LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

Rules and Regulations

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RULES AND REGULATIONS OF THE ASSOCIATION

The following rules and regulations are adopted by the Board of Directors of Landmark Square Condominium Owner's Association, Inc. for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I

GENERAL

1.01 Applicability to All Residents -- All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

1.02 Definitions -- All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Landmark Square Condominium (the "Declaration").

1.03 Keys and Locks -- The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

1.04 Winter Heating -- Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit during the winter months.

ARTICLE II

APPEARANCE

2.01 Signs -- No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Hanging of Garments and Window Coverings -- The original window coverings (louvered blinds) shall not be removed or replaced by the unit owner. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

2.03 Protrusions -- No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.04 Antennae -- To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

2.05 Laundry -- No laundry is to be hung on the balcony or in windows for any reason.

2.06 Limited Common Elements -- All areas which are open to public view shall be kept in a neat and orderly condition -- **limited to six (6) items outside the unit door, within recessed area.**

2.07 Smoking -- Smoking is prohibited in the common elements, including the limited common elements. If a unit owner or his guests and/or tenant smoke in the unit a "smoke eater" or similar unit to vent smoke to the outside must be installed, used and be operable in the unit.

ARTICLE III

USE RESTRICTIONS

3.01 Pet Policy – Residents who own a pet, a well-mannered dog, less than 25 lbs. (but not including a Doberman, Pit Bull, Rottweiler, or Standard Poodle) or a cat, at the time of contracting to purchase a unit, will be permitted to bring one kept with them into the building. When the pet either dies, or no longer lives in the unit, the Unit Owner may not replace the pet. A refundable pet damage deposit of Five Hundred and 00/100ths ($500.00) Dollars is required to be paid to the Association at the time of occupancy of the unit. Pet owners must agree in writing to comply with these regulations concerning the behavior and activity of their pets. For purposes of this Article and Section, the term "pet" shall not include service or assistance animals.

a. Dogs and cats must be licensed by the City of Sheboygan.
b. Walk pet only in special/designated areas.
c. Keep pet leashed when out of the Unit.
d. Pick up all droppings
e. Agree to the decision of the Condominium Association or its Site Coordinator regarding complaints about the pet.
f. Make provisions with a local kennel to board the pet when absent from the premises.
g. No pets shall be bred or raised in any of the Units or Common Elements.
h. Pets must be housebroken. Damage caused by a pet, either accidentally or by owner neglect, shall be assessed and be cause for withdrawal of the Pet Permit.
i. A limited number of small birds and/or fish in reasonable numbers are also acceptable.
j. Residents who own pets must sign a Pet Registration Permit. A copy of this Permit is attached as Exhibit A to these rules.
k. No dogs shall be left unattended overnight.

3.02 Damage to Common Elements - Damages to the Common Elements is governed by Article VIII of the Declaration.

3.03 Maintenance of the Unit – All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04 Maintenance of Common Elements – Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

3.05 Nuisances – No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.06 Storage – The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or locate ordinance may be stored in any Unit, the Unit's

limited common elements, or the common elements of the condominium. No materials prohibited by law or local ordinance may be stored on the condominium property.

3.07 Landscaping – Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association. No hanging plants, bird houses, bird feeders, or bird baths are allowed on balconies or on the patio. All plants on balconies must be potted and placed on the floor.

ARTICLE IV

VEHICLE RESTRICTIONS

4.01 Parking – Unit Owners shall not be permitted to park their vehicles in any space other than their assigned spaces. Unit Owners shall not park, nor shall they permit their families, guests, invitees, or tenants to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit Owners shall not leave their vehicles idling in any garages.

Not withstanding the preceding paragraph, in order for the Condominium to comply with all applicable laws, rules and regulations, the Board of Directors hereby creates the following procedure by which a disabled-accessible parking stall may be exchanged with the parking stall of the disabled unit owner in the event that a disabled person acquires a unit that does not have a disabled-accessible parking stall assigned to it. All unit owners shall be required to comply with the terms, conditions and procedures set forth herein with respect to the exchange procedure for disabled-accessible parking stall. By way of example, assume that a unit is acquired by a disabled person and such person is in need of the use of a disabled-accessible parking stall. In that event, a non-disabled unit owner assigned the disabled-accessible parking stall shall be required to immediately exchange the disabled-accessible parking stall with a parking stall of the disabled unit owner. Such exchanges are not permanent and may be subject to re-assignment to provide disabled-accessible parking for those with disabilities.

4.02 Service and Recreational Vehicles – Parking of service and recreational vehicles, including, but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area.

4.03 Bikes/Recreational Equipment – Unit Owners shall keep bikes and other recreational equipment in their Unit or in the bike racks provided, but not stored on the Common Elements (inside and outside) the building.

ARTICLE V

RENTAL RESTRICTIONS

5.01 Unit Owners may lease their unit, utilizing the lease provided for in the disclosure materials, or any other lease subsequently approved by the condominium Association provided however, that a Unit Owner may not lease a unit more than twice in a year, and also provided that the copy of each lease is provided to the Condominium Association or its Site Coordinator.

5.02 Rental of Parking Stalls – A Unit Owner may rent a parking stall assigned to the Unit Owner, and the Association may rent parking stalls not assigned to Unit Owners, provided however, that all such rentals must be to a Unit Owner and/or a tenant of a Unit Owner. These rentals may be in writing but are not required to be in writing.

ARTICLE VI

ASSOCIATION RIGHT OF ENTRY

6.01 By taking title to a Unit, a Unit Owner agrees to permit representatives of the Association, or the Association's Site Coordinator, or the Association's Contractors, entry into a unit for purposes of maintaining mechanical systems, in the event of a casualty or emergency, or for performing any other act that may be authorized by the Condominium documents.

ARTICLE VII

FINES

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the By-laws, or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit Owner in violation of the Declaration, the By-laws, or these Rules and Regulations, a fine against such Unit Owner according to the following schedule:

a. For the first offense in a given twelve-month period -- $25.00.

b. For the second offense in a given twelve-month period -- $50.00.

c. For the third offense in a given twelve-month period -- $100.00.

Fines are to be paid immediately to the Association. Any fine not paid within ten (10) days after billing therefor by the Association shall accrue interest at the rate of one (1%) percent per month, or twelve (12%) percent per annum. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

ARTICLE VIII

DELEGATION

The Board of Directors may delegate to the Condominium Site Coordinator, the responsibility for the administration and enforcement of the rules set forth herein, and in the By-laws.

ARTICLE IX

AMENDMENTS

9.01 Additional rules, amendments to existing rules or additional rules, may be adopted by the Association in the same manner and, using the same percentage vote as would be required to amend the by-laws of the condominium.

9.02 The Board of Directors, acting on its own, may adopt emergency rules or regulations as the Board of Directors deems necessary, but rules adopted pursuant to this special power granted to the Board of Directors, shall be reviewable at the next regular or special meeting of the Condominium Association, and may be adopted, amended or rejected by the Association.

Dated this 23rd day of July, 2020.

MJM

LANDMARK SQUARE CONDOMINIUM
OWNER'S ASSOCIATION, INC.

By: James Holmes
President

By: David Anderson

By: Frank Kohls

By: Eugene F Hodson

By: Chuck Ebert

LANDMARK SQUARE

Landmark Square Condominium Owner's Association, Inc.
832 N. 6th Street, Sheboygan, Wisconsin 53081

EXHIBIT A
PET REGISTRATION – PERMIT

This is to request written permission to keep the following pet in my apartment unit as a resident of **Landmark Square.**

_____
Name of Animal

_____
Type/Breed of Animal

_____
License Number

My alternate pet custodian is:

Name _____

Address _____

Phone _____

I fully understand the rules and regulations regarding the privilege of keeping a pet and agree to abide by those rules and regulations.

_____

(Signature of Resident) (Date)

_____

(Signature of Staff) (Date)

LANDMARK SQUARE

Landmark Square Emergency Contact and Medical Information

Name | Unit #

Phone # | Birthdate

Doctor's Phone #

Hospital/Clinic Preference

Emergency Contacts

Primary Contact | Secondary Emergency Contact

Home Phone | Work Phone | Home Phone | Work Phone

Address | Address

City, ST ZIP Code | City, ST ZIP Code

e-mail address | e-mail address

Landmark Owner's Signature | Date

Please return to lndmrksitemgr832@gmail.com when completed

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION

REGISTRATION FORM

_____

DATE

UNIT ADDRESS _____

IS UNIT: OWNER OCCUPIED _____ **VACANT** _____ **OTHER** _____

OWNER: NAME (S) _____

ADDRESS _____

PHONE # (HM)_____**(CELL)**_____**(CELL)**_____

PHONE #'S (WK)_____**(WK)**_____**( )** _____

E-MAIL ADDRESS(S)_____/_____

EMERGENCY CONTACT _____**PHONE**_____

KEYHOLDER_____**PHONE #'S**_____ **OR**_____

MORTGAGE CO. _____ **PURCHASE DATE** _____

INSURANCE CO. _____

TENANT: NAME (S) _____

PHONE #'S (HM) _____**(WK)**_____**(WK)**_____

EMERGENCY CONTACT_____**PHONE**_____

OCCUPANCY DATE_____

PLEASE LIST THE VEHICLES YOU OR YOUR TENANT (S) ARE PARKING AT LANDMARK SQUARE:

MAKE_____ **YEAR**_____ **COLOR**_____ **LICENSE #**_____

MAKE_____ **YEAR**_____ **COLOR**_____ **LICENSE #**_____

NAMES OF ALL PEOPLE IN RESIDENCE, INCLUDING CHILDREN _____

_____

PETS IN RESIDENCE (NUMBER, TYPE, SIZE, WEIGHT, COLOR)_____

_____

GENERAL COMMENTS OR CONCERNS: _____

_____

_____

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

Phone: (262)238-1480
Fax: (262)238-1485

A Community Presence

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

Landmark Square Condominium Owner's Association
C/o Hunt Management Incorporated, AAMC

I (we) hereby authorize Hunt Management Incorporated for Landmark Square Condominium Owner's Association hereinafter called Company to initiate debit entries to my (our) checking account indicated below at the Financial Institution named below, to debit the same to such account. Such debit entries shall be limited to all duly levied assessments.

Start Date: Month & Year: _____

Financial Institution Name: _____

Routing Number: _____ Account Number: _____

This authorization is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Financial Institution a reasonable opportunity to act on it.

Owner Name(s): _____

Unit Address: _____

Owner 1: Date: _____ Signed: _____

Owner 2: Date: _____ Signed_____

*****Please return this form and a voided check by the 20th of the month to be debited for the next month. Assessments are automatically debited on the 5th of each month.*****

10520 N. Baehr Road, Suite Q
Mequon, WI 53092
huntmanagement.com
888-305-1071
Phone: (262)238-1480
Fax: (262)238-1485

WISCONSIN RESIDENTIAL RENTAL AGREEMENT

This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

TENANT: (_____ adults and _____ children)

_____ _____

_____ _____

PREMISES: Building Address

_____
(street)

_____
(city, village, town) (state) (zip)

Apartment/room/unit: _____

Other: _____

Included furnishings/appliances: refrigerator, range, oven other (list or attach addendum): _____

_____

RENT: Rent of $_____ for Premises and $_____ for other (specify _____) is due on the _____ day of each month and is payable at _____.

If rent is received after _____ the Tenant shall pay a late fee of $_____.

Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. **All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.** Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Other Landlord or Tenant obligations:

Per WI Chapter 703.315, Leases must comply with the Association's Declaration, Bylaws, & Rules. Any leasing deposits or fees owed to the Association will be paid by the Owner of the Unit. Funds will be used for the benefit of the Owner of the Unit and/or the Association, as interest may appear.

LANDLORD: _____

Agent for service of process _____ (name) _____ (phone)

_____
(address)

_____
(city, village, town) (state) (zip)

Agent for maintenance, management _____ (name) _____ (phone)

_____
(street)

_____
(city, village, town) (state) (zip)

Agent for collection of rents _____ (name) _____ (phone)

_____
(street)

_____
(city, village, town) (state) (zip)

TERM: (Strike either (a) or (b)

(a) Month to month beginning on _____, _____; or

(b) For a term of ____ months/beginning on _____, _____ and continuing to _____, _____.

NOTE: *An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.*

UTILITIES: Check if paid by:

	Landlord	Tenant
Electricity		
Gas		
Heat		
Air conditioning		
Sewer/water		
Hot Water		
Trash		
Other _____		

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:

_____

SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of $_____ to be held by Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. The reasonable cost of repair for waste, neglect, or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time stated. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. If Landlord provides Tenant with an Inspection Checklist and Tenant fails to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

TIME IS OF THE ESSENCE as to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before; vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law, and _____ (strike any parts not applicable). *Time is of the essence* means that a deadline must be strictly followed.

Special Provisions: _____

_____

Pets and water beds are not permitted unless indicated otherwise in writing.

RENTAL DOCUMENTS: Landlord has provided Tenant a copy of this Agreement and any rules relating to the Premises as well as any nonstandard rental provisions prior to the signing of this Agreement, and before any earnest money or security deposit was accepted. Landlord shall give Tenant a copy of this Agreement, any rules relating to the Premises, and nonstandard rental provisions when this Agreement is signed by Tenant. Landlord shall give Tenant Inspection Checklist, keys, and _____, on or before commencement of this Agreement.

NOTE: SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.

CO-SIGNER / GUARANTOR

In consideration of Landlord renting the Premises, to Tenant, the undersigned guarantees payment of all amounts due under this Agreement and performance of all covenants. This Guarantee is irrevocable and is not affected by modification or extension of this Agreement.

Signature: _____
(print name) (date)

_____
(address)

Signature: _____
(print name) (date)

_____
(address)

LANDLORD/AGENT

Signature: _____
(print name) (date)

TENANT

Signature: _____
(print name) (date)

Signature: _____
(print name) (date)

Signature: _____
(print name) (date)

Signature: _____
(print name) (date)

Made Fillable by FreeForms.com

TENANT'S NOTICE TO VACATE: Rental Agreement for Term - Tenant must provide Landlord with written notice at least two (2) full calendar months or sixty (60) days, whichever is greater, prior to the ending of the rental term. The notice shall inform Landlord whether Tenant intends to vacate the Premises at the end of the term or enter into a new agreement. An Agreement for term may only be terminated at the end of the term. Month to Month Tenancy - Tenant must provide Landlord with written notice at least one (1) full calendar month or thirty (30) days, whichever is greater, prior to ending a month to month tenancy. A month to month tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of each calendar month.

CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Chapter 704 and Chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

POSSESSION AND ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

PERSONAL PROPERTY: Any personal property left at the Premises after Tenant has vacated will be considered to have no value and will be disposed of accordingly, unless Tenant notifies Landlord in writing, and prior to vacating, that the property is not abandoned.

USE OF PREMISES AND GUESTS: Tenant shall use the Premises for residential purposes only. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants, (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

MAINTENANCE: Pursuant to sec. 704.07, Wis. Stats., Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

RULES: Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules have been given to Tenant at the time of application and at the time of the signing of this Agreement.

BREACH AND TERMINATION: Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) 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 fourteen (14) days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to any term. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the law, including secs. 704.07(4) and 704.45, Wis. Stats., and Wisconsin Administrative Code Chapter ATCP 134.

RESPONSIBILITY FOR UTILITIES: Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent.

RENT: All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement is to be considered and defined as "rent."

CODE VIOLATIONS AND ADVERSE CONDITIONS: There are no code violations or other conditions affecting habitability at the Premises unless indicated otherwise in writing.

DAMAGE BY CASUALTY: If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair the damages as soon as reasonably possible.

REPAIRS: Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

ENTRY BY LANDLORD: Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (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 when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

EXTERMINATION COSTS: Tenant will be responsible for any and all costs of extermination or removal of any insects, pests, or rodents that are found on the Premises and which are a result of the tenant's acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste from the Premises, and/or Tenant's improper use of the Premises.

RENTERS INSURANCE RECOMMENDED: Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

CONTINUATION OF AGREEMENT: If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy unless other arrangements have been made in writing.

ASSIGNMENT OR SUBLEASE: Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

MODIFICATIONS AND TERMINATION: This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

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