



EXHIBIT A: RULES AND REGULATIONS

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 Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the NRF.

It is important that as a steward of an NRF property you understand that the construction of a colonial house (most of our houses are not insulated) differs greatly from that of contemporary structures. Many of the rules and regulations listed below are made to protect these houses as best as possible so that stewards may enjoy them for years to come.

1. **Use of Property.** If a residential lease was signed 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, gas company, electric company, etc.) directly. If the emergency requires NRF to be involved (an issue directly involving the property) please contact NRF's emergency number: (401) 849-2750.
4. **NRF Staff 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. **Exterior 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. Satellite dishes and other externally mounted electronic and modern devices should not be installed without prior written consent of the NRF office. Permission will not be granted for any such device that is visible on any street façade. Portable air conditioning units on casters are appropriate for street facades and window unit air conditioners are permitted on non-street facades. **NRF staff do not install or uninstall air conditioners.**
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. If NRF has approved a pet at the Property a Pet Addendum will be provided to the Tenant.

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, nor do or permit anything to be done that will interfere with the comforts or convenience of 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 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. 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: range, refrigerator, and in most but not all instances, a dishwasher. These provided appliances shall be the same appliances which shall remain in the house for the duration of the tenancy unless deemed by NRF to be in need of replacement. In the event of malfunction, NRF will schedule repair service or replacement, to be paid for by NRF. NRF does not provide microwaves, washers, dryers, or garbage disposals. No garbage disposals shall be installed without written consent by NRF.
10. **Color.** Tenant shall not paint, stain, or otherwise change the color of any exterior or interior part of the Property.
11. **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.
12. **Waterbeds.** No Tenant shall install or maintain a waterbed within the Property.
13. **Waste Disposal.** All garbage, rubbish and debris shall be disposed of in provided City containers and in designated areas. Waste shall not be left outside of containers. If a Tenant improperly leaves waste out and the City imposes a fine or court costs on NRF, the Tenant will be responsible for the fine.
14. **Storm Windows and Screens.** Only storm windows provided by the NRF and installed by the NRF shall be permitted on the Property. NRF does allow expandable, portable window screens as long as they are not affixed to the window.
15. **Property Work Requests.** Any Tenant desiring work to be conducted on their Property may do so in the following ways: (1) call Barbara Schlubach at (401) 849-7300 ext. 110, (2) email Barbara Schlubach: Barbara@NewportRestoration.org, (3) create a work order in Propertyware, or (4) by letter. 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 staff are not responsible for moving or installing Tenant's personal property.** 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 contact the office for information.

16. **Landscaping.** The tenant is responsible for maintaining lawns and trimming shrubbery (including privet). 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 coordinated by NRF staff at NRF's expense when deemed necessary for the safety and maintenance of any NRF structure or neighboring structure, including fences. Frequent garden watering (such as irrigation systems on timers or sprinklers) **must** be kept off the clapboard or sheathing. NRF is not responsible for high water bills resulting from outside watering.
17. **Fire Alarms.** The NRF maintains a fire alarm monitoring and service contract on all NRF houses. In the event of alarm activation, the alarm company will contact the fire department. The fire department personnel will access the property in order to assess the cause of the alarm.
18. **Burglar Alarms.** Tenants may, with written consent of the NRF and at their own expense, install burglar alarms. 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 staff will respond to any burglar alarm, for any reason. Tenants shall be fully responsible for responding to their burglar alarms.
19. **Clogged Plumbing Fixtures.** Tenant is responsible for ordinary care and maintenance of plumbing fixtures including clogged sinks and toilets. Tenant shall not use commercial clog remover products, such as Drano, to unclog drains as these types of products can be extremely damaging to the plumbing system. If Tenant is unable to resolve a clog they should contact NRF with the understanding that the Tenant will be responsible for the expense.
20. **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.** Tenant may engage the services of a locksmith, such as Coristine Locksmith on Spring Street.
21. **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 sugar ants, gnats, pavement 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).
22. **Prolonged Absence.** If you are leaving the property for an extended period of time, a week or longer, we expect that you will have someone check periodically on the house conditions, as well as notify the office in case NRF needs to take any precautions due to a Hurricane or winter storm with extremely low temperatures. We also strongly recommend that you take out Renters Insurance on your personal belongings.
23. **Payment Forms.** NRF accepts payment from tenants in the form of checks and money orders. If paying by check, it must be drawn on an account in the name of the tenant(s). NRF will not accept cash, third party checks, or checks endorsed over to us.

- 24. **Snow Removal.** It is the Tenant’s responsibility 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 you will be responsible for the expense.
- 25. **Minimum Thermostat Setting.** Do not turn the thermostats below 65 degrees at any time regardless of whether or not you will be in the property.

_____ Tenant initials

- 26. **Fireplace Precautions.** Tenants shall only use fireplaces that have been approved for use by NRF. 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 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.

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. In order to avoid carpenter ants, all firewood must be stored well away from the property and all structures on the property, at a minimum of 12”. Only enough firewood to be burned within one day shall be stored inside the property.

Any problems or concerns regarding fireplace or chimney operation shall be reported immediately to the NRF office.

- 27. **Excessive Cold Temperatures.** During excessive cold temperatures Tenant shall keep open the doors below the kitchen and bathroom sinks to allow air to flow in these areas.
- 28. **Outdoor Hoses.** During November through April outside water hoses must be disconnected from the outside water faucets to eliminate cold weather freeze-ups.

Tenant’s Signature

Date

Tenant’s Signature