



MILLENNIAL
TOWERS

RULES AND REGULATIONS
(Exhibit "A" to Apartment Lease)

The following Rules and Regulations are a binding part of Tenant's Lease with Landlord. Tenant understands that these Rules and Regulations are not an exhaustive list, and that they are in addition to the terms and conditions of the Lease. Tenant agrees that any non-performance or breach of any of these Rules and Regulations may cause increased operating expenses, including, but not limited to, clean-up costs, increased management and labor costs, attorneys' fees, and higher utility costs, as well as damages to Landlord in the form of decreased marketing appeal of the Property. Tenant agrees that any non-performance or breach of any of these Rules and Regulations constitutes a default by Tenant under the Lease and Landlord may, in Landlord's sole and absolute discretion, proceed with an eviction action and/or exercise any other rights or remedies afforded to Landlord under the Lease and/or provided by prevailing law, which shall not amount to Tenant's release from the obligations of the Lease. In accordance with the Lease, and the Security Deposit thereunder, Tenant will also be charged fees, as additional Rent, for a violation of these Rules and Regulations in order to offset any increased costs and damages. Such fees are due and payable at the same time as the next month's Rent.

These Rules and Regulations are put forth for the purpose of promoting the convenience, peace, safety and welfare of the tenants on the Property. Tenant agrees that these Rules and Regulations are sufficiently explicit in prohibition, direction, and/or limitation of Tenant's conduct to sufficiently inform Tenant what Tenant must or must not do to comply. Tenant agrees that Tenant received notice of these Rules and Regulations at the time Tenant entered into the Lease. Tenant acknowledges that Landlord, from time to time, may adopt additional rules and/or regulations, however described, concerning Tenant's use and occupancy of the Rental Space, Apartment, and Property, and that such additional rules and regulations shall automatically be incorporated herein.

Tenant agrees that any fees established herein are set forth on the basis that (a) the damages caused by Tenant in breach of these Rules and Regulations are difficult or impossible to estimate accurately; (b) Tenant and Landlord intend to provide for damages rather than a penalty; and (c) the fees as set forth herein are a reasonable pre-breach estimate of the probable damages to Landlord in the event of Tenant's breach of these Rules and Regulations. All fees set forth herein shall be charged and due as additional Rent.

1. **Rent.** Tenant agrees that rent is due and to-be-paid by the first day of each month. For example, February's rent is due by February 1st. Tenant is encouraged to pay rent with on Landlord's Appfolio platform- www.millennaltowers.com. Rent will be considered delinquent and a late fee of \$50.00 imposed if rent is not paid in full by 5:00 PM on the 5th day of the month for which it is due.
2. **Non-Smoking Policy.** Smoking of any kind (cigarettes, cigars, hookah, etc.) is strictly prohibited in the interior areas of Millennial Towers and within 25 feet of any entrance. This is not just Millennial Towers' policy, but Utah law as well, and Landlord is legally obligated to enforce it. Any violation of this policy will have consequences, including monetary fines as well as possible termination of your lease.
3. **No Pets.** Only authorized pets and/or animals, subject to Landlord's approval, are allowed at any time, for any length of time, on the Property, including visiting pets. An addendum to the Lease must be signed before a pet may be brought to an Apartment. Violation of this paragraph will result in:

FIRST: Upon Tenant's first violation, a written warning will be issued to Tenant specifying the complaint, and a \$100.00 fee per pet/animal, per day, will be assessed against Tenant, and Landlord may, in its sole and absolute discretion, declare the Lease to be in default, and/or exercise remedies available to Landlord at law and/or equity. Tenant will also be responsible for all costs of cleaning and/or replacement of carpet and/or furniture due to any damage and any necessary de-fleaing of the Apartment.

SECOND: Upon Tenant's second violation, a written warning will be issued to Tenant specifying the complaint, and a \$200.00 fee per pet/animal, per day, will be assessed against Tenant, and Landlord may, in its sole and absolute discretion, declare the Lease to be in default, and/or exercise remedies available to Landlord at law and/or equity. Tenant will also be responsible for all costs of cleaning and/or replacement of carpet and/or furniture due to any damage and any necessary de-fleaing of the Apartment.

4. Noise. Landlord acknowledges that Tenant may desire to entertain friends, guests and invitees. Tenant and his/her friends, guests and invitees shall at all times maintain order in the Apartment and at all places on the Property, and shall not make or permit any loud, improper or boisterous noise or conduct or otherwise disturb the comfort or interrupt the sleep of other tenants. All television sets, stereos, music players, computers, electronics, instruments, or any other appliances/items that may cause noise must be played at a level of sound that does not annoy or disturb other tenants. Violation of this paragraph will result in:

FIRST: Upon Tenant's first violation as evidenced by Landlord's receipt of a written complaint, a written warning will be issued to Tenant specifying the complaint that was filed.

SECOND: Upon Tenant's second violation as evidenced by Landlord's receipt of a written complaint, which is not refuted by Tenant, a \$100.00 fee will be assessed against Tenant as additional Rent.

THIRD: Upon Tenant's third violation as evidenced by Landlord's receipt of a written complaint, which is not refuted by Tenant, a \$200.00 fee will be assessed against Tenant as additional Rent and Tenant's Guarantor will be notified.

FOURTH: Upon Tenant's fourth violation as evidenced by Landlord's receipt of a written complaint, which is not refuted by Tenant, a \$250.00 fee will be assessed against Tenant as additional Rent and Landlord may, in its sole and absolute discretion, declare Tenant to be in default under the Lease, and/or exercise any other available remedies available to Landlord.

Tenant agrees that the burden of proof to refute a complaint is upon Tenant, who must refute such complaint with clear, convincing and undisputable evidence to the contrary. Tenant agrees that Landlord shall have the right to review the evidence and determine in Landlord's sole and absolute discretion as to whether the complaint was valid. Landlord retains the right to summon law enforcement officers, who may impose criminal fines as determined by local laws.

5. In-Room Gatherings. At any one time, a maximum of 15 people are allowed in any suite on the premises. Any violation of this policy will have consequences, including monetary fines as well as possible termination of your lease.
6. Quiet Hours. Quiet Time hours are from 10pm - 8am, Sunday through Thursday, and from midnight - 8am, Friday and Saturday. These hours have been established to help create the most harmonious living environment for all Millennial Towers residents. Egregious noise and/or multiple offenses will be subject to a fine.
7. Jacuzzi/Hot Tub. Hours of operation are from noon to 11pm daily. Residents are limited to inviting one guest at a time.
8. Stairwells/Hallways. The stairways and hallways in all buildings must remain clear in accordance with the City of Logan's fire code. Tenant shall not store any item in these areas.
9. Vehicles and Parking Passes. In order to legally park a vehicle on the Property, Tenant shall obtain a parking pass/sticker from Landlord. Only one vehicle is permitted per Tenant. Tenant acknowledges that parking is limited and not all residents will receive on-site parking passes. Vehicles parked on the Property must be in operable condition, currently licensed, and on record with Landlord. Unlicensed and inoperable vehicles shall be towed at the expense of their owners. Parking of vehicles in other than designated parking areas is strictly prohibited. All vehicles without a parking pass that are parked in tenants' parking area are subject to booting and/or towing at the expense of their owners. Although guest parking is provided, these spaces may prove inadequate at certain times, such as when tenants may be entertaining or during football games or other college activities. Tenant agrees to abide by all normal parking regulations and shall not double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise violate parking provisions in force from time to time.
10. Use of Common Areas. To the extent not addressed herein or in the Lease, Tenant's use of common areas, including, without limitation, the parking areas, walkways, community study areas, fitness facilities and other amenities made available by Landlord, shall be governed by the rules and regulations posted in such common areas and shall be at the risk of Tenant and Tenant's guests or invitees. No glass containers are permitted in common areas.
11. Windows and Doors. Window coverings provided by Landlord shall not be removed absent the express consent of Landlord. Use of aluminum foil and other similar unsightly materials, including, but not limited to, neon or flashing signs or bed sheets over windows is strictly prohibited. If Tenant installs his/her own window coverings, any damage shall be repaired or removed by Tenant or at Tenant's expense. Windows and doors shall not be obstructed.
12. Signs and Advertisements. Tenant shall not post any signs, banners, advertisements, or political statements on any common area of the Property.

13. Locks, Keys and Electronic Access Cards. Tenant may receive door keys, mailbox keys, electronic access cards and/or electronic access codes, which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties and to keep such items confidential. Tenant may be held responsible for any injury (including death), damage or loss sustained by any person because of Tenant's negligence or willful act in passing along such items to any third party. If any such item is lost or stolen, Tenant shall promptly notify Landlord and Tenant will be charged a replacement fee of \$25.00 for each such item replaced. No lock, security device or electronic access card may be changed or added without the prior written consent of Landlord. All keys and electronic access cards must be returned to Landlord upon termination of occupancy or Landlord shall impose a fee of \$25.00 per lost item.
14. No Solicitation. No solicitation shall be permitted on the Property, either by Tenant or his/her guests or invitees.
15. Trash. All trash, garbage and recyclable materials shall be placed in receptacles in locations designated by Landlord, which do not include the exterior trash bins directly outside each building entry/exit door. Tenant shall deposit trash, garbage and recyclables directly into such receptacles and not leave same in the Apartment, the hallways or other common areas. Tenant is responsible for making sure all trash bags, when removed from the Apartment, are free of any holes and/or punctures that may cause leaking or unintended spillage in common areas. To prevent this from occurring, Tenant should either "double-bag" or remove the Apartment trash in the assigned Apartment trash can. Landlord reserves the right to impose a reasonable fee for violation of this paragraph as well as for any littering by Tenant. If not recycled, boxes are to be flattened before disposing of same. Normal rubbish must be put into plastic garbage bags, secured at the top and then disposed of. If the need to dispose of furniture arises, please contact Landlord or Agent to make arrangements.
16. Satellite Dishes, Etc. No satellite dishes, cables, radio wires, television antennas, or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building on the Property, absent the prior written consent of Landlord.
17. Fire Hazards. The use of candles, halogen lamps, lava lamps, kerosene lamps, kerosene heaters and electric heaters is strictly prohibited in an Apartment or anywhere else inside any building.
18. Grills. No grill of any kind is allowed inside or outside of an Apartment. Grills may be provided in designated areas by Landlord.
19. Water Beds. Water beds are prohibited in any Apartment.
20. Tenant Photographs. Tenant acknowledges that his/her photograph may be taken by Landlord and used in Landlord's newsletters and/or on Landlord's website or blog, and Tenant, absent his/her express written objection, hereby consents to the use of such photograph.
21. Smoke Alarms, Sprinklers and Fire Extinguishers. Landlord shall check the smoke alarms upon occupancy and at regular intervals during the Term of the Lease. Tenant shall immediately notify Landlord of any malfunctions, and neither Landlord nor Agent shall be charged with knowledge of any such malfunction(s) prior to receipt of such notice. Landlord shall be responsible for replacement of smoke alarm batteries. Removal of or tampering with any smoke alarm, sprinkler system or fire extinguisher is strictly prohibited.
22. Bicycles. Bicycles may be parked in designated areas or attached to designated railings so long as foot traffic is unimpeded and the bicycle is secured to the railing so as not to chip or damage painted surfaces. Bicycles locked to any area other than designated bicycle racks, including any interior or exterior stairwell railing, shall be immediately impounded by Landlord and a fine imposed on the bicycle owner. Locking or parking bicycles to or next to interior or exterior stairwell railings are a fire safety hazard and prohibited. Landlord reserves the right to remove any cable/lock to any bicycle at owner's sole cost and expense.
23. Mail Service. Landlord shall make available a mail room on the Property where tenants may retrieve their mail and packages. Delivery service carriers will be instructed to leave packages for tenants at the designated mail room. Tenant hereby agrees to release Landlord and Agent from any and all claims against them arising from their signing for packages on Tenant's behalf.
24. Maintenance Requests. To obtain maintenance service, Tenant shall either use the Appfolio on-line maintenance request form, or, during normal business hours, call Agent or visit Agent's office on the Property. For emergency maintenance service after normal business hours, Tenant shall call the after-hours emergency number and leave a message, which includes Tenant's name, complete address and apartment number, telephone number, and the nature of the service requested.
25. No Weapons. No weapons of any kind are permitted in any Apartment or anywhere on the Property. This includes, without limitation, guns, knives, martial arts weapons, pellet or BB-guns, paintball guns, and bows and arrows. If a weapon of any kind is found, Tenant shall be assessed a fee of \$150.00 and Landlord may, in its sole and absolute discretion, declare the Lease to be in default, and/or exercise remedies available to Landlord at law and/or equity.

26. Illegal Activity. Neither Tenant nor any guest or other invitee under Tenant's control shall engage in any illegal activity, including drug-related illegal activity, on the Property. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, use, or possession of a controlled substance as defined in the Controlled Substances Act [21 U.S.C. 801, et. seq.]. A single violation of this paragraph shall be cause for immediate eviction; however Tenant will still be liable for the full remaining term of lease. Unless otherwise required by law, proof of a violation shall not require a criminal conviction, but shall be met by a preponderance of the evidence.

Landlord reserves the right at any time to make changes to these Rules and Regulations as Landlord shall, in its sole and absolute discretion, determine to be necessary for the safety, care and welfare of the tenants and the appearance and maintenance of the Property. Upon notification to Tenant of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein.