plaza;
 - 5.1.12. Waterbeds, pianos or other unusually heavy items;
 - 5.1.13. Throwing balls, frisbees or other objects inside the Building, parking areas and Leased Premises;
 - 5.1.14. Undertaking activities in the Building, Leased Premises and parking areas which may cause damage to vehicles, finishes, furnishings and equipment;
 - 5.1.15. Radios, televisions or musical instruments producing sufficient volume to disturb other tenants and guests in Smallwood Plaza; and
 - 5.1.16. Vocal or instrumental practice sessions or performances.

In addition to Management's other rights, Management reserves the right to impose a Rules Violation Fine upon any Tenant that is in violation of these prohibitions.

- 5.2. **Pets.** Except as described below, no animals, birds, or pets of any kind shall be permitted, temporarily or permanently, within the Building (including the Leased Premises). Aquariums of 10 gallons or less are permitted. If Management finds any animal in the Building (including the Leased Premises) in violation of this Rule, Management may, at its sole option, immediately terminate the Lease, and notwithstanding any provision of the Lease to the contrary, Tenant shall not be entitled to a cure period for such Default, and Management shall have the right (but not the obligation) to file an immediate eviction against all Tenants in the Leased Premises. In any event, any Tenant which allows an animal within its

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Leased Premises in violation of these Rules shall pay for the cost of professionally treating the Leased Premises for fleas and any other remediation or cleaning Management deems necessary or appropriate. Further, such Resident shall be fined the Pet Charge for each day a pet is in the Building.

6. LOCKS AND KEYS

- 6.1. **In General.** Management shall provide a lock for the exterior doors of the Leased Premises. Management shall provide Tenant a key or keys to access the door to the Leased Premises, the Building and to the mailbox. Upon Move-Out, Tenant shall return to Management all key devices given by Management.
- 6.2. **Replacement Keys.** In the event Tenant requests a new key or, upon termination of the Lease, fails to return any key for any reason, Management shall charge Tenant a fee for replacing such key. The mailbox key shall be replaced at the Mailbox Key Charge and any other key shall be replaced at the Access Key Charge.
- 6.3. **No Modification of Locks.** Tenant shall not modify any lock or any door or window in any manner (including, Tenant shall not place additional locks on any door). Management shall retain a pass key to the Leased Premises.
- 6.4. **Lockouts.** In the event a resident is locked out of the Leased Premises, such resident shall be charged the Lockout Charge immediately to Management upon re-entering of the Leased Premises. Management shall have no obligation to provide re-entry after normal office hours.

7. ALTERATIONS TO THE LEASED PREMISES

- 7.1. **Alterations Prohibited.** Alteration of the Leased Premises or the Building is prohibited except where permitted herein.
- 7.2. **Signs.** No banners, signs, advertisements, notices or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the Leased Premises or Building. There shall be no signs placed or visible in any window.
- 7.3. **Window Treatments.** No awnings or other projections shall be attached to or protrude beyond the outside walls of the Building. No blinds, shades or screens shall be attached to or hung in or used in connection with any window or door of the Leased Premises except those that are provided by Management.
- 7.4. **Communication Equipment and Fixtures.** No radio or television aerials or wires shall be erected in or about any part of the Leased Premises. No additional light fixtures, telephone jacks, cable jacks or any other fixtures shall be installed or moved on or about the Leased Premises.

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- 7.5. **Pictures and Wall Hangings.** No spikes, hooks or nails shall be driven into the woodwork without the consent of the Management Company. Adhesives and tape are prohibited. Tacks or approved picture-hanging nails may be used to hang pictures on the drywall areas of the walls. Failure to abide by this Rule may result in a charge to Tenant equal to the Drywall Charge. In the event of multiple violations on any given wall, or in the event the damage warrants, in Management's reasonable discretion, painting an entire wall, Tenant shall be responsible for Management's cost to paint the entire wall. In the event of damage to more than one wall, Tenant shall be responsible for the Management's cost to paint the entire apartment.

8. MAINTENANCE AND REPAIR OF LEASED PREMISES

- 8.1. **Equipment, Plumbing, Appliances.** Showers, toilets, appliances and other equipment within the Leased Premises (and the Building) shall be used only for the purposes for which they are constructed. Tenant shall immediately report any leaks, running water or otherwise malfunctioning equipment to Management.
- 8.2. **Garbage Disposal.** All grease shall be disposed of with garbage in proper receptacles. Please use the garbage disposal with care. Feed small appropriate items slowly while water is running. If you dump items in large quantities, it will back up and will likely overflow your dishwasher. Any service calls related to improper use of a garbage disposal shall be billed to the resident.
- 8.3. **Trash.** All trash must be removed from the Leased Premises daily and shall be placed in trash chute system provided in the Building. Trash that is left in any common area (including in the trash chute rooms) will be disposed of by Management and Management may, in its discretion, charge Tenant the Trash Dumping Charge. Laundry room trash bins are not for the use by residents to dispose of their daily trash and such use shall be considered improper disposal and be billed to the resident. Please be aware that the trash will be searched to determine the violating unit for imposing the Trash Dumping Charge.
- 8.4. **No Repairs by Tenant.** Tenants shall not undertake to repair the Leased Premises, including but not limited to repainting, carpet cleaning, appliance repair, smoke detector repair and other repairs. Management shall make all repairs and determine the responsibility for the cost in accordance with the terms of the lease.
- 8.5. **Clogged Plumbing.** Tenant is responsible for owning and properly using a plunger. Prior to calling Management to repair a malfunctioning drain, Tenant shall first attempt to unclog the drain with a plunger and then shall promptly clean up any mess. If Tenant is not able to properly unclog and clean up any clogged drain, Tenant shall call Management and shall pay the Service Call Fee and any

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charges imposed by Management for labor to remedy and clean same, at the then prevailing Labor Rate.

- 8.6. **Fire Alarms.** Residents shall be responsible for and shall reimburse Management all fees charged for fire-alarms that require the fire department to respond for a false alarm in the Leased Premises or Building (including the common areas and parking areas) by way of smoke, negligent or intentional pulling of a fire station, or discharging a fire-extinguisher.

9. **DAMAGES, LIABILITY, INDEMNITY AND RELEASE.**

- 9.1. **Joint & Several Liability.** Each Tenant in a given apartment is jointly and severally liable with each other Tenant for any violation of these Rules.

- 9.2. **Guests, Invitees.** Tenant is responsible for the actions of all guests and invitees while in the Leased Premises or in Smallwood Plaza. Any action by any guest or invitee may be ascribed to Tenant.

- 9.3. **Injuries and Personal Safety.** All persons using the Building and parking areas do so at their own risk. Management is not responsible for any damage to and/or claim for injury to any resident or guest in the Building (including the common areas and the parking areas).

- 9.4. **Property Damages.** Damage to any of Management's property, resulting from Tenant's actions OR a violation of these Rules shall be the responsibility of Tenant. Tenant shall Promptly Pay Management the costs to remedy such damages.

10. **MISCELLANEOUS**

- 10.1. **Business Hours.** Management may publish operation hours from time to time for the Property Manager's office, the recreational facilities and/or the common areas and will strive to retain those hours. However, it shall not be liable for failure to operate any recreational facilities and/or common areas and expressly reserve the right to close any such facilities at any time for any reason.

- 10.2. **Renter's Insurance.** Tenant shall carry a "renters insurance" policy insuring all of Tenant's personal possessions. Management does not maintain insurance on any of Tenant's property.

- 10.3. **Tenant Identity.** Tenants may not swap roommates or exchange residence in Leased Premises.

- 10.4. **Furniture Moving.** Other than at the time of the Move-In Time moving furniture or other objects is permitted to and from the Leased Premises between the hours

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of 8:00 a.m. and 8:00 p.m. Any packing cases, barrels or boxes which are used in moving must be removed by Tenant immediately.

10.5. **Package Acceptance.** Package delivery acceptance is a convenience to Tenant by Management. Management shall have no obligation to accept packages and shall not be responsible, in any manner for acceptance of or the condition of any packages. Perishables, in particular should be delivered to Tenant by outside parties when Tenant is in the Leased Premises and not to Management. Management shall have no responsibility for the timely notification to Tenant of receipt of any packages (including perishable items). Tenant shall solely be responsible for determining if, whether and when a package has been delivered and accepted by Management.

10.6. **Courtesy and Respect.** Tenants are expected to treat Management personnel with courtesy and respect at all times. Repeated instances of abuse constitute a Default under the Lease.

I have read and agree to abide by these Rules and any modifications thereto made by Management in Management's sole discretion.

TENANT, jointly and severally:

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Signature: _____

Signature: _____

Printed: _____

Printed: _____

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