The New High Point Woods LLC, Heather Valley LLC, High Point Meadows LLC Rental Application Proud to Be A Smoke Free Property

Apartment Add	dress:					Unit No: To	
Lease Term: _ Rent:		To	Parking Fee:	Pro Rated Da	tes:	To	
				Check No:		Contact Inform High Point Woods Apar 1 High Point Oaks Land	rtment Homes
Utilities not inc	cluded in the rent are	electric, int	ernet, cable and hot	water in Heather Valley L	LC. Fax: (60	Phone: (608) 833-6776 08)833-5173 Email: Highpoint@hala	
			EACH ADUL	T MUST COMPLETE A	A SEPARATE APPLICA	<u> </u>	
	(Cell Phone:		Work Phone:	Ema	il:	
You must nam	e each household me	ember that w	rill occupy the unit at	the time of move-in and t	throughout the term of the	lease.	
	on: (First, Middle, L			Adult or Minor:	•	Drivers License No	
2							
4							
Do you have a		No I					
Have you ever Have you ever Do you owe pa Have you, or a	paid rent late: (If Ye refused to pay rent: been evicted or aske ast due rent or other any other person name	(If Yes Plea ed to leave: (monetary ob ed on this ap	se Explain)	n) rant or previous landlord: convicted of a crime relat	(If Yes Please Explain)	oors, destruction of property, d	ES NO YES NO _YES NO
Present Addres	ss:			_Apt No: City: _		State:Zip:	
Rent:	ress: Lease Term:		_ To	Name: Reason for leaving:		Phone No:Fax No:	
						State: Zip:	
Landlord Addr	ress:		Т-	Name:		Phone No: Fax No:	
Kent:	Lease Term:		_ 10	Reason for leaving:		Fax Ivo:	
_	ENT REFERENCE:						
Place Of Empl	loyment: ve You Been Employ	red Here:		Hour	rs Per Week:	_ Gross Monthly Income: Pay:	
Name Of Supe	ervisor:		Phone No:	Fax:	Occi	ıpation:	
Place Of Empl How Long Hav	oyment: ve You Been Employ	yed Here:		Hou	rs Per Week: Hourly/Salary	_ Gross Monthly Income: Pay: upation:	
					Occi	upation:	
Please note Ad	lditional Income Sou	rces	Amoun	t \$			
	,			n System: Yes		State	
Make	Year Year	Color	Model _	License Pl License Pl	ate # \$	State	
Make	Year	Color	Model _	License Pl	ate # S	State	
EMERGENC	Y CONTACT:						
Name:			Address:	Relationship: _			
							NO.
Receipt of non This applicant credit worthine landlord's poli- earnest money disclosures as OR INCOMPL	refundable applicationsents to a routine ess and reliability. At cy to process applicate deposit to approve opart thereof, which nLETE INFORMATIO	ion fee in the inquiry of a applicant's attions within or deny the reay be applicable MAY RI	e sum of \$is heferences, credit age request, landlord wil 3 days whenever poental application, as a cable. THIS APPLICESULT IN THE REJ	ereby acknowledged. ncies, and public records. Il advise if a credit report i ssible, applicant agrees th allowed under ATCP 134. ATION IS SUBJECT TO ECTION OF THIS APPL	This inquiry will provide a is requested and the name a e landlord shall have up to 05 (2). Applicant acknowled THE APPROVAL OF THE	Applicable information concernant address of the credit report twenty-one calendar days from the credit report accepts of a copy of this IE LANDLORD OR AGENT TION OF TENANCY AT AN	ning the applicant's character, ting agency. While it is in the acceptance of the application with reverse side C. FALSE, INACCURATE
SURE ALL IN	FORMATION IS C	OMPLETE,	ACCURATE AND	TRUTHFULL.			

Signature: ______ Date: _____

LANDLORD DISCLOSURES & REQUIREMENTS

Items one through ten are required of a landlord/agent by the State of Wisconsin and all items are required by the City of Madison prior to entering into a rental agreement with a tenant and/or prior to accepting earnest money or a security deposit. Other governmental jurisdictions may have additional laws and regulations that apply.

TENANT/APPLICANT ACKNOWLEDGES HAVING BEEN ADVISED:

- 1. A receipt for money collected has been given tenant (see prior page).
- 2. That copies of the proposed lease and rules and regulations of the landlord have been made available to tenant for inspection.
- 3. Of the name and address of the person authorized to receive rent, manage and maintain the premises who can readily be contacted and an owner or agent with an address within the state authorized to receive and receipt for notices and demands and at which service of process can be made in person (see reverse).
- 4. Tenant has seven days after the beginning of tenancy to inspect the dwelling and notify landlord of any damages or defects existing prior to the beginning of tenancy.
- 5. Of utility charges not included in the rent (see prior page).
- 6. Of the following uncorrected building and housing code violations, for which the landlord has received notice from code enforcement authorities and which affect the entire premises (in the City of Madison) or, only the dwelling unit and common areas (State of Wisconsin):

- 7. That the premises contain the following conditions adversely affecting habitability: None.
- 8. Not less than seven (7) days after the start of tenancy, tenant may request, in writing, that landlord provide tenants with a list of physical damages or defects, if any, charged to the previous tenant's security deposit.
- 9. Landlord promises to repair, clean, or improve the premises as follows by the completion dates noted:
- 10. Security deposits may be withheld only for tenant damage, waste or neglect of the premises of the nonpayment of rent, utility services or mobile home parking fees for which the landlord becomes liable and other reasons specifically and separately negotiated and agreed to by the tenant in writing in the document entitled: "Nonstandard Rental Provisions"

THE FOLLOWING APPLY TO THE CITY OF MADISON ONLY

- 11. That a copy of notice of eligibility for rent abatement, if any, which affects the rental unit or common areas has been provided to the tenant.
- 12. That the occupancy limit imposed on the dwelling unit is: see attached.
- 13. That the zoning district in which the dwelling unit is located is PUDFIP.
- 14. The definition of "family" pursuant to 28.03(2), Madison General Ordinances is as follows: "A family is an individual or two or more persons related by blood, marriage, or legal adoption living together as a single housekeeping unit in a dwelling unit, including foster children, and not more than four (4) roomers except that the term "family" shall not in R1, R2, R3, R4A and R4L residence districts include more than one roomer except where such a dwelling unit is owner occupied. In any residential district a family may consist of two adults and the minor children of each. Such a family may not include any roomers except when the dwelling is owner occupied. For the purpose of this section "children" means natural children, grandchildren, legally adopted children, stepchildren, foster children, or a ward as determined in legal guardianship proceeding. Up to two (2) personal attendants who provide services for family members or roomers who, because of advanced age or a physical or mental disability, need assistance with activities or daily living shall be considered part of the "family". Such services may include personal care, housekeeping, meal preparation, laundry or companionship."
- 15. That the off-street parking requirements or the dwelling unit pursuant to 28.11 Madison Ordinances is at least one (1) except in the "central area" as per section 28.07(1)(g) of the Madison Ordinances.

Applic	ant Initials	
ADDIIC	anı mundis)

THE HIGH POINT WOODS APARTMENTS, LLC, HEATHER VALLEY, LLC, & HIGH POINT MEADOWS, LLC STATEMENT OF RENTAL POLICY

EQUAL-HOUSING OPPORTUNITY:

High Point Woods Apartments, LLC is an equal opportunity provider. High Point Woods does not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, and all other protected classes under state and local laws.

AVAILABILITY:

Fully completed applications for apartment homes will be accepted on a first-come, first served basis and subject to availability of apartment type requested.

RENTAL APPLICATIONS:

Rental applications are to be completed by each applicant. Any omissions or falsifications may result in rejection of an application or termination of a lease.

SMOKE FREE PROPERTY:

High Point Woods Apartment Homes is a Smoke Free Community. This includes, but is not limited to, apartment interiors, lobbies, community rooms, hallways, laundry rooms, stairwells, enclosed parking facilities, pool area, parking lots, patios and balconies.

QUALIFICATIONS

In order to approve an applicant for residency, the applicant consents to a routine inquiry of references, credit agencies, and public records. This inquiry will provide applicable information concerning the applicant's character, credit worthiness, and reliability.

Credit Check: An unsatisfactory credit report can disqualify an applicant from renting an apartment home at High Point Woods. An unsatisfactory credit report is one which reflects current bad debts, unpaid bills, liens, judgments, or bankruptcies. If an applicant is rejected for poor credit history, the applicant will be informed of the reason for the rejection and given a copy of their credit report. An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of their credit report from the credit reporting agency, correct any erroneous information that may be on the report, and resubmit an application to the property.

Criminal Convictions/Current Drug Use: Management will deny residency at this property to anyone having a criminal history that bears a substantial relationship to tenancy, such offenses may include but are not limited to the following:

- **a.** Disorderly conduct involving disturbance of neighbors;
- **b.** Disorderly conduct involving destruction of property;
- **c.** At least two or more misdemeanor drug-related convictions related to the manufacture, delivery or sale of a controlled substance or any drug-related felonious criminal activity;
- **d.** Criminal activity involving violence to persons such as murder, child abuse, sexual assault, battery, aggravated assault, assault with a deadly weapon;
- **e.** Criminal activity involving violence to or destruction of property, such as arson, vandalism, theft, burglary, criminal trespass to a dwelling;
- **f.** At least two or more civil ordinance violation (forfeiture) convictions within a twelve (12) month period for violations relating to disturbance or neighbors or injury to persons or property;

It is our aim to ensure that this apartment community is a drug-free zone. The use and sale of controlled substances will not be tolerated. The owners of this property have zero tolerance for all drug related offenses as per Sec. 823.113, Wis. Stats. In accordance with the Federal Fair Housing Act, if an

applicant is currently receiving treatment for addiction to a controlled substance, the applicant will not be rejected based on this treatment for addiction to a controlled substance, however, he/she must be acceptable as a tenant in all other respects, including the above-mentioned criminal history criteria.

Income/Employment: As a part of the prospective resident screening process, the landlord uses a minimum income standard. Applicants must have a gross monthly income of three (3) times the rent for which they are applying. In the event an applicant is self-employed or retired, written verification of two years' income must be provided. If an application is denied based solely on failure to meet the minimum income standards, applicant shall be informed by landlord as to the reason for denial in writing.

(Statement of Rental Policy, cont.)

Residence: Positive rental history for the previous two-year period must be provided. All residence histories must show a prompt payment history with sufficient notice-to-vacate given. We will deny an application if an eviction has ever been filed or if an adverse housing reference is given.

SUBLETTING: Subletting is prohibited without the prior written consent of management.

FEES: High Point Woods does not require an application fee for the verification of employment verification, housing verification, credit verification, and

employment verification, housing verification, credit verification, and criminal background check. Fees may apply for re-writing leases due to

changing roommates at any time during your lease term.

SECURITY DEPOSITS: To make a general apartment reservation or to reserve a specific apartment,

a \$20.00 non-refundable application fee is required.

RENTAL The monthly rent is due on or before the first day of each month.

There will be an automatically billed late charge penalty of \$30.00 for all rent paid after the fifth of the month. All returned checks will be assessed a \$30.00 NSF service charge plus applicable late charges and must be replaced

with a cashier's check or money order.

OCCUPANCY One-bedroom apartment home: two individuals maximum.

PAYMENT:

POLICY:

Two-bedroom apartment home: not to exceed four individuals, with two unrelated adults maximum. Three-bedroom apartment home: not to exceed three adults or up to six individuals with family status. Occupancy of any

apartment home is restricted to those persons named in the lease.

ROOMMATES: Each roommate is fully responsible for the entire rental payment and each

must execute the lease and all other addendums.

VEHICLES: Two vehicles will be permitted per apartment home. Three-bedroom

apartments allow no more than three vehicles, one per driving adult. No more

than two vehicles (three for three bedrooms) and no boats, trailers, Commercial vans, campers and motorcycles are permitted to be parked on the property at any time without the written consent of management.

WATER Waterbeds and aquarity are permitted with advanced written consent **FURNITURE:** from the landlord, and written verification that the resident has renter's

from the landlord, and written verification that the resident has renter's insurance coverage including waterbeds or aquariums, as applicable.

PETS: High Point Woods accepts cats in an apartment home.

Pets are prohibited without the prior written consent and knowledge of

Management. A Pet Addendum must be signed by the Landlord and Tenant. Maximum two cats per apartment. Additional deposit may be required for cats Cats must be neutered or spayed.

DISCLAIMER:

All square footage listed on printed materials is approximate. Changes may have occurred during construction resulting in slight discrepancies between floor plans and actual apartment sizes.

APARTMENT LEASE

PARTIES	1 2 3	This lease of the apartment identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one of more) on the following terms and conditions:					
	4 5	Tenant:	Landlord:	High Point Mead	ows LLC		
APARTMENT ADDRESS	6 7 8 9		Agent for ma	uintenance, managem	ent: High Point Woods LLC 1 High Point Oaks Lane Madison, WI 53719 (608) 833-6776		
	11 12 13 14 15 16 17	Building address: (Street)	Agent for co	llection of rent:	High Point Woods LLC 1 High Point Oaks Lane Madison, WI 53719		
	18 19 20 21 22 23	Madison (City, village/town) Dane Wisconsin (County) (State)	Agent for ser	rvices of process:	High Point Woods LLC 1 High Point Oaks Lane Madison, WI 53719		
	25	Apartment number:					
TERM	26	Lease term:					
	27 28	First day of lease term: Last day of le		<u>1</u>			
RENTALS	29	Apartment: \$ per month Other:	•				
	30 31	Payable at <u>High Point Woods</u> , 1 <u>High Point C</u> lease.	Daks Lane, Madison, WI 5	53719 on or before the <u>f</u>	<u>irst</u> day of each <u>month</u> during the term of this		
UTILITIES	32				y which Tenant shall pay promptly when due. I		
	33 34	charges not included in the rent are not separa	ately metered, they shall b	e allocate on the basis of	of: <u>N/A</u>		
SPECIAL CONDITIONS	35 36 37 38 39 40	late fee of \$30.00 will be charged if rent payr	nents are not received on	or before the fifth day o	hyable the first day of each month. An additional fithe month. A \$30.00 fee will be assessed for have to be made in the form of a cashier's check		
RENEWAL OF	41	Tenant is required to fulfill the entire lease to					
LEASE TERM	42 43 44 45 46		ne premises or any part the shall in no way relieve To	ereof without the prior	written consent of Landlord. If Landlord permit ty under this lease. Sublessee must go through		
ASSIGNMENT SUBLETTING	47 48 49 50		estate broker, acting as ag or mailed to Tenant's last	gent, it shall be in the br known address as provi	oker's trust account. The deposit, less any ded in Wis. Stats. 704.28 (4). If any portion of		
SECURITY DEPOSIT	51 52 53 54 55 56 57	any amount withheld. Failure to return the de	posit or provide a written any damages caused by te g of the lease term to noti	accounting within 21 d nant, normal wear and fy Landlord in writing of			
ELECTRONIC MEANS	58 59 60 51 52 53		d any document related to ents related to the accoun	the rental agreement.	relectronic means: the security deposit and security deposit refundators any portion of the premises.		
LIABILITY	54 55	3. A promise made before the initial4. Advance notice of entry under 70-	\mathcal{C}	, repair, or otherwise in	prove any portion of the premises.		
VACATION OF PREMISES	56 57 58 59 60 61	Nothing in the lease documents should be connegligent acts or omissions of the Lessor, or the Lessee's control, or the property damage cause.	to impose liability on the lised by natural disasters or	Lessee for personal inju by persons other than t	ry arising from causes clearly beyond the he Lessee or the Lessee's guests or invitees.		
LANDLORD'S	63 64	Tenant agrees to vacate the premises at the er					
RIGHT TO ENTER	65 66 67 68 69		y applicable law or regula hour advance notice upo	tion. 12 hour notice will n specific consent of Te	l be given to show the premises to prospective nant. No advance notice is required for entry ir		
ABANDONMEN BY TENANT	T 70 71 72 73 74 75	shall apply any rent received, less costs of re- deficiency. If Tenant is absent from the prem at Landlord's sole option, may deem the pren	leasing, to the rent due or ises for three successive v	to become due, on this weeks without notifying	Landlord in writing of such absence, Landlord		
Page 1 of 2	76	Landlord initials:		Tenant(s) initial	(s):		

Page 2 Unless agreed in writing, the Landlord will not store any items of personal property that the tenant leaves behind when the tenant removes or is evicted from the premises, except for prescription medication or medical equipment. of 2 DISPOSAL OF TENANTS During the lease term, as a condition to Tenant's continuing right to use and occupy the premises, Tenant agrees and promises: PROPERTY 77 1. To use the premises for residential purposes only by Tenant and Tenant's immediate family. 2. Not to make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises or the 79 **TENANT** building of which they are a part. 80 3. Not to use or keep in or about the premises anything which would adversely affect coverage of the premises or the building of which they **OBLIGATIONS** 81 USE are a part under a standard fire and extended insurance policy. 82 4. Not to make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building which the premises are 83 84 85 located. 5. Not to keep in or about the premises any pet unless specifically authorized as a special condition in this lease. 6. To obey all lawful orders, rules and regulations of all governmental authorities. PETS GOVT. REG 7. To keep the premises in clean and tenantable condition and in as good repair as at the beginning of the lease term, normal wear and tear expected. 90 91 8. If obligated to pay for heat for the premises, to maintain a reasonable amount of heat in cold weather to prevent damage to the premises, and if damages result from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage. 93 9. Unless Tenant has received specific written consent of Landlord, not to do or permit any of the following: 94 a. Paint upon, attach exhibit or display in or about the premises any signs or placard. MAINTENANCE b. Alter or redecorate the premises. **IMPROVEMENTS** c. Drive nails, tacks, screws, or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the premises. d. Attach or affix anything to the exterior of the premises or the building in which it is located. 10. Not to permit any guest or invitee to reside in the premises. 101 11. To be liable for all acts of negligence or breaches of this lease by Tenant and Tenant's guests and invites. 102 If this lease is for a term of one year or less, should Tenant neglect or fail to perform and observe any of the terms of this lease, Landlord shall 103 104 **GUESTS** give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to 106 NEGLIGENCE 107 expel Tenant from the leaded premises without limiting the liability of Tenant for the rent due or to become due under this lease. If Tenant has 108 109 BREACH OF been given such a notice and has remedied the breach or been permitted to remain in the premises, and within one year of such previous **LEASE** breach, Tenant commits a similar breach, this lease may be terminated if, before the breach has been remedied, Landlord gives notice to tenant 110 to vacate on or before a date at least 14 days after the giving of the notice. 111 112 If the premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may terminate the lease or vacate 113 the premises and rent shall abate until the premises are restored to a condition comparable to their prior condition. Landlord shall have the 114 DAMAGE BY option to repair the premises and if repairs are not made this lease shall terminate. If the premises are damaged to a degree which does not 115 116 117 CASUALITY render them untreatable Landlord shall repair them as soon as reasonably possible. Landlord may make such reasonable rules governing the premises and the building of which they are part as Landlord deems necessary. Tenant agrees to observe and comply with all such rules and any violation of the rules shall be deemed breach of this lease. Landlord may **RULES** 119 120 LIABILITY OF make changes in the rules and shall give written notice of changes to Tenant at least 14 days before the new rules become effective. Tenants 121 MULTIPLE acknowledges receipt of the attached rules prior to execution or this lease. 122 All tenants, if more than one, shall be jointly and severally liable for the full amount of any payments due under this lease. **TENANTS** 123 124 The premises and the building of which they are a part are not currently cited for uncorrected building or housing code violations. DISCLOSURE 125 OF CODE 126 IN WITNESS WHEREOF, the parties have executed this lease on ___ VIOLATIONS 127 CONDITIONS 129 **GUARANTEE:** LANDLORD: HIGH POINT WOODS L.L.C 130 AFFECTING In consideration of Landlord's agreement to this HABITABILITY 132 Lease, the undersigned guarantee(s) the payment of all amounts PROMISES TO 133 HIGH POINT WOODS L.L.C Management Agent due under the lease and the performance of the covenants by 134 REPAIR Tenant. 135 136 Dated: 137 (SEAL) 138 TENANT: (SEAL) 139 (SEAL) TENANT: (SEAL) 141 142 (SEAL) 143 TENANT: 144 (SEAL) TENANT: 145 146 ASSIGNMENT, ACCEPTANCE AND CONSENT 147 Tenant hereby assigns all Tenant's right, title and interest in and to this lease to and in consideration of ASSIGNMENT 148 the consent to the assignment by Landlord, Tenant guarantees the performance by said Assignee of all obligations of Tenant. OF LEASE In consideration of the above assignment and the written consent of Landlord, Assignee hereby assumes 150 all obligations of the Tenant in this lease. 151 152 LANDLORD HEREBY CONSENT TO THIS ASSIGNMENT AND ACCEPTANCE. IN WITNESS WHEREOF, 153 the parties have executed this assignment and acceptance on _ 154 155 Date: _ LANDLORD: 156 (SEAL) 157 (SEAL) 158 ASSIGNEE: 159 (SEAL) 160 (SEAL) 161 TENANT. 162 (SEAL) 163 (SEAL)

HIGH POINT WOODS L.L.C.

UNI	Τ#		

Move In/ Move Out Inspection Checklist		
Current Tenant Information: Address (Street)	(Apt #)
Tenant Name(s)		

This check in form must be returned to the management office within 7 days post move in.

Please fill out the following table, each box must contain one of the following:

If item is in acceptable/working condition-box contains "x" or left blank.

If item is damaged or in need of repair-describe in writing (If item is not applicable - write "N/A")

ITEM	Check-In Condition	Check-Out Condition	ITEM	Check-In Condition	Check -Out Condition	ITEM	Check-In Condition	Check -Out Condition
Kitchen			Bathroom 1			Bedroom 1		
Refrigerator			Sink			Floor		
Disposal			Vanity top			Walls/Ceiling		
Sink			Cabinet			Doors		
Cabinets			Drawers			Lights		
Drawers			Toilet			Ceiling Fan		
Countertop			Shower/Tub			Wind Screen		
Floor			Tile/Caulk			Blinds		
Wall/Ceiling			Floor			Other		
Lights			Lights			Bedroom 2		
Stove/Oven			Fan/Vent			Floor		
Dishwasher			Walls/Ceiling			Walls/Ceiling		
Hood or Fan			Towel Rack			Doors		
Microwave			Other			Lights		
Blinds			Bathroom 2			Ceiling Fan		
Other			Sink			Wind Screen		
Intercom			Vanity top			Blinds		
Dining Room			Cabinet			Other		
Floor			Drawers			Bedroom 3		
Lights			Toilet			Floor		
Ceiling Fan			Shower/Tub			Walls/Ceiling		
Wall/Ceiling			Tile/Caulk			Doors		
Other			Floor			Lights		
Living Room			Lights			Ceiling Fan		
Floor			Fan/Vent			Wind Screen		
Lights			Walls/Ceiling			Blinds		
Wall/Ceiling			Towel Rack			Other		
Blinds			Other			Patio/Balcony		
Fireplace			Washer			Smoke Alarm		
Patio Door			Dryer			AC		
Other			Closets			Locks-Door		
Hallway			Storage			Locks-Window	,	

Move In:

Disclosures: The Landlord or its agents have made no express or implied promises to redecorate or improve the apartment – unless expressly written into the lease agreement. The below signed tenant(s) has inspected and knows the condition of the apartment and its equipment, and accepts the apartment in a decent, safe, and sanitary condition. This form is required to verify the pre-existing damage/condition of your apartment. Charge amounts made from Security Deposits are outlined in the Rules and Regulations Addendum.

Tenant Tenant	Date Date	Tenant Tenant		Date Date	
Move In Form Received by HIGH PC	DINT WOODS L.L.C.	(Name)		Date	
Move Out: Tenant's Forwarding add	ress: Street Address		City	State	Zip
Tenant Signature: Tenant Tenant		Date Date	Tenant Tenant	D	oateoate
Move Out Inspection Conducted by I	HIGH POINT WOOD	SIIC (Name)		Date	