

Prepared by Adam Leitman Bailey and Dov Treiman, © 2008 by Adam Leitman Bailey, P.C.

APARTMENT HOUSE RULES

Rules governing the Lease dated	20	as follows:	
The Landlord is:		The Tenant is:	
	(the "Landlord")		(the "Tenant")
The Apartment no.	(the "Apartment")	Term Lease starts:	20
in the building at		and ends:	20
	(the "Building")		

The Tenant shall obey all of the following House Rules, it being understood that each and every one of these rules is a substantial obligation of the Tenant under the Lease.

1. **Plumbing.** The Tenant shall not use any plumbing fixture for any purpose other than that for which it was designed or built. The Tenant shall not put sweepings, rubbish, the contents of vacuum cleaners, or acids in toilets or drains in the Apartment or in toilets or drains anywhere else in the Building.

2. **Blockage.** The Tenant shall not place, leave, allow to be placed or allow to be left anything in or on fire escapes, sidewalks, entrances, driveways, elevators, stairways, or halls. The Tenant shall not place, leave, allow to be placed or allow to be left property of any kind, interfering with ingress to the Building, egress from the Building or free passage along the halls and through the public areas, lobbies, courts, courtyards, garages, and driveways of the Building.

3. **Disposal of Waste – Generally.** The Tenant shall not place or allow to be placed dirt, garbage, or refuse in the halls, elevators, and public areas of the Building, except that the Tenant may carry such dirt, garbage, or refuse to places designated by the Landlord for the disposal of such matter.

4. **Disposal of Waste – Obedience to Law.** The Tenant shall not place anything or dispose of anything outside of the Apartment or outside of the Building except in safe containers and only at places designated by the Landlord and in compliance with all applicable rules and regulations of all departments, units, and agencies of the municipality and other agencies having jurisdiction over the Apartment and the Building.

5. **Windows.** The Tenant shall not hang, shake, or throw any articles, dirt, or debris out of the windows of the Apartment. The Tenant shall not display any sign, advertisement, notice or any other lettering inscribed, painted, or affixed by the Tenant on any part of the outside or the inside of the Apartment or the Building. Such rule is not intended to interfere with any rights the Tenant might possess under the First Amendment to the Constitution of the United States of America or law of this state. The Tenant shall not allow anything whatsoever to fall from the windows, terraces or balconies of the Apartment. The Tenant agrees that no object shall be placed on the window sills outside of the Apartment. In the event of a severe weather alert issued by a governmental agency in the region where the Building is located, the Tenant shall apply to glass windows and doors appropriate protective coverings.

6. **Terraces – Restrictions on Use.**

a. Anywhere in this Lease the word "terrace" is used, it is understood to include terraces, balconies, and patios.

b. The Tenant shall permit the Landlord full access to the terrace to make any alterations, repairs, or improvements to the Building or the terrace whenever the Landlord in the Landlord's sole discretion shall deem it necessary or desirable to do so. The Landlord has this right whether or not the alterations, repairs, or improvements are being done to comply with any law. The Landlord has this right even if the use of the terrace is to store materials in preparation for making alterations, repairs, or improvements. The Tenant shall make no claim for actual partial eviction on account of the Landlord's use of the terrace in any manner permitted to the Landlord by this paragraph.

c. The Tenant shall not use the terrace as a bedroom.

d. The Tenant shall not use the terrace for storage.

e. The Tenant shall not erect a fence or other enclosure on the terrace.

f. The Tenant shall not place furniture or furnishings on the terrace other than furniture and furnishing which are designed for outdoor use.

g. The Tenant shall not use the terrace for cooking, barbecuing, or charcoaling of food.

h. The Tenant shall not allow to be present on the terrace any highly inflammable materials, including but not limited to, gasoline, turpentine, benzene, mineral spirits, charcoal starter fluid, kerosene, diesel, fuel oil, black powder, explosives, and fireworks.

i. The Tenant shall not affix to the terrace any awnings or projections of any kind.

j. The Tenant shall not place any objects on the railings of the terrace and shall not hang clothing or other articles on or from the terrace.

k. The Tenant shall not shake out clothing or rugs on the terrace.

l. The Tenant shall not allow anything to fall from the terrace.

m. The Tenant shall not paint the Terrace.

n. The Tenant shall not interfere with any gate and shall not make any claim or defend any claim by the Landlord on account of any gate that the Landlord installs allowing access to and from the terrace to other parts of the Building. The Landlord may use such access gate at will without any notice to or permission from the Tenant. The Tenant is responsible for controlling access to the Apartment from the terrace.

o. Whatever property the Tenant places on the terrace, the Tenant places there at the Tenant's own risk.

p. The Tenant shall remove from the terrace all accumulations of leaves, debris, water, ice, and snow, regardless of whether other persons have access to the terrace.

q. The Tenant shall not install any dish or other antenna on the terrace without the Landlord's prior consent in writing.

r. The Tenant shall not install on the terrace any swimming pool, wading pool, Jacuzzi, fountain, or plant watering system.

s. The Tenant shall not permit on the terrace any child of ten years of age or younger without the supervision of a person fifteen years of age or older.

t. The Tenant shall not permit on the terrace any unrestrained pet, regardless of whether such pet belongs to the Tenant or to some other person. This paragraph shall not be understood to mean that the Tenant may have pets.

u. The Tenant shall not permit there to be on the terrace any plantings exceeding the load bearing capacity of the terrace. The Tenant shall not permit any plantings on the terrace to cause water, snow, or ice to accumulate on, damage, or infiltrate the terrace. The tenant shall not possess any plants that attach themselves to the walls, floors, or other surfaces of the Building

v. In the event of a severe weather alert issued by a governmental agency in the region where the Building is located, the Tenant shall remove from the terrace items which, when exposed to high winds, may pose a hazard to human life.

7. Terraces, Floors and Flat Surfaces – Weight and Water Restrictions. The Tenant shall not place anything on the terraces, floors, and other flat surfaces of the Apartment or of the Building that will place more weight on such terrace, floor or flat surface than that terrace, floor, or flat surface is designed to bear. The Tenant shall not tamper with any of the structural elements of the Building, including but not limited to walls, terraces, floors, balconies, and roofs of the Building, so as to make them less resistant to the intrusion of water.

8. Laundry. The Tenant shall not use the roof or string laundry lines for drying or airing laundry. The Tenant shall not use any clothes washing or drying machines in the Building except those, if any, placed by the Landlord in the Apartment and such as may be in a laundry room designated by the Landlord as operated by a party contracting with the Landlord to operate a laundry room in the Building. The laundry equipment located in the laundry room, if any, is being operated and maintained by a separate vendor as an accommodation to the tenants of the Building. The Landlord is not responsible for the maintenance of the laundry equipment in the laundry room, if any, any damage to Tenant's personal property caused by such equipment, or the operations of the laundry service itself.

9. Antennas and Solar Energy Collectors. The Tenant may not attach any solar energy collector, dish or other antenna to the roof, outside walls, or windows of the Building without the written consent of the Landlord. This shall not be construed to limit the rights granted by any federal or state law to any cable communications company.

10. Freight. The Tenant shall only use for freight those elevators designated by the Landlord to be used for freight and only on designated days and hours after making reservations in accordance with then-existing procedures. Proof of reasonable

and appropriate insurance protecting the Landlord and other tenants is required from any person moving furniture or possessions into or out of the building before access is permitted. A reasonable cash security deposit may also be required. The Tenant shall obey the Landlord's rules as to which days and hours elevators may be used for moving furniture and freight. The Landlord shall not be liable to the Tenant for any delays caused by or the result of such rules.

11. Operation of Elevators. The Tenant shall not operate any elevators in the Building except those elevators for which the Landlord has not hired operators.

12. Use of Elevators. The Landlord may designate which elevators are to be used for servants, messengers, and trades people and the Tenant shall obey such designations and be responsible for such obedience by the servants, messengers, and trades people, coming to and from the Apartment.

13. Use of Entrances. The Landlord may designate which entrances are to be used for servants, messengers, and trades people and the Tenant shall obey such designations and be responsible for such obedience by the servants, messengers, and trades people, coming to and from the Apartment.

14. Keys. The Landlord shall provide the Tenant with keys to the locks to the entrance to the Apartment. The Tenant may install an additional lock to the entrance to the Apartment, provided such lock is of no more than three (3) inches in circumference and has been submitted to and approved by the Landlord to conform in general appearance to the locks installed by other tenants in the Building. The Tenant must provide the Landlord with a key to that additional lock. Every time the Tenant changes the locks to the Apartment, the Tenant shall furnish to the Landlord a key to the new lock within three (3) business days after the installation of the new lock. The Landlord retains the right to enter the Apartment by breakage or otherwise for purposes of responding to emergencies. At the end of the Term, the Tenant must surrender to the Landlord all keys to the Apartment, regardless of how the Tenant came into possession of them. In the event the Tenant fails to conform to the Tenant's obligations under this paragraph, the Landlord shall have the right to replace the door to the Apartment when the Tenant moves out of the Apartment and the Landlord shall have the option of treating the expenses associated with such door replacement, including both labor and materials, as Additional Rent and as damages due to the Landlord that may be charged against the Tenant's Security Deposit. If the Landlord elects to treat such door replacement as Additional Rent, it shall become due and payable to the Landlord fifteen (15) days after the Landlord replaces the door.

15. Noise. The Tenant shall not make or permit any disturbing noises in the Building by the Tenant, the Tenant's family, friends, guests, employees or servants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other tenants. The Tenant shall not play or permit the playing of any musical instrument in the premises between the hours of 8:00 p.m. and the following 9:30 a.m. on weekdays that are not legal holidays and 11:00 a.m. on weekends and legal holidays. The Tenant shall not practice or allow to be practiced either vocal or instrumental music in a way that disturbs or annoys other occupants of the Building. The Tenant shall not practice or allow to be practiced either vocal or instrumental music for more than two (2) hours in any day or at all between the hours of 8:00 p.m. and 9:30 a.m. on weekdays that are not legal holidays and 11:00 a.m. on weekends and legal holidays. The Tenant shall not at any time operate, play or permit the

operation or playing of any audio, video, television, radio, computer, music instruments or other equipment in a manner that shall disturb or annoy other occupants of the Building.

16. Carpeting. The floors in the Apartment shall be covered with sufficient insulated floor coverings so as to insulate against the transmission of sound from the Apartment to another apartment in the Building. The Tenant shall carpet the Apartment with at least 80% of the floor space of each room of the Apartment covered, except in the kitchen, pantry, and bathrooms. In the event the Tenant uses wall to wall carpeting, the tacking strip shall be glued and not nailed to the floor. Wall to wall carpeting shall only be installed with water soluble adhesive or no adhesive or with other products that shall not damage the underlying flooring in any way. Tenant shall be responsible for any damage to the flooring caused by any carpet installation.

17. Mold and Mildew.

a. The Tenant acknowledges that it is necessary for the Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. The Tenant shall:

(1) Maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the Apartment, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and

(2) Not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels. In addition, and in furtherance of the foregoing, Tenant agrees to ensure that the apartment shall be sufficiently ventilated during periods of prolonged absence. For purposes of this paragraph, a prolonged absence is a period lasting more than seven (7) days.

b. The Tenant shall promptly notify management in writing of the presence of the following conditions:

(1) Any evidence of a water leak or excessive moisture or standing water inside the Apartment or in any Common Area or the garage at the Building;

(2) Any evidence of mold or mildew-like growth in the Apartment that persists after Tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach,

(3) Any failure or malfunction in the heating, ventilation and air conditioning systems; the dishwasher or the laundry equipment, if any, in the Apartment, it being understood that nothing in this paragraph shall be deemed the Landlord's consent to the presence of any equipment listed in this paragraph; and

(4) Any inoperable doors or windows.

c. If the Tenant fails to comply with the provisions of this Article, then, in addition to the Tenant's obligation to indemnify Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, including attorneys fees and disbursements, suffered or incurred by Owner in connection with said failure to comply, the Tenant shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by the Tenant, the Tenant's personal property and other occupants of the Building and their respective personal property.

d. In addition to whatever other remedies the Landlord has under this Lease, the parties recognize that there is no adequate remedy at law for the Landlord if the Tenant violates this Section

entitled "Mold and Mildew" and the Landlord shall also be entitled to an injunction to enforce this Section entitled "Mold and Mildew."

18. Animals – Generally. No pets of any kind shall be kept or harbored in the Apartment except by the written consent of the Landlord. Consent given by the Landlord with respect to any number or type of animals for any particular tenant in the Building shall not mean that the Landlord will consent to the same number or type of animals for another tenant in the Building. Such consent shall be given with respect to all animals kept by the Tenant for purposes of engaging in basic life functions as understood by the Fair Housing Act and may be given with respect to other animals as well. The Tenant must, however, restrain and control all animals the Tenant possesses or harbors so as not to interfere with the health, comfort or safety of others in the Building. Barking of unreasonable duration, timing, or volume shall be considered to be such an interference with the health, comfort and safety of other tenants. Defecation and urination on terraces, as well as common or public areas of the Building, by animals harbored by the Tenant shall be considered to be such an interference with the health, comfort and safety of other tenants. The Tenant shall not permit dogs or other animals to be in any grass area or garden on the Landlord's property around the Building. No animals shall be allowed in the public areas of the Building unless carried or restrained by a leash. The Tenant shall not feed birds on the Landlord's property around the Building.

19. Animals – Identification. Independent of the Tenant's obligation not to have any pets without the Landlord's written consent, the Tenant also has the obligation to furnish the Landlord with two (2) photographs of all animals in the Tenant's possession. The photographs shall be taken within seven (7) days after the Tenant's acquisition of an animal or within seven (7) days after the Tenant moves into the Apartment, whichever is later. One such photograph shall be of the animal's face and the other photograph shall be of the animal's full body as seen from the side. Together with the photographs, the Tenant shall give to the Landlord a statement setting forth the animal's species, age, weight, breed, if any, and colors. The Tenant's full compliance with this paragraph marked "Animals – Identification" shall be considered to be a substantial obligation of the Tenant under this Lease independent of all other obligations of this Lease. Nothing in this paragraph marked "Animals – Identification" shall be understood to waive any other right of the Landlord under this Lease.

20. Appliances and Fixtures. No cabinets, fixtures, sinks, wires or appliances of any sort shall be attached to or connected with the gas or electric fixtures within the Apartment, except such as are approved by the Landlord, and no pipes or radiators shall be moved or tampered with in any manner at all. No doors shall be removed from their hinges.

21. Landscaping. The Tenant shall not disturb, plant, or use in any manner the gardens, landscaping, or lawns on the Landlord's property around the Building.

22. Emergency Services. The Landlord is not required to have any program providing for the safety of the Tenant from fire or crime. The Tenant shall cooperate with any program the Landlord may propose for providing safety for the Tenants from crime and fire. The Tenant shall not use the Apartment intercom system to allow persons to enter the Building unless the person desiring entrance has identified himself or herself and is known to the Tenant. The Tenant has inspected all smoke detectors and all carbon monoxide detectors in the Apartment and has determined that they are in good working order. The Tenant shall at all times

maintain at least one (1) smoke detector in the Apartment, and one (1) carbon monoxide detector in each bedroom, in good operating condition and maintain additional smoke detectors and carbon monoxide detectors as the Landlord may reasonably require. The Tenant shall cooperate with the reasonable requests of police and fire department officers and officials.

23. **Courtyard.** If the Building contains a courtyard, its use is strictly prohibited except for the purpose of entry to the residents' apartments. The Tenant may not use the courtyard for any other purpose, including, but not limited to, storage, drying of clothes, plantings, access to other apartments, or any recreational use whatsoever.

24. **Building Personnel.** The Tenant shall not send any employee of the Landlord out of the Building on any private business of the Tenant.

25. Apartment Tours and Other Group Uses

a. No group tour or exhibition of the Apartment or its contents shall be conducted without the prior written consent of the Landlord or its managing agent. Consent for any such tour or exhibition shall not imply that consent will be given for another such tour or exhibition.

b. The Tenants may not use, or permit others to use, the Apartment (including, without limitation, any terrace, balcony or roof), public hallway or any other part of the Building, for film shoots, video or sound recordings, photography shoots, screenings, auctions, classes, fund raisers, social or other gatherings or events that require the payment of any tuition, admission charge, fee or other compensation to the Tenant of any kind, or any similar activities, without the prior written consent of the Landlord or its managing agent in each instance.

26. **Social Areas.** If a roof deck, terrace, club, meeting room, children's play room or similar area (a "Social Area") is provided for the use of residents: no pets, food, beverages, smoking or unauthorized parties shall be permitted in a Social Area without the prior permission of the Landlord or in accordance with the Landlord's posted rules; the Tenant must remove all personal effects and debris after using a Social Area; the Landlord may close any Social Area if undue noise or disturbance exists; No one under age eighteen (18) shall be permitted in a Social Area unless accompanied and supervised by an adult; the use of each Social Area shall be during posted dates and hours only and shall be subject to the rules and regulations of the Building (all of which may be changed by the Landlord from time to time, in the Landlord's sole discretion); entry to a Social Area may be by

a hand recognition system, a keyed or coded access system or other access system; the number of guests per tenant that may use a Social Area is limited at the Landlord's discretion; and the Landlord may make any of the Social Areas available for private parties, at such times and dates as the Landlord, in the Landlord's discretion, may determine. If the Landlord makes a Social Area available for private parties, such use shall be limited to tenants and permitted occupants who shall be required to sign a separate agreement and comply with its terms (including, but not limited to, the payment of fees).

27. **Bicycle Storage.** If the Landlord designates a room or place for the storage of bicycles, the following rules shall apply to such bicycle storage room:

a. Spaces are not guaranteed; they are allocated on a "first come first served" basis. Space may not be available for every bicycle.

b. All bicycles must be placed on the bicycle racks if they are provided and must be locked and chained. The Landlord may remove bicycles that are not locked without notice, at the Tenant's expense.

c. All bicycles must be properly identified in accordance with any system the Landlord may have in place for identifying bicycles. Such system shall call for the annual re-identification of bicycles. Any bicycle which has not been identified to the Landlord under the Landlord's identification system for more than one year shall be deemed abandoned by the Tenant and to have become the sole property of the Landlord for the Landlord to dispose of as the Landlord sees fit.

d. Only bicycles may be stored in the bicycle room; no baby strollers or other furnishings and equipment are permitted.

e. The Tenant must use care for the property of others when securing and removing bicycles. The Tenant will be responsible for any damage the Tenant causes to the bicycles of other tenants.

f. Bicycle storage is at the Tenant's own risk. The Landlord, the managing agent, and all of the Landlord's employees and agents shall be absolved of responsibility for any loss or damage due to theft, accidents, mishandling or other cause, except to the extent such loss or damage is due to gross negligence or willful misconduct.

g. **Smoking.** The Tenant shall not permit smoking in the Apartment so as to interfere with the health, comfort, or safety of other occupants of the Building.

The Tenant understands these Apartment House Rules and agrees to them:

Dated:

The Tenant

Signature