



# Brookside Meadows

## Apartment and Community Rules & Regulations Updated April 2018

The following Apartment and Community Rules & Regulations are attached and made a part of your Apartment Lease. You should read the following Community Guidelines carefully. All residents in the unit should read and be familiar with these Rules & Regulations.

### General

- 1) Unless otherwise specified in your Apartment Lease or set forth herein a violation of any Rules & Regulations shall be subject to the following penalties: 1<sup>st</sup> offense will result in a \$100.00 fine, 2<sup>nd</sup> offense will result in a \$500.00 fine, 3<sup>rd</sup> offense will result in a \$750.00 fine and/or possible eviction, which shall be determined at the discretion of Management.
- 2) Tenants are reminded that they are required to promptly notify Management in writing of any changes in their contact information including name changes, cell phone number, work number, home number, email address etc.
- 3) Tenants are reminded that they are required to register all vehicles with Management; this includes the year, make, model, color and plate number of the vehicle. Should you have any changes to this information you are required to notify the office to update the information
- 4) Residents are obliged to notify Management if they plan to have guests or additional occupants for longer than 60 days. All occupants (over the age of 18) residing in the apartment are required to have a criminal background check. If the guest or additional occupant would like to become a resident, they are required to contact the office to discuss qualifications.
- 5) It is the responsibility of Tenant to file the appropriate address change in advance of a vacancy. Tenant understands that Management and/or new Tenant is not responsible for the returning or collecting any mail. **Tenant also understands that all mail received after vacancy will be returned to post office as "RETURN TO SENDER."**
- 6) Rent is due on or before the 1<sup>st</sup> of each month. Rent is considered late after the 5<sup>th</sup> of the month. If the 5<sup>th</sup> falls on a Sunday, mail will be collected prior to 8am on the 6<sup>th</sup>. Any rent that comes in after 8am on the 6<sup>th</sup> of the month will be considered late and a late fee will be added to your balance. If the 5<sup>th</sup> falls on a Saturday, all rent payments will be collected until close of normal business hours. All other payments will be considered late and a late fee will be added to your balance in accordance with the terms of your Lease.



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- 7) Amenity fees are due within 30 days of a lease renewal.

## **Apartment and Housekeeping**

- 1) The apartment must be kept clean, in sanitary condition and free from objectionable odors.
- 2) Apartment inspections are sometimes necessary. Resident will be notified two days in advance of an inspection.
- 3) No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- 4) Satellite Dish installation is strictly prohibited.
- 5) Tenants or guests are not permitted on roofs of the buildings at any time.
- 6) The Tenants shall inspect the premises upon move in and move out. The completed "Move-In Sheet" shall form the basis for the determination of repair charges when vacating. If a "Move-In Sheet" is not returned within 5 business days and signed by management, then the apartment is assumed to be in perfect condition upon move-in.
- 7) Light bulbs are to be replaced at the Tenant's expense. If Tenant needs assistance changing a lightbulb, the lightbulbs are to be provided for maintenance. Maintenance will help change ceiling fan bulbs and loft bulbs. All bulbs must be operational at the time the Tenant vacates the premises.
- 8) Tenant is responsible for cleanliness of the area in front of their apartment door and for any common area used. Entry way doors are allowed to have only a few items at the doorway (ex. Chair and small plant) Please ensure that cigarette butts are properly disposed of- including those of your guests. Regularly empty ashtrays. Ashtrays must contain a lid.
- 9) No littering of papers or any trash is allowed. Trash and pet waste should never be left at entryways.
- 10) Household trash and recycling are the only items allowed to be disposed of in the dumpsters. Trash is never to be left on the ground in the dumpster areas. Anything left by tenant on the ground or at the entry way doors is considered littering, resulting in fines.
- 11) Garments, rugs or any other items may not be hung from the windows, patios, or porches or any other exterior area of the community.
- 12) Patios and/or porches appurtenant to the apartment should be kept clean and organized. They should not be cluttered or unsightly. Alterations or modification may not be made, in any way, to the structure or appearance of any patio or porch area or any area appurtenant to the apartment. Patios and porches may not be used for storage



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purposes and Tenant is prohibited from fencing in, wiring in or enclosing such areas in any manner.

- 13) Pets may not be tied to the porch in any way. Management has a right to remove any leads attached to a porch, trees or staked to the ground.
- 14) **Grills may not be stored on a porch.** Grills may be kept behind the building and must be at least 10 feet away from the structure when in use. Grilling on any porch or patio area is strictly prohibited. Size restrictions do apply. Contact the office for additional information.
- 15) Damage to any part of the property by Tenant, Tenant's family or guests of the Tenant will be the financial responsibility of the Tenant.
- 16) Tenants shall not paint their apartments without the prior consent of management. Upon move out, the painted walls are to be primed back to white.
- 17) Waterbeds are not permitted on the property.
- 18) Any bikes, scooters or skateboards that are not in use should to be stored inside your apartment or behind your building. Bikes stored behind the building or on the bike racks must be in operational condition.
- 19) Sidewalk chalk is not permitted. Cost of time to clean the chalk by maintenance will be charged to the Tenant.
- 20) No planting of any kind is permitted on the property without written consent of management. Management has the right to remove any plants that were not approved. No changes to landscaping is allowed.

## **Noise and Conduct**

- 1) Respect your neighbors – keep noise level down during our quiet hours of 10pm to 7am.
- 2) Tenants shall not make or allow any disturbing noises in or around the apartment by Tenant, family or guests, nor permit anything by such persons which will interfere with the rights, comforts or conveniences of other Tenants.
- 3) No lounging, visiting or loud talking, that may be disturbing to other Tenants will be allowed in the common areas at any time.
- 4) All smoking must be conducted at least 20 feet away from the building or structure. Cigarette smoke can travel into your neighbor's apartment if you are smoking by the common area doorway as well as inside or outside of the garage. This includes no smoking on the porches of 1 bedroom units.
- 5) All musical instruments, television sets, stereos, radios, etc., are to be played at a volume which will not annoy or disturb other Tenants. If a neighbor or passerby can hear a Tenant's television or radio, it is too loud.



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- 6) Fitness equipment (including treadmills and barbells) are not permitted on 2<sup>nd</sup> floor units.
- 7) The activities and conduct of all Tenants and guests outside the apartment, on the common grounds, parking areas, or any other areas are required to be reasonable at all times and not annoy or disturb other tenants.
- 8) Drunken, belligerent or threatening conduct towards other Tenants, Tenant's visitors, or management will not be tolerated. Termination of lease may be initiated at Managements discretion.
- 9) Please keep a distance of at least 10 feet from your neighbor's windows, patios, and porches and while walking your pet.

## **Parking**

- 1) Assigned parking may not be changed or altered by Tenant(s)
- 2) Service providers to the complex (Central Hudson, Spectrum, Etc.) will be asked to park in the visitor spot, if available. However, they may park in any other spot necessary in order to do their job. If a service vehicle is parked in your spot, please use the next available visitor spot.
- 3) Unauthorized parking is prohibited. Vehicles parked in unauthorized spaces will be towed at the vehicle owner's expense.
- 4) Tenants are not to park in vacant units' spots without prior consent from the office
- 5) Management is not responsible for any theft or damage to cars or other vehicles while on the premises.
- 6) Management will tow, at Tenant's expense, any unregistered/un-plated or inoperable vehicles if not removed after initial request from management to remove the car.
- 7) Townhouses and Apartments with garages: One car is to be parked inside of the garage, and second car is to be parked in the spot behind the garage. Visitor parking spots should not be used for additional parking.
- 8) While parked in a handicap spot, a handicap sticker must be visibly displayed. If no handicap sticker is displayed, the car will be towed at the owner's expense.
- 9) No trailers are to be parked in your assigned spot or visitors spot, trailers are only permitted to be parked inside of your garage.
- 10) Please respect the sidewalk when parking your car. The front or back of your car should not overhang into the sidewalk where people need to pass by.



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## Safety

- 1) If an emergency that poses immediate threat to human life occurs, Tenant should contact 911 immediately. If it is an emergency that needs to be handled by Management, notify the Leasing Office as soon as possible.
- 2) When leaving the premises for more than two (2) weeks, Tenant shall notify Management.
- 3) To prevent unwanted access, resident is prohibited from duplicating any keys or changing locks on any doors. If an extra front door key is needed, Management will duplicate a key for a \$25 charge.
- 4) No added internal locks on doors are allowed. This includes any internal door in the unit.
- 5) Cigarette butts must be disposed of in a covered ashtray and never directly onto ground or in flowerbeds. Ashtrays must be covered and are to be emptied by the Tenants who smoke and/or who have guests that smoke. Improper cigarette butt disposal will **not** be tolerated.
- 6) Tenants, their family and guests are to obey all stop signs, speed limits located on the premises. Fines will be imposed for all violations of speeding or not stopping at the stop signs.
- 7) Children under the age of 16 are **required** to wear a helmet while riding on the property. It is the responsibility of a parent or guardian to enforce their children to wear a helmet. Fines will be imposed for violations.
- 8) Bikes, scooters and skateboards are permitted to ride on the sidewalk, but walking pedestrians always have the right of way. Riding bikes, scooters and/or skateboards through the landscaping is strictly prohibited. If you are seen riding through the landscaping, the Tenant will be held responsible for the cost to fix and replace any damaged landscaping. Roads and sidewalks are shared space. Bikes, scooters and skateboard users must watch for oncoming traffic. Even on the sidewalks, there may be moving vehicles due to the garages and driveways.
  - **Parents/Guardians are responsible for watching their children while they are riding on the property at all times.** Brookside will no longer tolerate young children riding on the property unsupervised. If children are seen riding on the property without direct parent/guardian supervision, they will be directed back to their unit or parent/guardian. If the child is seen again riding on the property without direct supervision, tenant is subject to fines listed in General/#1.
- 9) For the safety of all residents, playing on or near the snowbanks/piles during snow removal process is strictly forbidden.



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- 10) Brookside residents & their children are not permitted in the maintenance shop buildings and/or on the maintenance equipment. This includes the barn off of Wigsten Road, and the dirt piles existing the complex.
- 11) The access road leading to the maintenance shop is off limits to residents. Residents are required to utilize the entrance off of Wigsten Road to in order to drive to the pavilion and storage units.
- 12) Management will not admit anyone into a unit unless they are listed on the lease as a tenant or resident. Anyone under the age of 18 will not be given access to an apartment without a parent or guardians permission.

## **Guests**

- 1) Tenants assume full responsibility for the actions of their guests and agree to assume all financial responsibility for damages to the premises, furnishing or landscaping by Tenants or guests.
- 2) Each Tenant is exclusively responsible for the health, safety, and welfare of Tenants and Tenant's guest.
- 3) All visiting dogs are required to be cleared by the leasing office before letting them onto the property. Brookside Meadows has a dog breed restriction list and a 50lbs weight limit that all residents are required to abide by. If a visiting dog is on the premises without the Management's approval, the resident is subject to a \$100 fine.

## **Pets**

- 1) Only pets approved by Brookside Meadows Management are allowed on the premises.
- 2) A maximum of 2 housebroken animals are allowed per residence
- 3) Animals must be spayed/neutered and have all proper licenses, permits and required shots
- 4) The maximum full-grown weight for dogs is 50lbs (service animals exempt)
- 5) Dogs are to never be left unattended outdoors, and must ALWAYS be kept on a leash with a maximum length of ten feet. If you are seen with your dog unleashed, the 1<sup>st</sup> offense will result in a \$100.00 fine, 2<sup>nd</sup> offense will result in a \$500.00 fine, 3<sup>rd</sup> offense will result in a \$750.00 fine and/or possible eviction, which shall be determined at the discretion of Management. Management will also request to remove the animal from the unit.
- 6) Pet owners are required to pick up after their pets and properly dispose of their waste. Besides being unsightly and smelly, animal waste can be hazardous to the health of our children who play in the community and other pets. One of the most common forms of disease transmission between dogs is through fecal matter.



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- 7) Dogs must be curbed and all waste properly cleaned and disposed of by Tenant. Brookside Meadows offers "Dog Waste Stations" but cannot guarantee dog waste bags. Please carry dog waste bags with you. Should violations be observed, applicable charges (as set forth in the schedule of fees) for staff removal of animal waste will be posted to owner's account upon each violation.
- 8) Indoor cats only are allowed. Brookside Meadows does not allow free-roaming cats on the property. Stray cats on the property are not to be fed by Brookside Meadows residents. Please do not encourage stray cats to come on the porches or patios.
- 9) Management reserves the right to disapprove of animals other than cats and dogs.
- 10) Fish and/or animal tanks may not exceed 1 gallon in capacity.
- 11) Rabbits, ferrets, chinchillas, snakes, spiders, reptiles and other exotic animals are strictly prohibited
- 12) Dog Breed Restrictions: Akitas, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Siberian Husky, Pit Bull Terriers, Pit Bull Terrier mixes, Staffordshire Terriers, Rottweilers, German Shepherd, Presa Canarios, Chow Chow, Doberman Pinschers, Dalmatians
- 13) Brookside Meadows has the right to request the removal of any aggressive animal from the property.
- 14) All visiting dogs are required to be cleared by the leasing office before letting them onto the property. Brookside Meadows has a dog breed restriction list and a 50lbs weight limit that all residents are required to abide by. If a visiting dog is on the premises without the Management's approval, the resident is subject to a \$100 fine

## **Maintenance & Repairs**

- 1) No alterations or improvements shall be made by the Tenant without the consent of Management. Any article attached to woodwork, walls, floors or ceiling, etc., shall be the sole responsibility of the Tenant. Tenant shall be liable for any repairs necessary during or after Tenancy to restore premises to the original condition.  
There is a \$25.00 fee to replace lost keys. This covers the cost of having the key cut and the transportation and time required. To re-key a lock, the Tenant will be assessed a \$50.00 fee (this is not charged upon vacancy, only by request of lock to be changed).
- 2) If Tenant cannot access his/her apartment from the loss of keys, they may request Management to open the door from 8:30am to 4:30pm Mon-Fri with no charge. Any lock-out after hours will result in a \$25 charge per occurrence that will be added to the next month's rent amount.



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- 3) Management will not, under any circumstances, admit any visitor into an apartment without previous written notice submitted to the Management (dog walkers, baby sitters, house cleaners, etc.). Tenant may provide a key with written permission to Management to give out to visitors.
- 4) Maintenance will wear boot covers while performing work within the units. OSHA Standards do not allow Maintenance to remove their boots inside the unit.
- 5) Maintenance will leave a note or door tag stating what work was completed during the work order
- 6) Maintenance is not permitted to enter an apartment and complete a work order if a person under the age of 18 years old is in the unit alone.
- 7) Service requests should not be made to Maintenance people or other such personnel. Please contact Management via phone or email for such requests.
- 8) Cost of repair or cleaning of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Tenant negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.
- 9) Maintenance will enter each unit for mandatory quarterly preventative maintenance to HVAC equipment. You will be notified by email that we have on file. The email will be sent two days in advance of entering your unit. Equipment can fail if this work is not performed. Resident will be responsible if this equipment fails due to denial of entry by Maintenance. If the Tenant replaces their own air filters, this inspection still will be performed.
- 10) Brookside Meadows will not be making appointments for work orders. All work orders submitted by Tenants will be completed in a 48 hour period. We will do our best to accommodate your schedule, but cannot give a specific time that we will enter the apartment.

**THIS DOCUMENT IS ATTACHED TO AND MADE A PART OF THE APARTMENT LEASE AGREEMENT. TENANT HEREBY AGREES TO THE ABOVE TERMS AND CONDITIONS.**

**Unit #:** \_\_\_\_\_

**Name / E-Signature:** \_\_\_\_\_

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