

RULES AND REGULATIONS OF APARTMENTS

COMMENCEMENT OF LEASE TERM

1. Tenant shall submit a condition report within five days of the commencement of the lease term. Tenant acknowledges that if no condition report is submitted within the proscribed time period, that the Leased Premises will be deemed by Lessor to be in excellent condition and not in need of any repair.

2. Tenant shall receive one (1) apartment key and outside door key, if applicable, for each person who signed the Lease Agreement. Tenant shall receive one (1) mailbox key per apartment. Tenant shall pay all costs associated with the replacement of any key, including a \$15 administrative charge.

3. The Leased Premises is furnished with light bulbs.

4. Tenant shall not be allowed to occupy the Leased Premises unless all rent, security deposit and fees due are paid in full.

LATE PAYMENTS

5. In the event that any rental payment is not made within 5 days of the due date, then a service charge of \$35.00, plus interest at the rate of 12% per annum from the date due, may be assessed, and Lessor may institute eviction proceedings. In the event that a check is returned for any reason, Tenant shall be assessed an administrative charge of \$35.00. If LESSEE (S) shall fail to make any payment to the LESSOR required under this lease, including, but not limited to, payment for fines pursuant to violations of the Rules and Regulations of the Apartments, within thirty (30) days after written notice to LESSEE (S) by LESSOR that the payment is due, LESSEE shall be deemed to be in default under the terms and conditions of this lease.

TRASH AND RECYCLING

6. No dumpster shall be used by anyone other than Tenant. Tenant shall place only usual and customary household trash in dumpsters. Trash shall be pushed into the dumpster, and not placed next to or around the dumpster on the ground. No appliances, bicycles, flammable items, furniture, wood, large items, or hazardous waste shall be placed in the dumpster.

7. Tenant shall, at Tenant's expense, comply with all rules and regulations for the Town of Durham recycling.

8. Tenant shall reimburse Lessor for any costs or expenses, including a \$100 administrative charge per violation, for violations of these trash rules or Town of Durham recycling rules and regulations.

PARKING

9. Tenant is eligible for two (2) parking spaces in an assigned lot per apartment. Tenants without a car are not allowed to lease their parking space to an individual who is not a tenant. Tenant shall provide to Lessor a copy of Tenant's driver's license, registration and certificate of insurance as a condition of receiving parking permit.

Tenant shall comply with the following parking rules:

- A. Only park in assigned lot.
- B. Display parking permit sticker at all times.
- C. Do not block dumpster.
- D. Do not drive and/or park on lawn area or sidewalks.
- E. Do not park inoperable and/or unregistered vehicles.
- F. Do not park any type of trailer and/or boat.
- G. Do not repair and/or wash vehicle in parking area.
- H. Do not unload or load any vehicle on lawn area or sidewalks.
- I. Do not rest motorcycle-holding mechanism directly on the pavement.
- J. Move all vehicles out of parking lot during snow removal procedures.
- K. PARKING IS AT YOUR OWN RISK, Rivers Edge Apartments, LLC is not responsible for damages.
- L. No parking is allowed on Route 155A.
- M. No parking is allowed in fire lane.

Failure to comply with the above parking rules may result in a \$100 per violation administrative charge for the first offence, \$200 per violation thereafter, forfeiture, without refund of the parking permit, or both. Tenant shall also reimburse Lesser for any costs or expenses incurred.

HEATING

10. Tenant shall not use any other method of heating than that installed in the Leased Premises.

11. Following rules shall apply:

- A. Heat will be turned off from May 15 until October 15, unless lessor in its sole discretion, determines that heat is necessary.
- B. All windows must be closed from October 15 through April 15.
- C. All windows must be closed and locked during the Thanksgiving, Christmas/New Year, and Spring Breaks.

Tenant shall pay a \$100 per violation administrative charge for the first offence, \$200 per violation thereafter, for violation of these heating rules, and shall reimburse Lesser for any costs or expenses incurred.

ANIMALS

12. Dogs, cats, birds, fish and other animals or birds are strictly prohibited in and around all buildings.

Tenant shall pay a \$500 per violation administrative charge for violating this no animals rule, plus reimburse lessor for any costs or expenses incurred.

CONDUCT

13. Exterior building entry doors that are equipped with locks, shall remain closed and locked. Any congregation of more than eight (8) persons (Social Occupancy) in the property at one time is strictly

prohibited. **NO LOITERING ON PROPERTY!!** LESSOR reserves the right to cancel lease if the fire/safety of the building area is in jeopardy. **LESSEE IS RESPONSIBLE FOR THE ACTIONS OF THEIR VISITORS/ GUESTS.** A fine of one hundred dollars (\$100.00) for the first offense, and two hundred (\$200.00) will be assessed for each additional offense.

14. TENANTS (S) shall not, unless they are over the age of twenty-one (21) years, consume alcoholic beverages on the premises or in the common areas of RIVERS EDGE APARTMENTS. TENANT(S) shall not serve alcoholic beverages to any person who is not at least twenty-one (21) years old on the premises or in the common areas, nor shall he permit any person under the age of twenty-one (21) years to consume such beverages on the premises or the common areas. Under New Hampshire RSA 175, the consumption of alcoholic beverages by any person under the age of twenty-one (21) is an illegal act. No kegs, keg parties, beer balls, drinking games or beer parties shall be allowed in or around the Leased Premises. Tenant shall not bring onto the Leased Premises, or allow brought onto the Leased Premises by a third party, any illegal drugs.

15. Nothing shall be thrown out of the windows or doors, or down the light wells of the building.

16. The front porches are not common property for Tenant and each Tenant's use of the porches must be limited to that portion directly in front of his or her Leased Premises, if any.

17. No athletic games shall be allowed within the Leased Premises, building, or parking lot.

18. No play wagons, bicycles, motorcycles, motorbikes, or other vehicles shall be allowed in the corridors, halls, or elsewhere in the building. Lessor reserves the right to remove any and all objectionable items and nuisances; the failure to remove them promptly does not constitute a waiver of this rule.

19. No littering shall be allowed, including without limitation cigarette butts.

20. No smoking shall be allowed within the Leased Premises and building or within 20 feet of the building.

21. No signs shall be allowed without the written permission of Lessor.

22. Common area sky lights and windows that reflect or admit light into the common area of the building shall not be obstructed by Tenant. The bathroom facilities and other water apparatus shall not be used for any other purposes than those for which they were constructed. No sweepings, rubbish, rags, ashes, or other substances shall be thrown into the bathroom facilities or common areas.

23. No waterbeds or beds bolted to the ceiling, wall or floor shall be allowed on the Leased Premises. No built-in furniture of any kind shall be allowed. No antennas shall be allowed. Tenant shall obtain written permission from the Lesser prior to installation of any electrical equipment, including but not limited to, air conditioners, hearing equipment, hot plates, and washers and/or dryers.

24. Tenant shall maintain order in the building and shall not make or permit any improper noises in the building or interfere in any way with other Tenants or those having business with them.

25. Pianos, radios, television sets, phonographs, and other musical equipment or devices shall not be played at an unreasonable volume at any time, and shall not be played at a volume audible outside the Leased Premises at any time. Tenant shall not place any speakers in windows.

26. Tenant and Tenant's guests shall not conduct themselves in a manner that disturbs any neighbors. Tenant shall not permit any noise that can be heard beyond the boundaries of the Leased Premises. **Tenant shall not violate the Durham Noise Ordinance.** A copy of the Durham Noise Ordinance is attached and incorporated herein.

27. Tenant shall provide Lessor with written notice of any violations of the Durham Noise Ordinance by other Tenants.

28. Tenant shall pay a \$100 per violation administrative charge for the first offence, \$200 per violation thereafter for violating the conduct rules, plus reimburse Lessor for any costs or expenses incurred.

FIRE PREVENTION

29. No Tenant shall do or permit anything to be done on the Leased Premises, or bring or keep anything in or on the Leased Premises, that shall in any way increase the rate of the fire insurance on the Leased Premises, or bring or keep anything in or on the Leased Premises that will interfere with the rights of other Tenants, or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the fire department, or with any insurance policy on the building or any part of the building, or the rules and ordinances of the board of health.

30. Sections of the Durham Fire Code are attached and incorporated herein. Tenant shall comply with these regulations, including but not limited to any sections applying to extension cords and halogen lights.

31. No fire extinguishers, brackets, or seals shall be removed for any purpose other than the extinguishing of a fire. No inspection tags shall be removed from any fire extinguisher. Tenant shall notify Lessor as soon as possible after the discharge of any fire extinguisher.

34. Tenant shall inspect all smoke detectors periodically to insure proper operation. No smoke detector shall be unplugged, tampered with, or covered up.

33. No electrical wiring shall be done to any part of the building or Leased Premises. Any open including but not limited to candles, cigarettes, lighters and outside grills shall be twenty (20) feet from the building and are **PROHIBITED** inside any building.

34. The common areas, parking lots, sidewalks, courts, entry passages, halls, and stairways shall not be obstructed by Tenant, or used by Tenant for any purpose other than that of entering and leaving the Leased Premises. Tenant shall not erect anything from entry passages, halls, stairways, fire escapes, porches, roofs or stairways for storage.

35. EMERGENCY INSTRUCTIONS FOR RESIDENTS OF APARTMENT BUILDINGS: Emergency instructions shall be provided annually to each dwelling unit to indicate the location of alarms, egress paths, and actions to be taken, both in response to a fire in the dwelling unit and in response to the sounding of the alarm system.

36. Fire escapes are for emergency exit only. No fire escapes shall be blocked or used for any other purpose other than for emergency exit incase of fire.

*** Upon move-in to your apartment, please make yourselves aware of all egress paths, pull stations, fire safety apparatus and emergency telephone numbers.

Tenant shall pay a \$100 per violation administrative charge for the first offence, \$200 per violation thereafter for violating the fire rules, plus reimburse Lessor for any costs or expenses incurred.

A one hundred dollar (\$100.00) reward is offered to anyone who provides information that leads to the arrest and conviction of any person activating a false alarm at Rivers Edge Apartments.

DAMAGES, REPAIRS AND GENERAL MAINTENANCE

38. All non-emergency reports or repairs or any irregularities must be made in writing to Lessor at its usual place of business between the hours of 8:00 am and 5:00 pm, Monday through Friday. Non-emergency requests for repairs may be subject to a service call fee of \$50.00 and an hourly repair rate of \$50.00.

39. A \$35 service charge may be assessed against Tenant to open an apartment or exterior building entry door, between the hours of 8:00 am and 5:00 pm on Monday through Friday. A \$45 service charge shall be assessed against Tenant to open said doors between the hours of 5:00 pm and 8:00 am on Monday through Friday, and at all hours on Saturday, Sunday and holidays.

40. Tenant shall not be entitled to any reduction in rent due to any inconvenience due to repairs. Lessor may begin any repairs at 7:00 am.

41. No painting shall be done, no alterations shall be made to any part of the building by putting up or changing any partition or partitions, door or doors, window or windows, and no nailing, boring or screwing into the woodwork, plastering, or drywall shall be done, without the written consent of Lessor. No bars or counters shall be installed or brought onto the Leased Premises.

42. All glass, locks, and trimming in or on the doors and windows of the building shall be kept whole. Whenever any part of these items shall be broken, they immediately shall be replaced or repaired and put in order under the direction and the satisfaction of the Lessor and shall be left whole and in good repair, in the same number and kind. Locks shall have the same kind of keys as received by Tenant on entering into possession of any part of the building or during the Tenant's tenancy.

43. Lessor shall provide one (1) plunger for each bathroom. Tenant shall maintain the toilet plunger in each bathroom. Lessor shall not be responsible for any damage, or inconvenience to the Tenant due to flooding or sewer back up. In the event that any town or state official, including a municipal health officer, should notify the Lessor that the premises is not habitable due to flooding or sewer back-up, the Lease Agreement shall be deemed null and void, and the Lessor shall refund to Tenant any rental payments made in advance, on a prorated basis, after deducting all charges allowed under the Lease Agreement.

44. No additional locks may be put on any door without the consent of Lessor, and any and all locks placed on any door shall become the property of Lessor.

45. Tenant shall keep Tenant's entranceways and walkways cleared. Tenant shall remove all snow, and salt and /or sand from Tenant's entranceways and walkways, at Tenant's expense.

46. For those Leased Premises in which Lessor has provided a dishwasher, Tenant hereby acknowledges that should said dishwasher break during the lease term, Lessor has no obligation to replace or repair it.

47. Tenant shall pay a \$100 per violation administrative charge for the first offence, \$200 per violation thereafter for violating the damage, repairs and general maintenance rules, plus reimburse Lessor for any costs or expenses incurred.

END OF TENANCY

48. Tenant shall take the following actions at the termination of the tenancy for whatever reason:

A. Tenant shall remove any personal property and goods from the Leased Premises.

B. Tenant shall clean the entire Leased Premises, including without limitation the following:

a. Tenant shall remove all food from the refrigerator and defrost the freezer. Tenant shall clean the inside and outside of the refrigerator and the freezer, turn off, and leave the doors open.

b. Tenant shall clean the entire stove, including burners and racks.

c. Tenant shall clean and vacuum all floors and carpets, including the edges.

d. Tenant shall clean all woodwork, bath tubs, cabinets, ceilings, closet corners, counter tops, exhaust fans. Light fixtures, mirrors, showers, sinks, toilets, walls, windows, and window sills.

e. Tenant shall remove and dispose of all garbage and trash, by properly placing the items in the dumpster or recycling bins. **Tenant shall not put bicycles, appliances, furniture, or any other large items in the dumpster.** Tenant shall call the Durham Public Works Department for information regarding the disposal of any large items.

C. Tenant shall return by hand delivering all keys, including mailbox keys, to the Lessor. All returned keys should be placed in an envelope with the Leased Premises location and number listed on the envelope.

D. Tenant shall provide Lessor with a forwarding address for each vacating Tenant.

49. In the event that the Lease Agreement is terminated prior to end of the lease term, then Tenant remains responsible under the terms of the Lease Agreement until the Leased Premises have been re-let. Should the Leased Premises be re-let, then Lessor shall refund any advance rental payments less any costs and expenses incurred by Lessor in securing new Tenant, including without limitation, \$75.00 to prepare the new lease, \$25 per showing of the Leased Property, and advertisements.

WARNING: Violation of these rules and regulations shall constitute grounds for eviction.