

ADDENDUM 'A'

**THE BRYNCHESTER,
A 55+ APARTMENT COMMUNITY**

THE BRYNCHESTER IS AN AGE-RESTRICTED COMMUNITY IN WHICH THE OCCUPIED UNITS MUST BE OCCUPIED BY AT LEAST ONE PERSON WHO IS 55 YEARS OF AGE OR OLDER, AND IN WHICH OCCUPANCY BY ANY PERSON WHO IS LESS THAN 18 YEARS OF AGE IS PROHIBITED.

COMMUNITY RULES AND REGULATIONS

The following rules and regulations were developed for the comfort and safety of our valued residents. The Management reserves the right to add or alter these rules and regulations at any time with a 30 day notice provided to The Resident.

EFFECTIVE APRIL 1, 2010

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THE BRYNCHESTER, AN APARTMENT COMMUNITY GENERAL RULES AND REGULATIONS FOR TENANTS

The term "Resident" refers to the Tenant of a Unit.

Violations of the Rules and Regulations may subject Residents to fines or other enforcement.

Residents (and, where permitted, their guests) have the right to use various common areas and facilities, such as sidewalks, paths, drives, hallways, corridors, vestibules, as well as any community room or recreational amenities. Residents may not interfere with the use of these facilities by others.

Residents should make their guests aware of these Rules and are responsible for their guests' actions.

Common areas may not be used by Residents to store furniture or any other property.

The Management may post rules or policies regarding the use of specific facilities. All posted rules or policies are binding on Residents and their guests.

Residents and their guests are expected to conduct themselves in a manner that does not, at any time, disturb other Residents.

The Management and its authorized contractors and agents are the only ones that have the authority to change, maintain, or repair the common facilities.

No Resident may interfere with or change any of the common heating, cooling, lighting, plumbing, electrical or similar facilities in the buildings and common areas.

Residents must comply with signs regulating the parking areas, drives, parking garages and entranceways of the property.

Solicitors and solicitations are prohibited without the prior written approval of The Management.

The Management has no liability or responsibility for any personal property of a Resident placed or kept in or on any portion of the property.

No radio, television or other type of antenna or reception device shall be installed on the outside of the building or otherwise on the common facilities unless approved in advance by The Management.

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INSURANCE

The Management will carry (to the extent reasonably available) fire and property damage insurance in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Elements and Units (exclusive of improvements and betterments installed in the Units, and exclusive of personal property and other contents therein), the premiums for which will be paid by The Management.

Each Resident is required to carry Renter's insurance to protect their personal belongings against fire or other property damage and liability claims. The Management will be in no way responsible for any personal property loss.

CONTRACT INFORMATION

East Resident must give the Manager their telephone number (landline and/or cell phone) at the Unit (whether listed or unlisted), work number and the name, address and telephone number of at least one relative or other person to contact in case of emergency.

MOVING IN OR OUT

A moving permit with a refundable cost of **500.00** (\$) is required by The Resident to cover any damage caused by moving. This deposit must be paid to The Management before the moving permit is issued. The deposit will be refunded if there is no damage, or applied to the repair of damages, in which case any remaining deposit monies will be applied to The Resident' account. If the cost of such damages exceeds the deposit, the Resident shall be liable for the additional costs.

The Resident must furnish the name, address and telephone number of the moving company and sign the permit acknowledging receipt of instructions, the elevator lock-out key and elevator mats.

The Resident must remove all temporary floor coverings, empty packaging boxes and all other debris resulting from the move, from all common areas in a timely manner.

All moving must take place through the garage in the back of the building. The front entrance is not to be used for moving in or out.

INDIVIDUAL WATER HEATER AND HEATING UNITS

The water heater and gas-fired heating unit in your Unit are combined in a single unit, located in a closet. This closet has an unlocked door and is designed to allow for air intake. It should not be sealed air tight.

COMMON HALLWAYS

Wreaths and other reasonable holiday or seasonal decorations may be hung only on the hallway-side of the entrance door to your Unit. Residents are not permitted to place any decorations or other items on the outside of their windows, exterior walls, or on the walls of the hallways or elsewhere in the common areas without the prior written approval of The Management.

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SHADES AND DRAPERIES

Windows must feature some style or type of drapery or shades that are white or off-white on the side visible from outside the Unit.

LIGHTED CANDLES OR WREATHS

Decorative wreaths, menorah or electronic or battery operated candles may be displayed in windows to celebrate holidays or festive occasions, provided that lights are white or colorless.

PATIOS – UNIT #10

The following are prohibited on the patio:

- Wind socks, chimes or other wind activated devices
- Hanging baskets
- Gaudy displays of any kind; flags and banners, clotheslines; signs of any kind; towels and articles of clothing
- Barbeque grills, open flame lamps, torches or fireplaces, and outdoor cooking of any kind
- Outdoor seasonal decorations, such as lights
- Furniture and furnishings other than normal patio or seasonal chairs and tables, etc.
- Bird houses and feeders
- Storage of bicycles or other personal property
- Pet carriers or cages

FIRE AND SAFETY REGULATIONS

1. All stairwells are constructed to act as fire towers and to contain fire for a period of one (1) hour when all doors and windows are closed.
2. It is in violation of local and state fire codes to prop open any of the exterior or interior fire doors or to open any of the windows at any level within the fire towers.
3. Smoking is prohibited in all interior Common Areas, including but not limited to Hallways, Stairwells, and indoor garages, underground parking Smoking is allowed at designated spots in the Exterior Common Areas.
4. Storage of flammable fluid, including propane or other liquid petroleum gasses and hazardous paints, thinners and oils is prohibited.
5. The placing of boots, umbrellas, boxes or other objects on the floor outside of entrances to a Unit is prohibited.
6. Water valves supply water to clothes washers should be turned off when washer is not in use.
7. If a Resident will be away for more than three (3) days, it is recommended that the main water valve to the Unit be shut off.
8. There are smoke detectors in common hallways. Activation of any one of these will result in activation of the central alarm system for the building.

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9. Fire alarm “pull” stations are located on the walls of all hallways to permit fire system activation.
10. All rooms and hallways of Living and Common Areas are protected by fire sprinkler heads, mounted in the ceiling.
 - (a) In the event of activation of a sprinkler head by heat or by accidental breakage, the system is designed to spray continuous stream of water under high pressure to contain a fire and summon the fire department.
 - (b) If accidental breakage, or if a fire is no longer involved, the water may be shut off, to prevent further water damage to Building and furnishing.
 - (c) A shut-off valve is located in the sprinkler room in the basement level garage and is clearly marked.
 - (d) Closing the valve will shut off the water flow to all sprinkler heads.
11. In the event of discharge of water from an open sprinkler head, the adjacent Units and those on the floor levels below should be inspected for possible water damage and the Unit Resident notified.
12. The Management must be notified and in the absence of a Resident will arrange to enter the Unit to inspect for damage.

REGISTRATION AND CONTROL OF PETS

1. You may have a maximum of two (2) pets (cat and/or dog) in your Unit. Weight for each pet is restricted to under forty (40) pounds.
2. Dogs shall be registered and licensed. The Resident must provide such information about the dog as reasonably required by The Management. at its sole and absolute discretion, The Management may determine that a particular species or breed of a pet is dangerous and detrimental to the health and safety of the community, and shall not be brought onto the property or kept in the Unit at any time.
3. Dog owners are responsible for the immediate removal of solid waste by use of “pooper” scoopers or “baggies.” Failure to adhere to this rule may result in fines and/or further enforcement actions, to be determined by The Management.
4. Pets causing or creating a nuisance or disturbance may be required to be permanently removed from the property upon ten (10) days prior written notice from The Management (or such shorter period as is reasonable if The Management believes that a pet poses a danger to the community).
5. Pet owners will be responsible for the cost of any and all damages caused by pets in all interior and exterior common areas. The pet owner will be billed for costs of repairs, cleaning, and/or replacements that may be required.
6. Pets may not be walked in front of Unit #10 patio area.

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VEHICLE REGISTRATION, PARKING AND TRAFFIC CONTROL

1. All motor vehicles that are owned and kept on the property by Residents must be properly registered with a parking permit.
2. A limited number of handicapped spaces are available, both inside and outside, and their availability is not guaranteed.
3. No unlicensed, uninspected, unregistered, or inoperable motor vehicle may be kept on or about the premises. No recreational vehicles, campers, trailers, boats, or boat trailers shall be kept, stored, or parked on or about any of the parking spaces on the premises.
4. Oversized and commercial vehicles (except delivery vehicles parked temporarily) may not be parked or kept on the premises.
5. Parking spaces in the parking garages underneath the building will be assigned to specific Units. These spaces may only be used by Residents of the Units or Parking Licensees to which they are assigned. Otherwise, such spaces are subject to all the other rules and regulations set forth herein.
6. The Management may designate specific portions of the outdoor parking areas for visitors.
7. All vehicles parked outdoors must be parked with exhaust facing away from the building.
8. Violations of parking regulations will be subject to citations and possible fines for unauthorized parking. Citations will be issued and fines will be levied as follows:
 - (a) For first violation, a warning.
 - (b) For a second violation, a fine of **50.00** (\$) against the Resident responsible for that vehicle which must be paid with one (1) week.
 - (c) For third or subsequent violations, a fine, in increasing increments of **\$15.00** for each successive violation will be imposed. In addition, if violations persist beyond a third (3rd) violation, or if a vehicle is parked in a fire zone or unlawfully parked in a handicapped space, The Management may have it towed at the Resident's expense.

RULES ENFORCEMENT PROCEDURE

Unless specifically provided for to the contrary, enforcement of these Rules and Regulations shall be as follows:

1. No report of any violation will be considered unless a signed, written complaint is received. The complaint must include the name of the violator and an outline of the facts in detail. All complaints must be submitted to The Management for review. Violations witnessed by the Management will be address without a written complaint.
2. An attempt will be made to correct the matter on a confidential basis with a letter being sent to the violator requesting correction of the violation within a specified period of time.
3. If the violation has not been corrected within the specified time, a second letter will be sent to the violator advising them that a **\$50.00** Rules Violation Assessment has been levied and must be paid within 10 days of the notification.

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4. Additional complaints regarding the same rules violation will result in an additional Rules Violation Assessment with an incremental increase of **\$25.00** per incident (for example and not limited to \$75, \$100, \$125, etc.).
5. An additional **\$15.00** per day Rules Violation Assessment will be levied for each day a violation continues after the date specified for compliance.
6. The Management has the right to enforce, by any procedure at law, all Rules and Regulations contained in Addendum A of the lease agreement. Any costs incurred by The Management, including but not limited to attorney's fees, will become the responsibility of the Resident whose Unit is in violation.

_____ Date _____
John Smith

Manager, As Agent for Owner

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