

## **BRANDYWINE OCCUPANCY RULES AND REGULATIONS**

These rules and regulations are a binding part of your lease. A violation of any of these rules may be considered a failure to honor your lease obligations, and consequently, you may be considered in default and subject to legal action under the lease and the law.

**1. RENTAL PAYMENT** - Rent is due on or before the first day of each month. Checks should be made payable to SNOW ASSET MGMT., INC for the full amount of rent. We prefer to receive the rent in the form of a single payment. Failure to pay all rent as due will expose all tenants in the apartment to eviction proceedings, and consequently, you will be subject for payment of Landlord's legal costs and fees. Please make arrangements well in advance to see that rent is paid in a timely manner. Rent is preferred in the form of a check or money order. Cash is strongly discouraged. Also, please be sure that your apartment number is clearly written on your check to help us properly credit your rent.

**2. PARTIES AND EXCESSIVE NOISE** - Be forewarned: The Landlord will vigorously enforce all Lease provisions with regard to excessive noise and parties. You are bound by your lease to be responsible for the behavior of your guests and to respect the rights of other tenants at Brandywine. After 10:00pm is considered quiet time. You may not have a party where there are more than 12 people, all parties must be within your apartment, and not spill out into the hallways and/or common areas. Again, you are responsible for the behavior of yourselves and your guests. If a party is too big, uncontrollable, or disturbing the others, it will be shut down by management and/or the police. Any violations of the party and noise provisions of the lease will result in written warnings being sent to the tenants and their guarantors. More than one written complaint for noisy or offensive behavior may be considered grounds for eviction of all tenants in the apartment.

Likewise, if you find that you are disturbed or bothered by the behavior of other tenants, and you have failed in your attempts to remedy the situation, please contact management and/or the police to allow us to address the situation. All complaints made to management will be held confidentially.

**3. ILLEGAL USE OF PREMISES** - All residents agree not to engage in or permit unlawful activities. This includes under age drinking and illegal drug related activities in the apartment, hallways, common areas or grounds.

**4. ALCOHOLIC BEVERAGES ON THE GROUNDS** - Alcoholic beverages shall not be consumed on the grounds, in the hallways, or in the common areas of Brandywine Apartments.

**5. GARBAGE AND RECYCLING** - All trash must be disposed of properly in the dumpsters located conveniently around the property. Please do not use the dumpsters belonging to Townhouse Apartments.

It is mandatory to recycle in Amherst. Recycling collection sites are located adjacent to each dumpster for newspaper, glass, cardboard, and metal cans. Glass and cans must be rinsed out. Each apartment has been provided with one recycling bin. Any bin that is not left at the end of the tenancy will be charged against your security deposit.

**6. LITTERING** - Residents and guests shall not litter the common areas or grounds of the complex. Personal property (bicycles, strollers, etc.) may not be left in the hallways or chained to trees, etc. Such items may be considered abandoned and disposed of by the management.

**7. BALCONIES AND PORCHES** - **No grills of any type are allowed on the balconies, porches or on the grounds.** Residents shall not store garbage on their balconies or porches. Residents shall not hang laundry outside. For safety reasons, please do not hang or place plants directly on top of balcony railings. All porches and balconies must be kept neat and clean.

**8. SERVICE REQUESTS** - All service and maintenance requests will be handled as promptly as possible. Please call or stop by the office with your requests. Requests should not be made directly to the maintenance staff as this will upset the system we have in place to best serve our residents. Requests for routine maintenance or repairs should be made during normal business hours. If you have an emergency maintenance requests after or before office hours the emergency maintenance number is 549-6020. Feel free to use this number any time you are unable to contact the office with an emergency. Our answering service person will take your name, telephone number, apartment number and relay your request to the maintenance personnel. Please do not use the emergency number for routine matters.

**KEYS** - Lost keys will be replaced at a cost of \$5.00 each. Occasionally, a resident may wish to have his/her lock changed. The charge for this is \$25.00. If you get locked out of your apartment during normal business hours, we will be happy to open the door at no charge as soon as possible. After normal business hours and on weekends there is limited lockout service available. Monday through Friday between 4:00pm and 9:00pm, and weekends/Holidays between 9:00am

4:00pm lockout service is available for a charge payable in advance of \$10.00. Between 9:00pm and 11:30pm lockout service is available for a charge payable in advance of \$25.00. Lockout service is not available between 11:30pm and 9:00am.

**10. LAUNDRY ROOMS** - Laundry rooms are located in Buildings 4, 10, and 14. The laundry room hours are posted in each laundry room.

**11. PARKING**

- A. All vehicles must be parked in a designated parking space.
- B. Any vehicle parked in a non-designated area, such as the grass, fire lane, or in front of a dumpster will be towed at the vehicle owner's expense without further notice. If a permit has been issued to that car, it may be revoked and all parking privileges suspended.
- C. Only visitors may park in designated visitor parking spaces. Any resident car, with or without a resident sticker, parked in such a space will be towed at the vehicle owners expense.
- D. Any vehicle parked in the visitor areas over the posted time limit will be towed at the vehicle owner's expense.
- E. Only vehicles with valid Brandywine Parking Permits may park in resident parking areas. Cars parked without permits are subject to towing at the vehicle owners expense.
- F. No more than 1 parking permit per bedroom will be issued per apartment. Each person can have no more than 1 permit. No permit will be issued unless all Lease documents are signed by every tenant on the Lease, and all current rent has been paid. **NO EXCEPTIONS.** Permits will only be issued for vehicles that are lawfully registered to the lessee. An annual permit fee of **\$100 per sticker** is required..
- G. Issuance of a parking permit does not guarantee an available space.
- H. All permits remain the property of Brandywine Apartments. The Landlord reserves the sole right to revoke any permit from any tenant not observing the parking regulations. If a permit is revoked a new permit will not be issued to another resident of the same apartment during the current Lease term.
- I. No repairs (including washing of cars and changing oil) may be done to vehicles anywhere on Brandywine property.
- J. No double parking (end to end) is allowed anywhere (including in front of Building 1 and Building 2).
- K. All permits must be displayed in the upper left hand corner of the driver's side passenger window to be valid. Permits are not transferrable.
- L. If you wish to permit a new or different car please peel off your old sticker, bring the old permit into the office, and we will issue a new sticker in accordance with the current parking regulations.

**12. SMOKE DETECTORS** - All smoke detectors have been checked to insure that they are working when a tenancy begins. Residents agree to notify management in the event there is any problem with either the smoke detector, and/or emergency lighting/smoke detectors in the common hallway. In the event that we find a smoke detector vandalized, or removed, the tenant will be charged \$50.00 plus the cost of materials for putting the smoke detector back into working order. Smoke detectors and other fire safety equipment are provided for your safety as well as the safety of others. We reserve the right to prosecute to the full extent of the law in the event you or your guests vandalize any fire safety equipment. We reserve the right to check your smoke detector when performing other maintenance in your apartment, or at other times during your tenancy and should the detector be found to be not working properly, it will be repaired and you will be charged.

**13. MOVING** - Moving in and out of apartments is permitted between the hours of 8:30 A.M. and 5:00 P.M. Cars and trucks are not permitted on the lawns, sidewalks, etc. while you are moving in or out, and are subject towing without further notice. Any damage to the common areas caused by your moving will be charged accordingly.

**14. SWIMMING POOL** - The swimming pool is usually open the first Tuesday after Memorial Day through Labor Day each year. Rules governing the use of the pool are clearly posted on the side of the pool house. Pool permits may be picked up in the office. If a Lifeguard is not present, the pool is closed. Any use of the pool while a Lifeguard is not present will be considered trespassing and the police may be notified. **NO ALCOHOLIC BEVERAGES OR FOOD IS PERMITTED ANYWHERE IN THE POOL AREA.**

**15. SNOW REMOVAL** - Residents must cooperate with established snow removal procedures. Management will plow the driveways and parking areas shortly after the end of snowfall. All cars must be removed from the lot during snow removal. If you are going to be away from the premises for any length of time during the winter and leaving your car behind, you must make arrangements to have your car removed in the event of snowfall, or be subject to towing without further notice.

**16. PET POLICY** - There are no pets allowed at Brandywine. Any animal found in either the common hallways, or on the grounds are subject to immediate removal by a member of the Brandywine Staff. Any animals found will be turned over to the town or an animal shelter. An animal will not be returned to any resident, nor any neighbor. In the event that we become aware for any reason of an animal living in an apartment, the tenants shall receive a written notice immediately that they have five(5) days to remove the animal, or eviction proceedings will be commenced.

**17. DELIVERIES** - The Brandywine Office is not responsible for any loss or damages resulting from the delivery of residents' packages to the office in the case that residents are not home. Residents are free to request that packages not be left at the office.

**18. SALES & SOLICITING** - All sales and soliciting are strictly prohibited on Brandywine Apartments property.

**19. DAMAGE TO THE APARTMENT/COMMON AREAS** - Tenants will be strictly held responsible for damages in their apartments and to the common areas. You are also responsible for damage done by your guests. A written bill will be sent shortly after the damage is noticed and payment is expected promptly upon receipt. Further, maintenance that is required beyond usual wear and tear will be charged to the tenants (this includes toilet back ups because of improper use, holes in the walls, etc.).

**20. MOVE OUT PRIOR TO THE EXPIRATION OF LEASE** - Each tenant must realize that moving out prior to the expiration of the lease does not release either the individual or other tenants on the lease (and guarantors if applicable). All tenants are jointly and severally liable for the full performance of all lease obligations. This means you are each responsible for the actions of your roommates. The Landlord does not differentiate between you individually, with respect to this you are all treated as a group.

If you move out prior to the expiration of the lease, you must notify the office in writing and return your keys. You will remain responsible for payment of rent and other charges until the earlier of the original expiration of your lease, or our leasing the apartment to new tenants who actually take possession. In addition, you may be held responsible for leasing costs that may include but are not limited to cleaning the apartment, painting, advertising, etc.

If you move out and fail to pay rent the management may go to court and obtain a judgment for monetary damages against all or one of the tenants, and one or all of the guarantors of the lease.

If an individual moves out of the apartment, and the others remain, all those on the lease will continue to be bound by the terms of the lease. However, should you want to assign part of the lease to a new individual, you must come to the office and have a release signed by all tenants on the current lease, and a new lease signed (including an approved application with complete papers) from the new tenant.

**21. SECURITY DEPOSIT REFUNDS** - Apartments will be inspected for damages shortly after the tenants vacate the apartment. Security Deposit refunds will be made in the name of all tenants on the lease, unless we receive a form (available in the office) indicating to whom the check should be made payable. In no event will we issue separate checks. It is important that you give us a forwarding address for the check. Failure to give us a forwarding address may delay return of your Security Deposit.

**22. SUGGESTIONS** - We welcome all constructive criticism of any policy we may have, and welcome your suggestions for improving the overall quality of living at Brandywine. Please feel free to call upon the Manager with your thoughts.

**23. BRANDYWINE STAFF** - It is the policy of the owners and management of Brandywine Apartments to be responsive and courteous. If you feel someone has been rude or unreasonable please call Erica Arbron, President at (203)322-7170.

**24. CHANGES TO RULES AND REGULATIONS** - The Landlord reserves the right to change and/or amend these rules and regulations.

Lessee(s):

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In witness whereof the parties hereto interchangeable set their hands and seals this day of \_\_\_\_\_.

By: \_\_\_\_\_