

## *Hello.*

*Thank you for choosing this building for your apartment. Our goal is to provide an enjoyable and comforting environment for everyone. This handbook will help you to orient yourself as you become acquainted with your new surroundings. Please take a moment to read through it and become familiar with the material.*

*We have designed the handbook in order to provide you with valuable, useful and practical information that will help make your living at 3055 Oakland both unique and rewarding, while fulfilling all your expectations.*

*It has been set up to logically progress from the first moment you come to the building to throughout your residency. An Index is located at the end, which will help you to find information by topic both quickly and comprehensively.*

*This handbook can be your first source of reference for an answer to a question or help respond to a concern you might have. If after you have reviewed the information contained inside, and still need help, or you simply want more information, feel free to contact us.*

*We extend a warm welcome...*

3055 N. Oakland Ave. Apartments

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### *Abbreviations Used Frequently In This Handbook:*

|                   |                                                  |
|-------------------|--------------------------------------------------|
| Day Co.           | Day Company                                      |
| 3055              | 3055 Oakland; 3055 N. Oakland Ave.<br>Apartments |
| L/RA              | Lease/Rental Agreement                           |
| NRP               | Nonstandard Rental Provisions                    |
| Management, Owner | Day Management, Ltd./Day Company                 |

## *3055 Oakland Apartments*

Constructed in 1969, the building has 33 apartments. There are 21 One-Bedroom apartments that feature a Foyer, Living Room, Dining Area, Kitchen, Bedroom and Bathroom. The 12 Two-Bedroom apartments have a Foyer, Living Room, Dining Area, Kitchen, Master Bedroom, Bedroom, a Hall Linen Closet and Half Bath.

Each apartment includes hot and cold water, and gas for the range appliance. The resident pays the electricity. The following appliances in/for the apartment run on the electric: garbage disposal, refrigerator, the air conditioning system, and the zone valve which regulates the heating system for the apartment during the winter when heat is supplied to the apartment by the building. For those apartments that come with a dishwasher, this appliance also utilizes electricity of the resident's.

## *Living On the East Side*

The apartment building is situated within what is known as the "East Side" of Milwaukee, which geographically covers that area north of downtown Milwaukee and East of the Milwaukee River. To be more precise, 3055 Oakland Avenue is located on what is really the "Upper East Side". This area is characterized by a wide variety of homes, most of them having been built before World War II. Almost all of the houses are of very good quality, with hardwood floors, quality moldings --- generally, the best of construction. This typifies the charm and quality of life you will find here.

North Oakland Avenue ... always changing, but a constant anchor to the University of Wisconsin-Milwaukee, is an important thoroughfare, which gives it a colorful, vibrant and active atmosphere. The building is in what is the Cambridge Heights neighborhood and is a part of the University Square area, given the proximity of 3055 Oakland Avenue to the university, which adds to the already solid qualities of the surroundings and which makes up the character of the area.

### *A Sampling of Activities & Entertainment*

There are numerous restaurants and theaters within walking distance, and the lake is just a "stone's throw" from the building. To get to the lake, simply walk, run, ride or roller blade East (towards the University) on Kenwood Blvd. about a dozen short blocks (a 15 minute walk) and you'll first come to the northern edge of Lake Park---it will be on your right. Kenwood Blvd. leads right into Lincoln Memorial Drive, that part of the road that begins at Lake Park. Follow the curve in the road and soon you will begin to see Lake Michigan.

Oriental Theater, Prospect Mall and Downer Avenue movie cinemas are all in relatively close proximity to the building.

The University of Wisconsin-Milwaukee's Professional Theater Training Program has productions during the school year, which are of exceptionally good quality. You may even see a potential star of tomorrow on their stage today!

### *Milwaukee...A World Class City Distinguishes Itself*

Originally the province of indigenous Potawatomi and Winnebago Native Americans, afterwards a French fur trader named Solomon Juneau settled in Milwaukee in 1818. Later, settlers from the East Coast and then European immigrants came to live and make their life here. Since then, Milwaukee has evolved from being a traditional Midwestern city with a largely European immigrant population into an ethnically diverse, world-class juncture of industry, business, history, music, sports and cultural pace-setting activity.

In one of the oldest performing arts, Milwaukee has a pedigreed offering from various theater organizations, including the acclaimed Milwaukee Repertory Theater and the Milwaukee Chamber Theater, among several others.

Other performing arts organizations in Milwaukee which are nationally recognized include the Milwaukee Ballet, with its own School of the Milwaukee Ballet, the Milwaukee Symphony Orchestra, Milwaukee Florentine Opera and the distinguished Artists Series at the Pabst. They all attract nationally and internationally recognized musical artists and ensembles, including pianists, chamber musicians, vocalists and instrumentalists.

Summerfest is a major summer time musical festival lasting 10 days each year, which has grown to draw a larger and larger crowd from around the Midwest and the nation. It bills some of the hottest and most sought after popular, jazz, Rock'n Roll, folk and country musicians from around the country and the world.

The Milwaukee Art Museum features an important historical and contemporary art collection, including works by major American and European artists. Also, its Haitian art collection is considered the best in the country. And the decorative arts holdings are a jewel in breadth and distinction that few other museums of its class and category can rival. A recent addition designed by Santiago Calatrava to the museum has brought world-wide recognition and visitors from across the globe to see it.

Milwaukee is home to the Milwaukee Brewers major league baseball team, the Milwaukee Bucks basketball team, the Cardinals ice hockey team, etc.

From art and arias to music and sports ... Milwaukee is an engaging cosmopolitan center that distinguishes itself from the mundane by the broad spectrum of cultural events, entertainment, sports, dining and working and professional life which truly establishes it as first among equals.

# Moving In

## *Remember...*

As you begin the move into your apartment, please remember to take care and not damage or scratch, dent, puncture or scrape against the walls, fixtures and furnishings as you transport boxes, furniture, suitcases, etc. through the corridors, stairs and hallways and in the elevator of the building. The resident will be responsible for all damage done as a direct or proximate result of the resident moving into or out of the apartment, not only to the apartment itself, but also to any damage done to any internal, external or exterior portions of the apartment building itself. To hold open doors, ***you must make use of door holders; the building can provide some.*** So, please, be careful!

## *Take Note...*

You may not park on the grass in the front of the building when loading or unloading, or block the driveway. Please park your vehicle on the street.

## **First Things First**

### *The Inspection Review*

The Move-In Inspection Review (MIIR) is conducted before or at the time you actually move in and usually lasts between 30-45 minutes, depending on whether it is a 1 or 2 bedroom. The purpose of the MIIR is to establish the condition of the apartment as you receive it. The inspection is conducted together between you and the Property Manager (PM). We encourage you to note any pre-existing conditions. All conditions of the apartment are recorded by way of taking Digital Video or Still Photos, and noting same by completing a Photographic or Video Record and/or Key Accounting form [Form 29] or by using the Apartment Condition Inspection Form [Form 36] found on the website: [daycompanymilwaukee.com](http://daycompanymilwaukee.com). Please be aware that, according to your Lease Agreement (LA), you have seven (7) days after you move in to note any pre-existing conditions of the premises, including those already recorded in conjunction with Form 29 or in addition to them. We recommend that you undertake a photographic record, as does the landlord. Be sure your record is dated, contains clear and identifiable pictures of the condition, using a point of orientation in the living area or particular room, and that the digital record has a date and time stamp within the digital record itself.

At the conclusion of the MIIR, the PM will review, in general, most of the important aspects of the building and your apartment. At this time, you will be provided with keys, one set for each person who has signed a LA for the apartment, as follows:

- Building Door Key (A square-ended Medeco key with an assigned #.) This opens the Inner Lobby Door, Back Door by the Laundry Area and the padlocks located on the garbage and recycling dumpsters.
- Siedle Electronic Card Key or Fob. This opens the Outer Lobby Door.
- Apartment Doorknob Key
- Apartment Dead Bolt Key
- Mailbox Key
- Garage Door Key, if you are using an indoor-garage parking space.
  - 1 Garage Door Remote Control per automobile.

If you lose your keys, there is a replacement charge depending on the circumstances in accordance with your LA. If you become locked out, see the index listing under "lock outs".

## As You Settle In (Or Just Before)

### Utilities

#### *Electric*

**Once you have moved in, you need to arrange for the electric service to be established in your name.** Please call Wisconsin Electric Power Company at 1 (800) 242-9137 (24 hours a day, 365 days a year) and provide your name, apartment number and the date you are moving into the apartment, in order for them to begin billing to you directly. The meters are electronically and remotely read by the electric company on a monthly basis. An electric company van drives past the building, picking up the readings via radio wave signal. The tenant is responsible for any and all electrical readings, service, billing, etc.

#### *Gas*

Your range/oven runs on gas, but it is included in the rent, so you do not need to call the Wisconsin Gas Company to establish service. It is common to the building. However, for your own information, if you smell a strong gas leak or fume (check your pilot lights), you should page a member of management and call the Wisconsin Gas Company immediately at the 24-hour telephone 800-261-5325 and report it.

#### *Telephone*

In order to establish telephone service, you can call AT&T at 1-800-924-1000 (Mon. through Fri. 7 a.m. to 7 p.m.) or use their website. Since the provision of telephone service has largely moved to a wireless method, please check online about other available options. If you need further information about the wiring for the building, please contact us and we will be happy to provide some details. However, be aware that the landlord does not provide service of any wires and/or ports having to do with telephone and/or cable service, as the condition of the wires and/or ports is solely between the tenant and the service provider.

#### *Cable Television*

Time-Warner Cable Company is the licensed firm that the City of Milwaukee established as the cable provider for this area. Your apartment is cable-ready and there is a connection port, located in the living room. The telephone to call in order to establish your new service is 1 (414) 271-9283 (Mon.-Sat. 8:30 a.m. to 10:00 p.m., Sun. 8:30 a.m. to 5:30 p.m.). We recommend you subscribe to cable, as the VHF and UHF television antennae reception may not be satisfactory.

The resident is responsible for the cable line, including maintenance, repair, or other costs, from the cable company interface in the garage all the way up to the apartment, including the jack(s) in the apartment.

**NOTE:** For the telephone and cable utilities, if a service person needs to gain access to the garage and you are not using the Indoor Garage, please contact Day Co. providing at least a full 72 hour notice in order to arrange a time for it to be opened for you.

# Now That You Have Settled In

## Post Office & Mail Delivery

The post office that serves 3055 North Oakland Avenue is U.S. Postal Service, 1620 E. Capitol Dr., Shorewood, WI 53211; check [www.usps.com](http://www.usps.com) for updates. Hours: Mon. through Fri. 8:00 a.m. to 5:00 p.m.; Sat. 8:00 a.m. to 2:00 p.m. It is closed for all major holidays.

Directions: Go north (left as you leave the building) on Oakland Avenue, past five (5) intersection stop lights, until you reach Capitol Dr.; turn west (left at the intersection) onto Capitol Drive. The post office is located one block west on Capitol Drive, off of N. Oakland Ave.

Mail Boxes: The labeling and placing of names on the mailbox is under the sole authority of Day Co. Residents may not add names or make any changes to the mail box tags, but the box is for your exclusive use. If you wish to not have your name listed, please contact Day Co. to discuss this arrangement. The mailboxes are the property of the U.S. Postal Service, which makes it a federal crime to tamper with or attempt to interfere in any way with the proper delivery of mail to the intended recipient. Day Co. is responsible for the care and maintenance of the boxes. Never leave any in/out-going mail anywhere in the inner or outer lobby.

Mail Delivery: Mail is usually delivered in the morning (~11:00 a.m.), Monday through Saturday. The Zip Code for the geographic area in which the building is located is 53211. In addition, there is a "Zip + 4" code for the building itself and for a group of apartments within the building as follows:

|            |                      |            |
|------------|----------------------|------------|
| Building   | 3055 N. Oakland Ave. | 53211-3259 |
| Apartments | 101 through 105      | " -3235    |
| "          | 106 through 203      | " -3269    |
| "          | 204 through 302      | " -3236    |
| "          | 303 through 311      | " -3270    |

## Safety & Security

3055 Oakland places a high degree of importance on the safety and security of the residents and the building. In order to ensure that the building is safe and secure, please:

- a. Always make use of the intercom; a charge applies if you don't -- see your L/RA, and you will face eviction if you don't comply. Please consult the "Use of the Intercom and Front Door Opener" section in the Policies and Conditions part of this handbook.
- b. Only open the door for someone you know. Everyone else has to use their key or the intercom. Never open the door for any service people; this includes the cable, electric, telephone and gas utilities, unless you have a scheduled appointment with someone, and then you must go down to the lobby to meet the service individual in person. Anyone who comes to the building for maintenance of the building will be met by a member of Day Co. and then given access accordingly.
- c. If you have arranged for a food delivery, i.e. pizza, etc., then you must come down to the lobby to meet the delivery individual in person in order to take the delivery.
- d. You may not "buzz" a solicitor, or sales person, into the building. Soliciting and sales calls are prohibited at the building. We recommend that you do not interact with sales persons or solicitors; ask them to mail any information.
- e. Always make sure that the front door closes completely behind you when coming in and when leaving the building.

- f. Please refrain from holding the door open at any time. Either situate yourself in the inner or outer lobby completely; avoid "straddling" the door. For example, if you come to meet a friend at the lobby, ask them to come into the inner lobby! Your friend will feel more comfortable being asked to come in and other residents and/or guests won't feel like they are interrupting if they should happen to come along when you are at the doorway. Especially avoid the habit of "straddling" when coming from the inner lobby to your mailbox in order to get your mail. It's possible for someone to simply walk in as you are holding the door open while you are getting the mail or opening your box. So, please... avoid doing this!
- g. Remember, if you do not recognize someone as being from the building, they must use their key to open the door. Although everyone likes to be courteous and considerate of one another, it is best that the building remain safe and secure, so each person should use their own key or wait to be "buzzed" in.
- h. As always, if you ever notice anyone who is suspicious (follow your instincts), or acting that way, call the police (Dial Tel. 935-7252) and report your suspicions. Also, call Day Co. and report your concerns.
- i. If you ever suspect anyone of trying to gain entry to the building without authorization, call the police (Dial Tel. "911") and report it immediately. Also, call Day Management, Ltd. right after you call the police and report the incident.

### Fire Alarm Tests

A fire alarm test may be conducted on the first Wednesday of a month at 12:00 Noon. You do not need to come out of your apartment, but please be aware that when you are inside your apartment and the fire alarm buzzer is tested, because the sound may be a short "burst", it could be mistaken for the buzzer on your intercom panel. Keep this in mind, so you do not confuse it with someone trying to buzz your apartment from the intercom in the lobby.

### Fire Extinguishers

Fire extinguishers are always located in close proximity to a fire "exit" sign. On the main floor, the extinguisher is located in the laundry room. For each of the floors above the main floor, they are located in the stairwell, one at each landing for each set of stairs. The fire alarm pull stations for the main floor are located in the front inner lobby, in the back well area outside of the laundry room door leading to the stairs in back and in the garage on the East wall in the Northeast corner. For each of floors 1, 2 and 3, they are located in-between each set of the stairway doors opposite Apartments #110, #210 and #310. **NOTE:** Tampering, interfering with or removing a fire extinguisher without authorization is a misdemeanor crime punishable by a fine not to exceed \$10,000 or imprisonment not to exceed 9 months, or both.

### Emergency Numbers

**Fire 911**

**Police 911**

**Ambulance 911**

### Garbage Removal and Disposal

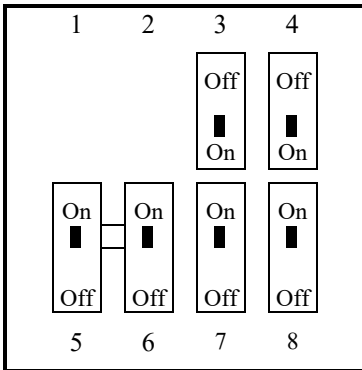
The resident is responsible for taking out your own garbage and refuse. All garbage must be securely wrapped and taken to one of the dumpsters in back designated for garbage according to the conditions spelled out in the Lease Agreement. Please consult your Lease Agreement for the particulars.

## Electrical Circuit Breakers

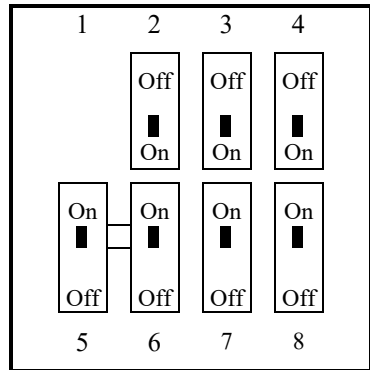
Your apartment has its own electrical junction box and circuit breaker system. In the event that a circuit in your apartment experiences a voltage/current overload, one of the circuit breakers on the panel located in the front hall closet will "trip", shutting off current to that circuit. One of the common reasons a circuit breaker will trip is running too much current through a circuit, such as using a blow dryer and a portable heater or other large volume electric consuming appliance at the same time and on the same circuit.

Shown below is a diagram of the circuit breaker box for both a 1 and 2 bedroom apartment. You must never take off the cover to the circuit breaker box at any time and you should exercise caution and care when flipping a circuit breaker back on. If for any reason a circuit breaker fails to remain in the "On" position by itself, do not attempt to continue to flip the switch; instead, call the management.

1-Bedroom



2-Bedroom



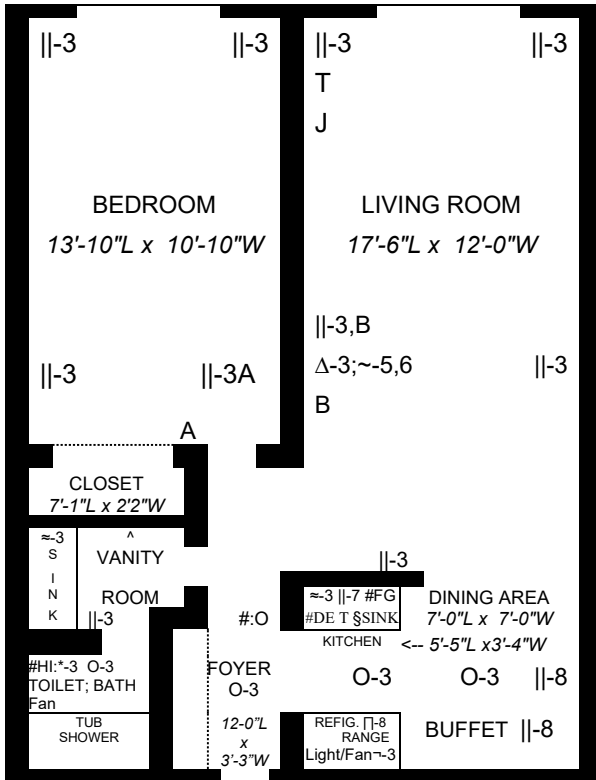
## Electrical Plan Layout

Shown on the next two pages is a layout of your apartment. Not only does this give you a sense of orientation, but also it sets out the electrical wiring for your apartment, so you know which circuit breaker corresponds to which electrical outlet. The symbols on the layouts for the apartment are read as follows.

§  
Identifies the type of electrical outlet, appliance, etc.

3  
Identified the circuit. Corresponds to the numbered switches note-above.

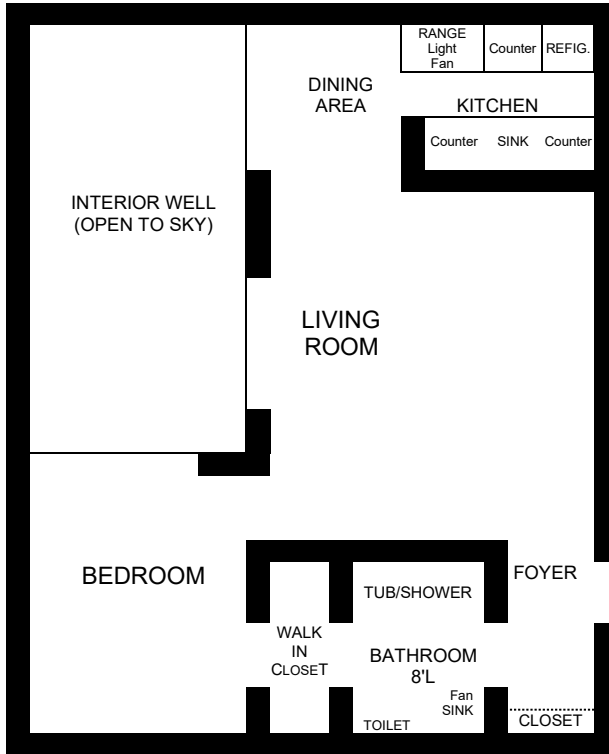
*Typical One Bedroom*  
Overall Square Footage ~575



*Legend of Electrical Supply & Communication Port Symbols*

- |                                       |                                        |
|---------------------------------------|----------------------------------------|
| Wall Outlet; 2 Sockets                | Δ Thermostat (Fan Unit; Zone Valve)    |
| * Bathroom Fan                        | § Garbage Disposal                     |
| o Ceiling Light (Use only 60W Bulbs)  | □ Refrigerator                         |
| ≈ Fluorescent Light                   | ↵ Range Fan & Light                    |
| A,B Wall Switch Controls Lower Socket | « Outlet With 2 Sockets & Light Switch |
| T Telephone Jack (Not WI Electric)    | J Cable Outlet Jack (Not WI Electric)  |
| # Wall Switch                         | ~ Compressor on Roof of Building: 5,6  |
| D Left Switch: Kitchen Ceiling Light  | F Right Switch: Dining Area Chandelier |
| E Right Switch: Garbage Disposal      | G Left Switch: Light Above Sink        |
| H Left Switch: Bathroom Fan           | ^ Wall Switch Control Vanity Light     |
| I Right Switch: Bath Ceiling Light    |                                        |

*Typical Interior One Bedroom*  
Overall Square Footage ~575

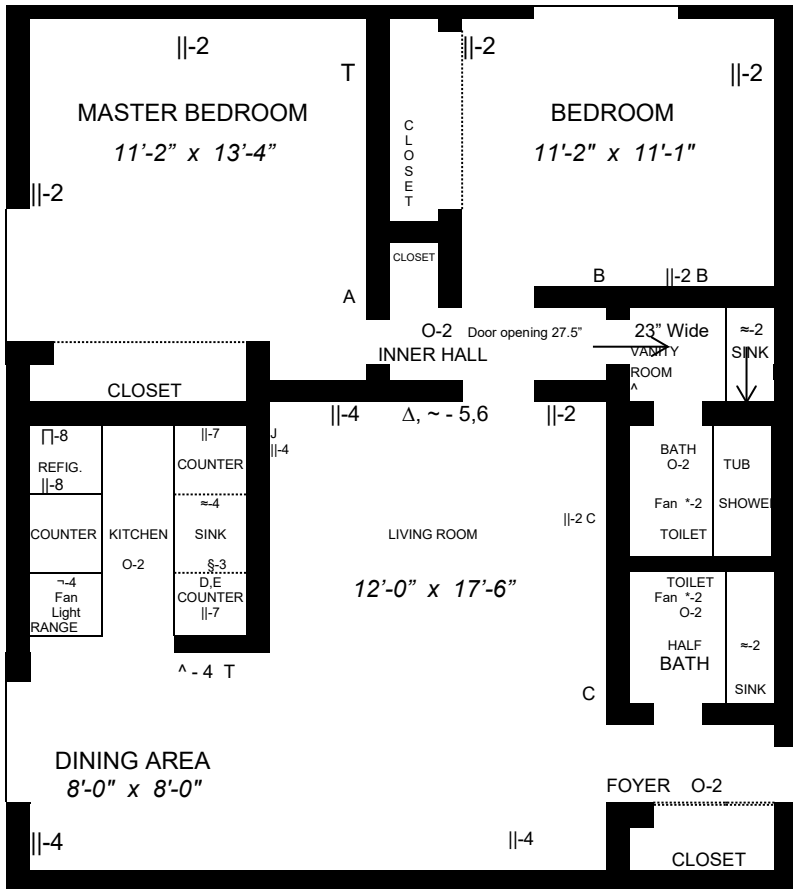


NOTICE: THE SPECIFICATIONS BELOW HAVE NOT BEEN LABELED FOR AN INTERIOR APARTMENT AS OF THE PUBLICATION OF THIS EDITION. PLEASE CONTACT THE MANAGEMENT FOR ANY AVAILABLE UPDATE.

*Legend of Electrical Supply & Communication Port Symbols*

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Wall Outlet; 2 Sockets                 | Δ Thermostat (Fan Unit; Zone Valve)    |
| * Bathroom Fan                         | § Garbage Disposal                     |
| o Ceiling Light (Use only 60W Bulbs)   | □ Refrigerator                         |
| ≈ Fluorescent Light                    | ↵ Range Fan & Light                    |
| A, B Wall Switch Controls Lower Socket | « Outlet With 2 Sockets & Light Switch |
| T Telephone Jack (Not WI Electric)     | J Cable Outlet Jack (Not WI Electric)  |
| # Wall Switch                          | ~ Compressor on Roof of Building: 5,6  |
| D Left Switch: Kitchen Ceiling Light   | F Right Switch: Dining Area Chandelier |
| E Right Switch: Garbage Disposal       | G Left Switch: Light Above Sink        |
| H Left Switch: Bathroom Fan            | ^ Wall Switch Control Vanity Light     |
| I Right Switch: Bath Ceiling Light     |                                        |

*Typical Two Bedroom*  
Overall Square Footage ~750



Tub Specification Sizes

Outer Size: 58" Long, 28" Wide

Inner Usable Opening: 53" Long, 21.5" Wide

**Legend of Electrical Supply & Communication Port Symbols**

- |                                       |                                        |
|---------------------------------------|----------------------------------------|
| Wall Outlet With 2 Sockets            | Δ Thermostat (Fan Unit; Zone Valve)    |
| * Bathroom Fan                        | § Garbage Disposal                     |
| o Ceiling Light (Use only 60W Bulbs)  | □ Refrigerator                         |
| ≈ Fluorescent Light                   | ↖ Range Fan & Light                    |
| A,B Wall Switch Controls Lower Socket | « Outlet With 2 Sockets & Light Switch |
| T Telephone Jack (Not WI Electric)    | J Cable Outlet Jack (Not WI Electric)  |
| # Wall Switch                         | ~ Compressor on Roof of Building: 5,6  |
| D Left Switch: Kitchen Ceiling Light  | F Right Switch: Dining Area Chandelier |
| E Right Switch: Garbage Disposal      | G Left Switch: Light Above Sink        |
| H Left Switch: Bathroom Fan           | ^ Wall Switch Control Vanity Light     |
| I Right Switch: Bath Ceiling Light    |                                        |

## Light Bulbs/Tubes

Items that are consumable while you use them in the apartment are the responsibility of the resident. Such items include, but are not limited to, light bulbs/tubes and filters, and batteries (except for the smoke detector battery).

Please be sure that you use the correct wattage light bulb/tube for a particular fixture. Using too high a watt light bulb/tube can crack the glass, damage the fixture and/or may cause a fire. Usually, the entrance, bathroom, kitchen, recessed hallway and dining area (except for a chandelier: 40 watts) incandescent light fixtures must not have more than a 60-watt bulb per socket. The refrigerator utilizes a 40-watt "appliance bulb" and the oven fan utilizes a regular 75 watt bulb.

With reference to the fluorescent light tubes in the Powder Room, Vanity Room and in the Kitchen, the particulars for light tube replacement are listed in the chart shown below.

If you want Day Co. to supply any of the below-noted light tubes, the prices are as listed below and include removal and disposal of old tube and replacement with new. Please contact the Property Manager in order to arrange for one to be installed for you. Payment by check or money order made payable to Day Co. must be made before it is installed; please either mail your check to PO Box, give it in person when the staff person comes to your apartment or leave it on the counter by the light fixture.

| Location      | Lamp Type    | Pin Type | # Pins | Length   | Wattage | Price   |
|---------------|--------------|----------|--------|----------|---------|---------|
| Vanity Room † | Fluorescent  | Medium   | 2      | 48 in.   | 40      | \$15.00 |
| Vanity Room § | "            | Medium   | "      | 36 in.   | 30      | 20.00   |
| Kitchen +     | "            | Mini     | "      | 12 in.   | 15      | 15.00   |
| Chandelier    | Incandescent | Modular  | NA     | Bent Tip | 40      | 10.00   |

§ 1-bedroom Vanity Room, 2-bedroom Vanity Room

† 2-bedroom Half Bath, *Interior* 1-bedroom Bathroom (Apt. 102, 202 and 302.)

+ Under cabinet, above sink.

*(Prices listed above are what Day Company charges tenant, and include removal of old tube/bulb [TB], installation of new TB and disposal of old TB.)*

Alternatively, the above-noted TB's are available at: Downer Hardware, 2629 N. Downer Ave., Telephone 332-2820 or Home Depot, 4155 N. Port Washington Rd. (One block north of Capitol Dr.), Telephone 263-1291. Please call the store before going there in order to confirm their price and availability at the time of your need. These TB's may be available at other retail locations; this listing gives no endorsement or approval, but is only provided as a convenience for you as a resident. **Prices at the stores are lower than what management charges**, and often vary from store to store.

### Troubleshooting the Bathroom and Kitchen Fluorescent Light(s):

If you need to change your light or are having difficulty because it either doesn't light at all, doesn't light properly, or has a low level of light output, here is how to diagnose the problem and correct it:

- A. If you notice there is a low level of light output, i.e. the light seems dimmer than before or in comparison to other areas, then check to see if:
  1. The ends of the light tube are gray in color about 1-2" in length on either or both ends, then replace the tube; the life of the tube is expiring or about to expire. You need a new one.
  2. The light tube is properly positioned in the fixture. You can do this by looking at the ends to see if the tube is firmly positioned in the connections.

If you look at the ends and are unsure whether they are correctly seated, then gently, but firmly, without applying excessive force, using both hands, grasp the tube in the center about 6 inches from each end and try to rotate the tube. If the light goes out or dims, continue to rotate it until you can "feel" it is seated correctly and the light brightens to full strength. You may have to go through the process of rotating and then trying to seat it in the proper position a few times, until you can see that both ends are in correct alignment. This is accomplished by again grasping the tube as described above and checking to see if it can be rotated in either direction. If there is any "give", or slight rocking or ability to turn the light from this position, then the tube is not properly seated, so you need to continue to rotate until it positions itself properly. If once you have obtained the correct position of the light tube, and it lights fully, giving off more illumination, then you know the original low level of light was due to an improper seating of the tube. You do not need a new tube.

- B. If the light starts to flicker or is slow in initially lighting, then check #1 under "A" above and if that condition exists, replace the tube, because the life of the tube is expiring or about to expire.

If you have applied each of the potential remedies noted above, but your light still does not work or expires prematurely, or you are just having difficulty, then call the management. Day Co. will be happy to come in and assist you. In some cases, either the ballast or another component may be malfunctioning, for which Day Co. will be responsible.

### *Replacing the Recessed Hallway Light:*

In a 1 bedroom, the recessed light is located in the foyer. In a 2 bedroom it is located in the hallway; connecting the two bedrooms with the bathroom and living room. Please do not use more than a 75 watt light bulb in this fixture.

### *Using Your Range/Oven (Stove)*

Some of the stoves in the building utilize a gas pilot light. For these stoves, simply turn the knob and it should light in a matter of seconds. If it doesn't light, and for detailed information on this aspect or if you smell gas in your apartment, please refer to the page noted under the index heading "gas".

Some other stoves, while still using gas for the burners, have an electric pilot light. This requires that you must first push in on the knob and then turn the knob in order to light the burner. After having pushed down on it, and then turning the knob, you will start to hear a "clicking" sound, which is the electric pilot light. The burner should light in a few seconds. If it doesn't, please contact Day Co. right away and we will take care of the situation.

### *Bathroom Fan*

We recommend that you run the fan in the bathroom while you take a shower. By running the fan, because the shower generates quite a bit of steam, it will help draw out a lot of the moisture vapor. By drawing out as much steam from the bath area as is possible, this helps to prevent long-term unwanted effects to the ceiling, floors and walls from moisture, and cuts down on any mold or mildew build-up and its growth. It all helps to keep your bathroom cleaner, fresher and with less work to do in cleaning over time and in the future.

## **Bathroom Floor and the Presence of Water**

The resident is required to make sure that the bathroom floor does not accumulate water on it, especially while taking a shower and/or bath. You are required to make sure that the shower curtain is well closed and placed so that shower splash does not splash directly out of the tub OR run from the top of tub below the faucets over the side and down to the floor. The tenant is required to especially guard against shower splash in the vicinity of the showerhead, shower faucets and top of the tub above the shower faucets to prevent any splash or run off when taking a shower. If any water is present, that which gives the floor a “wet look”, then the tenant is required to dry it right away.

## **Air Conditioning Fan Filter**

Your air conditioning vent, located in the foyer of a 1-bedroom and in the hallway between the bedrooms in a 2-bedroom, makes use of a replaceable air filter, measuring 25" x 20" x 1". When you first move in, a new filter is in place. Thereafter, the resident must change the filter on a regular basis if you are going to use the air conditioning system. Failure to change the filter as needed will probably lead to damage of the system, for which the resident will be responsible. How often you replace the filter depends on how much you use the fan and/or air conditioner. We recommend that you replace the filter once every 3 months, if the air conditioner runs on a fairly regular basis (~5-6 hours a day). These filters are available at your local hardware store (see inside under "Light Bulbs" for the closest stores and call ahead for availability and price) and cost ~\$2.00, depending on the type. Use only the very basic, fiber glass filters that are the least dense possible. The filters that you can better see through are more suited for the air conditioning system at the building.

## **Range Fan Filter and Light**

This appliance above your range has a replaceable screen/filter for which the resident is responsible. Please see below for a chart listing type of element and its cost, for which the resident is responsible.

White or beige colored unit, there is one element:

a or b: A combined screen/filter, with the silver-colored screen on one side and a different colored odor filter on the reverse. This should be replaced once every six months if you use the range top on average frequency (2-3 times a week) cooking with oil or grease, i.e. stir fry, tomato sauce, etc. And once every three months if you use the range top every day under the same parameters stated before, i.e. stir fry, tomato sauce, etc.

## **Screen/Filter Replacement Type Chart**

| Type of Range Fan Unit                   | Type | Elements                                 | Dimensions<br>W x L | ~ Price |
|------------------------------------------|------|------------------------------------------|---------------------|---------|
| 'Broan' Brand<br>(White or Almond Color) | a.   | Combined Mesh<br>Screen/ Charcoal Filter | 8-3/4" x 10-3/8"    | 12.00   |

a. Broan Ductfree Microtek(r) System I Filter; Part # 41F.

The above listed item "a" is available at Home Depot, 4155 N. Port Washington Rd., Glendale, WI 53212, Tel. (414) 263-1291. To obtain the directions, see under "Post Office" and then simply continue West on Capitol Dr. to N. Port Washington Rd., then turn right (North) onto Port Washington Rd. Home Depot is about 100 yards on the left side of the street, right at the railroad tracks.

## *Use of the Elevator*

The elevator is, when operational, part of the common areas (see "common areas") of the building, and 3055 Oakland has established specific parameters for its use:

- a. Smoking or maintaining a lit smoking element is not permitted in the elevator at any time. Tenant may be liable for a damages charge for non-compliance.
- b. You may not lean against the door, inside or outside, or lean any objects against it. And you may not place your hands or feet on the elevator door, including striking the door in any manner. Anyone caught kicking, hitting, etc. the sides or interior space, or otherwise acting inappropriately within the elevator will be asked to leave the building, if a resident's guest or visitor, or face eviction, if a resident in the building. A resident is responsible for the actions of their guests or visitors.
- c. The elevator may only be used to transport furniture, or any other large items, AND only if an item can fit easily within the elevator -- there must be a minimum of 2 (two) inches clearance on the sides and top in fitting through the door. Otherwise, the stairs must be used to transport items which do not meet these parameters, because the door mechanism and operating arm inside can become damaged if you try to force items through the door.
- d. The management may establish the elevator non-operational, with or without reason, for any length or period of time. The elevator is not a part of the apartment or renting or movement within the building.
- e. Elevators are mechanical and electrical machinery, over which landlord is not able to always foresee, control or predict its operational performance. If damage is undertaken to the elevator as a result of tenant(s) and/or visitor, guest and/or invitee of tenant(s) abuse, neglect or willful destruction, landlord cannot be held responsible.

### ***To Hold Open the Elevator Door***

#### **Operating Tips**

Always make use of the correct switch or button if you want to keep the door open for a period of time longer than the timed closing. Use the following accordingly:

"Open"



black-colored round button at bottom of control panel inside the elevator. This button is to be used to hold the door open; it must be kept depressed in order to be active.

"Run/Stop"



silver-colored toggle switch. This switch keeps the door open permanently when in the "Stop" position. Use this when loading and unloading items into/out of the elevator.

"Up" "Down"



round buttons outside the elevator at each landing. Use these buttons when you want to re-open the door just as it is closing and before you are about to step inside.

DO NOT place your hand over the safety bar, using it to hold the door open, unless it is an accidental situation and/or emergency. This is only for unexpected scenarios when someone may be caught right in the threshold.

Keeping these simple tips in mind will help to facilitate maintaining an elevator at the building as an accommodation to the residents.

### **Guests and Visitors**

"Guest" is defined as any person or individual who remains in a resident's apartment, sleeping overnight and/or sleeping during the day staying up to and including any number of days and/or nights as indicated in your Lease Agreement.

"Visitor" is defined as any person or individual who comes to see a resident, but who does not sleep in the apartment, and is not in the apartment over an extended number of days.

Take note that residents are responsible for actions of their guests or visitors while on the premises.

Any individual Guest who stays beyond the authorized number of days and/or nights as set out in your LA and NRP, either continuous or individually collective, shall be deemed an unauthorized resident and the tenant(s) must pay the additional rental amounts. Such amounts are indicated in the LA and NRP documents, and tenant(s) will be subject to eviction for breach of this LA/NRP provision. 3055 Oakland Avenue Apartments is NOT a rooming house, and Day Company will address the violation of this provision to the fullest extent permitted by law.

Any former tenant that was given a "5-Day Notice", "14-Day Notice" or "28-Day Notice" to vacate the premises shall not be a permitted Guest or Visitor of any current tenant occupying an apartment, or be allowed in any common area or on the premises, which includes the front and back sidewalks, landing, steps, parking, and any lawn area.

The Landlord has a specific right to ban any particular individual from the premises, including any common area, who is not a tenant.

### *Illegal and Controlled Substances*

The tenant agrees to not Use, Sell or Distribute ("USD") or allow to be used, sold or distributed ("USDD") on the premises, including any common area, by any visitor, guest and/or invitee, any illegal, mind altering and/or controlled substances on the premises, including any building common area(s).

In the event that tenant is in violation of any or all of the conditions noted under this provision, landlord reserves the right to pursue eviction of tenant if tenant fails to comply with this provision.

### *Smoking Policy*

Smoking is not permitted by residents or their guests and visitors in the following common areas: front lobbies, both the inner and outer lobby, elevator, stairways, stairway landings, corridors, garage, laundry area and storage corridor, walkways, driveway, or the following non-common areas: the lawn and landscaped areas. Residents and their guests/visitors must not extinguish cigarettes on the ground or throw any butts on the ground, including the lawn, landscaped areas and flowerbeds. Instead, extinguish the butt thoroughly and then throw it in the garbage.

Effective Fall 2014, smoking is not permitted in any apartment.

### *Alcoholic and Fermented Malt Beverages (Beer)*

Tenant agrees to not Consume, Sell or Distribute ("CSD"), or allow his/her visitor, guest and/or invitees to CSD in violation of the law, i.e. underage drinking, etc. any alcoholic or fermented malt (beer) beverages. Tenant or Tenant's guest, visitor or invitee may not have present any open beverages of the type listed above present in any common area, including in the front, sides or back of the building for any length or period of time.

Fermented malt beverage (beer) kegs, or similar size containers, are not allowed in the building, including in any apartment at any time.

Tenant may not sell any alcoholic and fermented malt beverages on the premises, including the tenant's apartment.

In the event that tenant is in violation of any and/or all of the conditions noted under this provision, landlord reserves the right to pursue eviction of tenant if tenant fails to comply with this provision.

### *Smoke Detector Battery*

We put in a fresh battery when you move in. After one year has elapsed, and every subsequent one-year period, we ask that the resident inform us of their need for a new battery. We will be happy to come in and replace it with a new one.

### *Small Electrical Appliances*

Tenant must use extreme caution and be very careful when using small electrical appliances, including but not limited to, hair dryer(s), toaster ovens, blenders, toasters, shavers, curling irons, etc., since they can pose a significant fire risk and/or hazard. Tenant shall be responsible, not due to the negligence of landlord, for any damage, liability or negative result due to the use, nonuse or otherwise presence of the indicated small electrical appliance. When not in use, such small electrical appliances should be unplugged from the wall outlet and left unplugged until actual use. This also applies to microwaves and other ovens or other electrical appliances that are not built in and/or included as part of the apartment or provided by the landlord.

### *Plumbing in General*

You should never have a leaky, drippy or runny faucet or a pipe that drips, leaks or loses water. If you notice any of these conditions, please call Day Co. right away. Unless you inform us, we don't know!

The resident may not change any plumbing fixture in any way by adapting the fittings, by removing water saving devices such as aerators, or attach other equipment to the existing fittings. Only genuine manufacturer replacement parts are used, and are installed by Day Co. when such maintenance or work is deemed necessary to be performed.

### *Interior Apartment 102 Patio Area*

The tenants of Apartment 102 are specifically responsible for keeping the patio area that is accessible on the same floor of the first floor by Apartment 102 in good order and clean. This includes keeping the floor of the patio clean, clear and free of debris, and especially keeping the drain opening in the center of the patio completely free and clear of any and all debris, dirt, seeds and/or leaves from trees which can blow into the patio area, papers or anything else which can possibly or potentially obstruct the drain.

The landlord may regulate the use of the patio area so that the residents in the apartments above Apartment 102 are not disturbed or bothered in any form or manner.

### *Clogged Drains & Plugged Toilets*

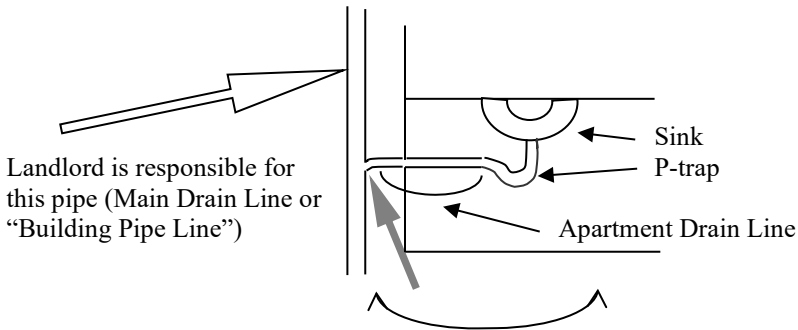
When you first move into your apartment, we make sure that all your drains and the plumbing function properly. Please be aware of the building policy regarding clogged drains and plugged toilets. Day Management, Ltd. is not responsible for unclogging your drains and unplugging your toilets, unless and only unless the building's main drain line or sewer connection that serves your area of the building is clogged or blocked. For your bathtub you must use a hair strain (emptying the accumulation in the garbage or the toilet) and carefully follow the directions in the Policies & Conditions section on the proper use of the garbage disposal unit. We are not responsible for any clog or block, for either the building pipe line or the apartment pipe line which leads to the main line if the resident is either negligent or abusive in their use of the plumbing system or the garbage disposal.

Tenant must make sure that after every flush of a toilet that the water goes down properly, emptying from the toilet, and that new water comes into the bowl and stops at

the regular level in the bowl. If bowl overflows, clogs or plugs as a result of tenant use, tenant is responsible for any overflow(s). Tenant must have a plunger ready to quickly plunge any toilet that may become clogged or plugged as a result of tenant use, since tenant maintains exclusive control over this and similar drain lines and what goes down such fixture or drain lines and plumbing pipes.

The landlord may not be responsible for any clog, block or slow running drain that is a result of a blockage or obstruction in the tenant's drain, garbage disposer or other fitting relegated for the use of the resident for their own particular apartment, including the **apartment drain line** that leads up to the main line, regardless of any condition, as the tenant largely controls what is placed down the drain. If the tenant refuses to remedy the problem in such areas of the apartment, including the fixture, appliance or section of the drain line affected, then the landlord will enter the apartment, remedy the situation and bill the resident accordingly, adding 25% of the total of the bill to cover the additional charges, including time, administration, etc.

*Diagram Illustrating Tenant's Responsibilities of Drain and/or Fixtures:*



*Tenant's Responsibility*

*(Sink, P-Trap, Apartment Drain Line)*

Areas between arrows on bracket and up to point in the wall where large gray arrow is pointing is tenant's responsibility. This is also applicable to equivalent corresponding areas for other fixtures.

In general, unless we are aware that more than one apartment is affected, the resident is most likely responsible for calling a plumber at your own expense and having your line cleared. In any case, if you are unsure of the remedy and/or remedies after reading this section, please consult Day Co. for further guidance. Do not use liquid, acidic chemical drain openers; such prohibited drain cleaner solutions include Drano, Liquid Plumber, etc. Instead, use a plunger, ENZYME solution and then a metal drain snake instead, or call a plumber. The use of chemical liquid solutions will deteriorate the pipes and their connections, for which the resident will be held responsible. Remember, you should never allow a situation to develop where water leaks from pipes, drips or accumulates or does not drain. If you have these situations, please contact and/or notify Day Co.

## **Preventing Clogs, Blockages Or Slow Drains:**

*The old saying that "prevention is the best remedy" holds true here.*

*It is important to keep in mind that the kitchen sink (see below for details on use of the garbage disposer), bathroom sink and bathtub plumbing drains are designed for the disposal and transport of waste in water liquid form. And that in any instance you may not place solid materials, in any form, down the drain. Placing solids, either in food form for the kitchen sink, including the garbage disposal (see below), down the drains will result in their becoming clogged, for which the tenant will be responsible for the cost of a plumber to come and clear the line. This includes either the building main line or the individual apartment plumbing line leading up to the building main line. The same applies to the bathroom bathtub drain or bathroom sink.*

**Kitchen Sink:** You must make use of a small hole strainer for the non-garbage disposal side of the sink in a 2 bedroom, and a garbage disposal strainer for the garbage disposal sink in both a 1 and 2 bedroom. If you do not have these, it is the resident's responsibility to place your request with Day Co. for them, although when you move in Day Co. does its best to provide these for you. If the tenant breaks a dish, plate, glass, etc., or places any items, and allows an article to enter the disposal which is larger than the holes on each of the strainers noted above, in which Day Co. comes to your apartment to remove the articles, there is a charge according to your Lease Agreement, in addition to other damages which may be applicable. This fee is payable before the job/work is undertaken. NOTE: NEVER put your hand in the disposal unit, even when not running! Electrical surges can unexpectedly engage the disposal unit. The garbage disposal unit in the kitchen is designed to handle only small bits and pieces of food no larger than 1/4" in size. It is not designed to handle large amounts of food scraps, pieces, etc. You must make you use a food particle strainer; contact Day Co. in order for one to be provided for you. If the piece is larger than the hole on the strainer, it must not be placed down the disposal unit. Instead, empty the accumulation on the strainer into the garbage. Scrape larger pieces into your trash first. Always run lukewarm water at the same time that you run the disposal unit. Do not run the unit without also running water at the same time. Do not put down into the disposal unit any of the following: stringy vegetable scraps such as carrots, celery, any lettuce, onion skins, potato peelings, bones, rice, whole pieces of fruits, vegetables or any animal fat. For cooking oil or grease, please put it in a can, keep it in the refrigerator and when solid, put it in the trash. Even when off, NEVER PUT YOUR HAND IN IT!

**Bathroom Sink:** Remember, you must have a stopper in the drain at all times, in order to prevent items such as tooth paste tube caps, bobby pins, plastic caps, etc. from entering into the drain. The resident is responsible in the event of such an occurrence. It is the resident's responsibility to make sure you have a stopper. If you do not have one, resident must place your request with Day Co. for one. Day Co. will be happy to provide one for you. Do not wash strands of hair down the sink. Instead, gather the strands with your hand and place them in the toilet or in the garbage.

**Tub:** You must have a strainer in the drain at all times in order to prevent any foreign articles and large amounts of hair from entering into the drain. Do not clean the strainer out into the tub, but instead empty its contents into the toilet or garbage.

**Toilet:** You must use only bathroom tissue designed for and safe for use in septic systems, i.e. standard toilet roll tissue paper. Only toilet tissue can be placed down the toilet; no other paper articles may be placed in the toilet, including, but not limited to, sanitary napkins, feminine hygiene products, etc. In addition, you may not use paper towels or any other heavy weight/grade-type paper.

***What To Do If Your Drain Is Clogged, Blocked Or Slow :***

**Toilet:** Use a bathroom toilet plunger. These are available at your local hardware store. See the Index under "Filters" and "Light Bulbs" for the location of stores. In some cases, pouring a bucket filled with approx. 2 gallons of warm or hot water will help to free any clog. Be careful that the toilet does not overflow. Stop adding water if it does!

**Kitchen Sink, Bathroom Sink and Tub:** Use the plunger noted under "Toilet" in the preceding paragraph. For the bathtub and lavatory sinks, use a wet rag to cover the overflow drain, giving the plunger more pressure.

***Other Remedies***

If the potential remedies noted above do not work, next try a LIQUID ENZYME solution. DO NOT USE the regular Drano or Liquid Plummer drain cleaners, as these contain harsh and caustic chemicals, which will degrade the pipes and their connections, and for which the tenant will be held responsible for any and all damages. Use only an enzyme solution, available at your local supermarket and hardware store, which attacks the oil, hair and grease build up which may be in your pipe. If the plunging cited previously or the enzyme solution method doesn't work, then you most likely will need to call a plumber at your own expense and make the arrangements to be in the apartment to have your slow drain, clog or blocked drain cleared. Please consult Day Co. for the procedures to follow regarding having your line cleared by a plumber. Be sure to advise Day Co. if you have dropped, poured or allowed any foreign articles to enter the drain. Remember, plumbers require payment immediately upon completion of the work; please be prepared with a check in hand ready to make payment before the plumber starts.

NOTICE: Although Day Co.'s policy is to make sure each apartment has all the necessary strainers and stoppers for the drains, if you are lacking these at any time, please contact Day Co. We will be happy to provide them for you.

***Special Services***

3055 Oakland Avenue Apartments provides special services for an additional fee. Please request and/or consult the Special Services (SS) fee chart publication. Such services include among the following:

- a. Emptying your mailbox or handling resident's mail in any manner.
- b. Picking up newspaper, magazines, periodicals or any other similar type delivery to the building. Residents must pick-up such deliveries by 9:00 a.m. at the latest. Otherwise, the resident will be billed accordingly per the SS fee chart.
- c. Reading your electric meter.
- d. Installing or providing light bulbs/tubes.
- e. Provision of a vacuum cleaner to vacuum your apartment.  
(Sorry, but the staff does not undertake vacuuming.)
- f. Washing windows.

Sorry, but staff do not water plants in individual apartments, take care of allowed pets, i.e. fish or birds, nor turn on/off individual appliances in the apartment. Only the services listed under the SS fee chart are available.

### *The Property Manager*

The Property Manager is responsible for the efficient, orderly and proper operation of the building. He or she is available on a regular basis in order to address the needs of the residents, and must do so in a courteous, professional, timely and effective manner.

### *In An Emergency*

A member of the staff is available (on most occasions) 24-hours a day, 7 days a week. If you have an emergency, please call 414 964 8100. Messages are checked no fewer than in 12 hour intervals, but usually in 6 hour intervals. If you have been provided with an alternate number by management for Emergencies or Pressing Situations, you may call that number.

#### Emergencies

- A fire occurs.
- An odor of gas exists in your apartment.
- A security problem develops.
- A water pipe has broken in your apartment, or some other condition exists where an area has an accumulation of water. If only a drip exists, then resident must place a container under the drip to capture any leaking water and then call the regular number and wait until staff can come to address the problem.

#### Pressing Situations

- A lock malfunctions which prevents you from exiting.
- You have accidentally locked yourself out of your apartment or the garage. (There is a charge to come and provide you access to the premises; please consult your L/RA. The charge is applicable once the staff member is requested by the resident to come to provide access to the building, apartment or garage, even if the tenant subsequently gains access. The purpose of this is to cover the staff member's time and work once a request has been made.)

NOTE: Resident must call the regular telephone, number 414 964 8100, and leave a message on our voice mail.

### *Bugs, Vermin and Rodents*

Based on the premise that the living condition of the tenant determines whether or not bugs and vermin or rodents are present, the tenant is responsible for any and all conditions having to do with bugs, vermin and rodents. It shall be rebuttably presumed that if bed bugs are present, then the tenant of the particular apartment where the bug is found has brought the insect on the premises and is responsible for the remedy. The tenant is responsible for the placing of "bug traps", i.e. sticky coated bug traps in order to "catch" wandering bugs, or to use natural, plant based insecticides. If vermin or rodents are present, the tenant is also responsible for the placing of any other trap on the premises within the confines of the tenant's apartment.

If the landlord has to become involved in any remedy for this subsection then tenant is responsible to pay landlord's hourly labor rate as listed in the Nonstandard Rental Provisions. Landlord is responsible for common areas. Landlord may, at his/her own discretion, undertake him/herself and/or assist the tenant in remedying the problem.

## About Your Apartment

When you sign the lease for your apartment, this gives you specific use of, and rights to, the apartment for the entire term of the lease. The apartment is for your own exclusive use, and no other person is allowed to enter, or impose upon your privacy and enjoyment of the premises; also, see the index under "noise". However, due to certain factors as noted-below, and because the supply of certain utilities involve several apartments, there are certain exceptions which allow the management of the building to enter your apartment with proper notice; 12 hour notice, unless waived by the resident. Such notice is not required for A, B or C below. Usually, the reasonable consent of the resident is sought for situations A & D.

- A. There is a situation or condition which exists in the apartment which affects another apartment, i.e. a common plumbing drain line for a group of apartments, a common heat line for a group of apartments and certain electrical wiring which may run through and behind the walls.
- B. There is an immediate danger existing which the management believes may pose a significant risk to the health, safety and welfare of other residents and/or the building, i.e. the smell of gas, other odors, etc.
- C. A resident has requested that maintenance or service work be performed.
- D. Preparation work/maintenance is completed and/or performed during the first week of the resident having moved in, with the reasonable consent of the resident. It is Day Co.'s policy to enter the apartment during this one-week period under a flexible "blanket notice", i.e. we will knock on your door and, if you are present, check with you at that time to make sure our entry does not disturb you. If you are not present, we will enter and perform the work necessary and then leave after having finished the work. A tenant must state in writing beforehand that they do not wish to be subject to this condition.

### *Other Exceptions:*

- E. If you will not be renewing the lease at the end of your term, then we have a right to show the apartment (local rental ordinances call for management to provide a 12-hour notice, but management usually tries to provide a 24-hour notice, i.e. from one day to the next) to prospective renters. Day Co. requires that the resident have a telephone for notice to be given with an answering machine to take a message, if the resident is not present in the apartment for such notice to be given. The management is not obligated to have the resident present when the apartment is shown, but must exercise reasonable care and concern regarding the safety and security of the resident's possessions. It is Day Co.'s policy to exercise special care and be especially considerate of a resident's belongings, privacy and use of the apartment when the apartment will be shown to prospective renters; please let us know if this is not the case. This places/implies no warranty or liability.
- F. The management has a right, in a reasonable and non-obtrusive way, from time to time, to enter the apartment in order to inspect the premises, make repairs, or show the apartment to prospective renters at the management's discretion.

Day Co. reserves the right to require that the resident submit any service request in writing and that such request suggest the dates and times when entry will be possible in order for Day Co. to set up a time frame for entry. If the resident chooses to be in the apartment during the service/maintenance call, Day Co. staff reserves the right to be able

to work in an environment independent from, i.e. not supervised by, the resident, yet in a manner that protects the belongings.

In signing the lease you were granted what is called 'temporary use' of the apartment. It is implicit in such granting of rights and of the apartment's exclusive use by you that you exercise what is called "reasonable care" in maintaining, cleaning and using the premises in accordance with the lease.

Any condition beyond normal "wear and tear" will be the responsibility of the resident. Examples of wear and tear include the natural mechanical life cycle of the appliances, carpet wear due to a normal pattern of usage and walking on the carpet, but dirt, spots, stains, etc. are not considered wear and tear, and neither are cigarette burns or holes. For the walls, holes are not considered wear and tear; tenant must make use of 3M Brand Command adhesive strips and accessories for mounting anything to a wall or woodwork. In addition, marks from scraping against the walls, leaning objects against them, the rub of furniture against them (including the headboards or any part of a bed) is not considered normal wear and tear. Also, general marks on the wall, hand prints, food spots and splatters, or adhesive residue on any surface is not considered by Day Co. to be normal wear and tear.

The resident has the opportunity to have repaired any damage or have corrected any problem, as long as the repair or correction is done in accordance with the standard work practices and is in conformance with the final finish and appearance relevant to the particular trade involved. For example, if a resident damages a doorframe, then the work performed must be in keeping with what a carpenter or woodworker would consider to be consistent with his/her trade. For example, if we were to call in 3-4 carpenters and ask them to inspect the work that has been done, a majority would have to signify in the affirmative that such work and its "finish" and appearance, is in keeping with the standard practices for that trade. You must receive Day Co.'s prior written authorization to make any repair. Day Co. forbids any painting, including varnishing, of any kind.

### Common Areas

3055 Oakland Avenue is a private apartment building and it has what are called "common areas". These areas, while still private, are for the free and "common" use of all residents, and their visitors or guests. They include the front lobbies, both the inner and outer lobby, elevator, stairways, corridors, laundry area and storage corridor and walkways. The lawn and landscaped areas are not considered common areas, but residents and their guests or visitors may, on occasion, relax, sit, stand or be present on the lawn areas. Common areas are not for the use of anyone other than the residents of the building and their guests or visitors. They are not available for solicitors, uninvited guests or unwanted visitors. As a resident, you have a right to ask any non-resident to leave the building, and to enforce your request accordingly, i.e. calling the police. If a non-resident is a guest of another resident of the building, they have a right to remain on the property so long as they are in the company of such resident, or are either going to visit, or coming from visiting or being with such resident. Day Co. has final authority over all common areas.

*Examples of What Are, and What Are Not, Considered "Wear and Tear"*  
*(Applies to Both the Apartment and "Common Areas")*

| Examples of Wear and Tear                                                                                                                                                                                                                                                                                                                       | That Which Is Not Wear and Tear                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Matting in the carpet as a result of normal usage and walking.</li> </ul>                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>✗ Dirt, soil, spots, stains, cigarette burns, tears, rips, etc.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                           |
| <ul style="list-style-type: none"> <li>• Shadow-hazed areas on the wall behind furniture or picture frames due to the difference in exposure to sunlight or artificial light. This condition occurs over an extended period or length of time.</li> </ul>                                                                                       | <ul style="list-style-type: none"> <li>✗ Marks from furniture, picture frames or other items that have rubbed or have been banged against, dragged across, leaned on or hit the wall or floors.</li> <li>✗ Fingerprints, handprints, food spots, splatters, drips, or any type of stain.</li> <li>✗ Adhesive residue on any wall surface (or any other surface) from tape, stickers, mounting tabs, etc., other than from 3M Command products, which should not leave a residue.</li> </ul> |
| <ul style="list-style-type: none"> <li>• Rub marks or worn areas where handles for the cabinets are located.</li> </ul>                                                                                                                                                                                                                         | <ul style="list-style-type: none"> <li>✗ Scratches, gouges, holes, chips, etc. on or in the woodwork, moldings, etc.</li> </ul>                                                                                                                                                                                                                                                                                                                                                             |
| <ul style="list-style-type: none"> <li>• Tiles in the kitchen or bathroom floor, or tile walls, which have become loose due to an average exposure to heat and/or humidity.</li> </ul>                                                                                                                                                          | <ul style="list-style-type: none"> <li>✗ Chipped, cracked, broken or loosening tiles either caused by dropping items on them or exposing them to an excessive amount of moisture/water.</li> </ul>                                                                                                                                                                                                                                                                                          |
| <p>To avoid long term unwanted effects to the bath walls and floors you must sponge dry water that accumulates on the tile floor, or use a bath mat. And you must run the bathroom fan when taking a shower in order to extract excessive humidity. For the kitchen, you must mop or sponge up any water.</p>                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <ul style="list-style-type: none"> <li>• The leaking or breaking of a pipe and any resultant water damage due to the natural corrosion of the pipe or tube materials, connections, seals, etc. This does not include deterioration of seals, etc. as a result of using acidic chemical liquid drain openers, which must not be used.</li> </ul> | <ul style="list-style-type: none"> <li>✗ You must inform Day Co. immediately upon your observing any leaking, broken or problem pipes, or another condition in which water is present and will lead to, causes, or has caused damage</li> </ul>                                                                                                                                                                                                                                             |
| <p>If you have a slow or stopped drain, see <i>Clogged Drains &amp; Plugged Toilets.</i></p>                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <ul style="list-style-type: none"> <li>• Faucets which drip or leak. (Call Day Co. to inform us, so that we can replace the necessary parts.)</li> </ul>                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>✗ Faucet finishes which have been scratched due to using an abrasive cleaner; see <i>Cleaning &amp; Maintenance.</i></li> </ul>                                                                                                                                                                                                                                                                                                                      |
| <ul style="list-style-type: none"> <li>• For the kitchen counter tops, any end pieces which become unglued.</li> </ul>                                                                                                                                                                                                                          | <ul style="list-style-type: none"> <li>✗ Knife or burn marks, chips, etc.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                        |
| <ul style="list-style-type: none"> <li>• Closet door hardware which becomes "off track" or which does not function correctly due to a mechanical failure.</li> </ul>                                                                                                                                                                            | <ul style="list-style-type: none"> <li>✗ Dents in the doors from hitting them, or continuing to use them when the hardware is not functioning properly or hinders the door from operating correctly.</li> </ul>                                                                                                                                                                                                                                                                             |

# Policies & Conditions

## Statement of Purpose

Within this section you will find the Policies and Conditions (P&C) of the building established/amended as of the date indicated at the start of this handbook. The resident shall observe and comply with the P&C of 3055 Oakland Apartments (3055), which constitute a part of the Lease/Rental Agreement (L/RA. The resident agrees that they may be rescinded, amended and added to by Day Management, Ltd. (Day Co.), if necessary for the proper use, welfare and enjoyment of the residents. Please be sure you read in their entirety this section and all other printed materials presented to you. Failure to be aware of a policy is not grounds for exemption.

### Rental

- a. All residents must have an approved Apartment Application (AA) on file with Day Co.
- b. Should any rent freeze or rent limit of any kind occur, Day Co. reserves the right to pass through to the resident all increases in operating costs for 3055 Oakland including, but not limited to, taxes, water, sewer, other cost increase.

### Use of the Premises

- a. No dogs/cats are permitted on the premises or in/on/around the building at any time for any length or period of time, except Seeing-Eye™ dogs.
- b. Smoking is not permitted in the resident common areas (front lobbies, elevator, stairways, corridors, laundry/storage, walkways, driveways, and garage) within or outside the building. You may not discard cigarette butts on the ground, including the sidewalk, walkway, pavement, lawn, bushes, shrub areas or any landscaped areas. Extinguish them and place in garbage.
- c. You may not throw or project anything out of a window, including, but not limited to, cigarette butts, any garbage, cans, papers, water, liquids, or anything else. You may not use the window as a door, i.e. for entry into/out of apartment.
- d. The resident agrees to limit use and occupancy to the individual(s) indicated on the L/RA without any right to sublet all or any part of the premises.
- e. Residents are responsible for actions of their guests or visitors.
- f. 3055 Oakland is a quiet building. No loud noise, music, or other sound is permitted at any time that is excessive or that disturbs other residents in the building. Day Co. shall be the sole arbiter of any occurrence regarding loud noise, loud music or loud sound and the sole arbiter of what is considered "loud".
- g. Residents must pay for all damage and repairs, i.e. clogged drains, plugged toilets, fires, damage to rental appliances, etc., beyond normal wear and tear. Resident must make use of a hair strainer for the bathtub and agrees to empty accumulated contents into garbage or toilet. Contact Day Co. if you are lacking a strainer at any time in order for one to be provided for you.
- h. Waterbeds are not permitted.
- i. Do not park or drive on the grass in the front of the building when loading or unloading, or block the driveway; park your vehicle on the street in the front.

- j. Each resident should carry his/her own insurance, as ours does not cover your personal belongings. Resident understands that it is his/her obligation to protect personal property from theft, or damage by fire.
- k. Resident agrees that use of the garage, driveway, walkways, corridors, storage lockers and common areas shall be at the individual's own risk. Day Co. shall not be responsible for any injury to person, or damage to or loss of property in such areas or elsewhere in, on, or about the demised premises, not caused by Day Co. negligence. The resident also agrees that Day Co. shall not be responsible for any damages caused by any interruption in any service and that no such interruption shall constitute eviction, but Day Co. agrees to use diligence in restoring such service.
- l. The resident may not contract for any services, commercial or otherwise, or make any purchase(s) for the building or property common areas, fixtures or equipment. Any work contracted, without prior written authorization from Day Co., by a resident for work done in his/her own apartment is not permitted.
- m. The resident may not barbecue in the apartment or make use of any ledge, projection, space, common area or the roof top of the building for such purposes.
- n. The resident may not go up to, or onto, the roof.
- o. The resident agrees to securely wrap and remove garbage from his/her apartment in a timely manner and place it inside 1 of the 2 dumpsters in the back of the building designated for garbage. Recyclable paper products must be placed in the 3<sup>rd</sup> dumpster or the garbage dumpster appropriately designated on the dumpster for cardboard/paper products. . All cardboard boxes must be broken down into a flat condition. Absolutely no "nesting" of boxes inside one another is permitted, or filling cardboard boxes with other material(s). Garbage bags, boxes, etc. may not be left in the hallways, corridors, stairwells or any common area of the building for any length or period of time. The garbage service empties the 2 garbage dumpsters usually every Tuesday. If you see that all the containers are full (the lids must close securely on top of the rim of the opening and lay flat), do not continue to pile in your garbage, but wait until the containers have been emptied. Only allowed garbage as specified in Tenant's Lease Agreement may be placed in the dumpsters. "Bulky" items or excessive garbage as specified in the Lease Agreement may not be left anywhere inside, outside, by the side or on top of the dumpsters or anywhere in, near or around the building. Such "Bulky" items or excessive garbage must be taken away by the tenant and disposed at the City of Milwaukee dumpsite. The Landlord does not provide the removal of such described items as spelled in the Lease Agreement.
- p. No fireworks are permitted on or about the premises.
- q. A window, including a patio door serving as a window, may not be used as a point of entrance nor exit.
- r. The resident may not hang any wet articles on the wooden safety boards that are in place across the windows. Exposure to moisture can lead them to splinter, for which the resident would be held responsible for the cost to replace.
- s. Candles or any other same or any other items with a flame are not permitted.
- t. No furniture longer than 60" in length may be moved into the building, due to limited turning radius around corners, stairwells, doorways, etc. Only exception is a mattress that is soft and can bend around corners.

### Utilities & Appliances

- a. The resident agrees to not waste or unreasonably use any utilities furnished to the resident by the building. This includes wasteful use of water, i.e. leaving the tub “running” without its being filled, leaving toilets to “run” or allowing sinks and/or bathtubs to overflow, due to negligence and/or common sense.
- b. If the heat zone valve for the apartment is in working order, the resident may not open a window when the apartment is being heated by the building’s boiler; a \$50.00 damages/excessive gas utilization charge applies for every violation. If you are too hot, adjust your thermostat.
- c. Resident pays their electric bill directly to the utility company.
- d. **WARNING:** The resident must not use the oven and/or stove for any purpose other than the cooking and preparation of food, i.e. it must not be used to heat your apartment. Using it to heat your apartment can result in carbon monoxide poisoning and can be a serious threat to life, and the safety of the building.
- e. Installation of any wall telephones is not permitted.

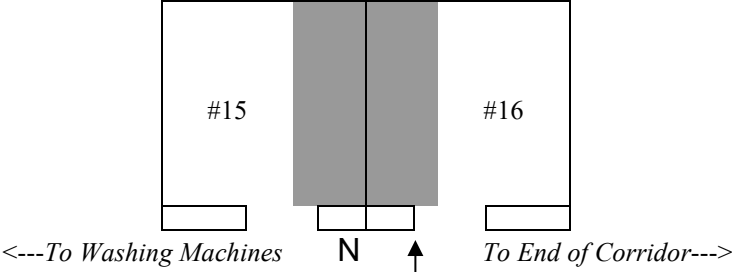
### Decorations & Alterations

- a. Written permission is required to make alterations such as ceiling hooks, paint, shelving, wallpapering, the decoration of any walls, floors or woodwork. No oral OK's, approvals, etc. by staff or management is allowed and will be termed invalid.
- b. Stickers, adhesive tape or items using any sticky material may not be placed on the windows, walls, fixtures, doors or appliances; the resident will be responsible for any removal and any damage to, or residue left on, walls, doors, etc. as a result. Adhesive-backed contact paper may not be placed on any shelf or the interior space of any drawer. Only non-adhesive, non-sticky-backed shelving paper may be used.

### Storage Locker Use

- a. Each tenant may apply for use of a storage locker upon payment of the appropriate rental amount. Such locker is not considered part of the apartment. Such locker shall only contain the contents corresponding to only one apartment and the resident(s) may affix a lock on the closing device, but no other alterations, additions, markings or changes may be made; management/owner is not responsible for the provision of any lock. The storage locker is specifically a means of storage. Management/owner reserves the exclusive right to declare a locker, or any part thereof, cleared, or to reassign locker space, or to rescind the use of the storage locker at its own discretion. Lockers are provided to residents at the sole discretion and pleasure of the owner/management. You must receive your locker assignment from Day Co. All articles placed in the locker must not lean against the wire mesh separating the lockers from one another. All items must fit within the confines and space of the locker and not project out in any way, and in a manner that the door to the storage locker must be able to close completely. Boxes or other items must not be placed on top of the storage locker area. Items that are of value must not be placed in the storage locker area. Lockers are not considered a secured area! Bicycles are to be stored in the storage locker, but we recommend that you secure with a chain or cable the bicycle frame to one or two of the wooden divider posts.
- b. Food must not be stored in the lockers.
- c. The individuals using lockers #15 and #16 agree to provide the management with a copy of their storage locker key or the combination to their lock in order for the management to be able to gain access to the heating control valves located directly

above these lockers. An area of space on the floor, along with the space above the floor up to the ceiling area, extending from the front of the locker door to the back wall of the locker, equal to at least 1 (one) foot west of the eastern division of locker #15, and at least 1 (one) foot east of the western division for locker #16, must be left vacant and free of obstruction in order to provide room for access to the locker area. See the diagram below. Failure to provide the keys/combination and keep the area clear as designated will, in the event of the need to gain access to the zone valves, result in the owner/management's removing the locks by whatever means necessary and the articles from such area and any accompanying obstruction being removed and such articles being placed in the building's own storage area, without prior or post notice and/or approval from the affected resident(s); resident may, at any time inquire about the placement and/or where the articles are situated, in the event they are moved. Management/owner assumes no liability whatsoever for damage to items, or any unforeseen event or occurrence as a result of access to these lockers. Management must have access to the zone valves, heating system, pipes, etc., especially for these lockers.



Shaded area represents area on floor, extending through the space of the storage locker up to the ceiling, which must be kept clear.

Use of Appliances

- a. Your oven and range top likely have pilot lights. Please check to make sure that these are lit, as they are required to start either the burner on the range top or for the oven. The oven itself can take up to approximately 30-45 seconds (range top: 15-30 sec.) to light after the knob has been turned; if the burners do not light after this period of time, the pilot is probably out and needs to be lit. Refer to "gas" and "pilot light" in the index in order to know how to light the pilots.

Use of Intercom and Front Door Opener

- a. You are required both during the day and at night to verify by voice through the intercom the individual that rings your apartment. This is required even if you are expecting someone at a specific time, have seen someone through the window, are speaking with OR have just spoken with him or her on the telephone. The way to greet someone who rings your apartment is by stating "Who is it, please?" and not by saying, i.e. "Is that you, Tom?" The latter provides more opportunity of mistaken identity. You are required to use the "Talk/Listen" toggle switch and ask who is at the door and then listen for a verifiable response, i.e. the individual's name. You may not open the door for another apartment. As an alternative to using the intercom for voice verification, the tenant may be in contact with the visitor at the outer or inner lobby door via cell or mobile phone, and then use the Door Open button to release the door.

- b. It is important for you to be aware that access to the building and the building front entrance is randomly monitored and that residents will be charged the amount listed in your Lease Agreement for each and every occurrence in violation of the Voice Verification policy. No warnings, exceptions or waiving of the fee, or the policy, will be made for any reason whatsoever. 3055 Oakland has zero tolerance for any infraction regarding this policy; violators will be asked to leave, i.e. tenant will face eviction.
- c. Joking, making fun of, "kidding" around, ridiculing or attempting to circumvent the intended purpose of the voice verifying policy will lead to the application of the fee against the resident/apartment for failure to comply with either the spirit or the specific conditions of the policy.

### *Sign In Program*

- a. On occasion, 3055 Oakland has a Sign-In program in place for the purpose of ensuring the safety and security of the residents and the building. If the person on duty during Sign-In does not recognize you, please do not be offended. Visitors to the building and guests of residents, i.e. individuals who are not residents, are eligible to be asked to sign in at all times. Failure to comply may result in removal from the premises.

### *Signs & Flyers, Solicitations & Deliveries*

- a. The sale of any goods and services, by any method, or the posting and/or distributing of signs, letters, flyers, posters, announcements, etc. is not permitted.
- b. Resident agrees to not leave any outgoing or have any incoming mail/parcels left anywhere in the inner or outer lobby. You must deposit your outgoing mail in a U.S. Mail receptacle. For items that cannot fit in the mailbox, residents must arrange with the delivery person to receive the package personally, or go to the post office or other facility to pick-up the item in person. If mail for another present resident is left in your box, you must place it under their respective apartment door, and cannot place it above the mailbox. If mail is left in your box for a resident not listed on the boxes, resident agrees to write on the front "Not At This Address" and deposit it in a U.S. Mail receptacle in order for it to be re-directed or returned to the sender. Leaving any mail in the lobby can subject it to becoming lost, being taken by unauthorized individuals, and is an attraction for unauthorized persons to approach the building. Any mail/package left in the lobby will be picked-up by Day Co.
- c. Please pick-up your newspaper(s) by 9:00 a.m.; newspapers or other items left anywhere in the lobbies or out in front after this time will be subject to retrieval by a member of management and placed in storage for approximately 1 (one) week. After this time period, any and all items will be disposed. Resident may, at any time, check with the management to see if any newspaper(s) or periodical(s) has been retrieved and arrange for its pick-up from a member of management accordingly.

### *Building Property and Common Areas*

- a. 3055 Oakland is a private building and Day Co. reserves the right to ask any non-resident situated within the common areas of the building in violation of the P&C and rules and regulations to leave.
- b. The hallways, front lobbies, entrance walk and walkways, laundry area, storage locker corridor and stairwells are resident common areas, which may be used by all residents, but Day Co. has exclusive, final authority over these areas.
- c. Tenant may not, at any time, prop or keep open unattended a common area door that has a lock on it, i.e. intended to be kept locked, for any length or period of time. This

includes both the service door and the walkway door for the garage, the main vehicle passage garage door, both of the front lobby doors or the door(s) from the laundry room leading outside. Failure to observe this requisite will result in the tenant having to pay damages in the amount of \$50.00 per occurrence as a result of the building's security, its safeness and soundness, being breached. Additional damages shall be applicable if, as a result of this breach, damage or loss in any way occurs to or in the building. This condition places/implies no warranty or assurance with reference to safety and security at the building.

### *Service and Maintenance*

- a. Please call 414 964 8100 for all service calls. You may leave a voice mail message, or send a written note to Day Co., PO Box 170706, Milwaukee, WI 53217-8061, or fax your request to: Day Co. at telephone 414 964 8100. Please provide your name, telephone number, apartment number and describe as best you can the nature of the problem. Service calls should be made as early as possible in the day; little, if any, maintenance work can be addressed late in the day. Your service request may be submitted via telephone, written message or in-person, if you see an individual from Day Co. at the building. Maintenance and service is performed in the apartments Mon. through Sat., excluding holidays, during normal business hours and, at Day Co.'s option, with the reasonable consent of the resident, may also be performed in the evening up and until 8:00 p.m. They are performed on a first-come, first-served basis with priority given to those situations that would constitute a hazard or discomfort to the resident. The resident is responsible for any cleaning of the area or fixture on which work is to be performed, and the provision of any light bulbs, filters, etc. Clean up after the work is performed is the responsibility of Day Co.
- b. Management/owner reserves the right to turn down any service or maintenance request, if such work is deemed to be considered an accommodation to the resident and not strictly necessary in order to comply with state or local housing and dwelling codes. Otherwise, management/owner reserves the right to perform the work and bill the resident accordingly; payment in full is required before the work is undertaken.
- c. If tenant is negligent, tenant is responsible.
- d. If you become locked out of your apartment, the resident agrees to pay a service fee per occurrence in order to open it; the fee must be paid upon opening. Check your Lease Agreement for the applicable fee.
- e. If Day Co. performs any service or work or undertakes any job that is deemed by Day Co. to be an accommodation for the resident, there is a minimum service/work/job charge of \$35.00 per undertaking, plus the costs of materials.
- f. Day Co. reserves the right to decline performance of maintenance and/or service if the cost of the work/job/project is minor or major in relation to the apartment rent, and not strictly necessary to comply with housing codes and the provision of essential services. Essential services are specifically defined as the supply of Heat, Hot and Cold Water, Water Drainage (all drains kept clear and free, except due to abuse and/or neglect of tenant, i.e. tenant using acidic drain cleaners, where tenant is then billed for drain clearing, remedy, etc.), main voltage electrical supply. All other services are deemed non-essential.
- g. Day Co. reserves the right to require that any service and/or maintenance request be submitted in writing using Day Co.'s forms.

### Service and Assistance Animals

- a. See the relevant Apartment Application for the property involved, and the Residential Rental Agreement and Nonstandard Rental Provisions for each particular tenant.

## Cleaning and Maintenance

### Cleaning

Before the resident moves in we make sure your apartment is clean. Cleaning of the apartment after the resident has moved in is his/her responsibility. It is recommended that the resident does clean the apartment, including the bathroom, on a regular basis. This will help avoid any possible situation in which a fixture's finish, such as a tub or sink, or an appliance like the oven, could become damaged as a result of not keeping it clean. For example, with the oven, if burnt-on-food is allowed to become embedded on the baked enamel surface of the oven interior, because of the acidity of some foods, the presence of such a condition can lead to the surface being "eaten" away, thus damaging it. Another example to illustrate the benefits of keeping everything in order and clean involves the carpeting. The resident is responsible in cleaning up immediately after any spill, drip, spotting, etc. The resident is still responsible if spills, dirt, drips, burns, tears, cuts, etc. result in a permanent stain and/or damage to the carpet. However, if you clean the carpet right after a spill or drip, this will help to minimize the staining of the carpet, and in some cases may help to prevent any permanent damage, possibly relieving the tenant of the liability. Cleaning up right after a spill, etc. is in your own best interest and it is to your own benefit! Therefore, it is highly recommended that the resident maintain the apartment, including the fixtures and appliances, in good condition and order by keeping them clean.

Also, by always keeping your apartment clean, especially the kitchen, this will help avoid the attraction of undesirable insects, and/or rodents. Should a situation develop in which this problem occurs or is present, the resident shall be held accountable for the necessary extermination. An apartment will never have problems with the development of unwanted insects, and/or rodents, if it is kept clean and sanitary.

When you do undertake cleaning in your apartment, please be sure to follow these guidelines in order to avoid damaging, i.e. discoloring, scratching or deteriorating, a surface:

#### ***Take Note***

- **Do not use any steel wool on any surface of the appliances or fixtures.**
- **Do not use a knife or razorblade or any pointed or sharp objects.**
- **Do use "elbow grease", i.e. scrub and exert appropriate pressure when sponge cleaning.**

### In The Kitchen

Range/Oven: Use only Easy Off brand oven cleaner or similar type brand oven cleaner. Follow the directions on the can/container. Note: Some of the knobs and controls on the range/oven are not suited to the use of this product. Instead, use Dawn brand liquid dish soap. It is an excellent degreaser. Do not use any steel wool on any surface of the appliances. Do not use a knife or razor blade or any pointed or sharp objects on the appliances or surfaces, inside or out.

Refrigerator: Use only soap and water, i.e. again, Dawn brand dish soap is very good. Do not use a scouring soap/powder on the surface, as this will possibly discolor or scratch the surface. If you need to do any defrosting at any time, allow the freezer to defrost naturally. Do not use any ice pick, or any other object that is sharp, pointed or has an edge, on the inside to loosen ice.

Range Top Fan Unit: Use only mild soap and water. You should change the metal colored filter at least once every couple of months and put in a new charcoal filter if you start to smell an excessive amount of odor from cooking, as this means the charcoal filter is probably neutralized from use.

Wood Surfaces: We recommend Murphy's brand or Pledge brand oil soap wood cleaner.

Faucets: To regularly clean, use only mild soap, warm water and a soft cloth. To remove built-up hard water lime or soap scum deposits (whitish colored and crusty) use the soap scum remover X-14 brand, but do not spray the remover on any clear knob handles and levers. Use of these cleaners can result in cracked or severely damaged handles. If over spray gets onto the handles, immediately wipe them dry with a soft cotton cloth. Do not use any abrasive cleaners like regular Comet, New Comet, Soft Scrub, etc. as this will scratch the chrome surface, for which the resident will be held accountable for the replacement of the fixture(s).

Sink: Use only a non-abrasive cleaner, such as New Comet, Soft Scrub or Bon Ami (Bon Ami is available at Outpost Natural Foods, 100 E. Capitol Dr., Tel. 414 961 2597), or other similar cleaner. Never use steel wool, however fine, on the surface of the sinks or bathtubs, i.e. baked enamel surfaces. Do not use any cleaner with ammonia!

### *In The Bathroom*

Bathtub: See "sink" above under "In the Kitchen".

Faucets: See "faucets" above under "In the Kitchen".

Tile: Use X-14 mildew stain remover or other similar cleaner. This works especially well in-between the tiles on the grout, the substance that holds the tiles together. Again, if you allow the mildew to build up and if you don't clean it on a regular basis, it becomes much more difficult to clean.

### *Carpeted Areas*

Carpets: Use a standard carpet cleaner. The best way to clean the carpeting is to rent a machine, using a water/cleaning solution application/extraction method, or you can hire to have this done. Consult the yellow pages or check the newspaper. We recommend that you use a store-bought carpet cleaner in a can and spot clean, the night before, those areas that are especially dirty, which are usually the high traffic areas, and for those areas that have spots or stains. In any case, do not flood the carpeting with water. When placing plants directly onto the carpet, you must use an underneath dish to capture water and/or plant liquid run-off. In any event, tenant is responsible for any damage to carpeting as a result.

### *Kitchen Floor*

If You Have A Linoleum Floor: Use a mild soap and warm water solution and lightly scrub with a "net" sponge!

*If You Have A Simulated Wood (Laminate) Floor:* Use a mild soap and warm water solution. Here are the DO'S and DON'TS for this type of floor care:

**DO** spring clean with a well-squeezed damp mop and Armstrong Once 'n Done No-Rinse Floor Cleaner. Use the lowest dilution ratio, and do not flood the floor.

**DO** remove tough spots like shoe polish, tar, asphalt driveway sealer and glue with nail polish remover (containing acetone). Then wipe with damp cloth.

**DO** sweep or vacuum regularly, if you bring in sand and dirt, since they can possibly scratch the floor.

**DON'T** use soap-based detergents or "mop-and-shine" products. They'll leave a dull film

**DON'T** use abrasive cleaners, steel wool or scouring powder. They'll scratch.

**DON'T** wax or polish your floor.

If you ever by accident break any dishes or containers where there are broken pieces with resulting sharp edges, do not step on the broken pieces, as the sharp edges will gouge the surface floor, for which the resident will be held responsible.

### *Bedrooms*

*Metal Closet Doors And Shelves:* Use a mild soap and warm water solution. You may want to use a toothbrush to reach the edges, etc. Be sure to rinse with water and thoroughly dry.

### *Maintenance*

The resident is responsible for properly maintaining and caring for the apartment (excluding normal "wear and tear"), including all the fixtures and furnishings. This means that the resident's improper use of any facilities provided by the building shall be the responsibility of the resident. For example, if a resident improperly uses the oven/range to heat his/her apartment, the resident would be held accountable for any damages either as a result of fire or an undue amount of wear on the appliance's components. The intended purpose of such an appliance is not for that use

### *In General*

Please read the directions that appear on the label of the products you are about to use. If there is a contradiction between the directions in this section and the directions listed on the product you are about to use, then defer to the directions on the product or consult Day Co. Also, if you are unsure about the use and effect of any particular product, it is a good idea to test a small area of the surface in a non-visible place and examine the results. If the surface is not damaged, then proceed.

# Laundry Facilities

## Laundry Room Etiquette

Please be considerate of others and make sure that you time your load cycle, so that as soon after your washing/drying is done, you either come down and pick it up, or transfer it to one of the dryers. Please use the washing/drying duration time charts listed below and keep an eye on your clock or watch so that you will have an idea as to when your load will be done.

It is a common laundry room practice, and one which is followed at 3055 Oakland Avenue Apartments, if a wash load is done and another resident wishes to use a washer/dryer when all the machines are filled, then a finished load remaining in the washing machines may be removed by the resident waiting to use the machine and placed on the table, or in the resident's laundry basket/holder, if one is present right by the machine. For the dryer, the clothes may be placed on top of the machine, or in the resident's laundry basket/holder, if one is present right by the machine.

## Washers

Three commercial type Maytag washers are located in the laundry room. The cycle time (approximate), depending on the fabric selector, is as follows:

| Fabric Selector                | Duration   |
|--------------------------------|------------|
| White - Colors - Bright Colors | 25 Minutes |
| Permanent Press                | “          |
| Wool - Delicate                | “          |

**Do not overload the washers.** Do not compress the clothes in the tub together. Your clothes must fit loosely in the tub and must not exceed in height beyond the last row of small holes located along the side of the tub. Putting too many clothes in the washer places an undue amount of strain on the motor, belts, drive and related components, which usually results in more down time, and can lead to overheating and smoking (see below). Also, abuse of the washers/dryers will lead to an increase in the price charged per load. Help us keep down the price!

**You may not use the washers to launder comforters, or similar type articles such as sleeping bags, pillows or any other large, bulky, or non-clothing type items, etc.** They take up too much space, given their size and composition. During the spin cycle, as the water is spun out of the article, its size increases, or "fluffs" out. The result with a comforter, for example, is an expanded size, which prevents the rotating arm of the washer to operate freely, and thus correctly. This then creates an excessive amount of friction on the rubber belts underneath the washer, which leads to the belts heating up and starting to smoke due to the friction. This can cause a fire. Therefore, any resident who is observed washing a comforter or other similar article in the washers will be compelled to remove it, due to the dangerous situation which this may create. Such resident and will then be subject to a \$35.00 damages charge to cover the increased wear and tear on the machines, in addition to any other damages caused as a result of fire, etc.

We also request that you exercise care and caution when pouring liquid laundry detergent so as to not drip it on the machine or floor, or allow it to run down the outsides of the machine. Liquid laundry detergent will deteriorate the paint on the floor and, over

time, will damage the finish on the machines. The same goes for powdered detergent, once it gets wet. So, please measure carefully and direct your liquid/powder into the tub carefully! If you happen to drip liquid or spill powder laundry detergent, please clean up after the incident.

Dryers

Three commercial type Maytag dryers are located in the laundry room. Each dryer is individually vented with rigid aluminum ductwork, thus providing maximum drying efficiency. The cycle time (approximate), depending on the size of the load and the fabric selector, is as follows:

| Fabric Selector                | Duration   |
|--------------------------------|------------|
| White - Colors - Bright Colors | 40 Minutes |
| Permanent Press                | 35 Minutes |
| Wool - Delicate                | “          |

Each dryer has a removable lint screen. Although directions directly on the screen state that the screen's lint should be removed before each use, as a courtesy to the next resident, we ask that you remove the lint after your use. Please make sure your lint is placed within the confines of the space of the bag provided for such purpose; avoid dropping lint particles or bundles to the sides or over the edges of the bag top. You may not clean the lint screen in the wash basin; any resident doing so will be charged \$35.00 as damages for improper use of the sink, plus any additional costs or damages as a result of the sink becoming clogged.

Only one load from washer to dryer is allowed. Please do not place two loads from the washers into one dryer. Again, putting too many articles in a machine places an undue amount of strain on the motor, belts and rollers, thus causing an excessive amount of wear and tear, which may result in an increase in the price charged per load to cover the additional costs incurred. Help Day Co. to keep down the price charged per load by not abusing the machines!

*Take Note*

- **The paper bag opposite the washers and dryers is to be used only for lint from the dryer screen, used softener sheets, empty detergent bottles and boxes, but nothing else.**
- **Do not throw food or food wrappers, any liquids, i.e. soda cups or cans, etc. in this bag.**
- **Do not throw your personal garbage from the apartment in this bag. Please take it to the dumpsters in back.**

*NOTICE:*

- **DO NOT move the dryers for any reason. If you happen to drop a coin and it falls in-between or under the machines, simply notify Day Co. and you will be reimbursed for the coin(s)!**

# Heating & Air Conditioning

## *About this section...*

3055 Oakland Avenue Apartments has designed and developed this section in order to explain to you the heating and air conditioning system for your apartment.

3055 Oakland has a relatively advanced and sophisticated "zoned" heating system, which allows each resident to individually control the level of heat to his/her apartment.

Our goal is for you to feel comfortable and satisfied with your environmental surroundings, whether it is 20 degrees below zero outside, or hitting 90 degrees above, your apartment should be warm and cozy when it's cold, or cool and crisp when it's hot.

Remember, it is important for you to let us know if the heating or cooling controls for your apartment need any adjustment.

We look forward to hearing from you...

## *To satisfy everyone's needs...*

3055 Oakland Avenue Apartments strives to provide the most pleasing and comforting surrounding for everyone in the building. That is our goal.

As you can imagine, trying to please everyone can often be a most daunting task, but one which we welcome and do our very best in which to succeed.

It is our philosophy and belief that if there is any unsatisfied resident, our efforts must be re-energized in order to rectify the situation and meet the resident's needs.

Given the very nature of environmental control (the heating and cooling of your apartment), it is often a more complex and involved process and situation than meets the eye. Even though we understand that a resident may not be particularly interested in knowing all the aspects of how a building is heated or cooled, because most people simply want to flip a switch and leave the rest to the system, we feel it is important for you to have some knowledge about this aspect of the building. It's an integral part of your apartment.

We believe that providing you with this information will help you to better control your heating and air conditioning system.

Simply put, we have prepared this section, so that you can make the best decisions.

## *The Basics*

By knowing the processes behind how the building gains and loses heat, you will be able to learn and *understand* the control of the thermostat and what is most suitable for you.

So, please take a moment to read the information presented below, so that you will be in a better position to establish and maintain the greatest level of comfort in your apartment.

If you are ever unsure about anything, or have a question, be sure to ask a member of management, as they will be most happy to help you and do their best to answer your questions.

## *ABC's Of the Heating Process*

Although every building, its structure and layout, and its heating system are different, there are some basic concepts of heating that you should know:

- A. A building gains and loses heat depending on several factors, including the outside temperature, the inside air temperature, also known as the ambient temperature, or the temperature you "feel" when you walk into a room, and the inside structural temperature, the temperature of the walls, floors, ceilings, furniture. These items can retain heat and also lose heat, often much slower than that of the air. A heating system first heats up the air, and next the structure. It follows that it's much easier to heat up the air than the structure. Conversely, the structure retains the heat much longer than the air.
- B. In order to best heat a room, control and/or sensing of all three of the factors listed in "A" above are required. We can control the latter two, but only take into account and measure the first factor, the temperature of the air outside. The heating system for 3055 Oakland Avenue factors in the following for control of the heating:
  - 1. The temperature outside.
  - 2. The inside air temperature.
  - 3. The temperature of the water used to heat your apartment.
- C. It is important to minimize any large "swings" in the temperature change of an environment, simply because more energy consumption and an unequal balance of energy dissipation and creation takes place when such "swings" occur.

*All degrees are presented in Fahrenheit (F) and Celsius (C).  
The symbol ("°") represents degrees in temperature.*

## Heating

### **Method of Heating**

3055 Oakland has a relatively advanced and sophisticated "zoned" control heating system. The heating elements are located along the base of the walls of your apartment that coincide with the exterior walls of the building. The actual method of heat release is via copper pipes carrying hot water at a temperature of ~160-190°F (71.7-88.5° C). As the hot water passes through the pipes, heat is radiated from the wafer-like or spiral type elements attached to the pipes.

Although the supply of heat for each apartment is what is called "common", because a main line serves a group of 3-6 apartments, the return line is individually controlled via a "zone valve", which allows you to regulate how much heat your apartment will receive.

It is important to note that, since this zone control system allows you to regulate your apartment heat, the opening of a window is not permitted. And because the supply of heat is common, it is possible for the opening of a window in one apartment to have an indirect adverse effect on the heating system, and thus the provision of heat to yours and other apartments. Therefore, a non-compliance monetary charge may be applied to the apartment per occurrence for the opening of a window due to the fact that the provision of heat is "common" for all the apartments. If your apartment is too hot, use your thermostat to regulate the temperature!

## Comfortable Temperatures

For most people, we have found that an average degree temperature of between 70-71°F (21.1-21.7°C) is comfortable. As with any heating system, the temperature will fluctuate usually 1-2° around any degree that is set on a thermostat, and when the weather is at its more extremes, the variance can be 3-4°.

## Regulation Temperatures

According to the City of Milwaukee Code, your apartment has to be maintained at a temperature at least equal to 67°F (19.5°C).

## Using Your Thermostat

*(Some apartments have 70°F (21.1°C) pre-set thermostats.)*

Your thermostat is a precision control device, which both measures the temperature of your room and regulates the heat coming into your apartment. The temperature being measured is represented by the dial or "read out", which is the indicator that cannot be moved by a lever, rotating a dial or pushing a button on a pad.

As with any electromechanical or electronic device, there is a slight variance between its ability to measure and its ability to control. With thermostats, this variance is usually 1/2° to 2°, depending on when a thermostat was last calibrated or "fine tuned". For example, even though your thermostat may read "69°", it could actually be anywhere between 67°F (19.5°C) and 71°F (21.7°C). Keep this in mind as you adjust your thermostat. In most instances, it is important to only slightly adjust the control. Moving the control 5-6° higher, or lower, will then "swing" up the heat of your apartment, or dissipate (a gradual "swing") it down, respectively. Then, approximately 60-120 minutes later, which is how long it usually takes a moderately pre-heated room to change in temperature 5-6° once the system has responded and the room is heated, you will probably feel too warm and then will want to turn the thermostat down, or up, respectively. This is why it is best to only adjust the thermostat in increments of 1-2°. The exception to this when you have been away for several days and had turned down your thermostat to 65°F (18.3°C) and are now returning and you want it higher. Never set the thermostat below this.

Keep in mind that any heating system usually has some set upper limit, in order to minimize any of the possible "swings" noted above. So you will probably not be able to achieve a temperature beyond 71-72°F (21.7-22.4°C).

Turning your thermostat up "really high" will not heat up your apartment any faster; it's not like an accelerator!

## Setting Your Thermostat

To set your thermostat for heating, you must have the "COOL • OFF • HEAT" switch set to "HEAT", and the "FAN • AUTO" switch set to "AUTO". Next, set the movable switch or dial or press the buttons, whichever you have, to the temperature 70°F (21.1°C) [the most popular setting]. That's it!

## *Frequently Asked Questions*

### *(And Their Answers)*

**Q: My thermostat is switched to both "heat" and "auto", but I feel only a little or no heat coming from the baseboard elements. Is it working?**

A: There are three points that you should understand about the building's gas hydronic baseboard heating. **First:** This type of heating is very efficient, which means that heat won't "pour out" of the register, but instead radiates out. Heat is built up in the apartment through a slow and steady production of radiated and convected heat. Because this system is relatively more modern than the old radiator style heating, it is friendly towards the environment by helping to conserve energy and the natural resources of the planet, but requires the active participation and understanding of the residents in judiciously making the best use of the heating provided. **Second:** Because the heating is both radiant and convected, it provides the best way of heating an entire room, not just the middle and upper parts of it. So, generally, baseboard heating tends to provide a warmer floor than that of forced air, but about the same, although in some cases slightly better, as the "old style" radiator-type heating. **Third:** In some situations, during the initial period of the change in the environment from warm temperatures to that of cooler to cold temperatures, the entire system may enter into a WWSD (Warm Weather Shut Down) mode automatically whenever the outside air temperature becomes quite warm either at the beginning or ending of each heating season, as can often be experienced in Milwaukee, and rises above a certain pre-set degree temperature; your thermostat's control is overridden in this mode. This mode engages during the transition period at the end of the cold weather heating season around April of each year and the beginning of the heating period during October and November.

**Q: I open my window only a little bit for "fresh air" or to cool my apartment because its too hot, but then my apartment is not warm enough, even after I have closed the window.**

A: Unfortunately, this is a contradiction in conditions. One can't possibly expect to have a warm room, if a window(s) is/are left open. The physical laws of thermodynamics tell us that any two systems in which a temperature difference exists, the elements of each system will attempt to equilibrate any such difference, and because there exists a great deal more cold air with greater density on the outside, the opening of your window (even leaving a small crack) will result in cold air infiltration to the room at a dramatic rate. It's like asking the wolf over to dinner when all the guests are lambs. In simplistic terms concurrent with the analogy provided, the cold air can't wait to "eat up" the warm air inside your apartment. You should be aware that it is of relatively little difference how much heat is delivered to an environment if cold air is either allowed (by the opening of a window) or infiltrates (as a result of poor insulation and/or weather-stripping) into a room. Weather-stripping at the building is always replaced when it is known to be defective or old. Also, be sure to set the thermostat at the temperature you really want.

Remember, turning your thermostat up really high won't provide more heat; it's not like an accelerator! [Read in detail the section in your handbook about "heating" for a basic primer on how a building gains and loses heat to further understand this aspect of the building.]

Hint: For improved air quality, keeping several plants, especially those with large type leaves, in your apartment may help to replenish the grade and quality of oxygen in your apt.

**Q: My thermostat reads 70-71°F (21.1-21.7°C), but I still feel cold.**

A: Most people find this degree temperature range to be in keeping with the norm. The building "shoots" for maintaining a temperature of this degree at all times, even though the code requires a minimum of 67°F (19.5°C). In some instances, depending on the location of your apartment in the building, but mostly by making sure that your windows are closed tight at all times, creating what we call a *Posiseal* around the windows, which is possible with the new weather-stripping that was installed in all apartments, and by making sure that no cracks exist, you may be able to obtain a temperature slightly beyond this range.

*Conscientious about the Environment?*

For those individuals who are environmentally conscious, you may choose to "turn down" the heat if you will be gone for several hours or long periods of time, such as for the day (6-8+ hours), for a few days or for a vacation. In this case, people usually "turn down" their thermostat to 67°F (19.5°C) if they are gone for the day (9 a.m. to 5 p.m.), or to 65°F (18.3°C) if they are gone for several days or are on vacation.

*System Activation & Operation Dates*

You must never completely turn off your heating system, i.e. by setting the switch to "OFF", when the building's central boiler and pump are activated; this can cause the pipes in your apartment to freeze, thus damaging them.

Once the heating system for the building is activated at the beginning of each cold weather season, the resident is responsible for making sure that you move your switch on the thermostat from the "OFF" position to the "HEAT" position. Also, be sure to switch your thermostat from the "HEAT" position back to the "OFF" position at the end of the heating season, once the heating system for the building is turned off. If the resident fails to turn the heating switch to "OFF" at the close of the cold temperature season and damage results to the thermostat and/or the heating zone valve for your apartment, the resident would be held accountable for the cost of repair, labor and/or replacement, etc.

The building's heating system is usually engaged, depending on the weather, towards the end of October beginning of November, and left in operation for the duration of the Fall and Winter seasons. Usually, when the room temperature in any apartment falls below 70°F (21.1°C) for significant periods of time, the system is then activated. The system is turned off sometime between April 15th to the 30th of each year.

Please be aware that when the heating system is in operation, it is automatically regulated by a microprocessor-based electronic control system.

NOTE: Landlord is not required to provide heat when tenant is wasting it, i.e. by tenant opening and/or leaving a window and/or windows open.

Additionally, nothing in this Topic section shall be construed as obligating the landlord to provide heat above and beyond the temperature required by code, which is 67°F (19.5°C).

### *Air Conditioning*

*Generally, the same operational principles of heating apply to cooling, although in reverse.*

#### **Components of the Cooling System, Including the Fan Unit**

Your air conditioning system (AC) runs on your electric current. There are two components that make up the system. The condenser unit is located on the roof of the building. The fan unit is located in your apartment above the ceiling and is in the hallway between the front door and the bedroom in a 1 bedroom and in the hallway between rooms in a 2 bedroom.

The fan unit operates either in conjunction with the condenser unit or by itself just as a re-circulating fan. The fan does not bring in outside air!

#### **Replacing the Filter**

The vent for the fan unit makes use of a replaceable air filter, measuring 25" x 20" x 1", which is accessible by way of a metal swing-down panel. It is hinged on one side and is secured in place by a "fan" nut. In order to replace the filter, you must first unscrew the 2-4 "fan" nuts. Be careful to unscrew the nuts located on the side of the hinge first; that way when you loosen and take off the other two, it will be easier.

#### **Requirement**

The resident is required to change the filter on a regular basis, because the filter accumulates dust and particulates quite quickly, and will vary in accumulation depending on the amount of use made of the fan unit. Failure to change the filter and maintain a clean filter in the fan unit access panel can lead to the refrigerant lines freezing, because not enough air is allowed to circulate over the coils, because the dust accumulation on the filter blocks the free passage of air. If the resident does not change the filter accordingly, management may, at its own discretion, undertake the filter change itself and bill the resident accordingly. In addition the resident will be subject to being held accountable for any damages which may result from the resident failing to change the filter in a timely manner and make sure it is clear and clean.

Simply vacuuming a filter and putting it back in place is not considered satisfactory and would not be deemed proper procedure by the management; vacuuming does not eliminate embedded dust trapped inside the filter.

#### **Setting Your Thermostat**

To avoid compressor damage, do not operate the cooling system when the outdoor temperature is below 60°F (15.6°C).

To set your thermostat for cooling, you must have the "COOL • OFF • HEAT" switch set to "COOL", and the "FAN • AUTO" switch set to "AUTO". Next, set the either movable switch or dial to the degree temperature 78°F (25.6°C) during the day and 82°F (27.8°C) at night [the temperatures most people find comfortable], and that's it! DO NOT set the temperature to a very low temperature, i.e. below about 72-73°F (22.2-

22.8°C), because this will result in the compressor on the roof staying continuously on, which is not good for the A/C system, as it places too much strain on this component. Plus, the purpose of the thermostat is to cycle the system on and off in order to maintain the temperature set on the thermostat, and thus save energy and the resident money! If you do not experience cooling, check the circuit breakers. If you have a round digital thermostat, this model has a couple minute delay feature, so your air conditioner will start a couple minutes after moving the switch. In addition, the digital round thermostats have a five (5) minute delay feature in order to protect the compressor from damage. If you don't experience cooling, wait five minutes before trying to manipulate the thermostat.

**Don't Waste Money, Keep Your Electric Bill Down!**

When you're going to be away from home for a few days, or when outdoor temperatures are moderate, don't let the air conditioner run unnecessarily. Raise the temperature to 85°F in the summer. We recommend that when you are home that you set the temperature at 78°F, which is a comfortable degree. Raising the temperature even 1 to 2 degrees can add significantly to your electric bill. Be wise and set your thermostat as high as possible and yet still relatively comfortable for you. When you are gone, remember to deactivate the air conditioner. It usually only takes about 15 minutes to reach the desired cool temperature after you return, but you'll be saving a bundle! As the old saying goes, be wise and economize.

*Thermostat Settings Chart for Heating/Cooling*

| Cool • Off • Heat                                                      | Fan • Auto | Result                                                                                                                                                                                        |
|------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COOL<br>Do not operate when outdoor temperature is below 60°F (15.6°C) | AUTO       | Compressor starts and is on; fan and AC cycles on/off automatically and system maintains the temperature set on the thermostat. <b>ONLY SET AT OR ABOVE 72-73°F (22.2-22.8°C). See above.</b> |
|                                                                        | Fan        | Same as above; fan is always on.                                                                                                                                                              |
| HEAT                                                                   | AUTO       | Heating starts and system maintains temperature set on the thermostat. <b>NEVER</b> set it or allow the temperature in your apartment to fall below 65°F (18.3°C).                            |
| Heat                                                                   | Fan        | Heating is <b>NOT</b> on. Only fan operates. <b>ONLY USE DURING COOLING SEASON.</b>                                                                                                           |
| Off                                                                    | Fan        | Fan is on. <b>Only</b> use in Summer.                                                                                                                                                         |
| Off                                                                    | Auto       | Nothing. <b>Only</b> use in Summer.                                                                                                                                                           |

## Parking

All parking at 3055 Oakland Avenue Apartments is assigned and reserved according to license plate number and space number or letter. There are 20 Indoor Garage spaces and 8 Outdoor Off-street spaces, plus 1 space for a motor cycle or similar mode of transport in the back between the telephone pole and the building; this space offers a reduced rate. Remember that if you are not authorized to park in a space, do not attempt to use one, as the parking is carefully monitored and any unauthorized vehicle is subject to being towed and/or a \$125.00 Unauthorized Parking Fee and damages amount being charged. Also, remind your friends and visitors/guests of this policy. Note: If you would like to apply for parking, please contact Day Co. to obtain the necessary form; using parking without having applied, AND your application being approved in writing, will result in charges/fees to the resident.

Only those tenants using the garage may use the driveway leading to the parking garage. However, no vehicle may be parked or permanently stationed in the driveway for any length or period of time. A vehicle may stand in the driveway only if it is in the process of either entering or exiting the garage.

### Unauthorized Parking

The landlord and/or Day Co. are not necessarily responsible for unauthorized cars parked in your space. The Parker, the individual duly authorized by the landlord to park in a space subject to a parking application being on file with the landlord, is authorized to park in the space in exchange for payment of rental. The space is actually owned by the landlord. However, there is no express or implied guarantee in regard to the landlord keeping a space free and clear of unauthorized cars parked in your space. In the event that an unauthorized car is parked in your space, the Parker is responsible for calling the towing company and have a car removed.

If the Parker wishes to have an unauthorized car removed from their space, he or she must do so legally by calling a towing company at the Parker's own expense and having the car towed away. If you are charged for towing, in most cases, the towing company will reimburse you for the towing charges once the owner/operator of the car goes to retrieve their car from the towing company. The owner/operator of the car is usually responsible for any additional charges (or all charges if the towing company doesn't charge the person calling), which the towing company charges the owner/operator of the car. Day Co. suggests trying Ray's Towing Inc., 833 W. Waterford Ave., Milwaukee, WI, Tel. 414 481 4355. Ray's usually charges about \$100.00 to tow a car. However, this listing provides no endorsement or guarantee and is simply provided as a convenience for the resident.

Day Co. reserves the right at any time to have an unauthorized car ticketed and/or towed. Therefore, in order to avoid confusion, the resident must call Day Co. at 414 964 8100 and leave a message informing management of any car that is different than the one listed on the Parking/Application and/or Lease Agreement. In your message, please provide the license plate number, make, model, color and an estimated number of days that the car that will be temporarily stationed in your spot. Such notice must be made at least 24 hours in advance. If you don't notify Day Co. at least 24 hours in advance, management is not responsible for the consequences, but you should still call and advise Day Co. in any case.

Day Co. will impose a damages charge of at least \$75.00 for any car parked without prior written authorization as an Unauthorized Parking Fee for making use of the space and the added/additional administrative activity/work required as a result. This fee/damage charge must be paid by tenant and/or the owner/operator of the subject motorized vehicle. Tenants are responsible for guests/visitors/invitees; such fee must be paid to Day Co.

NOTE: Nothing in this section shall be construed as a waiver of Day Co. to any private property rights of landlord with reference to any individual and/or government agencies. Landlord may, at his or her own discretion and in his or her own interests, exercise any and all of his or her rights, controls, privileges, remedies, freedom of right to control one's own destiny, or any other right inherent to that of private property.

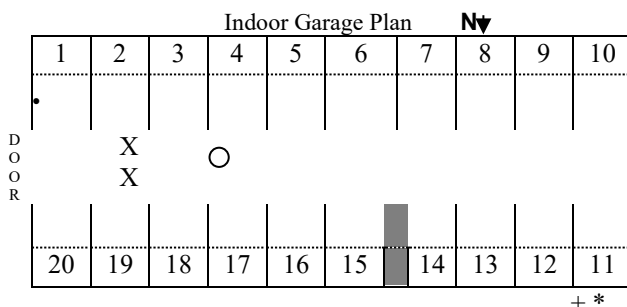
### *Indoor Garage Parking*

If you are using the Indoor Garage Parking, keep in mind the following:

- a. Tenant may not use the parking space for storage purposes. This means that you cannot leave any items along the wall in the front or by the sides of the car within the space of your area. Items such as tires, cans of oil, tools, batteries, cables, chords, etc. may not be left in your space area.
- b. Your welcome to wash your vehicle inside the garage, but please remember that other residents may be entering and exiting, so kindly park off to either side, and if your car is blocking the way, be prepared to quickly move your vehicle.
- c. If you use the hose, you must make use of the spray nozzle in order to shut off the water at the end of the hose when not in use, and to not waste water. Also, station your car as close as possible to the sewer drain and be sure to hose off any dirt/grime from the pavement, which has been washed off of your car, into the drain. When done, you must return the hose the way you found it, neatly wound as much as possible. The fan is located in the Northwest corner of the garage on the North wall. The switch is located just to the right of the fan. There are three positions for the toggle switch. The bottom position is "HIGH", the middle position is "OFF" and the top position is "LOW".
- d. There is a wired control switch for the main automobile garage door that allows you to open and close the door from that switch. There are three buttons on the control: "OPEN", "STOP" and "CLOSE". In order to open, and keep open the door, push "Open" and allow the door to almost reach the top, and then push "Stop" in order to stop it in the tracks before it completely opens. If you do not push "Stop" and the door goes completely up, after approximately 5-7 seconds, the door will start to come down again automatically. So, in order to make sure the door is in the correct mode, be sure to wait about 15-20 seconds and see if the door stays in the permanent open position before traversing the doorway. To close the door, simply push "Close".
- e. Tenant may not leave a car with the motor running. Tenant may only have the motor running if it is in the process of physically moving while in the normal course of maneuvering (the least amount possible) in the garage while in the process of entering and/or exiting the garage and then proceeding and/or leaving tenant's parking space.
- f. We recommend that you keep the garage fan on while you will engage in any extended activity within, including washing your car, in order for the air to be cleared as much as possible. The fan is located in the Northwest corner of the

g. There is a wired control switch for the main automobile garage door that allows you to open and close the door from that switch. There are three buttons on the control: "OPEN", "STOP" and "CLOSE". In order to open, and keep open the door, push "Open" and allow the door to almost reach the top, and then push "Stop" in order to stop it in the tracks before it completely opens. If you do not push "Stop" and the door goes completely up, after approximately 5-7 seconds, the door will start to come down again automatically. So, in order to make sure the door is in the correct mode, be sure to wait about 15-20 seconds and see if the door stays in the permanent open position before traversing the doorway. To close the door, simply push "Close"

- h. Tenant may not leave a car with the motor running. Tenant may only have the motor running if it is in the process of physically moving while in the normal course of maneuvering (the least amount possible) in the garage while in the process of entering and/or exiting the garage and then proceeding and/or leaving tenant's parking space.



- O Location of drain.
- X The best place to position your car for washing down dirt/grime into drain.
- \* Location of fan.
- + Location of switch to operate fan.
- Location of 3-button control to open/close door, to keep door open extra long.

## Indoor Garage Security

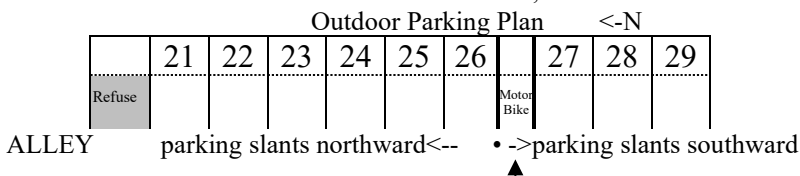
In order to insure that the garage is always safe and secure, when you exit the garage in your car, you must position your car on the pavement outside between the door and the sidewalk, until the garage door closes completely, actually touching the ground, before you can drive away. In the event a tenant does not follow this policy the resident's Indoor Parking Garage lease will be immediately terminated, but the resident will still be responsible for the rental payments through to the end of the lease term or until the space can be re-rented. In addition, a \$25.00 damage charge will be made to the tenant for tenant breaching the building's security policy. No warnings, exceptions or waiving of the charge or the policy will be made.

## Outdoor Off-Street Parking

### **IMPORTANT Security**

DO NOT leave any articles such as mobile telephones, CD's, cassettes, sunglasses, wallets, etc., including anything which seems inconsequential in value in your car for any length or period time. Do not leave anything either sitting in plain view on the seats or which appear to be hidden from view, such as under a blanket, etc. In fact, it is best to leave the dashboard, cubbyholes, seats, floors, back seat upper shelf area, storage cubicles/areas, etc. in your car completely free and clear of any items. Lock your car when unattended.

**WARNING NOTE: ANY STEREOS, RADIOS, ETC. OR OTHER ELECTRONIC EQUIPMENT SHOULD BE OF THE REMOVABLE TYPE, THE TYPE YOU CAN COMPLETE REMOVE FROM THE CAR. IF LEFT IN THE CAR, INCLUDING REMOVABLE FACE PLATE TYPE STEREOS, IT IS AT YOUR OWN RISK!**



<--Kenwood Blvd.

Telephone Pole ^

E. Linwood Ave.-->

Note: To park in spaces "21" through "26", enter the alley from Kenwood and exit onto Linwood. To park in spaces "27" through "29", enter from Linwood and exit onto Kenwood.

### Indoor Garage & Outdoor Off-Street Parking

1. All parking is assigned and reserved according to license plate number. If any automobile is parked in a space without prior written authorization, the vehicle is subject to being ticketed by the Milwaukee Police Department, and/or towed; the towing company charges ~\$100.00 to release the car. If you would like a friend or guest to use your space, you must call 414 964 8100 at least 2 days in advance. You must provide your name, apartment number and the license plate # of the car. If you notify Day Co. less than 24 hours in advance, Day Co. is not responsible for the consequences, but you should still call and notify Day Co.
2. If you use the Indoor Garage, when leaving the garage, you are required to position your car and wait at the driveway exit outside, between the door and sidewalk, until the garage door closes completely, actually touching the ground. The amount indicated in your Lease Agreement (LA) applies for each noncompliance as damages in breaching the security of the building. Violators will face having their LA terminated by Day Co. The resident is still responsible for rental payment(s) of the space through their rental period until it can be re-rented.
3. Residents using Outdoor Off-Street parking must shovel the snow for their space.
4. Your parking space may not be used for storage purposes, i.e. tires, cans, oil, batteries, gas or anything else.
5. All vehicles must be kept in running condition. No leaking gas and/or odors emanating from a car are permitted. Tenant must park their car on the street until this situation has been remedied. No excessive leaking oil is allowed.
6. Tenant may not perform any service and/or maintenance work on any vehicle, either motorized or non-motorized.

## Moving Out

3055 Oakland Apartments (3055 Oakland) has developed this section for when you are getting ready to move out of your apartment. The checklist shown below is designed to guide you in cleaning the apartment in order to facilitate the steps necessary for the processing of your security and cleaning deposit. Please note that although we try to make the list as all-inclusive as is possible, special circumstances and/or certain situations and conditions could not possibly be covered. This should serve as a general guide for you and help to make completing your residency at 3055 Oakland as smooth and easy as is possible.

In cleaning the apartment, you should plan on spending about 2-3 days, depending on how many people are involved, the time you have spent in the apartment, whether cleaning has been done on a regular basis while living in the apartment, and the processes you use. "Wiping Down" as a cleaning method is not acceptable. Your cleaning must pass the "flash light" test, i.e. if a flashlight is used to illuminate the area, will anything be visible? Keep this in mind!

Experience dictates that you should start your planning and set a schedule well in advance. Leaving everything to do for the last minute, or last day, usually results in the tenant holding over past the vacancy date and time, for which the tenant will be held accountable for the charges, i.e. double the pro-rated per day rate based on the monthly rental of the apartment. Therefore, residents are strongly recommended to make sure you have completed everything, including emptying your storage locker before 12:00 noon on the last day of the month. If a resident at all feels disinclined to properly clean, we recommend that you hire a cleaning service to undertake any and all cleaning necessary. If you hire a service, be sure to instruct them that cleaning must include surface and BUILD-UP removal of grease, dust, dirt, etc.

Once you are ready to leave, then:

1. Make sure that you have properly and thoroughly cleaned everything in the apartment, carefully following the directions in this section.
2. Make sure that any damages have been properly corrected and/or repaired.
3. Be sure to provide your new and/or forwarding address on Moving Out Reconciliation Form #17. Complete either an electronic or paper form (request a paper form from Day Co. well in advance of your leaving, i.e. at least 14 days) form, leaving the white copy in the kitchen in the either drawer next to the sink, along with all of your keys and the garage door remote control, if you used indoor garage parking, and keep a copy for your records. When you leave the apartment for the last time, lock the doorknob, pulling the door closed behind you.

You must include with this form, either of the following regarding:

### **Carpeting Cleaning**

- A. An original paid receipt (always make a copy and keep it for your own records) from the carpet cleaning service, OR
- B. A check in the amount of \$110.00 for a 1-bedroom or \$160.00 for a 2-bedroom to cover the costs and administration of cleaning the carpeting.

## Wall Painting

- A. An original paid receipt from the painting service, if the walls were scuffed, marked, gouged, scratched, dirtied (which couldn't be cleaned) or otherwise marred in any way, OR
- B. A check in an amount enough to cover each wall that needs to be painted based on \$.35 per square foot, taking the length of the wall times the height of the wall (LxH) and multiplying that number, the total square footage, by \$.35 to arrive at the total dollar amount to be submitted.

This procedure must be completed on or before 12:00 Noon on the final day of occupancy permitted, as indicated on your Lease Agreement under "Term", "Ending". If the resident stays over, even one hour, the resident will be charged by Day Co. twice the pro-rated rental amount for that and every day that the resident "holds over".

4. The burden falls specifically upon the departing resident to make sure all areas have been properly cleaned and any damages corrected. If a staff member determines that any item lacked proper cleaning or damage is discovered up until the return of the deposit, a record will be made and the deduction taken up and until the actual deposit amount is returned on or before the 21st day after vacancy.

Feel free to contact us if you have any questions or need additional information as you plan your moving out and the subsequent changes involved.

Finally, as you prepare to leave the apartment, we always want to know if there is something which we could have done better or if there is an area in which we need improvement in managing and maintaining the building and/or the apartment. Feel free to use the backside of the Moving Out Reconciliation form to provide any comments you might have.

And please know that any comment/criticism/suggestion you might make will be kept confidential and treated in a manner consistent with Day Co.'s fairness standards and practices.

## Inspection Checklist

An acceptable cleaning includes soap, washing and using a brush when necessary. "Wiping down" as a cleaning method is not acceptable. Please see the *Cleaning and Maintenance* section in this handbook.

### Bathroom(s)

1. Thoroughly clean toilet, including under the rim, the under side of the bowl, the bowl rim, the seat, seat cover, tank front, sides and underside.
2. Clean tub completely of all soap scum, grime and scale buildup. You must undertake more than one application and scrubbing, as this is the only way to really clean the tub. We recommend your using *Scrubbing Bubbles*, or other similar brand cleanser in order to remove soap scum, dirt and grime build up. Use plenty of "elbow grease" in scrubbing the tub clean. The tub should be white or slightly off-white in color after it is cleaned, but not yellowish, grayish, tanish or reddish in color. If the tub is not white or slightly off-white in color, you have not removed all the build-up. Note: In cleaning almost any surface, it will always be possible to remove dirt or build-up; it's only a matter of exerting yourself, applying several applications of a cleanser, rinsing and using extra "elbow grease." Avoid using bleach or cleansers containing bleach.

Alternative brands of cleaners include Comet brand or Soft Scrub brand, but they may leave hazy areas.

3. Remove all mildew from tub, walls, between tiles on the grout, floors and ceiling. A mildew remover must be used. Use X-14 brand, or other similar brand mildew remover. A great deal of "elbow grease" is required to remove build-up between the tiles, especially on the walls above the tub and on the floor.
4. Clean bathtub door channels of all mildew or soap scum build-up. Interior drain slots should be clean and open. Use a toothbrush, preferably a child's size, or a flat-head screwdriver, if necessary, to clean gunk out of the channels.
5. Clean wash basin and counter.
6. Clean medicine cabinet and mirror.
7. Clean floor, including in-between the tiles; use the mildew remover mentioned previously, i.e. X-14 brand Mildew Remover.
8. Clean fan cover; use a non-abrasive cleaner such as Ivory or Dove brand liquid soaps. The center screw unscrews for easy removal and cleaning.
9. Clean mirror. Be sure all streaks, smudges or hazy areas have been removed. Do not use an abrasive cleanser on the mirror. Use a product like Windex brand window cleaning solution and a clean, soft paper towel.

### Kitchen

#### Refrigerator

1. Defrost and clean inside of refrigerator completely; carefully remove drawers and clean under. Unplug refrigerator and prop open doors.
2. Clean top and side of refrigerator of grease, etc.
3. Clean behind refrigerator.
4. Clean seal all the way around doors; use a toothbrush or other small brush.

#### Stove

1. Clean oven thoroughly, both upper and lower ovens. Oven cleaner must be used for interior of oven only (do not use on outside, knobs, handles, etc.); we recommend your using Easy Off brand oven cleaner. For the inside of the oven, spray on the cleaner the night before and allow it to work over night. Remember, keep the kitchen area well ventilated or leave the room. More than one application and sponging may be necessary. Be sure that the oven ceiling is also cleaned. Oven racks have to have all food and dried/burned food residue thoroughly removed; use the oven cleaner. With reference to the surfaces on the outside of the oven, use a strong degreasing liquid soap such as Dawn dish soap or other similar product. And make use of toothbrush or a flat thin edged plastic scraper, which is used to remove tough, dried and/or burnt on food and/or dried liquids. Ask Day Co. to supply you with one, if you need it Do not use a metal scraper as this will scratch the surface.
2. Clean stovetop and burner cups; use Dawn dish soap or other similar product.
3. Lift the stovetop and clean under.
4. Clean hood and replace filter. If Day Co. has to replace filter, see below. All grease has to be removed from under the hood. Use toothbrush and Dawn dish soap.
5. Remove broiler drawer completely and clean. This piece can be completely removed from the oven and slides in and out on two metal tracks. Located beneath the sliding piece, there is a swinging metal half circle which catches on a screw on the base of the oven bottom. Swing the piece up, so that you can pull the drawer completely out.

#### Other

1. Clean the sink, counter top and cupboards.
2. Remove contact paper or other lining from cabinets.
3. Clean floor, including side and behind refrigerator and under refrigerator.
4. Clean floor on side, behind and under stove/oven. The stove/oven has a flexible gas pipe connection, allowing the stove to be pulled out, but please still be cautious so as to avoid potentially damaging the flexible pipe.
5. All grease, including build-up and residue must be removed from all surfaces in and around the kitchen. For woodwork and almost all other surfaces, we recommend your using Pledge brand oil soap or Murphy's Oil Soap brand cleaner, or other similar cleaners.
6. All food spots, splatters, blots, etc. must be removed from all surfaces, including walls, sides of kitchen appliances, cabinet fronts, drawer fronts, sides of cabinets, ceilings, fan and underneath fan, light fixtures and switch plates, and floors.
7. Clean light fixture of any food spots, splatter, grease, etc.

### *Living Room, Dining Area, Bedroom(s) and Hallway*

1. Wash windows on the inside only. The windows must be washed using a soft scrubber type window cleaner and then squeegeed dry. If you wash the windows using another method, then the result must be the same as using a squeegee to dry them, i.e. no streaks, wipe marks, etc. may be left.
2. Clean window channels. Use a toothbrush.
3. Clean air conditioning vent and replace filter. See below for the costs of the filter if Day Co. replaces.
4. Clean closet shelves.
5. Clean closet doors in bedroom of all dust.
6. Carpets must be STEAM cleaned (a cleaning solution/steam application/moisture extraction method must be used), and spots removed. Remember, the carpets must be cleaned by an independent cleaning service and the original paid receipt given to Day Co.; make a copy of the receipt and keep it for your records. Any and all odor(s) must not be present in the carpeting, i.e. cooking smells, tobacco, cigarette, etc. The carpets have to be cleaned on or near the final day of the lease term. This date is usually on or near the last day of the month, when the tenant(s) no longer keeps personal possessions in the apartment, and when the tenant will no longer be actively using the apartment as a residence, such as using stove, kitchen, bath, walking extensively on the carpet, etc.
7. Clean chandelier or other light fixture, depending on the type you have.
8. All walls must be left clean. If any painting or washing is required, the resident moving out will be held accountable. Day Co. strictly prohibits the resident from undertaking any painting.

### *Throughout The Apartment*

1. Vacuum floors, including corners, edges, etc.
2. Clean walls of any marks, grease and finger smudges. Ivory liquid dish soap works well for this purpose. If any of these are present, resident will be held responsible.
3. Remove all tape, adhesive or stickers. If residue is left, the resident is responsible for the damage, i.e. removing the adhesive and if anything is visible then having the walls painted. Tenant is not responsible if 3M Command Adhesive products were used, since they are designed to be removed cleanly, without leaving any residue.

4. Clean faucets using soap scum remover. DO NOT use abrasive cleaners, i.e. Comet, Soft Scrub, etc. or other common household cleaners.
5. Replace any burnt out light bulbs. If resident replaces light bulbs, those used must be GE™ brand light bulbs, i.e. no inferior quality such as those that may be made in the Far East, which can be of poor quality. If any light bulb needs to be replaced by Day Co., the charge is as listed in the chart below.

### *Charge to Replace Light Bulbs/Tubes*

(Includes Procurement, Handling and Installation of Disposal of New/Old One)

| Type         | Use/Location                                        | Shape    | Wattage | Category | Price Per Unit |
|--------------|-----------------------------------------------------|----------|---------|----------|----------------|
| Incandescent | Hallway, Kitchen, Dining Area, Bathroom             | Round    | 60      | Bulb     | \$7.00         |
| “            | Appliance<br>• Range Top Fan Unit<br>• Refrigerator | “        | 40      | “        | 15.00          |
| “            | Dining Area                                         | Bent Tip | “       | “        | 10.00          |
| Fluorescent  | Kitchen                                             | Tubular  | 15      | Tube     | 10.00          |
| “            | Dressing Room †                                     | “        | 40      | “        | 15.00          |
| “            | Dressing Room §                                     |          | 30      | “        | 20.00          |

§ 1-bedroom Vanity Room, 2-bedroom Vanity Room

† 2-bedroom Half Bath, *Interior* 1-bedroom Bathroom (Apt. 102, 202 and 302.)

+ Under cabinet, above kitchen sink.

6. Replace all filters, i.e. the range top fan unit and the air conditioning air handler unit. See the Index under "Filter, Range Fan" for the range fan filter types. If Day Co. replaces, add \$15.00 as installation/handling/procurement costs to the amount as listed under the Screen/Filter Replacement Type Chart. For the air conditioning air handler unit, see the Index under "Filter, Air Conditioner"; use only a fiber glass filter that allows the most amount of air to pass through, i.e. not a very dense filter.
7. Clean intake vent for air conditioner fan unit. Clean AC outlet grills.

### *Garbage Removal and Disposal*

1. Dispose of all garbage, securely wrapped in bags and/or boxes, making sure they are completely closed. Place all items in the garbage containers. Use the 2nd dumpster first and then the 1st dumpster last in that order.
2. All conditions mentioned previously in this handbook apply while moving out.
3. No garbage, “bulky” items or excessive garbage, as specified in the Lease Agreement, may be placed in, on top of, to the side of or near the dumpsters, nor may be left on the premises, including any common areas, nor in front of the building, including that area between the City of Milwaukee street and the City of Milwaukee sidewalk. Tenant must remove and take away any such “bulky” or excessive garbage items and dispose of them at the City of Milwaukee dumpsite. The Tenant will be charged \$50.00 per item and/or occurrence for failure to adhere to these provisions, pursuant to the Lease Agreement.
4. Remember to remove all articles from your storage locker and sweep-clean out all dust, debris, etc. \$25.00 charge applies for removal and/or sweeping.

### Mail, Newspapers & Magazines

1. Contact and/or visit the Shorewood Post Office to have all your mail forwarded. Please do so at least 2 weeks in advance of your expected move date. Keep in mind that we cannot be responsible for forwarding your mail, checking your mailbox, or otherwise following up on any correspondence or communication that needs to be forwarded or should have been directed to your new address. Unfortunately, we cannot perform the services of the post office or other forwarding service.
2. Advise your newspaper and magazine publishers of your change of address. Most publishers need 4-6 weeks advance notice. If Day Co. has to pick-up magazines, newspapers, etc., then \$15.00 per week, or any part thereof, is charged until the delivery stops, so be sure that it's arranged well in advance.

### Cable TV Disconnection

The resident is responsible for contacting and arranging with the cable company to disconnect your cable service and being present when the representative comes to call. Remember, if you are not using the garage, i.e. you don't have a key, then you must arrange for Day Co. to arrange for the garage to be opened for you, and you must be present when a representative of the cable company comes to disconnect your service. They may need to gain access to the garage to do so. You can reach Warner Cable Company at Tel. 414 271 9283 (Mon.-Sat. 8:30 a.m. to 10:00 p.m., Sun. 8:30 a.m. to 5:30 p.m.) In the event that the resident does not make the proper arrangement(s) to have the service disconnected before vacating and Day Co. has to meet and or arrange with the cable company for the disconnection, the resident will be charged \$50.00 as an administrative fee.

### Electric Service Final Meter Reading

The resident is responsible for contacting and arranging with Wisconsin Electric Power Co. to obtain your final meter reading. You can reach WI Electric at Tel. 800 242 9137 (24 hours, 7 days a week).

### Telephone Disconnection

Please be sure to arrange well in advance for the disconnection of your telephone service.

### On The Way Out

As you begin the move out of your apartment, please remember to take care and not damage or scratch, dent, puncture or scrape against the doors, walls, fixtures, and furnishings as you transport boxes, furniture, suitcases, etc. through the corridors, stairs, hallways, the elevator and in your apartment. The departing resident will be responsible for all damage done as a direct or proximate result of moving out of the apartment. This liability will extend not only to the damage to the apartment itself, but also to any damage done to any internal, external or exterior portions of the apartment building itself. To hold open doors, you must make use of rubber doorstops or another non-marring door holder; the building can provide some. So, please...be careful!

### *Recommended Cleaning Agents*

Day Co. recommends the following for all chrome finishes on fixtures such as faucets and the finishes on chrome towel racks, etc. With reference to chrome finishes, one manufacturer states:

#### *"Consumer Responsibilities"*

*"Clean these finishes with a mild soap and warm water. Wipe entire surface completely dry with a clean, soft cloth. Many cleaners may contain chemicals, such as ammonia, which could adversely affect the finish and are not recommended for cleaning."*

Please do not use the following on chrome finishes: Comet, Ajax, Dow, etc., cleaners that may contain harsh chemicals and/or abrasives.

To remove soap scum (often the white film or mineral build up which develops on metal surfaces, such as faucets and chrome finishes) use X-14 soap scum remover, but remember, it must be rinsed off fairly quickly.

### *Other Recommendations*

For bathtubs, sinks and wash basins, we recommend the use of *Bon Ami* brand cleaner, as it does not contain ammonia, but it is still an effective cleanser; ammonia, over time, will wear away the enamel finish. First, use *Bon Ami* cleanser. You may have to undertake two applications. For remaining stains, use Comet cleanser with bleach to finish up.

For cleaning grease, spots, and dirt from woodwork, we recommend either Pledge brand wood soap or Murphy's Oil Soap brand cleaner.

### *In General*

Please read the directions that appear on the label of the products you are about to use. If there is a contradiction between the directions in this section and the directions listed on the product you are about to use, then defer to the directions on the product or consult Day Co. If you are unsure about the use and effect of any particular product, it is a good idea to test a small area of the surface in a non-visible place and examine the results. If the surface is not damaged, proceed.

# Frequently Asked Questions

## Rental Payments

**Q: When is my rental payment due?**

A: Your rental payment is due on or before the *first of each month* in advance of the month for which payment is made.

**Q: What happens if I don't pay my rental on time?**

A: There is an additional rental amount due from the resident(s) for failure to make payment in a timely manner. Consult your LA for the amount. This is a single fee amount per apartment.

**Q: What is considered a timely payment?**

A: Day Co. must receive your payment at PO Box 170706, Milwaukee, WI 53217-8061 on or before the due date. In any case, if your payment is postmarked after the date indicated in your LA, the additional rent amount applies.

**Q: If I deposit my envelope in a mail box on the due date, is that considered a timely payment?**

A: You are taking a chance in this case. Check the pick-up times on a mail box to be sure that the mail will be picked up at the box after you have placed your envelope inside. Otherwise, you are taking a risk that the mail might not be picked up on the same day you have deposited your mail in the box. If you have any doubts, the best thing is to take the envelope to a window at the post office and ask a clerk to postmark your envelope in front of you. To be completely safe, it is recommended that you send your letter via Certified Mail, and that way you will have received a receipt from the post office proving when you mailed your payment. Better yet, be sure to mail your payment several days before the end of the month preceding the month for which payment is due, and that way you won't be taking any chances. Although the local mail is usually delivered from one day to the next, please allow 3-5 business days for the post office to deliver your mail.

**Q: What if I make my rental payment, but don't include the additional rent amount when it is properly due?**

A: If the tenant fails to pay the additional amount, as it is defined in your Lease/Rental Agreement (L/RA), he or she will be subject to being given a "5-Day Notice to Pay Rent or Vacate the Premises" for failure to pay rent. Eviction proceedings being undertaken if the resident fails to comply.

**Q: Can I give my rental payment to a member of Day Co. in person when I see them at the building, or leave it somewhere at the building?**

A: No, all payments must be sent to the Post Office Box. This is necessary, because the postmark on the envelope showing when a payment was mailed is used as a "third party" verification of when your rental payment was made. Plus, giving it to a staff member could result in your payment becoming lost or misplaced.

**Q: If the late rent amount is due, will I receive notice that I must pay the additional rent amount?**

A: Yes, the tenant is given one notice per occurrence. Because it is additional rent, only one notice is provided. This is not a "charge" or interest payment amount. However, failure on the part of Day Co. to provide you with such notice does not absolve the resident from its payment or the amount being due. Such amount, or any other unpaid fee or amount, will be deducted from the Security Deposit at the end of the Lease term, but this is not the exclusive remedy available to the landlord in such event.

### *Loud Noise or Music*

**Q: What if my neighbor is noisy?**

A: If a resident is disturbed at any time during the day or night, please contact Day Co. and your problem will be addressed.

**Q: What happens when I call to report loud noise or music?**

A: The Property Manager will approach the offending resident informally, and investigate the situation, usually asking the offending resident to adjust the level of sound, noise or music accordingly. The resident making such a report should be aware that the Property Manager keeps all identities confidential to the fullest extent allowable by law.

**Q: What happens if the loud noise, sound or music persists?**

A: Contact the management again and report the occurrence. Day Co. will then notify the offending resident in writing that the situation must be corrected. If the situation still persists, contact Day Co. for the final time and the management will ask the offending resident to leave the building, i.e. the offending resident will face eviction. 3055 Oakland Apartments is a quiet building and deliberate violation of this policy will be dealt with effectively and promptly.

**Q: Should I ever approach another resident myself about a loud noise, sound or music problem?**

A: No, the resident should always contact the management of the building. Do not bang on the walls, ceiling or floors in order to try and "communicate" to another apartment that you find the noise, sound or music emanating from their apartment as offensive. Also, do not approach or contact the resident(s) in any way or manner, including by telephone or in writing. If you have reported an occurrence and the offending party contacts you, please refer that party to the Resident Handbook. Likewise, if you are an offending party, please refer the complaining party to the Resident Handbook.

NOTE: The above listed steps are, generally, the procedures followed. Day Co. reserves the right to proceed in the first instance to issue a "5-Day Notice".

### *Mail and Package Delivery*

**Q: Why can't I leave mail above the mail boxes for the Letter Carrier to pick up?**

A: Leaving mail anywhere in the lobby can subject it to becoming lost or being taken by unauthorized individuals.

**Q: What should I do if mail for another person is left in my mailbox? Should I leave it above the mailboxes for the Letter Carrier?**

A: On occasion, given the volume of mail that comes to the building, the Letter Carrier sometimes mis-sorts or misdirects the mail. We ask that you do the following if mail is left in your box that is not addressed to you and is clearly intended for another person:

- If the name appearing on the envelope is for someone else in the building, i.e. their name is listed on the mail box, please take a moment and slip the article under that person's apartment door.
- If the name appearing on the envelope is either for a previous resident of your apartment or their name does not appear on any other box, simply right on the front of the envelope "Not At This Address" and place it in a United States Postal Service dark blue mail box, so that item can be re-directed or returned to the sender. There is a mail box located on the West side of the street one block North of the building on Oakland Ave.

**Q: Can I ask the Letter Carrier or package delivery service to leave a package or parcel for me in the front or inner lobby?**

A: No. The resident must arrange to receive the package personally or go to the post office or other facility and pick-up that item in person. Arranging for any packages or parcels left anywhere in the inner or outer lobby, or the laundry room, is an attraction for unauthorized individuals to approach the building and attempt to either take such items from the outer lobby, or, possibly, attempt to gain entry to the inner lobby and/or the building. Therefore, 3055 Oakland has a strict policy that no parcels/packages are to be left anywhere in the inner or outer lobby, or the laundry area. Any packages left in these areas will be retrieved by Day Co.

**Q: I work during the day, so how can I expect to receive my packages when I am gone all day long?**

A: Many package delivery companies will try and accommodate a resident by making deliveries in the late afternoon or early evening. Please request that they do so. Or, you can ask that they attempt to re-deliver your package on Saturday. Also, consider having packages sent to your work or place of business. Another effective means of receiving your packages, if you are away during the day, is to ask a neighboring apartment resident to sign and accept your package for you. Neighboring residents (either the apartment above, below or next to yours) have in the past developed an informal "understanding of reciprocity" in that if you are away and they are at home, then they will sign and accept your package for you. In turn, you agree to do the same for them. All you have to do is not be shy and ask! You'd be surprised how willing most people are to develop these ties, plus this gives you the chance to get to know your neighbor(s).

### *Safety and Security*

**Q: Do I have to use the intercom when somebody buzzes my apartment?**

A: Yes. It is required that you use the intercom at all times, both during the day and at night, in order to voice verify, before opening the building door. Failure to do so will subject the apartment to the charge as listed in your LA; payment of such amount

shall not be deemed permission to violate this covenant, which you will find in your Lease/Rental agreement.

**Q: I usually know when I am expecting someone, or they call on the phone telling me when they are coming over, so why do I have to use the intercom to voice verify when that person later "buzzes" my apartment?**

A: Failure to use the intercom, for whatever reason, is not permitted at 3055 Oakland, because it can pose a threat to the safety and security of other residents and the entire building. Failure to use the intercom will result in the violator being asked to leave, i.e. face eviction. Day Co. provides no warnings, exceptions or waives the policy for any reason whatsoever. Day Co. has a "zero tolerance" position regarding any infraction of this policy and undertakes strict enforcement of this covenant, which is a part of your Lease/Rental Agreement. We recommend that you familiarize yourself with the intercom's operation, so that you are prepared to use it correctly. Also, keep in mind that if a resident allows a guest, friend or visitor to use the intercom, the resident is responsible for their actions accordingly.

**Q: If someone is waiting in the outer lobby and I am just exiting from the inner lobby, and that person tries to enter, are my supposed to prevent someone from coming in?**

A: No, it is not your duty to act as a security guard, so to speak, but it is a good idea to politely ask that person to either ring an apartment or use their key. This will help to keep 3055 Oakland a safe and secure building. Under no circumstance should you approach any individual if you feel at all uncomfortable or unsure about the situation, but instead you should continue on your way and then right away notify Day Mgmt., Ltd. and/or call the police right away.

### *Damages to the Apartment*

**Q: I have damaged the apartment or something in the building (or my roommate has damaged the apartment, or my guest/visitor/invitee has damaged the apartment or something in the building). Are my responsible?**

A: Yes, both you and your roommate are responsible for the damages.

**Q: Can I call someone in order to have the damage repaired or the situation corrected by me?**

A: Generally, yes, the resident is allowed to arrange to have damage repaired or correct a situation. However, the resident must obtain written permission, in advance, from the management to do so, and the resident must agree to pay for the cost of the repair in advance. Provided that all proper arrangements are made, the resident can pay the costs of repair directly to the person/organization undertaking the work and/or providing the goods for the particular job involved. Also, the work done must be in conformance with the parameters as set forth in the relevant section under "About Your Apartment".

**Q: What if I don't want to undertake having the damage repaired/corrected?**

A: Day Co. will arrange to have the work contracted out or undertake to do the work and/or purchase the goods/materials itself. In this case, Day Co. charges what is commensurate with the average costs (using the latest edition of the National Repair

and Remodeling Estimator, Albert S. Paxton, Author) of having such work performed. Day Co. reserves the right to institute a minimum charge for any job/project/work that it would undertake itself; usual minimum charge is \$75.00 to \$100.00. If the resident wants actual quotes from individuals, in order to have 3-4 individuals come to the building to examine the potential job/project/work, then Day Co. charges \$50.00 per quote to undertake what is called a "bid/quote" process where Day Co. meets 2-3 individuals (\$50.00 per contractor or individual with whom Day Co. has to meet and or confer, i.e. 2 people @ \$50.00 per contact = \$100.00, 3 people @ \$50.00 per contact = \$150.00) at the building and goes through this process in order to determine the costs of the work/job to be performed as a prelude to either having the work contracted out or Day Co. undertaking the work itself. Because of the administration and costs involved in going through the "bid/quote" process, this charge must be made, for which the resident is responsible for payment before this process is undertaken.

**Q: How long do I have to repair the damage/correct the situation, or to ask Day Co. to undertake to have the damage repaired or the situation corrected?**

A: The resident is accorded thirty (30) days, from the time of the incident to either begin to have the work undertaken or completed. In any case, the work must be completed within sixty (60) days of the damage having occurred or before the resident vacates the apartment, whichever occurs sooner.

### *Moving Out*

**Q: I believe I have cleaned my apartment and everything is ready, but I didn't follow all the directions in the Moving Out section carefully. What will happen?**

A: When the staff member reviews your apartment and finds any lack of cleaning or conditions which were not listed on the Inspection Review form, then the appropriate number of deductions corresponding to the damages and/or lack of cleaning will be made.

**Q: I didn't leave my forwarding address to where my security deposit should be sent. What will happen?**

A: According to Wisconsin Statutes and local rental ordinances, Day Co. is not responsible for obtaining or searching for a forwarding address.

**Q: When is my security deposit returned?**

A: Per your Lease Agreement, and the Wisconsin Statutes, the Security Deposit, along with a written accounting of any deductions, shall be returned no later than 21 days after the day of vacating the apartment per the lease agreement date indicated for vacating. Other conditions apply if the tenant breaches or breaks a LA.

**Q: Can I apply my security deposit towards my last month's rent?**

A: No, this is specifically prohibited per your Lease Agreement.

**Q: What happens if I don't pay my last month's rent?**

A: The resident will automatically become liable to Day Co. for damages in the amount as stated in your Lease Agreement. . Day Co. vigorously pursues all individuals who violate their Lease/Rental Agreement to the fullest extent of the law.

**Q: I am leaving the country, so I can take off and not pay my last month's rent, right?**

A: No. Day Co. will pursue the departing resident, including, but not limited to, obtaining as soon as is possible the necessary legal judgment/authorization in and later in order for the proper border authorities to be notified, which may result in your being detained at the point of exit, and preventing you from leaving the country, or returning to the United States in the future. Day Co. vigorously pursues all individuals who breach their Lease Agreement to the fullest extent permitted by law. These conditions apply to a tenant "absconding without paying rent".

### *Use of Appliances*

**Q: I smell gas in my apartment, what should I do?**

A: Please first check to see if your pilot lights on the range/oven have gone out. If there is a strong wind coming from a window, this can sometimes blow out a pilot light, which usually accounts for any gas smell in your apartment. This does not happen often, but you should check it, as this is the case in most circumstances. Most of the range/ovens in the building do have pilot lights, while others have electric starters. If yours has gas pilot lights, the appliance will have 3 (three) such devices. For the 2 (two) on the range top, they are located underneath the removable cook top. This is what you need to do in order to check them. First, remove the burner grids (if you have used your stove in the last half hour, be sure to use a pot holder or other cover for your hands in case the top is hot) and place them on the side. Next, from the front, slowly and gently lift up the top. Located in the center is a metal rod that serves as a prop for the top. Swing that rod up and position it to hold the range top up. Now, locate the pilot lights. They are in-between the burners, in-line, vertically on a plane, with them. If you see a small blue flame underneath an arch type cover that is open on the sides, then this means your pilots are lit. If there is no blue flame present, the pilot is out.

**Warning: If there is a very strong odor of gas, do not try to light the pilot lights, but call Day Co. and/or WI Gas right away.**

If a strong gas odor does not exist, and you want to try and light the pilots yourself, then simply, but carefully, light a match and place it near the small opening. The pilot should light in a half or one second. If it doesn't, call Day Co.

For the oven, this is how you check the pilot light. Open the broiler drawer, the bottom drawer. Lower yourself to the ground and look all the way at the back of the oven. Approximately 8-10 inches from the bottom, you should see a small blue flame, very similar to those on the range top, but slightly larger. If you don't see a blue flame, then simply do the following. With a flashlight turned on, point the beam towards the back in the location described above. There you will see the pilot light assembly. Taking a lit match, place it near the part of the assembly closes to you. If the pilot doesn't light in a half or one second, then call Day Co.

**Q: I tried to check the pilot lights, but I couldn't figure out where they are located, or they won't light. What should I do?**

A: Call Day Co. and a member of management will be happy to show you where they are located and how to light them.

**Q: I checked the pilot lights and they are all lit, but I still smell gas. What should I do?**

A: In this case, call Day Co. right away and we will address the situation immediately. Whenever a problem with gas exists, we will address right away.

### Lockouts

**Q: I forgot my keys inside my apartment or for some other reason I don't have them. What should I do?**

A: If you lock yourself out of your apartment, there is a charge to come and open your apartment (check your L/RA), depending on the time, to come and open your apartment. You must make payment, by check or money order only, of this fee right after the apartment is opened. Please call Day Co. at 414 964 8100, and leave a message or, if a pressing situation, you may call a staff member at the after hours telephone listed on the recording at 414 964 8100.

### Maintenance Work Requests

**Q: Some wear and tear, i.e. drippy faucet, oven doesn't light (please check the pilot lights), etc., maintenance work needs to be done in my apartment.**

A: Use the form [Special Service/Maintenance/Loud/Parking Complaint/Entry Form, #02] located at the end of this handbook to request maintenance. Remember, before Day Co. can come into your apartment to address the situation, the area or fixture relevant to the maintenance work must be cleaned, and the area must be clear of household furnishings, objects, etc. Please be aware that, depending on the problem, work may have to be performed over a period of several days, in some cases in order to obtain the necessary parts and/or complete the work. Day Co. requires that any maintenance and/or service request is submitted in writing beforehand. For maintenance situations that are pressing, on a case-by-case basis, a staff member may receive the form noted-above in person at the building, but it must be presented before any situation is addressed. This is necessary for administrative and record keeping purposes and Day Co. greatly appreciates your cooperation in this regard.

## Lease Term Obligations

When you sign a lease for the apartment, this is a binding, legal agreement. As with any agreement, both parties have something to gain, otherwise they would not enter into an agreement that obligates them to act and perform in a certain way. The Lease Agreement assures you of a specific apartment at a specified rate for a specific period of time. Likewise, this affords the landlord the assurance that an apartment will remain occupied by that same party for a set and definite period of time at the agreed rental rate. The rationale in upholding this concept, both through legal process and by contract law, is rooted in a long history of experience and a society's understanding of how a democratic, free-market system -- with the presumption that it is supported by a legal system bound by integrity and a faithful application of the law -- operates in its ability to efficiently allocate and make the best use of resources.

All leases are for only a term of at least 1 (one) year; Day Co. makes no exceptions to this term parameter, unless a resident has been a tenant in good standing for at least 1-year and is going to renew for a period less than a year in order to coincide with a transfer of a job, finishing of school, transferring of school, etc., but any adjustment shall be at the sole discretion of Day Co., and some administrative fee(s) may be charged for any such variation in order to cover the administration of such change/activity. However, in certain instances, at Day Co.'s sole discretion, a Lease Agreement may be entered into, notwithstanding the preceding provision, for an initial term or period for less than a year, but at a higher rental rate, and which may incur additional charges; please ask for a copy of the Day Co. Publication #15, entitled "Lease Term Parameters, Residency Guidelines," in order to learn about the details. For re-rentals, a formula using the current contract rental rate, plus the landlord's current rental rate, provided such rate is higher than the contract rental rate, will be used. Consult Day Co. for the details.

But what happens when either the tenant breaches the lease, moves out or is evicted? In the tenant's case, tenant is responsible to landlord for a fee in an amount at least equal to that of one month's rent as a re-renting fee and/or Day Co.'s administrative work charges as a result of the tenant breaching the lease agreement, plus the tenant is still responsible for the rental on the apartment until it can be re-rented. However, there may be additional amounts still due, i.e. for any unpaid rent, damages to the apartment or charges for lack of satisfactory cleaning, in accordance with the Lease Agreement and Nonstandard Rental Provisions documents. The tenant and the landlord should both try and what is called "mitigate the damages", or, more simply put, each party must try to find someone to re-rent the apartment under a new Lease Agreement totaling 1-year, our standard term parameter in the rental of an apartment, i.e. for 3 months, if this is the time remaining for the current resident's contract, at the rental rate under the current resident's contract and 9 months under the landlord's current rate rental amount, unless the contract rental rate is higher than the current rental rate of landlord's, then the contract rental rate applies for the entire term; in other words, a lower rate than what appears on the resident's contract will not be the re-rental rate. If the tenant, or the landlord, identifies a potential replacement tenant, and the current tenant wishes to have the apartment re-rented at a rate lower than the present tenant lease agreement rental rate, then the current tenant may pay the difference. The landlord, in order to mitigate the damages, may find it necessary to undertake re-rental at a lower rental rate than the present tenant, and then subsequently hold the defaulting tenant responsible for any difference.

The landlord does not and is not obligated to re-rent for a period less than a year, because this practice would effectively negate the landlord's policy of having a minimum of one-year lease term periods. This, in turn, is detrimental and damaging to the landlord's property, and diminishes an atmosphere conducive and necessary to establish a pleasant and desirable apartment community for the landlord and other tenants. 3055 Oakland Avenue is not a rooming house.

If the landlord has similar premises available to rent, i.e. a 1-bedroom, if it is a 1-bedroom involved, then it is reasonable for the landlord to rent those premises before trying to re-rent the apartment for which a breach in contract *may occur* or has occurred.

The tenant should try to bring forth a prospective renter, including advertising for a prospective tenant, and such prospective applicant must complete an apartment application, meet the landlord's standard rental criteria, i.e. income, credit, reference check, term, etc. requirements. Also, the landlord is not required to lower the rent or change any rental practices. Remember, for any prospective tenant be sure that you have them contact you directly and then the resident introduce them to the management for the application/administrative process, because if you send a potential applicant to us directly, we may not realize this was your prospective applicant. If the landlord advertises, tenant must submit to the landlord, *before* the order for the placement of any advertising, the actual costs of such advertisement(s).

All the above-listed parameters and conditions apply likewise to any parking space and/or storage locker space. Consult Day Co. for the procedural details.

If you have any questions about the procedures, then feel free to contact the management or consult with the proper individuals and/or authorities that can advise you accordingly.

NOTE: Nothing in this section shall be construed as the tenant being released from any of the terms and/or conditions of any Lease/Rental Agreement.

## Useful Telephone Numbers

### Government Agencies

*(Including Police Non-Emergency Numbers)*

| Organization                                   | Purpose                                             | Telephone              |
|------------------------------------------------|-----------------------------------------------------|------------------------|
| Milwaukee Police Dept.<br>• General            | FOR EMERGENCIES DIAL:<br>> Non-Emergency Calls.     | <b>911</b><br>935-7252 |
| University of Wis.-Milw.<br>Golda Meir Library | > To check library hours.<br>> General Information. | 229-5868<br>229-4785   |

### Movie Theaters

| Organization                                                                                                   | Purpose                                                     | Telephone            |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|----------------------|
| Downer Landmark II Theater<br>2589 N. Downer Ave.<br>• Recorded Listing of Show Times<br>• Other Inquiries     | > To check show times.<br>> To ask about the type of films. | 964-2720<br>964-2916 |
| Oriental Landmark III Theater<br>2230 N. Farwell Ave.<br>• Recorded Listing of Show Times<br>• Other Inquiries | > To check show times.<br>> To ask about the type of films. | 276-8711<br>276-5140 |

### Towing Companies

*If you find a car parked in your space, you can call a towing company in order to have the illegally parked car removed by towing.*

| Organization   | Purpose | Telephone |
|----------------|---------|-----------|
| Ray's Towing   |         |           |
| 24 Hour Towing |         |           |

## Health & Medical Services

*The following information is provided for informational purposes only and implies no endorsement or approval. You are advised to seek proper medical care and attention and/or consult with a counselor or physician accordingly. Please call the relevant organization to verify the listed "Hours".*

### General Health, Medical Care & Counseling

| Organization                                                                                         | Services Provided                                                        | Telephone |
|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------|
| Columbia St. Mary's Hospital<br>Outpatient Department<br>North Avenue                                | • Walk-In clinic and examination for minor illness or medical condition. | 961-3470  |
| <i>Hours:</i><br>Monday through Friday<br>7:00 a.m. to 4:30 p.m. Saturday<br>7:00 a.m. to 12:00 Noon |                                                                          |           |
| University of Wisconsin-Milwaukee<br>Norris Health Center                                            | • Walk-In clinic and examination for minor illness or medical condition. | 229-4716  |
| "<br>Counseling                                                                                      | • Counseling services.                                                   | "         |
| <i>Hours:</i><br>Monday through Thursday<br>8:00 a.m. to 4:45 p.m. Fridays<br>9:00 a.m. to 4:45 p.m. |                                                                          |           |

### Emergency Medical Care and Attention

| Organization                                                              | Services Provided                                                  | Telephone |
|---------------------------------------------------------------------------|--------------------------------------------------------------------|-----------|
| Columbia St. Mary's Hospital<br>Emergency & Trauma Center<br>North Avenue | • Emergency and trauma treatment.<br>Hours: 24 hours a day, 7 days | 961-3500  |

*Directions From The Building: Go south (right) as you leave the front of the building, past the two controlled intersection (red/yellow/green lights) until you reach the next controlled intersection, then turn east (left). You are now on North Ave. go east two and a half blocks. At the corner of North Ave. and Prospect Ave. is Columbia St. Mary's Hospital.*

### Counseling Services

On occasion, one needs special advice when faced with a difficult problem and/or crises in one's life. If you are a student, you have access to the Norris Health Center as listed above. If you are not a student at UWM, please consult Columbia St. Mary's Hospital for the proper reference.

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# Important Notices

## Use of the Handbook

In producing and publishing the Resident Handbook, A Comprehensive Reference Source, it is Day Co.'s intention to provide useful and helpful information for the resident, but Day Co. retains the right and has sole discretion to correct, update and make changes, where appropriate, throughout any section of this handbook. All information is deemed applicable at the time of printing, but certain situations and conditions can change. Prices, dates, telephone numbers, certain terms and conditions, etc. are provided as a general means of reference, but are subject to change, update and/or correction.

Material changes may not be made to the Lease Agreement or the Nonstandard Rental Provisions, unless done with the agreement of both the landlord and tenant. "Material changes" are defined as the rental rate, the apartment premises, i.e. Apt. #101, 102, etc., the dates of rental, the parties to the contract or any rule or regulation that would require payment of money by the tenant to the landlord.

If a notice is not given to resident by owner/management regarding payment of any fees, charges or costs, this shall not be construed as a waiver of any such amounts being due.

The tenant must read the material in this handbook and become familiar with it. Day Co. is not responsible for any tenant not being aware of any policy, rule or condition contained in this handbook, or established, from time to time, in accordance with the guidelines herein. Tenant will not be relieved from any condition, charge, damage, fee or any other result because the tenant was either not aware of, familiar with or otherwise did not read this or any other printed material provided.

If there is ever a conflict between the conditions and terms stated in the Resident Handbook with those stated in the Lease Agreement and Nonstandard Rental Provisions, the Lease Agreement shall prevail, unless such interpretation is clearly contrary to the intended purpose of the term or condition. In such an event, Landlord's interpretation shall be given deference and preference.

## Lead Based Paint

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Note: Accompanying this Resident Handbook is a copy of the EPA publication entitled *Protect Your Family From Lead In Your Home*. If for some reason it was not attached, please request that one be sent to your e-mail address without delay. NOTICE: Landlord is not aware of any lead based paint contained in the apartment building for the building to which you applied.

## Privileges and Rights of Landlord Protected

Nothing in this handbook, or anywhere else, shall be construed as a waiver on the part of landlord to any and all private property rights of landlord with reference to any individual and/or government agency or representative. Landlord may, at his or her own discretion and in his or her own interests, exercise any and all of his or her rights, controls, privileges, remedies, freedom of right to control one's own destiny, or any other right

inherent to that of private property, contract rights, equal protection under the law, or any other right specified or established under constitutional, statutory or common law.

### *Notice of Copyright and Trademarks*

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### *Terms and Their Meaning*

The term "Resident" is used interchangeably with the term "Tenant" in this handbook and the L/RA and NRP. This shall not be construed as meaning that persons who do not have an authorized L/RA or NRP on file with the landlord shall be considered a Tenant.

### *Availability of Additional Copies of the Resident Handbook*

One Resident Handbook is provided per tenant at the time an individual enters into a L/RA; possession of the handbook does not necessarily indicate L/RA status. Please make sure that you keep the handbook during and through to the end of your occupancy of the apartment and after you leave the building. Copies of the handbook are no longer supplied in printed paper form. They are available as \$45.00 per electronic copy on a CD, or \$25.00 per any other electronic form, if you lose, misplace or for any other reason don't have the original provided to you. This fee covers the costs of time and materials, and the administration involved if it is a CD or any other electronic copy. Such amount is payable in advance to Day Co. by check or money order only. Please note that Day Co. does not provide just sections of the handbook. Only the entire handbook is provided anew.

### *Notice of Domestic Abuse Protections*

(1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

(a) A person who was not the tenant's invited guest.

(b) A person who was the tenant's invited guest, but the tenant has done either of the following:

1. Sought an injunction barring the person from the premises.

2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

(3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.