

## **Community Rules and Regulations**

These rules and regulations are provided for your review and use. They were prepared to ensure the general safety, convenience, comfort and well-being of each of you while you are leasing an apartment here. Should you have any questions, requests, complaints, or other information that you wish to share with us, please write or call our office. We will give your inquiry our immediate attention.

### **Managing Agent**

Apex Management  
31 Old Campus Drive  
Portland, Maine 04103

### **For Service**

Apex Management.  
  
(207) 797-4380 (Portland area)  
  
Direct Line to Emergency Pager  
1—888-691-0473

The above telephone numbers are answered 24 hours a day, seven days a week.

### **Telephone Numbers for your utilities:**

Central Maine Power	1-800-750-4000
Verizon Telephone	1-800-585-4466
Time Warner Cable	1-800-833-2253
Northern Utilities (Gas)	1-800-552-8464

### **Routine Maintenance Procedure:**

If you have a problem in your unit, or should notice items needing attention in the halls, parking areas, or other common areas, please call the management office at 207.797.4380.

All work order requests will be completed during normal working hours, which are from 8:30 am until 3:30 pm. Only emergency situations will be addressed after these hours.

### **Emergency Procedures:**

After calling the police or fire department as needed, please call 797.4380 to report the problem to the answering service, which is available on a 24-hour basis, seven days a week. Be sure to give them your name, address, unit number, telephone number, and the nature of the problem to the operator.

### **The following is a list of things considered to be an emergency:**

- **No heat when the outside temperature is 50 degrees or below**
- **Sewage problems, including a plugged toilet**
- **Total electrical failure**
- **No water**
- **Major leaks**
- **Flood**
- **Water backups**
- **Fire**

The following is a list of temporary corrective actions for some common emergency maintenance problems:

Please note, these emergency measures should always be followed before a phone call is made to the management office.

**Leaking Hot Water Tank:**

- ~ Turn off valve on top of tank and shut off circuit breaker.

**Overflowing Toilet:**

- ~ Turn off the valve at the base of the tank.

**Leaks under Sinks (from piping or garbage disposal): ~**

- Turn off both hot and cold water valves under the sink.

**Sewer Back-Up into Kitchen Sink:**

- ~ Soak up excess water.
- ~ Call the Management Office immediately at 207.797.4380

**Electrical Fire in Unit:**

- ~ Turn off circuit breaker, keep doors closed, and call the local fire department. The fire extinguisher located in the hallway can be used, if necessary.

**Kitchen Fire (from cooking):**

- ~ Extinguish with baking soda. To remove smoke from your home, turn on the kitchen and bathroom exhaust fans and open the windows until the smoke has cleared. DO NOT open the door into the hallway, as the central fire alarm system will be activated. If needed, call the local fire department for assistance.

**Leak Coming From Another Unit:**

- ~ Check with the occupant of the unit in question to learn the cause of the problem. Call the management office if the other person has not done so already. Absorb the water as best you can. To prevent standing water from the leak from spreading, absorb as much water as possible with towels, buckets, etc.).

The above emergency measures should always be followed before phoning the management office.

NOTE: Occasionally when a light is turned on in your home, the smoke detector may sound for an instant. This is due to a sudden change in line voltage.

Also, if the smoke detector in your home should go off when there is no smoke in your unit, please call the management office. DO NOT DISCONNECT THE ALARM.

## **SECURITY DEPOSIT**

Our security deposit is not rent, but a deposit to ensure the fulfillment of lease conditions and as a contingency against any damages to the apartment. The security deposit shall not be applied to your last month's rent. In the event a proper written thirty (30) day notice is not received, there will be a rent loss (based on your rent for the unit) made against your security deposit for each day that the apartment remains vacant up to the extent of the normal thirty (30) day period.

Damages to the apartment over and above the normal wear and tear will be deducted from the tenant's security deposit.

The following are the conditions for return of security deposits:

- a. The fulfillment of all terms and conditions of the lease agreement.
- b. The proper 30-day written notice of intent to vacate must be complete.
- c. The apartment must be left clean with no damage beyond normal wear and tear.
- d. The completion of move-out inspection with our property manager. Both our property manager and tenant must sign the report.
- e. The return of the apartment keys to our property manager. f. You must provide the office with a forwarding address.

## **LEASE**

The lease is a contract obligating you and Apex Management LLC. to certain terms and conditions. Please read carefully and ask questions about anything you do not understand.

## **OCCUPANCY**

Only those persons named on the lease or application may reside in the apartment. You are required to provide written notice when any individual is moving out or moving into your apartment. Authorization must be received from this office prior to any additional individual not stated on your lease moving in.

Apex Management reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that a person is an unauthorized household occupant. Such suspicion may arise whenever an adult person(s) is making recurring visits or one continuous visit of seven (7) days and/or nights in a 180-day period without notification to Apex Management. Should you or the person in question not provide the requested information needed to confirm other domicile, or should the facts be sufficient to evidence domicile in the complex, then Apex Management shall consider such person(s) a member of the household and may enforce any Lease covenants shown to be broken and/or require recertification.

## **Parking Area Regulations:**

1. All vehicles operated by residents must display a current Apex Management parking decal. Residents must obtain a parking permit at the time of lease signing or if circumstances require at our management office at a later date.  
The parking decal must be permanently placed on the lower corner of the rear window (drivers/left side facing rear), if your vehicle has tinted windows, place the decal on the lower corner of the passenger side of front windshield.  
The office must be notified when a replacement vehicle is obtained. A new permit will be provided, at no cost.  
  
NOTE: An additional monthly fee will be charged if additional permits are available and required depending on household size. No parking permit decals will be issued to anyone not listed as an occupant on the lease.
2. Tenants and guests shall obey all speed limits and traffic regulations posted. The speed limit is 5 mph unless otherwise posted. Extreme caution should be exercised during hazardous conditions. Management is not responsible or liable for accidents.
3. Guest of tenants must register their vehicle with our office during regular business hours if they are staying over night. They must obtain a temporary pass for their vehicle. Temporary passes may be issued in extreme emergency situations, but only for a short period of time, usually for no more than five (5) days. Passes are issued at the management office.
4. No vehicle belonging to a tenant or guest shall be parked in such a manner as to impede or prevent ready access to other parking spaces, fire lanes, or sidewalks. Vehicles shall not be parked on the lawns or other areas not designated for parking for any reason, including moving or deliveries.
5. Tenants and guests shall not cause or permit the sounding of horns or any other disturbance. Tenants and guests shall not dump ashtrays or any other litter in the parking lots.
6. No vehicle shall be left in a parking space in an inoperative, unregistered, or un-inspected condition. Any such vehicle may be towed without notice at the owner's expense. A vehicle owner shall be responsible for any pavement and/or grounds damage caused as a result of leaking fluids.
  - A) Inoperable Vehicle: Any vehicle that is missing a major component necessary for normal or functional operation.
  - B) Unlicensed Vehicle: Any vehicle that does not display a valid license plate or inspection sticker.
  - C) Damaged Vehicle: Any vehicle which is characterized by one or more of the following deficiencies: leaking fluids, severely dented or crumpled components, missing parts and flat or missing tires.

Management reserves the right to tow any vehicle parked in an unauthorized space or manner at the vehicle owner's expense.

7. Vehicles may not be constructed, reconstructed, repaired or kept on jacks, jack stands or other forms of lifts. No oil or other automotive fluid changes are allowed on the property. ,
8. Repairing or washing vehicles is prohibited anywhere on the premises.
9. Tenants are responsible for reporting the make, model, color, and registration number of any vehicle belonging to any household member, or any changes to the information already reported.
10. Do not park in a handicap space without an approved handicap plate or placard.
11. Do not park beyond designated parking spaces or on any grass, even when moving in or out.

### **Snow Removal Procedures**

1. Lots are plowed when snowfall has ended and there is an accumulation of 3" or more. The plowing crew will first make a run through the complex to open up major roadways and the middle of parking lots.
2. Tenants are then expected to move their vehicles while parking spaces are being cleared. Tenants not yet ready to leave for the day may wait in their vehicles until a space is cleared then park again.
3. Vehicles not moved within a reasonable period of time will be towed at the vehicle owner's expense.
4. Please assist in getting spaces cleared by notifying any neighbors who may not have noticed that the plow crew has arrived.

### **SNOW/ICE/SALT & SAND**

Tenant hereby acknowledges that Landlord hires contractors to remove ice and snow from driveways, parking lots and common areas, but further acknowledges that it is impossible for the Landlord or Landlord's contractors to maintain walkways, stairs and other common areas one hundred percent free from ice and snow at all times due to lengthy snow storms and the refreezing of ice and snow after melting. Therefore, the Landlord supplies salt and sand to the Tenants in common areas and the Landlord encourages Tenants to utilize said salt and sand to assist in keeping entrance ways, walk ways and stairs passable and clear of ice and snow.

### **Other Vehicles**

No A TV's, trucks (other than conventional pick-up trucks) buses, snowmobiles, boats or trailers are allowed on the grounds and lawn areas, or the sidewalks. Nor are they permitted to be stored under any porches.

## House Rules

1. Rent checks should be made payable to Apex Management.
2. Please mail your rent to arrive by the first of the month to Apex Management Corp., 31 Old Campus Drive Portland, ME 04103. Although it is convenient for some tenants, we do not accept post dated checks because of the number of tenants we collect from.
3. Rent checks must always include the Tenant's name, apartment number, and complex.
4. Rent is due by the 1<sup>st</sup> of the month, and a late charge of 4% will be assessed if it is received after the 15<sup>th</sup> day of the month. A \$25.00 processing fee will be assessed for any check returned by the bank for non-sufficient funds. Management reserves the right to no longer accept personal checks from tenants who have had a number of returned checks.
5. The sidewalks, halls, stairways, lawns, and any other common areas shall not be obstructed in any way, or used for storage. or placement of personal items such as plants, furniture, toys, bicycles, shoes, or trash.
6. No tenant shall make or permit any disturbing noises to be made in the building or on the premises by him/her or guests, nor do or permit anything by such persons that would interfere with the rights, comforts, or conveniences of other occupants. The tenant is responsible for the conduct of all guests, invited or uninvited.
7. No occupant shall play or allow to be played any loud musical instrument, radio, television, tape recorder, CD player, or the like from the hours of 10:00 pm to 8:00 am.
8. Tenant shall not put his/her name in any entry or stairway, except in the place provided at the mailbox or intercom.
9. No rugs shall be beaten on patios or outdoor living areas, stairways, or in the hall. No dust, rubbish, or litter shall be swept into halls or any other common areas. Bags of trash shall not be kept by entrances or in hallways, even for a short time.
10. The plumbing fixtures in the kitchen and bathroom shall not be used for any other purpose than for what they were constructed. Do not flush paper towels, disposable diapers, sanitary napkins/tampons, or any items other than toilet paper in the toilet facilities. Any damage to the property or cost to unplug a clog will be charged to the tenant.
11. Children shall not be permitted to loiter or play in stairways, halls, elevators, or any other common areas, nor outside the windows of ground floor apartments.
12. Nothing shall be thrown, emptied, or hung out of the windows, doors, stairways, or placed on outside windowsills.

13. Cats and caged pets MAY be allowed in the leased premises with written consent of the landlord, provided that they do not disturb or annoy other occupants of the building. Any inconvenience, damage, or unpleasantness caused by the cat or caged pet shall be the responsibility of the owner. The landlord reserves the right to withdraw consent at any time with 3 days written notice to the tenant. A Pet Lease with a separate \$100.00 security fee will be required.
14. The tenant or person in charge of any article shall pay for all damages to the project caused by the movement or carrying of the article.
15. The water shall not be left running for any unreasonable or unnecessary length of time. Please report leaking faucets, toilets, or outside faucet promptly.
16. No tenant shall interfere in any manner with any of the heating or lighting apparatus in the building. Please report promptly any common area heating or lighting problems or any laundry appliances that are out of order.
17. Laundry shall be done only in the areas provided for such purposes. Laundry hours are 8:00 am to 9:00 pm. Please be sure these facilities are used properly, and are cleaned after you are done.
18. No shades, awnings, or window guards shall be used except as approved by the landlord. No signs of any kind shall be placed in windows or on doors or other exterior surfaces or common elements.
19. No radio, aerial, or connections shall be installed by the tenants outside of their respective unit without written permission of management. This includes the installation of satellite dishes.
20. Unless the landlord gives advanced written consent in each and every instance, tenants shall not install or operate on the premises any machinery, refrigerating or heating device, washing machine/dryer or air conditioning apparatus, or use any illumination or other electric light; or use or permit to be brought onto the premises any flammable oils or fluid, or other explosives, or articles deemed hazardous to life, limb, or property.
21. All rubbish shall be disposed of in tightly closed and 'secured plastic bags and shall be placed inside the dumpster or compactor. The tenant will be charged a clean up fee for any bag left outside the container. If the dumpster is full or if the compactor is not operational, please report the problem to management immediately.
22. No tenant shall alter any lock or install a new lock on any door leading into the unit without prior written consent of the landlord. If such consent is given, the tenant must provide management with a duplicate key.
23. All tenants and guests shall follow parking area regulations (attached).
24. These apartments are intended for residential purposes. Commercial and business uses permitted by law may be undertaken only upon the written permission of the landlord.
25. One-bedroom apartments may regularly be occupied by no more than two persons. Two bedroom apartments may regularly be occupied by no more than four persons. Three bedroom apartments may regularly be occupied by no more than five persons. "Regular Occupancy" means occupancy for a period of time in excess of fourteen days and/or nights in a 180 day period in anyone calendar year.

26. The landlord reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care, and cleanliness of the premises and for securing the comfort and convenience of all tenants.
27. Pictures and other wall hangings may be hung with finish nails or picture hooks. DO NOT USE the adhesive backed picture hangers. They will damage the sheetrock.
28. Tenants will be charged a fee of \$50.00 for forgetting a key or locking themselves out of their apartment.
29. Grills are not allowed anywhere on wooden decks unless proof of renters insurance is provided. If insurance has been provided barbecue grills may be used if placed at least 15 feet from the building, caution must be used at all times to avoid possible damage to railings or vinyl siding (easily melted). Propane tanks are prohibited anywhere inside the building, they may NEVER be stored anywhere on the premises. NO KEROSENE OR OPEN FLAME TYPE HEATERS ALLOWED.
30. Tenants agree to ensure that all items used outdoors, either by themselves, their children, or their guests, are picked up and put away inside the unit once they are done with them. Any items left outside will be subject to be thrown away, regardless of the value of the item.
31. All bikes shall be placed on the bike racks after each use. No bikes shall lay on the lawn, roadway, or bushes. Apex Management is not responsible for any stolen or missing bicycles.
32. No swimming pools or play equipment (swing sets, slides, etc) is allowed on the property.
33. If your refrigerator needs to be manually defrosted, please do so at regular intervals. Do not use sharp instruments to defrost the freezer. If you puncture the freezer, you will be responsible for a replacement.
34. Cleaning of stoves underneath the burners must be done regularly. Usually the top of the stove where the burners are located lifts up. By cleaning this regularly, it not only prolongs the life of the appliance, but it will operate more energy efficiently. If you need assistance on getting at this area, please contact the property manager. DO NOT line your stove with aluminum foil. The foil will cause the coil to burn out and you will be billed for a new one.
35. Carpets must be shampooed on a regular basis, at least once a year or more if needed.
36. No Dogs are allowed. To visit or as pets. Unless the dog is classified as a working dog. (seeing eye dog, etc.)
37. No trash or recyclables kept on the decks. The decks are not to be used as a storage area.
38. Resident insurance: Apex Management will not be responsible for the loss or damage to a tenant's personal belongings located at the property. We request that you obtain renter's insurance for your belongings against fire, theft, water damage, and personal liability. Our insurance does not cover personal property of the tenant or quest.

39. Residents desiring to use an air conditioning unit in their apartment must contact this office for the procedure for the complex. Residents may not install their own air conditioning unit's without prior written permission from Apex Management. A tenant desiring to install an air conditioner will be responsible to measure the dimensions to assure that the air condition they have purchased will fit properly. You must have renters insurance before installing an air conditioner.
40. Window coverings are required and should be selected with thought to their appearance from the outside as well as inside the building. (Sheets, blankets, etc. are not acceptable window coverings.)
41. All occupants must carry a Renters Insurance Policy to cover all of the tenant's belongings and any repairs needed to the landlord's property that is/was damaged, caused by the tenant, the tenant's family, invitees or guest. Tenant shall provide proof of insurance within 10 days of lease signing.
42. No snakes are allowed. To visit or as pets.

**BASEMENT USE PROHIBITION:**

Use of the basement by Tenant in any manner whatsoever is expressly forbidden and any and all basement space appurtenant to the leased premises is not a part of the leased premises, except to the extent to which there is a washer and dryer for the use of the Tenant. Tenant, Tenant's family and/or Tenant's invitees and guests are expressly prohibited from entering the basement space in any manner whatsoever, except to the extent to which there is a washer and dryer for the use of the Tenant. If Tenant violates this prohibition by storing personal property in the basement, Tenant is responsible for and assumes all risk of damage or destruction of said personal property and Tenant further holds Landlord harmless from and shall indemnify Landlord against any and all damage and destruction to said personal property. Violation of this provision by Tenant shall be cause for eviction upon seven (7) days' written notice to Tenant. If a Tenant occupies a unit that has a basement, this basement is not to be used as storage or living quarters.

## Move Out Procedures:

1. Tenant must give at least 30 days written notice to vacate the apartment, even when vacating at the end of a lease term. This notice must be received in our office on or before the beginning of a rental period to expire at the end of that rental period. For example, if you plan to move on or before June 30, then we must receive your notice no later than June 1. If you have not finished your lease term, you will be held accountable for the rent for the remainder of the lease term, or until a new tenant can be found, whichever comes first.
2. You must set up and complete a move-out inspection with the property manager once your apartment has been completely vacated. If you do not contact the property manager once you vacate, your apartment will be inspected on the day your written notice indicates you will be out.
3. The security deposit will be refunded, minus any damages, after the move-out inspection is conducted and such damages (if any) are determined. The security deposit is not to be used as payment of rent for the last month of tenancy.
4. The tenant is responsible for utilities until the move-out inspection has been completed.
5. The apartment should be left completely clean and fully supplied with light bulbs.
6. The charges listed below are approximate costs, which would be incurred by the landlord if the apartment were not left in satisfactory condition. These amounts will be charged to the tenant. Actual charges may vary due to condition or size.

Light bulbs	\$2.00 - \$12.00
Wall Damage	\$2.00 - \$15.00
Window Shades	\$15.00 - \$35.00
Curtain / Traverse Rods	\$9.00 - \$25.00 \$
Screens	22.50 each
Cleaning	Billed on a cost per hour basis
Carpet Cleaning and Shampooing	\$80.00 - \$125.00
Mailbox or apartment keys	Keys not returned will result in a charge for changing the locks of the apartment \$20.00 - \$100.00
Removal of Trash and/or Personal Items	\$100.00
Repainting of Apartment (Excessive Damage)	\$150.00 - \$300.00
Carpet repair or replacement	\$50.00 - \$ 150.00

Other damages are charged according to actual replacement or repair cost.

