

## RULES & REGULATIONS

LESSEES OR TENANTS ON BEHALF OF THEMSELVES, SPOUSE AND FAMILY, OCCUPANTS, GUESTS, AND INVITEES AGREE TO COMPLY WITH THE LANDLORDS RULES AND REGULATIONS AND AGREE THAT THE VIOLATION OF SAME SHALL ENTITLE THE LANDLORD TO TERMINATE TENANCY AND POSSESSION.

### THE TENANTS AGREE THAT:

1. They shall not install, affix, paint on or expose any sign, notice, advertisement, illumination, awnings or projections out of the windows, on the doors or in the exterior, or from the said building, or upon it in any place, except as shall be approved and permitted in writing by the Landlord, or authorized agent. (Outside radio or T.V. antenna prohibited.)
2. NO ANIMALS SHALL BE PERMITTED IN THE HEREIN LEASED APARTMENT OR BUILDING OR GROUNDS.
3. Tenants will place all garbage in outside container provided by Landlord. All garbage is to be placed in the container and the container is to be closed by the Tenant after use. No garbage shall be kept within the apartment, except in a plastic bag or substantial container other than paper or cardboard, to be provided by Tenant. Tenant They shall also recycle garbage according to municipal law and containers provided. No garbage shall be placed in the common hallway or stairwells, even if temporary.
4. No Tenant shall make or permit any disturbing noises by himself, his family, friends or servants at any time. No Tenant shall play or operate any musical instrument, sound reproduction, TV or radio or allow same to be played or operated in the demised premises at loud levels. Loud playing of instruments is prohibited at any hour. Any boisterous conduct, etc. which will disturb the peace and quiet of the premises, is absolutely prohibited. The Tenant shall not use, or permit the use of the premises, or any part thereof, for any unlawful, disorderly, or objectionable purposes, nor commit, or permit the commission of a breach of the peace or nuisance thereon. All conduct which detracts from the safety, quiet, or quality of life of your neighbor is prohibited.
5. The sidewalks, halls, passages, front porch, rear bridge or stairs shall not be obstructed by the Tenants or their goods or door mats, or used by them for any purpose other than ingress or egress from and to their apartment entrance doors or on lawns or walks. No loitering is permitted in any common area or on the roof of the building or outside egress doors to the building. No bicycle riding or running is permitted in the hallways.
6. They shall not install any aerial wires of any description on or in the buildings, or hang them from the windows.
7. They shall permit the Landlord or its agents or employees to enter the premises at any reasonable hour for the purpose of exterminating insects or vermin, inspecting apartment for

maintenance, and to allow the Landlord to take all materials into the premises that may be required therefore, without the same constituting an eviction, and that the rent shall not abate while such work is being done. Failure to provide a key or otherwise cooperate shall be a violation.

8. All personal property placed in the premises or stored in trunk rooms or storage rooms, if provided shall be at the risk to the Tenant or owner of such personal property and the Landlord will not be responsible for any damage or injury to or loss of such personal property from any cause.

9. The Landlord shall not be responsible for articles left with any employee of the Landlord.

10. The use of laundry facilities shall be permitted from 8 am to 10 pm daily. Laundry facilities are not included in rent. No drying of clothes or hanging of any kind is permitted on the outside of building or exterior grounds. Said facilities or common areas are used at the sole risk of the tenant. Washing of cars on the property is prohibited.

11. Where the tenant has a garage, the garage doors must be kept closed at all times; no flammable liquids, storage of any kind or materials are permitted to be stored in garages, nor is the conduct of any business permitted therein. No storage of any kind is allowed in a garage or parking space, this includes, but not limited to tires, bikes or beach chairs.

12. There are no play areas. There is to be no playing or congregating on the grounds of the building. This includes, but is not limited to parking areas, lawn areas, hallways and any other common areas of the building. At present there are no play areas or areas for congregating.

13. Installation of a dish washing machine, clothes washing machine, clothes drying machine, or air-conditioning unit by Tenant is prohibited, unless permitted in writing and signed by the Landlord, and NOT a superintendent or janitor.

14. No parking is permitted in any driveway or the visitors parking lot. Only areas, if designated as such by Landlord, may be used for parking. All parking facilities are used at the sole risk of the tenant. Parking facilities may not be used as a playground. An assigned parking space is to be used exclusively by one car only. All cars in an assigned spot must display on the rear car window a parking permit. Any car in an assigned parking spot must be registered and all information such as License plate #, make and model of car must be kept current. Cars other than those registered are subject to towing.

15. Where parking space is provided, any automobile leaking fluid will be removed from the property at the owner's expense. Where outdoor parking space is provided for the tenant, vehicles which do not have current license plates or current inspection stickers will be considered abandoned or in dead storage pursuant to section 39:4-56-5 of the Revised statutes of New Jersey, and the Tenant hereby authorizes the Landlord to have said vehicle towed away at the Tenant's expense. Any unattended vehicle parked or left on any of the Landlord's property without consent for period in excess of one month, may be removed by the Landlord or its agent pursuant and subject to the provisions of N.J.S.A. 39:4-56-6, and the vehicle may be ticketed pursuant to N.J.S.A. 39:4-56-7. No automobile repairs may be done on the property. Any inoperable or undriveable vehicle will be considered abandoned and may be towed away at

maintenance, and to allow the Landlord to take all materials into the premises that may be required therefore, without the same constituting an eviction, and that the rent shall not abate while such work is being done. Failure to provide a key or otherwise cooperate shall be a violation.

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vehicle owners' expense. Car must be removed, when requested by property management, at the time requested. This is usually due to snow removal, acts of nature or repair or construction work in the area of the car. Any unremoved cars by the time requested by management will be towed at the car owners cost,

16. The termination of utilities to the Tenant's apartment for non-payment or failure to pay necessary initial charges for same shall constitute a violation of Landlord's Rules and Regulations and the apartment shall be considered abandoned.

17. Tenant is obligated to use Landlord's window treatments. Tenant may not install window treatments, such as shades, blinds or drapes, which detract from the appearance of the building or do not match the building visible from the outside.

18. The Landlord shall be entitled to keys to all locks to the apartment entrance door. The Tenant shall provide all such necessary keys. Lost building front entrance door key or FOB will cost \$200 and lost apartment door keys will cost \$400 per lock. Only Tenants on the lease may have a FOB. Replacement cost of a FOB will be \$200.00 per FOB.

19. If the Tenant's security deposit, on account with the Landlord, becomes less than 1 1/2 months of the then current rent, the Landlord is entitled, upon demand, to have the difference paid and collectible in the same means as rent. The Landlord, in the alternative, may credit any payment made by the Tenant against the Tenant's security deficiency with the balance to rent. The Landlord may transfer any accrued interest on the tenant's security deposit to any security deposit shortage, and the tenant authorizes the Landlord to do so.

20. A charge of \$50.00 will be made for any checks returned for insufficient funds. Any check returned for insufficient funds must be replaced with a money order or certified check. NSF checks will not be redeposited. A late charge of \$35.00 shall be charged if rent is not paid within 5 days of its due date. In the event a legal action is commenced for the nonpayment of rent, the Tenant shall pay, in addition to Court Costs and filing fees, management office costs of originating suit in the amount of \$500.00, and be responsible for additional attorney legal fees. All of the charges in this paragraph shall be collectible as rent. Such charges shall not constitute a waiver of any other of Landlord's right or remedies.

21. The Landlord may show Tenant's apartment to prospective tenants at reasonable times after receipt of notice of intention to vacate, or upon the default in rent by the Tenant of one full month's rent.

22. The Landlord shall not be responsible for injury or damage of any kind to the Tenant or Tenant's visitors.

23. When Tenant vacates the apartment, any personal property remaining shall be considered abandoned. The apartment shall be considered vacated:

(a) upon the date the Tenant was to vacate pursuant to termination notice from Tenant.

(b) Failure of the Tenant to communicate with the Landlord or his agents after non-payment of rent for one month or more and removal of substantial portion of Tenant's belongings from

the demised premises of Landlord's intention to reenter same without written response from the Tenant.

(c) Upon return of keys and a signed move out inspection form.

24. Tenant shall not receive any interest on his security deposit unless he provides the Landlord with his social security number, and it shall accrue until provided, unless the interest is less than \$10.00.

25. The Tenant is prohibited from attaching, drilling, nailing, or screwing any object into the walls and if he does so shall be liable for any damages for the cost of restoring same. Tenant may not paint any walls without approval from LANDLORD, NOT THE SUPERINTENDENT. If painted, all walls must be restored to white color.

26. The Tenant may not sublet the apartment or assign this Rental Agreement without the written approval Of the Landlord.

27. Upon vacating, the Tenant must leave the apartment "broom clean" and all appliances, bathroom and kitchen, in clean and sanitary condition, failure to do so causing the charge for compliance to be made upon the Tenant's security or the Tenant to be held liable for the cost of same. The charge for cleaning or repairing an apartment shall be at \$75.00 an hour for labor plus materials. Moving hours are MONDAY through FRIDAY 8 AM to 4 PM, - NO MOVING ON SAT/SUNDAY. All moving through rear entrance ONLY. Upon vacating, Tenant is responsible for arranging a final vacating inspection with the superintendent during the hours of 9 AM to 5 PM, Monday to Friday. Failure to sign your vacating checkout slip or not signing it by the last day of your lease will terminate any rights you have to contest any charges incurred on vacating the apartment.

28. The superintendent is not authorized to accept cash for any reason and the Landlord shall not be responsible for any cash payment made to the superintendent even if a receipt is obtained from the superintendent.

29. Failure of the Tenant to give reasonable notice to the Landlord of a condition constituting a municipal or State Code violation prior to notification of the authority by the Tenant shall constitute a violation of the Landlord's Rules and Regulations and Tenant agrees to be responsible for any resulting violation.

30. NO GUEST OF THE TENANT MAY OCCUPY THE DEMISED PREMISES FOR MORE THAN 7 DAYS IN A TWELVE-MONTH PERIOD UNLESS TENANCY APPLICATION IS FILED WITH THE LANDLORD AND ACCEPTED BY THE LANDLORD. OCCUPANCY BY A GUEST BEYOND THE ABOVE PERIOD SHALL CONSTITUTE A BREACH OF THE LANDLORD'S RULES AND REGULATIONS. TENANT SHALL BE LIMITED TO 2 VISITORS OR GUESTS AT ONE TIME IN THEIR APARTMENT. WRITTEN ONE TIME WAIVERS MAY BE REQUESTED.

31. The Landlord shall not be responsible for any repairs unless a written repair order form is completed and submitted to the Landlord or superintendent.

32. The Tenant is responsible for the care, repair and maintenance of all appliances if they are provided. This includes, but is not limited to proper defrosting of refrigerator, cleaning and changing of air filters and batteries in smoke detector.

33. In the event of a breach or violation of any of the Rules and Regulations or provisions contained herein, the Tenant agrees to be liable for the cost of any damages accruing thereby and further agrees that said cost shall be due and payable on the first day of the next month after said damage occurs and said money shall be collectible as rent and shall not constitute a waiver of the Landlords other remedies. Only the name of the Tenant as it appears on the Rental Agreement may be placed upon the bells, mailboxes or doors. The appearance of any additional names shall constitute a violation. Only one name per mailbox. The Tenant agrees to give prompt written notice to the Landlord of any leak or other defect in the premises. Tenants shall not obstruct the fire escapes or place flower pots, bird feeders or any other articles on the window sills or door caps of the building, nor shall they waste or unreasonably use water. Tenant shall not withhold rent or make any deductions for Landlord's inability to remove and plow snow from sidewalks and parking areas. Landlord shall be afforded a reasonable time under the circumstances, to remove snow from sidewalks and parking areas. If requested, Tenants must move car from assigned space to facilitate lot snow plowing within 12 hours after snow stops.

34. No water beds or fish tanks are allowed. No Tenant is allowed on the roof. All apartment floors must be carpeted with wall to wall carpeting or at least 90% floor coverage in area rugs.. No exercise equipment is allowed. No bidets. Tenant may not alter the plumbing or electric.

35. No wall paper or contact paper is to be put on any walls, shelves, drawers or closets, etc.

36. No trucks, trailers, commercial vehicles, mobile homes, boats, boat trailers, campers, motorized scooters, tents or other or forms of passenger or recreational vehicles shall be parked anywhere on the property.

37. No balcony, patio or parking space or garage space shall be used for storage. No barbecue, gas or electric grills, tires, bird feeders, bicycles, Xmas lights or storage of any kind are allowed on any balcony. The balcony use is restricted to not more than 4 people on it at one time. THIS IS A MANDATORY WEIGHT LIMIT-NO MORE THAN 4 PEOPLE ON BALCONY AT ONE TIME.

38. Landlord will not give occupancy to any repairmen for Tenants personal use.

39. Landlord is not responsible for unlocking tenants' doors if they do not have their keys. Tenants shall call a locksmith for entry. If resident manager does open door, it will be a \$100 charge and at managers discretion.

40. Landlord may stop the use of Laundry Rooms at any time. All washing and drying of clothes are at Tenants own risk.

41. Rental payment does not include a parking space or garage space. There is an additional charge for each. Parking is available for a minimum of six (6) months. No Tenant may park in the visitor's lot. Any Tenant parked in parking lot who is not paying for parking or is parked in the wrong parking space is subject to towing. Requests for adding or removing parking MUST

be on a work order. Tenant acknowledges that parking is at their own risk and holds Heritage House Associates and Main management Corp. harmless for any personal injury or property damage whatsoever.

42. Any violation of the Rules and Regulations shall entitle the Landlord to terminate the rental agreement and terminate the Tenant's possession of the premises in accordance with the law. A waiver shall not constitute a waiver for subsequent violations.

43. Tenants who remain in a unit giving the landlord notice of their intent leave shall be held responsible for double rent payments for the months that the tenant shall continue to occupy the unit.

44. Second party checks will not be accepted for payment of rent.

45. All notices to vacate become effective from the first day of the month. Any notices received after the first day of the month shall become effective the first day of the next month. Tenant must give Landlord 60 days' notice that they will not renew their lease.

46. No items, nails or wreaths shall be affixed to the apartment front door. In addition, no items such as floor mats or shoes may be on the ground outside the apartment door. No floor mats allowed in common hallway.

47. No tenant may operate a business from their apartment that employs people other than themselves or that has clients coming to the apartment building. No commercial packages for business may be delivered to the lobby or building,

48. No smoking is allowed on the property, including apartments, common areas and the grounds. Anyone found smoking on the premises will be asked to vacate immediately for destruction of the landlord's property and assessed \$250 fine for a first occurrence and \$500 fine for a second occurrence, at Landlord discretion, in addition to being asked to vacate the premises.

49. All balconies are subject to closure at any time and are not part of the Leased apartment. If the balconies need to be closed, for whatever reason, Tenant is not entitled to any rent reduction due lack of use of the balcony. The balcony use is restricted to not more than 4 people on it at one time. **THIS A MANDATORY NUMBER- NO MORE THAN 4 PEOPLE MAY BE ON THE BALCONY AT ONE TIME.**

50. Tenant acknowledges that the common areas of the rental property under camera surveillance. Any Tenants or their guests doing anything illegal and if caught on surveillance cameras will be turned over to Law enforcement. Any violations of Tenancy caught on video camera will also be cause for Lease termination and eviction. Tenant is responsible their guests and any damage they might cause. A Tenant will be charged all costs in relation damage by themselves or their guests, such as property damage, garbage. Any bodily fluids on property such as urination or throw up on property by either a guest or Tenant will be charged accordingly for a hazardous waste cleanup.

51. No beds are allowed in any rooms except the bedroom. No beds or sleeping overnight is allowed in the dining room or living room. The number of beds allowed in an apartment shall not exceed the number of names of all who will occupy the apartment listed on the tenancy application.

52. No candles or incense, smoking, marijuana or any open flames are allowed at any time.

53. Packages must be picked up the same day of delivery or they will be returned to sender or disposed of. All packages must be delivered to the delivery room, not in the vestibule or they will be removed or returned to sender or disposed of.

54. **COMMUNITY ROOM RULES & REGULATIONS-HOURS:** 8:00 AM - 10:00 PM (Subject to change). Only tenants listed on the tenancy application may use the room. Limit of 2 guests per apartment. Tenants are responsible for cleaning up after themselves. All beverages and garbage must be removed when the tenant leaves. No food allowed. The television volume must be no higher than reasonable levels. Noise must be kept down in consideration of other tenant in the building. Only talking level allowed. No parties allowed. Any abuse or destruction of property or failure to follow the rules will result in a fine and possible revoking of privileges. Management reserves the right to close the room at any time.

55. **FITNESS CENTER RULES AND REGULATIONS-HOURS:** 6:00 AM - 10:00 PM. This amenity area is for the use and enjoyment of our residents. Please keep in mind the following: The Fitness Center is not supervised. Please use at your own risk. The Fitness Center is available for use by residents only. No guests allowed. Music allowed with headphones only. No speakers allowed. Be considerate. Unruly conduct or disrespect will not be tolerated. If someone is waiting to use a piece of equipment, please limit your use to 30 minutes. Please do not attempt to repair equipment on your own. Report any broken or damaged equipment to the Resident Manager. No food, chewing gum, or beverages other than sports drinks or water allowed. Proper attire is required. Only sneakers are allowed. Please wipe down mats and fitness equipment after each use. Management company is not responsible for any lost or stolen personal items. No one under the age of 18 is permitted.

56. **YOGA STUDIO POLICIES- HOURS:** 6:00 AM - 10:00 PM. Please keep in mind the following: The Yoga Studio is not supervised. Please use at your own risk. The Yoga Studio is available for use by residents only. No guests allowed. Music allowed with headphones only. No speakers allowed. No food, chewing gum, or beverages other than sports drinks or water allowed. Proper attire is required. Only sneakers are allowed. Please wipe down mats and other equipment after each use. Management company is not responsible for any lost or stolen personal items. No one under the age of 18 is permitted.

57. **AMENITIES FOB AGREEMENT**-I acknowledge that I have received a fob for access to the building, community room, fitness center and yoga studio. I agree to return the fob upon vacating my apartment or if I no longer choose to use the amenities. I agree to be charged \$200.00 if I fail to return the fob upon vacating my apartment. If the fob is lost and needs to be replaced, there will be a \$200.00 replacement fee.

58. Tenant agrees to pay an amenities fee of \$150/year. The amenity fee is for the use of the Community Room, The Fitness Room and the Yoga Studio. This is a mandatory fee. In order to use the rooms, Tenant must sign all the required forms.

59> Occupancy Standards: Studio, 1 person. 1 bedroom, one person or 2 adults that are couple that share 1 bed, not 1 adult and 1 children. 2 bedroom is for 2 adults only or 1 or 2 adults with 1 child.

I hereby acknowledge receipt and agree to the above rules and regulations.

\_\_\_\_\_  
Date: \_\_\_\_\_

Tenant:

\_\_\_\_\_  
Date: \_\_\_\_\_

Tenant: