

# NEWPORT RESTORATION FOUNDATION

## RESIDENTIAL RULES AND REGULATIONS

This set of Residential Rules and Regulations is an attachment to the Newport Restoration Foundation lease, and may be amended from time to time. As stated in the lease, all tenants shall comply with these Rules and Regulations as part of the terms of their lease.

Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the NRF.

### Part I: General Rules and Regulations

1. Use of Property. No part of the Property shall be used for any purpose other than residential purposes. No business is to be conducted in the premises except for a home office use as is permitted by the Newport City Zoning Ordinances.
2. Fire Risk. Nothing shall be done or kept in the Property which will increase the risk of fire for the Property of any portion thereof.
3. Emergencies. In the event of emergency the Tenant shall contact the appropriate service (fire, police, ambulance, hospital, gas company, electric company, etc.) directly. If the emergency cannot be remedied by one of these agencies tenants may try the after hours **NRF emergency number: 401-849-2750**. Give your name and address and ask the security guard to contact Marc Lennon.
4. Employee Privacy. **At no time** shall any Tenant call any NRF employee at their home or cell phone for NRF business. All contact must be made through the NRF office during business hours at **401-849-7300**.
5. Outside Display. Nothing is to be hung or displayed on the outside of the windows or placed on the outside walls or doors of the Property; no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window; and no clothes shall be hung outside. Air-conditioners, satellite dishes and other externally mounted electronic and modern devices should not be installed without prior written permission of the NRF office. Permission will usually not be granted for any such device that is visible on any street façade. Guidance for appropriate placement of such devices is available from the NRF office. NRF maintenance staff do not install air conditioners on NRF time.
6. Animals. No animals, reptiles, birds or insects of any kind shall be raised, bred, or kept in the Property without the prior written consent of the NRF; provided that it is not kept, bred or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice by the NRF. Any repairs to the Property necessitated by damage caused by any pet shall be made by the NRF at the sole expense of the tenant, and such expense shall be deemed additional rent.

7. Offensive Activity. No noxious or offensive activity shall be carried on or in the Property; nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance. No Tenant shall make or permit any disturbing noises on the Property by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything to be done by such persons that will interfere with the comforts or convenience of the neighborhood. No Tenant shall play upon, or suffer to be played upon, any musical instrument, or operate or suffer to be operated a stereo, television or radio on the Property at such high volume or in such other manner that it shall cause unreasonable disturbances to persons in the neighborhood.
8. Vehicles. All vehicles belonging to a Tenant, or to a member of a Tenant's family or guest shall be parked in the spaces provided, and no such vehicle shall be parked in such a manner as to impede or prevent ready access to the Property in the event of an emergency. The parking of trucks, commercial vehicles, boats, trailers, and campers is prohibited without written consent of the NRF. The NRF assumes no responsibility or liability whatsoever for the loss or damage to any automobile or vehicle while parked on the Property. The repairing of cars or other vehicles of whatever nature shall be strictly prohibited, and automobiles without current license tags shall be considered junk storage. Any such vehicles stored or placed on the Property for a period exceeding forty-eight (48) hours may be towed away at the Tenant's expense.
9. Appliances. NRF provides the following appliances for each property: cooking range and refrigerator, and in most instances, a dishwasher. In the event of breakage, NRF will schedule repair service to be paid for by NRF. NRF does not provide microwaves, washers, dryers, or garbage disposals. Tenants wishing to upgrade any dishwasher, refrigerator, or range are responsible for 100% of the cost of the new appliance, and *all subsequent maintenance and repairs* to upgraded model. Upgraded appliances must fit the space the previous appliance occupies. NRF will not change, modify, or customize kitchens. The unit must fit through the exterior doors into the kitchen. Conversion from electric to gas is feasible only if the Property has gas, and a tenant desiring such conversion is responsible for the cost of conversion. Should tenant move out upon non-renewal of lease, the upgraded appliance purchased by the tenant must be removed from the house at tenant's cost. Doorway dimensions must be verified by tenant before purchase, as many doorways are random 18<sup>th</sup> century sizes, not 20<sup>th</sup> century standard. Due to vibrations which may compromise the structure of the building, washer and dryer must be located in the basement.
10. Color. Tenant shall not paint, stain, or otherwise change the color of any exterior or interior portion of the Property.
11. Maintenance. Each Tenant shall keep the Property and any balcony, patio or terrace associated therewith in a good state of preservation and cleanliness.
12. Basement Storage. Basements must be kept neat, tidy and clean to allow for proper inspection of foundations, floors, wiring, beams, plumbing, boilers, gas lines and sump pumps, and to allow for proper air circulation which moderates excessive moisture build-up, mold and mildew.
13. Waterbeds. No Tenant shall install or maintain a waterbed within the Property.
14. Waste Disposal. All garbage, rubbish and debris shall be disposed of in appropriate containers and in designated areas. No rugs or mops shall be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

15. Storm Windows and Screens. Only storm windows and screens provided by the NRF and installed by the NRF shall be permitted on the Property.
16. Requests for Work by NRF Employees. Any Tenant desiring work to be conducted on their Property may contact the NRF office by telephone or in writing. The NRF responds to and schedules work based on degree of need and availability of resources. The NRF's responsibility for taking on work at the request of the Tenant shall be governed by the terms of the lease. The NRF has sole responsibility for determining need and urgency. NRF employees are not responsible for moving or installing personal property (such as installing air-conditioners or moving furniture, or other appliances) but may be privately contracted to do so outside of their regular workday. In some circumstances the NRF may provide help when the house itself provides an impediment to moving. (Some staircase banisters for instance have to be moved in order to allow a new mattress to turn the corner.) Please call the office for information.
17. Landscaping. The tenant is responsible for maintaining lawns and trimming shrubbery. Any gardening shall be conducted at the Tenant's expense and must be maintained in a neat and tidy fashion. No plantings may be situated so that they encroach upon any NRF structure so as to cause mold, mildew and rot. No trees may be planted without written NRF approval. All tree pruning shall be conducted by NRF employees when determined necessary for the safety and maintenance of any NRF structure or neighboring structure, including fences. Purchase costs for additional plantings will be the responsibility of the tenant.
18. Fire Alarms. The NRF maintains a fire alarm monitoring and service contract on all NRF houses, at the tenant's expense. In the event of alarm activation, the alarm company will contact the fire department and an NRF employee. The NRF employee will provide the fire department personnel with access to the property in order to assess the cause of the alarm. Any request for any exception to the monitoring and service contract must be made in writing to the NRF. The Tenant must demonstrate a reasonable need for exception and must demonstrate to the NRF's satisfaction that the Property will be covered at all times by an active, monitored fire alarm system.
19. Burglar Alarms. Tenants may, with written consent of the NRF and at their own expense, install burglar alarms. Those tenants who have them should assign someone in the neighborhood to turn off the burglar alarm should it go off by mistake during the tenant's absence. Alarms that repeatedly "false alarm" are a neighborhood annoyance and, therefore, are of serious concern to the NRF. The NRF has no responsibility for the function of these alarms. No NRF employee will respond to any burglar alarm, for any reason.
20. Light Bulb Replacement. Tenants are responsible for the replacement of all light bulbs including exterior security flood lights. Tenants may request exterior bulb replacement from the NRF at a charge of \$15 per bulb. The NRF will supply the bulb.
21. Clogged Plumbing Fixtures. Tenant is responsible for ordinary care and maintenance of plumbing fixtures including clogged sinks and toilets. Tenants may request NRF assistance in this area at a charge of \$75 during normal business hours and \$150 during non-business hours. Incidents requiring extraordinary repair or cleanup will be priced at market rates, and determined on the authority of the NRF staff plumber. Garbage disposals are not standard equipment in NRF houses, and repair, unclogging or replacement of garbage disposal is at Tenant's expense.

22. Lock outs. If Tenant is inadvertently locked out, he/she may come to the NRF office during normal weekday business hours to borrow a key and return the key to the office within 24 hours. NRF assistance during non-business hours is not available.
23. Pest Control. NRF is responsible only for control of pests causing structural damage to NRF property, such as powder post beetles, termites, carpenter ants, and chewing rodents. The Tenant is responsible for pest control of nuisance pests, such as flying ants, Indian meal moths, cockroaches, and mice. Tenant is responsible for any costs or damages resulting from such treatments for nuisance pests (such as fire alarms triggered by fumigation).

## **Part II: Winter Rules and Regulations**

The construction of a colonial house (most of our homes are not insulated) differs greatly from that of contemporary structures and for this reason heating and plumbing pipes are more susceptible to cold and drafts. Every attempt was made during the restoration of your house to protect these pipes, and during normal winter temperatures there should be no problems. However, during periods of abnormally cold weather it is possible that pipes may freeze. In order to minimize this possibility we ask that you exercise the following precautions during cold weather. In addition we would like to remind you of your responsibilities as they relate to snow removal.

1. Snow Removal. As stated in Sections 3 & 7 of your lease with the NRF, it is your responsibility as tenants to insure that the sidewalks in front of your house are kept clear of snow and ice at all times. If you are not always in occupancy of the house, then please insure that appropriate arrangements have been made so that the sidewalks are kept clear. Should this not be the case, and the NRF is cited by the City of Newport for failure to keep the sidewalks passable, then we will take the necessary steps to correct this situation and then bill you at a rate which reflects the hardship this event has imposed on the Foundation.
2. Minimum Thermostat Setting. Do not turn the thermostats below 65 degrees at any time.
3. Uneven Heat. If you notice that one of the floors in your house is cold even though the thermostat is at a high setting, call the Foundation office during regular business hours, or, after hours, the **NRF emergency number: 401-849-2750**. Give your name and address and ask the security guard to contact Marc Lennon. An alternative number to call is 846-4152.

### **TRAVERS PLUMBING & HEATING – 849-6882**

4. Fireplace Precautions. If you are burning fires in the fireplace(s) on any or all of the floors of your house, turn up the thermostat(s) on the floor where you are using the fireplace once each hour to activate the heating system and allow the water in the pipes to circulate. If this is not done and a thermostat is located in a room or on a floor where a fireplace is burning, the heat from the fireplace could satisfy the demands of the thermostat, the water in the pipes on that particular floor would not circulate, and the pipes could freeze.
5. Synthetic Logs. Packaged fireplace logs (such as duraflame) should never be used in NRF fireplaces. They are full of resins and chemicals which build up dangerously fast in chimneys and flues and lead to chimney fires. Please use only natural firewood that has been properly seasoned.

6. Fireplace & Chimney Safety. Any problems or concerns regarding fireplace or chimney operation should be reported immediately to the NRF office. All fireplaces and chimneys are maintained by NRF staff.
7. Overnight Precautions. Before retiring at night you should open the cupboard doors below the kitchen and bathroom sinks to allow warm air from the room to enter these areas.
8. Outdoor Hoses. During November through April outside water hoses must be disconnected from the outside water faucets to eliminate cold weather freeze-ups.
9. Prolonged Absence. If you are leaving your house in the winter for longer than a two-night period, notify the Foundation office as to when you are leaving and returning. Do not turn the thermostats below 65 degrees.
10. Carpenter Ants. In order to avoid carpenter ant infestation, all firewood must be stored well away from all structures on the Property. No firewood is to be stored in the basement or against the outside walls. Bring in only enough wood to be burned within one day. Carpenter ants are structural insects, meaning they will do structural damage to the house if allowed to infiltrate.