



**Tenant Agrees to comply with the following Rules and Regulations established by Landlord. Tenant agrees to comply with new Rules and Regulations, which may be established in the future by Landlord for the benefit, comfort or safety of all Tenants. Violations of these policies will not be tolerated.**

In the event that you have questions, comments or concerns that your Property Management Team has been unable to answer or address, please contact the main office in writing at 12001 Old Vine Blvd #108, Lewes, DE 19958, attention of Lynn Andrews.

When writing the main office, please remember to include your Community name and unit number. All responses from the main office will be sent via mail.

The onsite management office hours are currently 9:30 am to 5:30 pm Sunday thru Thursday. These hours are subject to change. Please check with your Property Management Team for current hours.

If you have any questions, please contact the leasing office during regular business hours at 302-703-5560.

### **EMERGENCY PROCEDURES**

The following information is presented as a reminder of the importance of proper safety planning. Each emergency is different and may require different actions to ensure the safety of your family. We encourage each resident to review fire and emergency evacuation procedures with each family member, especially children and minors. Review these procedures as frequently as necessary for you and your family's safety. In addition, you may contact the Delaware State Office of Emergency Management, the local Fire Department, and/or Police Department for additional information and pamphlets containing precautionary and preventative safety information.

**Members of your Property Management Team are not certified nor qualified to train or instruct residents on emergency procedures.**

#### **Smoke/Fire Alarm**

Each unit is equipped with smoke detectors and a carbon monoxide detector. In the event that either detector goes off in your unit, immediately proceed to evacuate your unit and call 911. Proceed with caution as you exit the building. Once the Fire or Police Department Official arrives, follow their instructions. **Do not re-enter the building or your unit, until a Police or Fire Official informs you that it is safe to return to the building.**

#### **Sprinkler Discharge**

Each unit is equipped with fire sprinklers. The sprinklers are automatic and do not need to be set or tested by the resident. In the event that the sprinklers discharge, immediately evacuate your unit. Proceed with caution as you exit the building. Once you have evacuated your building, go to one of the neighboring buildings and alert the residents in that building. Ask one of the residents to dial 911 to alert the Fire and Police



Departments. Once the Fire or Police Department Officials arrive, follow their instructions. **Do not re-enter the building or your unit, until a Police or Fire Official informs you that it is safe to return to the building.**

### **Natural Disasters**

From time to time every area of the country can experience a natural disaster. In the event of a natural disaster, follow the instructions of the local authorities, such as Police or Fire Departments. If you are unsure of what to do, contact the Police Department for instructions. In many instances, you can also receive instructions by tuning to your local TV, radio or weather station.

### **MOVE IN/MOVE OUT PROCEDURE**

#### **Move In Procedure**

1. All move-ins must be prearranged with your Property Management Team. A \$75.00 fee for the installation and removal of the elevator pads and your moving company's certificate of insurance is due prior to move in day. If we have not received these items you will not be allowed to move in.
2. The actual move in cannot occur before 9:00AM and must be completed before 6:00PM on weekdays only. No move-ins will be permitted before or after this time frame. We suggest you arrive an hour before your scheduled move time to do your move in inspection and any additional paperwork.
3. On the day of your move in, you must first check in with a member of your Property Management Team. You will need to complete any required paperwork with a member of your Property Management Team. There will also be a move-in inspection done of your unit and a brief property orientation. Once this is completed, you will be given the keys to your unit.
4. All moving boxes and materials must be disposed of or recycled properly. They must be crushed, folded and placed in the closest dumpster. Do not put moving boxes and materials down the garbage chute.
5. Tenants will be responsible for any damage to the property that may occur during the moving process, including damage to the elevator, stairway, landscape, siding, light fixtures etc.
6. Vehicles are not permitted to park on the lawns and sidewalks.
7. Moving vehicles may not be parked on the property overnight.
8. To obtain you mail box keys you must bring a copy of your Lease to the main post office located at 116 Front Street, Lewes, Delaware 19958 (302-645-0235). The property manager does not have mail box keys.



**\*\*PLEASE NOTE:**

No changes may be made to the unit without prior consent of landlord, and that you the tenant must bring unit back to the original condition upon termination of your lease and before moving out. If not, we will deduct from the security deposit our cost plus any additional rent for loss of use for the amount of time that it takes to return the unit to the original state. Any amount outstanding over the security deposit will be billed to the tenant to be payable upon receipt.

**Appliances**

Please be sure that your stainless steel appliances are only cleaned with a cleaner made for stainless steel. Any other cleaners will damage the finish and you will be charged accordingly.

**Move Out Procedure**

1. At least sixty (60) days written notice to vacate prior to move-out date must be received at the management office.
2. The term of the lease must be fulfilled, or you will be held liable for the full term of the lease with the exception of the Delaware Residential Landlord Tenant Code numbers (5302, 5304, 5308, 5309, 5314).
3. A week prior to move-out, you must call the leasing office to schedule an appointment for a move-out inspection. The move out inspection will be completed on your move out day. Once you have removed all of your belongings from the unit, a member of the Property Management Team will inspect the unit with you. At that time any items requiring excessive repairs or maintenance will be noted. The costs of repairing these items will be deducted from your security deposit. In the event that you fail to be present for the move out inspection, a member of the Property Management Team will perform the inspection in your absence and you will waive any right to contest any of the items listed for excessive repairs or maintenance.
4. The apartment must be clean, including bathrooms, kitchen, appliances and floors or you will be charged. **Carpets must be steam cleaned/shampooed and a receipt must be provided to the maintenance/property manager.** In addition all appliances must be in working order with all accessories intact.
5. You will be charged for any damages to the apartment beyond normal wear and tear. You will be charged for removal of trash, furniture, carpeting, etc., if it is left in the apartment after you vacate. Anything left in the apartment after move out day will be disposed of.
- 6 Large items must be disposed of properly. They are not to be put in the dumpsters on the property.
7. The keys/fobs to the apartment must be dropped off at the leasing office along with a correct forwarding address to return your Security Deposit. Mailbox keys must be returned to the Lewes Post Office.



**\*\*PLEASE NOTE:**

No changes may be made to the unit without prior consent of landlord, and that you the tenant must bring unit back to the original condition upon termination of your lease and before moving out. If not, we will deduct from the security deposit our cost plus any additional rent for loss of use for the amount of time that it takes to return the unit to the original state. Any amount outstanding over the security deposit will be billed to the tenant to be payable upon receipt.

**MAINTENANCE PROCEDURES**

**NORMAL MAINTENANCE PROCEDURES**

When reporting a maintenance problem it must be done in writing or online **ONLY** – no verbal notices. We strongly recommend using the online Propertyware tenant portal for all maintenance requests to ensure prompt resolution. Included with your lease documents is the online access web address. However, if you do not have internet access, maintenance request forms can be submitted to the leasing office. Please include your name, apartment number, your home telephone number, your work telephone number and clearly describe the type of problem you are experiencing. No maintenance request will be assigned a work order without written documentation or online submissions.

**EMERGENCY MAINTENANCE PROCEDURES**

For extreme emergencies only, you may contact the leasing office after business hours at 732-637-3878 or 732-239-1133. If you call for emergency service for a non-emergency item, you will be billed \$100.00 for the maintenance call.

**MAINTENANCE BILLING**

Tenants will be billed for any damage caused by the Tenants', their guests' or visitors' neglect or abuse to the property.

**SCHEDULED MAINTENANCE**

All smoke detectors, carbon monoxide detectors and thermostat batteries as well as furnace filter replacement will be scheduled for routine maintenance. All tenants will receive advance notice of this scheduled maintenance. If at any time tenant notices a problem with any of these items they should contact the maintenance department immediately.



## **PEST CONTROL**

Pest Control is scheduled by the Maintenance Department. Tenants must notify the maintenance department in writing if they are experiencing pest problems so that treatment can be scheduled. If it is determined that a tenant's actions are the source of the pest problem, i.e. leaving open food containers in their kitchen, hallways, and balconies etc., the Tenant will be billed for the pest control costs. All Tenants are encouraged to keep their units in a clean and sanitary condition.

## **COMPLAINTS, ACCIDENTS AND OTHER INCIDENTS**

If at any time, you experience or witness a problem, please contact a member of your Property Management Team as soon as possible. You will be required to fill out a complaint/incident form. Every complaint/incident will be investigated. Based on the investigation, warnings and or violation notices may be given out. Habitual and/or repetitive problems or intolerable behavior may result in eviction.

If at any time, you feel there is a problem with a member of your Property Management Team, or any of the company's employees, please contact the main office in writing at 1 Kathleen Drive, Jackson, NJ 08527, attention of Stacy Germadnig. Again all complaints will be investigated and dealt with accordingly.

## **TENANT INFORMATION**

Your privacy and security is very important to us. For this reason, no resident information or phone numbers will be released to any party without your prior written consent. Please make sure that all guests have your correct apartment number, address and/or phone number before they arrive at the property.

Should a company need Credit/Rental History regarding a tenant it must be in writing and must be faxed to the Main Office at 732-719-5001 to the attention of Stacy Germadnig.

## **LEASE, RENT PAYMENT AND RENEWAL**

Your occupancy is governed by your lease and the rules and regulations set forth in this handbook. Please read your lease completely and contact a member of your Property Management Team with any questions you may have.



## **SECURITY DEPOSIT**

Additional information can be found in your lease.

Upon vacating your unit, the costs of any repairs and outstanding charges will be deducted from your security deposit. The balance will be returned to you within 15 days of vacating. If you break your lease and vacate your unit, any security deposit balance will not be returned until a new tenant moves into your apartment. Again any outstanding charges and repair bills will be deducted from your deposit. In both situations, you will receive an itemized statement showing the deductions.

In the event, that the landlord evicts you, any security deposit balance will not be returned until a new tenant moves into your apartment. Again any outstanding charges and repair bills will be deducted from your deposit.

Your security deposit cannot be used to pay your monthly rent, repair bills or other monthly charges. Your security deposit will not be refunded until you have vacated your unit and all charges are settled.

Based on annual rent increases, your security deposit may need to be increased annually.

Security deposits will be mailed to your new forwarding address, they cannot be picked up. Please make sure to provide the leasing office or main office your forwarding address. The return check will be made out to the tenant listed on the lease. Return checks will not be split between tenants, made out to new landlords or any other party.

## **CLUBHOUSE, FITNESS CENTER AND POOL RULES**

Please see CLUBHOUSE, FITNESS CENTER AND POOL RULES AND REGULATIONS under separate cover.



## **BREAKING YOUR LEASE**

In the event that you will need to break your lease for reasons other than those allowed by the Delaware Residential Landlord Tenant Codes (5302, 5304, 5308, 5309, 5314), you will be liable for the lesser of the following:

- a.) The rent due for the remainder of the rental term and expenses for actual damages caused by the tenant which are incurred in preparing the rental unit for a new tenant; or
- b.) All rent accrued during the period necessary to re-rent the premises and all costs incurred in re-renting the unit.

A Lease Buyout Option is also available as follows:

a) Lease Buyout: tenant acknowledges that landlord's damages resulting from tenant's early termination of this lease are uncertain and incalculable at lease commencement. Therefore, the parties hereby agree that in order to terminate the lease early, with the prior consent of the landlord, tenant shall provide no less than sixty (60) days prior written notice from tenant to landlord that the tenant is breaking the lease and vacating as of a specified date, and shall pay to landlord (as liquidated damages, but not as a penalty) a \$550.00 early termination fee plus a sum equal to two (2) months of the regular monthly rent under the lease as liquidated damage, for the time period after tenant actually vacates the apartment. If the tenant remains in possession past the specified date of lease termination, the tenant shall be considered a holdover tenant and be responsible for the lease buyout payment set forth herein. This lease buyout payment is due and payable no later than the day tenant vacates the apartment and provides the keys to the landlord, thereby returning legal possession of the apartment to the landlord. If tenant complies with this lease buyout, landlord shall release tenant of any further rent obligations pursuant to said lease agreement, excluding prior arrears owed pursuant to said lease agreement. However, this lease buyout shall in no way affect landlord's rights and remedies under the then current law.

(b) In any event, tenant shall also be responsible for any/all costs of collection, as required to enforce the terms of this provision.

We recommend the following steps are taken to help reduce the amount of money you will owe the landlord:

1. Notify a member of the Property Management Team of the date you wish to vacate as soon as possible. This will give them more time to find a new tenant.
2. If you have someone who is willing to rent your unit have them contact the Leasing office as soon as possible.
3. Give the Leasing office written permission to show prospective tenants your unit. Make sure your unit is clean and tidy for showing.



4 If you vacate before a new tenant is secured, make sure your unit is clean and any items in need of repair have been attended to.

5. After vacating, check with the leasing office weekly to check on the status of your unit. Upon rental of the unit, any repair costs and outstanding rent due will be deducted from your security deposit. The balance will be mailed to you within 15 days. If there is an outstanding balance above the security deposit, you will need to send a check for any balance due. Failure to pay any amounts due can result in legal action. In addition, it may affect your credit rating.

In any circumstance that requires you to break your lease, we will work with you to minimize your costs. But we can only do that if you inform us of your intent as early as possible and have your cooperation in showing your unit to prospective new tenants.

### **CHANGING UNITS**

In the event that you would like to transfer to a different apartment, a \$750.00 transfer fee will apply and you shall also pay to the landlord on the transfer date any increase in security deposit for the new residence. Please see Leasing Agent for additional information.

### **PETS**

Please see PET POLICY under separate cover.

### **FIRE SPRINKLERS**

Each unit has automatic fire sprinklers installed in conformance with the County requirements. The sprinklers do not require any maintenance or setting by the Tenant. The fire sprinklers can be set off by high heat levels and open flames. Tenant will not permit any person to tamper with, touch, modify or destroy the Sprinkler System or Sprinkler Heads provided in the apartment. In the event a Tenant accidentally or purposely sets off the fire sprinklers, the Tenant will be responsible for all damage caused by the sprinklers, including water damage to other units. If you have any concerns regarding the fire sprinklers in your unit or how they operate, please contact the leasing office.

### **PARKING**

Tenants and guest shall park in designated parking spaces only. Any vehicles double parked, illegally or improperly parked will be towed at the owners expense. **Commercial Vehicles are not permitted to park on the property overnight.** All vehicles shall be registered and properly insured. No vehicle shall be stored or repaired on the property. Vehicles that are abandoned, leaking fluids, an eyesore or in disrepair shall be towed at the owners expense. There are no reserved or assigned parking spaces for residents. Parking in the fire lane is prohibited.





## **LANDSCAPING/LAWNS AND SPRINKLERS**

For the benefit of all our residents, please refrain from cutting and/or picking flowers and shrubs. Residents are not allowed to plant flowers, vegetables, trees or shrubs on the grounds. Any Tenant responsible for damaging the landscaping and lawns will be held accountable for the cost of replacing the damaged vegetation.

The lawn sprinklers go on and off automatically. Tenants are prohibited from modifying, tampering with or adjusting the sprinklers. Any Tenant responsible for damaging the lawn sprinklers will be held responsible for the cost of repairing or replacing the damaged sprinklers.

Children's pool, play structures, swing sets, lawn ornaments, bird feeders and bird baths are not permitted to be placed on the lawns and grounds.

## **ENTRY KEYS**

The landlord will provide you with keys/fobs to your unit on move in day. The landlord will retain a copy for emergencies and other access as allowed under the lease. The landlord will not give copies of a unit's key to any person other than the tenant listed on the lease. In the event that you lose your key or break it in the lock, keys will be replaced for a charge of \$25.00. The cylinder will be replaced at a cost of \$125.00 and key fobs for a charge of \$50.00. If you do not return your keys upon vacating your unit, you will be charged to replace the cylinder and keys.

## **MAIL BOXES AND DELIVERIES**

Upon move in tenant has to contact the Post Office to get keys to their mailbox. The Post Office governs the use of mailboxes and mailbox keys. The Landlord does not have copies of the mailbox keys. Copies can only be issued by the Post Office.

**The Leasing office will not accept the delivery of packages for any tenant.** Tenants must arrange to have packages delivered at a time when Tenant can accept delivery.

## **TRASH AND RECYCLABLES**

All trash is to be disposed of properly. Tenants are prohibited from leaving garbage in the hallways. Commercial garbage is not to be placed in the trash containers. Toxic waste and flammable materials are to be disposed of properly and are not to be placed in the trash containers.

**Recycling bins are set up in either the garbage facility or on site, each bin is labeled, please dispose of your recyclables properly.**



## **BUILDINGS, SIDEWALKS, HALLWAYS AND BALCONIES**

Neither the tenant nor the tenant's personal property shall obstruct the sidewalks, halls, passages or stairs. The tenant may not obstruct or place personal property at the entrance doors, leasing office entrance or on lawns or walks. No loitering is permitted in any common area including the leasing office. Bicycles, toys, carriages and carts are not permitted to be left or stored in the common areas, including the hallways, stairways and leasing office. The landlord reserves the right to remove and dispose of any items left in the common areas, particularly the stairways, passages and entrances. Balconies are not intended for storage. Storage of personal property on the balcony is strictly prohibited.

Clotheslines or other clothes drying equipment shall not be hung or placed outside the apartment or on the balconies. Clothes and/or towels are not allowed to hang on or over the balconies. Potted plants are allowed on the balconies; however, no planter or plant box is permitted to be affixed to the railings or deck.

## **INSURANCE**

Tenants are encouraged to obtain Renter's Insurance. The Landlord's insurance does not cover any damage to a Tenant's personal property and belongings.

## **RULES AND REGULATIONS**

1. No tenant shall make or permit any disturbing loud noises by him/her, family, employees, agents, visitors, licensees, invitees and pets if applicable at any time. No tenant shall play or operate any musical instrument, sound reproduction, television or radio or allow same to be played or operated in the apartment in a disturbing manner at any time during the day or night. Any disorderly or boisterous conduct, which will disturb the peace and quiet enjoyment of other tenants, is absolutely prohibited. The tenant shall not commit or permit the commission of a breach of the peace or nuisance on the premises. All conduct which detracts from the safety, health, quiet, or quality of life of other tenants is prohibited.
2. Neither the tenant nor the tenant's personal property shall obstruct the sidewalks, halls, passages or stairs. The tenant may not obstruct or place personal property at the entrance doors or on lawns or walks. No loitering is permitted in any common area. No bicycle riding, running, or roller-skating is permitted in the common areas.
3. Landlord has the right to retain a duplicate key to the premises.



4. No sidewalks, lawns, or parking areas shall be used for sports, games or other recreational purposes. In addition, wading pools, lawn ornaments, birdbaths, bird feeders and any other item are not permitted in these areas.
5. The toilets and other water apparatus shall not be used for any purpose other than for which they are constructed, and no sweepings, rubbish, rags, towels, toys, hazardous chemicals, paper, ashes other substances shall be throw in them. Any cost for damage resulting to them, from misuse of any nature whatsoever shall be paid by the tenant who caused it and shall be considered as additional rent.
6. The tenants are encouraged to conserve energy and water.
7. There shall be no heating by kerosene stoves or lighting by lamps other than electric. Gasoline, kerosene and other flammable liquids shall not be stored on the premises, property or in any unit. No gas, charcoal or barbecue grills of any kind.
8. The tenant agrees to give prompt written notice to the landlord of any leak, flooding or other defect in the premises. Failure to notify Landlord may result in the Tenant being held responsible for any damage caused
9. Automobiles operated within parking lots and driveways shall not exceed the speed of ten miles per hour. All automobiles must be legally registered, inspected and license plates must adhere to Delaware law. Failure to do so may result in the vehicle being towed at the owner's expense. There shall be no overnight parking of commercial vehicles permitted on the property. The tenant may not repair any automobile on the property.
10. Tenants, family members, their agents, employees, visitors, licensees and invitees must give immediate notice to the Management Office of any accident or any injury to any person, or of any damage to the premises or furnishings. The tenant must file an incident report in writing; these forms are available at the Management Office.
11. Tenant shall see that the windows and doors of the apartment are closed and securely locked before leaving the premises. Tenant will be held responsible for any damage resulting from frost, rain or other causes in violation of this rule.
12. No air conditioning units of any kind are permitted in the windows. Only the Maintenance Department can arrange to have an air conditioning unit or furnace serviced or repaired.
13. Tenant will not permit any person to tamper with, touch, modify or destroy the sprinkler system or sprinkler heads provided in the apartment. Tenant will be responsible for any damage caused by the violation of this rule. In the event that Tenant's actions set off the sprinkler system, Tenant will be responsible for all damages caused by the discharge.
14. Satellite service equipment must be installed as per the Satellite Dish provision in the HOA Documents.



15. Tenant shall report to the Landlord and the appropriate health authority any case of infectious or contagious disease occurring in the premises, and they shall report to the Landlord the presence of insects or vermin on the premises.

16. Tenant must adhere to local recycling laws.

17. Lawn maintenance is scheduled to take place once a week during seasonal months. Lawn sprinkler system is on an automatic timer during seasonal months.

18. No signage of any type is allowed to be displayed in the windows, on the doors and buildings.

19. No Tenant shall conduct a business in a unit or on the property.

20. Alcohol shall not be consumed on the grounds or in any public area.

21. Tenants are responsible for the actions of their guests and visitors, including the costs to repair any damage caused by guests and visitors.

22. No RV, boats, personal motor crafts may be parked or stored on the property at any time.