

RESIDENT RULES AND REGULATIONS

Welcome to _____ . The Resident Rules and Regulations were developed for the purpose of providing decent, safe, sanitary, and affordable housing. In exchange for rental payments, each resident is entitled to the exclusive use and enjoyment of their apartment in a peaceful, quiet, and private environment. The Resident Rules and Regulations are necessary to define acceptable activities and behavior in an environment of community living. The Resident Rules and Regulations are not meant to infringe on the rights of any one resident but, rather, to protect the rights of all the residents, the owners, managing agents, and the property as a whole.

Residents who do not comply with the Resident Rules and Regulations will be notified, in writing, of their noncompliance with the policies, which is a violation of the Lease. A violation of The Resident Rules and Regulations by a resident will be grounds for the termination of the Lease as allowed by regulation and law. All city, county, state, and federal laws apply to each resident, their household members and all guest(s).

Please be advised that at times we will ask that you put a reportable item in writing. While it may take more effort, it is for your protection. Please keep a copy for yourself. Should a household member have a disability which prevents you from reporting in writing, please see the manager. As an accommodation, the manager may write your report.

1. RENT PAYMENTS:

- a. All rents are due and payable on the first day of the month in accordance with the Lease. There will be no exceptions to this policy. Rent is considered late on the second day of each month regardless of whether the date occurs on weekends, holidays, or other events when the management office is closed. Residents who have failed to pay the monthly rent by the 16th day of the month may be subjected to eviction proceedings.
- b. Late fees will not be assessed until the 6th day. On the 6th day, management may charge a fee, not to exceed \$5 for the period for the first through the fifth day the rent is not paid. Additionally, the owner may charge a fee of \$1 per day each additional day the rent remains unpaid for the month not to exceed \$30
- c. Our rental payment must be made by money order, cashier's check, or approved personal check. No cash or third-party checks will be accepted.
- d. If the household bounces a check on the second time, the Landlord may collect the actual fee charged by the bank. In addition, if a household bounces two checks, the household will henceforth have to pay by money order or cashier's check for a period of 24 months. We do not penalize a resident if the return check is caused by bank error; however, a letter from the bank would be required.

Note: NSF fee does not apply to a 202/8 property.

- e. HUD regulations mandate that only those persons listed on your household's HUD 50059 form may reside in your unit. As such, we will only accept rental payments from someone in your household. Any exception to this policy must be requested in writing and must be pre-approved by management. Should a household member have a disability which prevents you from reporting in writing, please see the manager. As an accommodation, the manager will write your report.

2. RESIDENT CHARGES:

Residents will be billed for damages caused by carelessness, misuse or neglect on the part of the residents, household members, guests, or visitors. The resident is obligated to reimburse management for the damages within 30 days after receiving the bill for charges. Charges will be based on the actual cost of the repair and at no time shall any of the charges be more than the actual cost to repair.



3. RESIDENT RESPONSIBILITIES:

- a. The resident(s) on the Lease is/are responsible not only for their own actions but the conduct of his/her household members, guest(s), and visitor(s), while in the apartment or on the property. Any violation of these policies, and/or Lease terms is considered noncompliance with the Lease.
- b. Any adult household member, who intends to permanently vacate the unit, must notify the manager.
- c. Should you wish to add anyone to your lease, you must request written permission from your landlord prior to that person residing with you. Only those household members listed on your Lease Agreement are authorized to occupy your unit. In the event that you allow an unauthorized person to live in your unit, and this event is discovered by management, management will not add that person(s) to your lease; and, your household will be subject to legal action (See paragraph 10).
- d. The Section 8 subsidy is prorated based on the number of US citizens, nationals, eligible non-citizens, and ineligible non-citizens in the family. Ineligible non-citizen family members (those who do not have legal immigration status) may live in Section 8 housing but are not eligible for a Section 8 housing subsidy. Per federal law, any household who knowingly allows an unauthorized, ineligible non-citizen to take up occupancy in their assisted housing unit, or who allows a family member to falsify his/her immigration declaration, will lose their eligibility for financial assistance for no less than 24 months.
- e. The hours between 10:00p.m. and 8:00 a.m. on the property are "Quiet Hours." Every effort by all households should be directed towards minimizing any noisy, disturbing, offensive, or objectionable activity during these hours. Every effort should be directed to honor the right of other residents to the quiet and peaceful enjoyment of his/her residence during all hours of the day.
- f. The volume of stereos, televisions, radios, etc., whether in the apartment, in the common areas of the property or in a vehicle, is to be kept at a minimum sound level so as not to violate the rights of neighbors to the quiet and peaceful enjoyment of his/her residence at all times.
- g. Residents shall take all reasonable measures to control the moisture level of the interior of the premises by, among other measures, immediately reporting in writing to the Landlord any water intrusion, such as plumbing leaks, window leaks, drips, or "sweating" pipes. If a household member has a disability which prevents a written notice, please see the manager. As an accommodation, the manager can write your report.
- h. Residents shall limit the sources of indoor humidity by increasing fresh air ventilation when appropriate and preventing moisture condensation whenever possible. Residents agree to immediately notify the manager in writing of any malfunctioning ventilation equipment in the premises. If a household member has a disability which prevents a written notice, please see the manager. As an accommodation, the manager can write your report.
- i. Residents shall use bathroom fans, if available in your apartment, and/or open interior bath windows, if available in your apartment, while showering or bathing. Residents agree to immediately report in writing to the landlord any malfunctioning bathroom ventilation equipment. If a household member has a disability which prevents a written notice, please see the manager. As an accommodation, the manager can write your report.
- j. Residents shall use all reasonable care to prevent outdoor water or other forms of moisture from penetrating into the interior of the premises.
- k. Residents shall use exhaust fans whenever cooking. Residents are to immediately report any exhaust fan malfunctions to the manager.



- l. Residents shall clean and dry any damp or wet building materials such as the walls in the bathroom and kitchen and tub enclosure within 24 hours. Residents agree to inform the manager in writing if such materials cannot be dried within 24 hours. If a household member has a disability which prevents a written notice, please see the manager. As an accommodation, the manager can write your report.
- m. Residents shall conduct a visual inspection of the premises for the presence of mold growth inside the premises at least once per month, including but not limited to:
 - 1. window frames and carpets;
 - 2. ceiling tiles, and on any currently or formerly damp material made with cellulose (such as wallpaper, books, papers, and newspapers);
 - 3. indoor plants; and
 - 4. the Resident's personal property.
- n. Residents shall immediately report to the manager in writing if significant mold growth is noted on surfaces inside or adjacent to the premises. If a household member has a disability which prevents a written notice, please see the manager. As an accommodation, the manager can write your report.
- o. Residents agree not to bring any personal property into the unit that may contain mold, especially "soft possessions" such as sofas, chairs, mattresses, and pillows.
- p. For the term of this agreement, Resident is strongly recommended to maintain personal liability insurance, for losses to Resident's personal property or injuries arising out of or from an earthquake, fire, theft, rain, flood, water leakage or breaking pipes, or other causes.
- q. Residents and his/her guest(s) will not engage in, or participate in, such conduct which interferes with the quiet and peaceful enjoyment of the other residents living in the apartment community. No act of a resident and/or guest which threatens, intimidates, is deemed as harassing others, is physically violent with or without injury to another person and/or property, or has unacceptable social conduct, will be tolerated. Any such incident(s) will be considered a violation of the Resident Rules and Regulations and the Lease Agreement. Additionally, where applicable, such incidents will be reported to local law enforcement.
- r. Acts of intimidation, harassment, including sexual harassment, verbal abuse, physical threat or violence, or social misconduct of, or to, any employee of the property by any person will not be tolerated. Any such incident(s) will be considered a violation of the Resident Rules and Regulations and the Lease Agreement. Additionally, where applicable, such incidents will be reported to local law enforcement.
- s. Social gatherings of residents and guest(s) are welcomed provided such gatherings do not become noisy, offensive, threatening, or generally objectionable to other residents and/or management. Any such gathering is considered in violation of the terms of the Lease and The Resident Rules and Regulations, when other residents' rights to quiet and peaceful enjoyment of his/her residence, are violated. This policy applies to gatherings inside an apartment as well as in common areas.
- t. The consumption of alcoholic beverages in any common areas of the property is strictly prohibited. Public intoxication, including all common areas of the property, is strictly prohibited and may result in a Lease violation.
- u. The resident shall agree not to engage personally in or permit any unlawful activities in the dwelling unit, in the common areas, or on the property grounds. Such activities include, but are not limited to, acts of violence that damage or destroy the dwelling unit, common areas, or property grounds, or activities that disturb or injure other residents or their property.
- v. It is illegal and a violation of this agreement for RESIDENT'S, household members and/or guests to engage in unlawful activity, including drug-related criminal activity, in the unit, in the common areas, or on the property



grounds. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance.

- w. It is illegal and a violation of this agreement for RESIDENT'S, household members and/or guests to engage in any act intended to facilitate criminal activities, including drug-related criminal activity, acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, possession of illegal fire arms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or residents, in or around RESIDENT'S apartment or any common areas.

The unlawful use of any type of weapon, firearm, or dangerous object is strictly prohibited anywhere within the boundaries of the property. This includes, but is not limited to:

- Shotguns, pistols, rifles, etc.;
 - Ammunition of any type;
 - Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type;
 - Archery equipment (bows, arrows, targets, etc.);
 - Paintball guns, paint balls and any similar products;
 - Any and all types of sling shots or any device that could shoot a projectile;
 - All sharp edged or pointed objects (i.e., knife, sword, etc.) used with the intent to threaten, intimidate, or harm another;
 - Any and all types of explosives, fireworks, and explosive chemical(s); and/or
 - Any types of instrument, object, and/or material that may be deemed a weapon when used with the intent to threaten, intimidate, or harm another.
- x. IF ANY LAW ENFORCEMENT AGENCY IS CALLED TO THE PROPERTY BECAUSE OF ANY TYPE OF DISTURBANCE OR VIOLATION, THE RESIDENT(S) INVOLVED MAY BE SUBJECT TO LEASE TERMINATION.

4. CRIMINAL HISTORY:

- a. It is our policy to screen anyone wishing to live on the property, including applicants, residents, all household members, and live-in-aides, etc. for criminal histories. And, to reject applications, or terminate the leases, if it is determined that current or past criminal activity of an applicant, resident or any household member may indicate a present threat the health, safety, or right to peaceful enjoyment by other residents, property management staff or persons residing in the immediate vicinity of the property.
- b. Management may deny admission to applicants or terminate the lease of any resident or household member who is or has been engaged in criminal activity that could reasonably indicate a present threat to the health, safety or welfare of others. All applicants and residents will be screened using the Criminal History Policy.
- c. All applicants, age 18 years and older, are required to have criminal history background checks. All applicants and Residents will be screened for Sex Offender Registration at both at initial certification and annual recertifications. The criminal and sex offender background check will be verified for every state in which all applicants have lived.
- d. If during the application process a member of the applicant household is found on a sex offender registry, the application for the entire household will be rejected. If during the annual recertification process a member of the resident household is found on a sex offender registry, the rental assistance for the entire household will be terminated effective the first of the month following the verification or confirmation of identity of the resident household member. There is an option to termination of assistance. If the resident household wishes to continue to live here and receive federal HUD assistance, the household member whose name appears on the state sex offender registry must be removed from your household immediately upon notification. Documentation, including but not limited to, a recent, legal lease signed by parties, a recent utility bill or bank statement in their name, a US Postal service certified mailing address change, etc., must be provided to prove



that the household member has moved. If no acceptable form of verification of the offending resident's move is provided, the household's assistance will be terminated consistent with this policy.

- e. Management will work with law enforcement to follow-up on any criminal reports received for all criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff); or any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises. If the criminal police reports indicate criminal activity, which allows for the termination of tenancy, then eviction proceedings will be started.

5. YOUR APARTMENT:

- a. **Your apartment must be your only place of residency.**
- b. In addition to the lease provisions, residents are required to cooperate and allow the landlord entry into the apartment for inspections, for the purpose of providing the service of determining the condition of the apartment, and any need for repairs or services. Inspections are also made to verify or determine resident's compliance with resident's obligations under the lease and house rules agreement, or as otherwise provided by law (Refer to paragraph 6).
- c. Please use only picture nails when hanging pictures.
- d. Please pay particular attention to how your windows appear from the outside looking in. Do not attach aluminum foil to windows
- e. Do not remove or substitute our window coverings, which are supplied in your apartment, unless you receive written permission by management. Management requires that resident supplied window coverings be fire resistant for your safety. Management reserves the right to approve the installation contractor.
- f. Any malfunction in your apartment should be reported to the onsite manager. The manager then generates an initial service request in the system. When the service request is submitted a copy it is given to the maintenance technician. If at any time you are dissatisfied with the repair, please contact the onsite manager.
- g. Belongings (except automobiles and motorcycles) can only be stored in your residence, balconies excluded.
- h. Please do NOT use abrasives to clean fiberglass tubs and showers. Use only liquid fiberglass cleaners for this type of tub and shower to preserve the shine and luster and keep them soil free. If you do not know whether you have a porcelain or fiberglass tub/shower, please ask your manager.
- i. Disconnecting smoke alarms and bathroom exhaust fans is prohibited.
- j. Plants on the balconies are acceptable. These plants, however, must be on saucers to prevent damage to the balcony floor and they cannot create clutter.
- k. Residents may not install, fill, or use a waterbed in the apartment.
- l. Residents may not install fish tanks in the apartment.
- m. Residents may not run exposed wiring in the unit, nor install any exterior wiring, cable, or antennas. A satellite dish may be installed, within the confines of the resident's unit, or on the patio or balcony of your unit, subject to the following:
 - 1. Written management approval;
 - 2. The satellite dish may not be larger than one meter (3 feet, 3 inches) in diameter;



3. The dish may not be affixed to an exterior wall, eave, any common area, railing, or the roof; and
 4. No holes may be drilled for the installation of the dish, nor any other damage as a result of the installation.
- n. Resident shall keep the Premises and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. Resident shall use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended. If the household members, or guests cause or permit damage to the Premises, the household shall be liable for the cost to repair the damage.
- o. Appliances:
1. Each resident is responsible for the care and use of each appliance and fixture in his/her apartment. Residents are responsible to report any operationally defective appliance or fixture immediately. Resident will be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence.
 2. No additional equipment, refrigeration unit, freezing unit, air conditioning or heating unit, or permanently affixed lighting device may be installed, operated, or used in any way unless a reasonable accommodation based on a disability has been approved in writing from management.
 3. Residents are not permitted to install any additional appliances in the unit, such as freezers, washing machines, dryers, and air conditioners without advance written permission from management.
 4. Equipment and appliances provided in the apartment may not be moved or removed from the apartment or building. All equipment and appliances provided in the apartment must be permanently retained in the original location.
 5. If there are emergency pull cords in the bedroom and bathroom of apartments, they are designed solely for the elderly or for persons with disabilities. These cords are only to give attention or notice to a passerby of the potential need of a resident in the event of a medical emergency or mishap. **Pull cords ARE NOT monitored around the clock.** While these emergencies pull cords may be located in your apartment, this system is completely internal and is NOT connected with any police department, fire department, or emergency rescue service. No particular employee is assigned to monitor the system during all hours of the day and night, and there are periods of time during which the system is not monitored at all. The system is to be used only as a last resort after attempting contact through traditional emergency services such as the police department, fire department or emergency rescue service. Management implores residents and guests to dial 9-1-1 first in the event of an emergency.

	Model #	Serial #
Stove	_____	_____
Refrigerator	_____	_____
Air Conditioner	_____	_____
Other (specify)	_____	_____
_____	_____	_____

6. HOUSEKEEPING AND UNIT INSPECTIONS:

- a. In order to provide decent, safe and sanitary conditions in all assisted units, management conducts inspections, at least once annually, on all occupied units. The inspections may be conducted in conjunction with the household's annual recertification; but, is typically conducted separately.
- b. A special inspection may be requested between annual inspections by management, the resident, or a third party as a result of problems identified with a unit or in response to a city, state, or Federal government agency's compliance requirements.

- c. The household must allow the management agent or its representative to inspect the unit at a reasonable time and after reasonable notice. "Reasonable notice" is considered to be not less than 24 hours, except in the case of a life-threatening emergency. In the case of a life-threatening emergency, management will give as much notice as possible, given the nature of the emergency.
- d. Inspections will be scheduled between the hours of 8:00am and 5:00pm on business days and an adult (age 18 years and over) is required to be present during the inspection.
- e. The household may request to reschedule an inspection for good cause or, if it is needed as a reasonable accommodation for a person with disabilities. "Good cause" is defined as an unavoidable conflict that seriously affects the health, safety, or welfare of the household, such as a previously scheduled doctor visit. Requests to reschedule an inspection must be made orally or in writing and will be considered on a case-by-case basis. Management may request documentation of the "good cause" prior to rescheduling the inspection. Households that miss scheduled inspections without management approval may be considered to have violated its obligation to make the unit available for inspection
- f. Any deficiency noted during an inspection will require corrective action on the part of the household. Management has adopted the following housekeeping guidelines by which residents are expected to abide during tenancy, to include but not limited to:
 - 1. Fire protection equipment (i.e. smoke alarms, fire hoods, extinguishers) should be in place and in working order.
 - 2. Floors should be clean, clear, dry and free of trip hazards. Do not stretch or drape electric or cable cords and wires across floors, including entrances and hallways.
 - 3. Floors, entrances and walkways should be clear of newspapers and/or other personal possessions as to allow egress and access to all areas of the apartment by emergency services.
 - 4. Windows must not be blocked with furniture or other personal belongings and may not be nailed or screwed shut nor prevented from opening or closing by any object.
 - 5. Property-provided shades and blinds should be intact and in working order.
 - 6. All lighting fixtures are to have a working bulb and covers should not be broken or missing.
 - 7. If applicable - emergency pull cords must not be tied or taped and should hang no less than six inches (6") from the floor in both the bedroom and bathroom.
 - 8. Ranges/Stoves/Ovens should be clean and free of food and oil and may not be covered with foil. No flammable objects should be stored near or on top of the range/stove or stored in the oven.
 - 9. Resident-paid utilities must remain in service during tenancy.
- g. Residents will be notified in writing of the results of all inspections. Generally, no more than thirty (30) days will be allowed for all deficiencies to be corrected. At such time, management will provide at least 24 hours notice of the unit re-inspection to confirm the corrections due to resident negligence, accident, or abuse.
- h. Management may, at its discretion, schedule subsequent inspections for residents who fail to sufficiently correct housekeeping deficiencies. Repeated violations of the housekeeping policy may result in termination of assistance or eviction or both.

7. KEY(S) AND LOCK(S):

- a. A key will be issued for each adult household member at move-in. One (1) key is issued per household (when applicable) for a building controlled-access entry door, the laundry facility and mail box. Residents are not permitted to provide keys to relatives, friends, or guests, including home health attendants, without the express written consent of management.



- b. No alteration, addition, and/or replacement of a lock(s) is permitted without the written consent of management. A resident who receives permission to change or add a lock(s) must provide management with a key for each lock to provide access for inspections, repairs, or emergencies. Locks added to an entry or sliding glass door must be installed by the apartment maintenance personnel or a qualified contractor approved by management. The cost for this installation service will be no more than actual cost. (Refer to paragraph 27.)
- c. Should a lock require changing for any reason, other than the lock's failure to operate correctly due to normal wear and tear, charges will be issued based on the actual cost of the lock replacement.
- d. When a resident requests a lock change to ensure their level of personal comfort, a lock change charge based on the actual cost of the lock replacement will be issued.
- e. Resident(s) on Lease are responsible for the control of and return of all keys issued during his/her term of possession of the apartment.
- f. Failure to return all keys issued at move-in, and any subsequent key issuance, will result in a charge, as allowed by the Lease, of no more than the actual cost for each lock change, as a result of the missing key(s).

8. CERTIFICATIONS:

- a. Applicants and residents must sign the two HUD-required authorization consent forms HUD-9887 and HUD-9887-A. All members of an applicant or resident family who are at least 18 years of age, and each family head, spouse, or co-head regardless of age, must sign form HUD-9887 at move-in, initial and at each annual recertification. The form must also be signed when a new adult member joins the household, and when members of the household turn 18 years of age. Refusing to sign these forms by any adult family member will cause the family to be ineligible for assistance. All adults regardless of whether they report income must sign the following forms:
 - Form HUD-9887, Notice and Consent for the Release of Information to HUD and to a PHA
 - Form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information – Verification by Owners of Information Supplied by Individuals Who Apply for Housing Assistance
 - Resident who have turn 18 years old must come to the office within 10-days of their birthday.
- b. **Income Certification:** Resident has completed and executed an Income Certification form prior to execution of this Agreement and agrees to complete and execute further Income Certification forms at Management's request at least once annually hereafter. Upon request by Management, Resident shall recertify Resident's household income to Management, Owner or any governmental or quasigovernmental agency in a manner satisfactory to Management and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the Premises, as failure to recertify will constitute a breach of this Agreement.
- c. **Recertified Income:** Resident acknowledges that the annual recertification of Resident's household income must meet the limitations imposed by HUD and the LIHTC Program for continued occupancy of the Premises.
- d. **HUD Properties- Annual, Interim Recertification and EIV**
 - a. HUD requires that management conduct a recertification of household income and composition at least annually. Management must re-compute the residents' rents and assistance payments, if applicable, based on the information gathered. To ensure that rental assistance received by residents is commensurate with their ability to pay, residents must supply information requested by management for use in an interim recertification of household income and composition in accordance with HUD requirements.
 - b. All residents must notify management immediately when:
 - 1. a resident moves out; or



2. the household proposes to move a new member in; or
3. an adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment; or
4. the household's income cumulatively increases by \$200 or more per month.

NOTE: Resident households should report all increases in income to the manager. If the cumulative increase is under \$200, an IR will not be processed; however, the reporting notice and verifications are kept in the file. In this way, if your household reaches the mandatory \$200 reporting threshold and the reporting is within 14 days of the effective date of change, your household will not be in jeopardy of having any type of repayment due to the government.

Many residents request an interim recertification because their family income has decreased. Decreases in income will not be processed unless the action causing the decrease is anticipated to last more than 30 days. Per HUD's Occupancy Handbook 4350.3, Management may delay the processing of an interim, if the income will be restored or partially restored within two months.

All changes should be reported immediately but must be reported within a 14-day period to be considered timely.

- c. Under the Rental Housing Integrity Improvement Project (RHIP) initiative, HUD is responsible for ensuring that the proper subsidy is provided to households through its rental assistance programs. The amount of rental assistance paid on behalf of the household is calculated using their total annual income, less allowable deductions.

To accomplish that responsibility, HUD developed a program called the Enterprise Income Verification (EIV) system. This web-based, state of the art system is designed to share income data available in other federal databases. HUD verifies (monthly) Social Security (SS) and Supplemental Security Income (SSI) benefits data from the Social Security Administration (SSA) and monthly employer new hires (W-4), wage for federal and non-federal employees, and unemployment data (quarterly) from the Department of Health and Human Services' (HHS') National Directory of New Hires (NDNH).

The purpose of EIV is to assist HUD, contract administrators, owners and management in streamlining the income verification process and to help minimize the need for third party verification. EIV allows the user to identify:

- applicants currently receiving HUD assistance;
 - income not previously reported;
 - new employment;
 - historical patterns of earnings and received income;
 - multi-subsidy for household members included in both Public Housing and TRACS databases; and
 - deceased household member(s).
- d. Owner/Agents must verify all income, expenses, assets, family characteristics, and circumstances that affect family eligibility, order of applicant selection, or level of assistance. Four methods of verification are acceptable to HUD. Verifications shall be attempted in the following order:
 1. Enterprise Income Verification (EIV) system (mandatory);
 2. Up-front Income Verification (UIV) (optional);
 3. Third-party verification from source (written);
 4. Third-party verification from source (oral); or
 5. Family certification or notarized statement.

NOTE: If third party verification is not available, then the file will be documented to show that the management attempted to obtain third-party written documentation before relying on some less

acceptable form of information.

- e. All members of an applicant or resident family who are at least 18 years of age and each household Head, Spouse or Co-head, regardless of age, must sign and date the HUD-required consent forms (form HUD-9887, Notice and Consent for the Release of Information to HUD and to a PHA and form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information Verification by Owners of Information Supplied by Individuals Who Apply for Housing Assistance) at the initial certification and each recertification. All adults regardless whether they report income must sign and date these forms.
 - f. A current form HUD-9887:
 - must be on file before owner/agents access the EIV employment and income information for a resident; yet,
 - does not have to be on file to use the EIV Verification Reports, specifically the Existing Tenant Search for applicants.
 - g. If the applicant or resident, or any adult member of the applicant's or household's family, does not sign and submit the consent forms as required in 24 CFR 5.230, management must deny assistance and admission to an applicant; or, terminate assistance to the resident household (not the individual).
 - h. When a resident household proposes to move in a new household member, the EIV Existing Tenant Search will be used during the processing of the applicant for admission to determine if the applicant is currently being assisted at another multifamily housing or Public and Indian Housing (PIH) location. And, as required by HUD, an Income Report will be run within 90 days of the move-in. And, if there is a discrepancy in the report, it will be acted upon, researched and verified within 30 days from the day of the report. Management will retain the report and documentation to resolve any discrepancies in the resident household file.
- e. **Information Supplied:** Resident hereby certifies that the information supplied by Resident to Management that was taken into consideration by Management in determining Resident's qualification to rent the Premises, including Resident's application, Income Certification and Recertification, is accurate, complete, and true in all respects.
- f. **Certain Changes:** Resident shall notify Management immediately in writing if Resident's household size changes, his or her income increases, Resident become(s) a full-time student, or Resident begins to receive HUD assistance. Management may elect not to renew this Agreement if Resident becomes a fulltime student and Management determines that student status would disqualify the Premises under the HUD and/or LIHTC Program. Management may adjust Resident's rent and or utility allowance to reflect Resident's status if Resident becomes a HUD-assisted resident.

All changes should be reported immediately but must be reported within a 14-day period to be considered timely.

1. **Section 8 Residents** - Section 8 rental assistance shall not be provided to any individual who is enrolled as a full or part-time student at an institution of higher education unless one of the following exceptions is met:
 - a. A dependent of the household living with a parent who is receiving Section 8 assistance; or
 - b. At least 24 years of age; or
 - c. A veteran of the armed forces of the United States; or
 - d. Married; or
 - e. Custodial parent/guardian of a dependent child(ren); or
 - f. An individual with disabilities and receiving Section 8 assistance as of November 30, 2005; or
 - g. Is individually eligible to receive Section 8 assistance and has parents (individually or jointly) who are income eligible to receive Section 8 assistance.

- I. For a student under the age of 24 to be eligible, independent of his or her parent/guardian, the student must meet all of the following criteria:
 - a. Be of legal contract age under State law; and
 - b. Have established a separate permanent residence from parents from parents for at least one year prior to applications for occupancy or meet the U.S. Department of Education's definition of an independent student; and
 - c. Not be claimed as a dependent on a parent's or legal guardian's tax returns; and
 - d. Obtain a certification of the amount of financial assistance that will be provided by the parents, signed by the individual providing the support. This certification is required even if no assistance is provided.

(1) U.S. Department of Education's definition of an "independent student" is as follows:

- (a) The student must be 24 years of age by December 31 of the year in which they apply; or
- (b) Be an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older; or
- (c) Be, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence; or
- (d) Be a veteran of the armed forces of the United States or is currently in service on active duty in the armed forces for other than training purposes; or
- (e) Be a graduate or professional student; or
- (f) Be married; or
- (g) Have legal dependents other than a spouse; or
- (h) Have been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as an unaccompanied youth at risk of homelessness and self-supporting, by
 - (i) A local educational agency homeless liaison, designed pursuant to Section 722(g)(1)(J)(ii); or
 - (ii) The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; or
 - (iii) The director of a program funded under subtitle B of IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
 - (iv) A financial aid administrator.
 - (v) Be a student for whom a financial aid administrator makes a documented determination of independence by a reason of other unusual circumstances.

(2) An individual who meets the "independent student" definitions in (b), (c), and (h) above are considered "vulnerable youth." This determination is all that is necessary to determine a person is an "independent student" for purposes of using only the student's income for determining eligibility for assistance.

2. Student eligibility will be determined prior to move-in and at annual recertification. Additionally, changes in student status must be reported to management and student eligibility will be determined via interim certification.

3. For LIHTC Residents- Households shall not be comprised of full-time students. A full-time is a student at an educational institution with regular facilities for any part of any 5 months of the calendar year.

In order for a household of full-time students to be considered eligible, they must meet one of the following criteria:

- a. **Any** member of the household is married and either files or is entitled to file a joint tax return.
- b. The household consists of a least one single parent and his or her minor children, and the parent is not a dependent of a third party. Any children may be claimed as a dependent of either parent, regardless of tenancy in unit.
- c. At least one member of the household receives assistance under Title IV of the Social Security Act. (AFDC, TANF, CalWORKS, etc. – Not SSA or SSI)
- d. At least one member is enrolled in a job training program receiving assistance under the Work Investment Act (WIA) formerly known as the Job Training Partnership Act, or similar federal, state or local laws
- e. At least one member of the household is under age 24 and has exited the Foster Care system within the previous 6 years (California properties only)

Any financial assistance that an individual receives under the Higher Education Act of 1965 or from private sources or an institution of higher education (as defined under the Higher Education Act of 1965) that is in excess of amounts received for tuition and other required fees and charges shall be considered income to that individual unless the student is over the age of 23 with dependent child(ren) or if the student is living with parents who are receiving Section 8 assistance.

- g. **Repayment:** Households are obligated to reimburse HUD if they are charged less rent than required by HUD's rent formula due to under reporting or failure to report income. The household is required to reimburse management for the difference between the rent that should have been paid and the rent that was charged. Management, in turn, reimburses HUD on behalf of the household.

If management has entered into a repayment agreement with a household on two prior occasions no other repayment plan will be offered, any future monies owed the government will be due and payable in total by a specified date.

If the household falsely under reports income at time of move-in, but was still Section 8 eligible, no repayment plan will be offered. The entire amount will be due and payable by a specified date

All changes in household income must be reported to management within 14 days from date of occurrence. Failure to do so when income increases may result in a repayment agreement.

If the failure to report appears to be unintentional, or intentional but not over one year, a repayment agreement to repay HUD's overpaid rental subsidy will be offered. This agreement MUST be signed and dated by all adult household members.

Households, who refuse to repay HUD's overpayment of subsidy amounts due will be in noncompliance with their lease and may be subject to termination of subsidy and tenancy.

Repayment Options must be agreed to by Owner and the affected households and may be paid in the following manner:

- In a lump sum payment; or
- By entering into a prepayment agreement with the Landlord; or
- A combination of both.

With concurrence of the household, the Landlord will request a lump sum payment prior to the commencement of the monthly payments.

Note: If there have been any overcharges of monthly rent that the household has paid, the household will have the choice of receiving a reimbursement check or rent credit.

- h. **Failure to Comply:** You must cooperate fully and provide all necessary information requested in order to expedite the recertification process. Failure to comply with these recertification requirements is considered a non-curable material breach of the terms of this Lease and may result in the non-renewal of your Lease or legal action to be taken.

9. TRANSFERS:

- a. Residents who wish to transfer to another apartment must complete and submit to management a Unit Transfer Request. This request must be completed and signed by the Head of Household and all adult household members who wish to transfer.
 - 1. Unit Transfer Requests made by current residents will be considered before applicant households on the community's Waiting List.
 - 2. Depending upon the circumstances of the Unit Transfer Request, residents may be obligated to pay all costs associated with the move. However, if a Unit Transfer Request is approved as a Reasonable Accommodation to a household member's verified disability, management must pay the costs of moving the household's possessions, unless doing so would cause an undue financial and/or administrative burden. The costs of moving includes only the transport of a household's belongings from one apartment to another apartment within the community. The costs of moving do not include any costs or fees charged to households by utility or insurance companies or other service providers.
 - 3. Unit transfers will not take place if the household is not in compliance with the Lease Agreement and other community policies. This includes, but is not limited to, Lease violations, unpaid rent, damage charges, and any other outstanding payments or program-related compliance violations. Households affected by this policy may still have their name(s) listed on the Transfer list; however, will not be permitted to move until the household is in full compliance or has made arrangements with management to be in full compliance with the Lease, community policies, and all program-related regulations. Emergency transfer requests related to VAWA protections are exempt from the policy.
 - 4. Household requesting a transfer must have resided in their current unit for a period of a year before requesting a transfer. Emergency transfer requests related to VAWA protections are exempt from the policy.
 - 5. Management will review and issue a written notice on its decision to grant or deny a Unit Transfer Request within thirty (30) calendar days of receipt.
 - 6. Residents and management must sign a new Lease Agreement and tenant certification upon moving as a result of a Unit Transfer Request.
- b. Grounds for Transfer.
 - 1. Residents who either request a transfer or are required to transfer will be placed on a Transfer List based on the apartment size requested.
 - 2. Residents may be required to transfer in any situation which may arise that is due to reasons beyond anyone's control, including, but not limited to, natural disasters, extensive damage, or repairs needed to be completed in or around the apartment that cannot be completed while the apartment is occupied.

3. Households who wish to split or separate members of the household and occupy separate apartments at this community are not considered transfers and are not covered by the policies. Adult household members who wish to split from an existing household are considered new applicants and must complete the application process and must separately meet all eligibility requirements included in these Rules and Regulations.
4. Unit Transfer Requests will be reviewed and may be granted for, but not limited to, the following reasons:
 - a. changes in household size; or
 - b. changes in family composition; or
 - c. health-related reasons or need for an accessible apartment because of a Reasonable Accommodation due to the disability of a household member; or
 - d. if a household member needing accessible features of an apartment move out of the accessible apartment and no remaining family members require the accessible features of the apartment; or
 - e. emergency transfers due to instances of domestic violence and other VAWA crimes.
- c. Order of Transfer. While residents may request unit transfers at any time during tenancy and management may approve such requests within thirty (30) calendar days of submission of a Unit Transfer Request, management makes no guarantee on the timing by which a unit transfer will take place. For program and lawful related reasons, management will initiate unit transfers in the following order:
 1. Households who have members with a disability who require accessibility features or changes in apartment size as a result of an approved Request for a Reasonable Accommodation; then,
 2. Emergency transfer requests for household members who are victims of VAWA crimes; then,
 3. Households who, as a result of changes in household composition, require a smaller, then a larger apartment than is currently occupied.

10. VISITORS AND FUTURE HOUSEHOLD MEMBERS POLICY:

- a. For security reasons, management may request identifying information of guests from residents when a guest will be staying overnight. Overnight guests are welcome. However, any guest who remains over three nights and who is not registered with the manager will be considered an unauthorized occupant.
- b. Residents are permitted to have a guest(s) visit his/her residence. However, a person making reoccurring visits or one continuous visit of 15 days or more within a 180-day period without the written consent of management will be counted as a household member. At management's request, residents must provide information related to guests who remain longer than 14 days up to and including information requested to add the guest as a permanent household member.
- c. Resident's guest(s) are subject to the terms of the Lease, The Resident Rules and Regulations, and Federal, State or Local law. The resident accepts responsibility for the guest's action(s) while the guest(s) is on the premises.
- d. Guest(s) who violate the terms of the Lease, The Resident Rules and Regulations, or Federal, State or Local law will be presented a letter of trespass and declared a trespasser. Where applicable, future visits to the property by the guest(s) will result in an arrest by local law enforcement officers for illegal trespass.
- e. Anyone who wishes to live on the property must be screened **prior** to moving in. This includes, but is not limited to, live-in aides, security/police officers or additional household members wishing to move-in after the initial move-in.
- f. Residents are allowed to add household members to their leases under certain conditions, which include but are not limited to, screening and occupancy standards for unit sizes and other criteria to assess suitability for the property.
- g. Once the initial move-in has occurred, any addition to the household must be approved by management.

- h. The same screening completed to approve the original application will be used for future household members. Screening criteria is applied uniform to all applicants. Screening is used to help ensure that households admitted to a property will abide by the terms of the lease, pay rent on time, take care of the unit and common property, and allow all other residents to peacefully enjoy their homes.
- i. In keeping with HUD regulations, on Section 202/8 properties, existing residents may not add or move-in their adult children, adult grandchildren, adult nieces or adult nephews as household members after initial occupancy. Residents who wish to add such persons to their households must add them as a person essential to the care and well-being of an existing household member
- j. Households that caused to be served a Comply and Quit Notice for unauthorized occupancy, the unauthorized occupant will not be allowed to be added to the lease.

11. PETS:

- a. No animals or pets of any kind shall be permitted in or about the Premises unless allowed in writing by Management pursuant to a fully completed and executed Pet Agreement/Addendum, unless;
- b. **Family buildings/buildings with mixed population (both family & senior citizen):** We do not allow pets, unless you reside in a building designed for the elderly. Please inform your guest that pets are not allowed in the apartments at any time and will not be allowed on the property grounds.
- c. **Properties strictly designed for the elderly:** Pets are allowed. Please read the Pet Addendum for further information.
 - 1. There will be a limit of one dog or cat per dwelling unit. The maximum adult weight of any pet shall not exceed 25 pounds. All dogs and cats shall at all times be licensed fully in accordance with state and local law. All pets shall be inoculated as the law requires. All birds shall be maintained inside a cage at all times.
 - 2. All pets must be appropriately and effectively restrained and under the control of a responsible individual while in the common areas of the property at all times.
 - 3. Receipt by management of a certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating the pet has received all inoculations required by applicable State and local law. This certificate must be provided for on an annual basis. This is also applicable for service/companion animals.
- d. Guests are not permitted to bring animals on the property at any time unless the animal is providing a service to a disabled person.

NOTE: A violation of the Pet Rules could be grounds for removal of the pet or termination of the resident's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5 and applicable regulations, state or local law.

12. ASSISTANCE ANIMAL:

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing minimal protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional

support to persons with disabilities who have a disability-related need for such support. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, have no required special training. The question is whether or not the animal performs the assistance or provides the benefit needed as a reasonable accommodation by the person with the disability. Residents who believe they require or need an assistance animal are requested to complete a Reasonable Accommodations Request Form.

NOTE: Service animals and companion animals are permitted for residents and visitors when a written request is made, and the need is verified and documented in writing by a doctor or other qualified third party. If a household member has a disability which prevents a written notice, please see the manager. As an accommodation, the manager will write your report.

13. EXCESSIVE ABSENCES FROM THE UNIT:

- a. Your apartment must be your household's only residence; therefore; residents are not allowed unexplained and/or extended absences from the premises for sixty (60) continuous days or for longer than 180 continuous days for medical reason. At the point the extended absence reaches either of these thresholds, an eviction process will be initiated
- b. If a resident is absent from their apartment for more than 60 days for reasons other than medical, family emergencies, or active military duty, management will begin the process to terminate their lease.
- c. Management must immediately be notified in writing if any household member is going to be or is expected to be absent from the unit for 30 days or more. If a household member has a disability which prevents a written notice, please see the manager. As an accommodation, the manager can write your report.
- d. The Head of Household (HOH) and/or Co-Head shall not be absent from the unit for more than 60 consecutive days or 60 days in any twelve-month period. If the HOH and/or Co-Head are voluntarily absent from the unit for more than 60 consecutive days, or more than 60 days in any twelve-month period, the Household agrees to pay the market/contract rent for those days in excess of 60 for which they were absent. This does not pertain to full-time students away at school, unless they are the Head or Co-Head of the household. However, this does **not** pertain to household members in the military, even if they are Head or Co-Head.
- e. If a household member is absent from the unit for more than 60 days due to an illness or accident, the resident shall provide verification in writing from a responsible medical authority. The notice must verify that the household member will return to the unit within a total of 180 days or less from the initial date of illness or accident. Residents who have medical reasons to be absent from their apartment for more than 60 days must provide evidence from their medical professional that a medical condition is causing the absence. At no time will management require the resident or his or her medical professional to disclose a resident's medical condition. Without such verification, paragraph (d) above applies.
- f. Household members agree to vacate the unit if their absence from the unit, for any reason, exceeds the 180 consecutive days or 180 days in any twelve-month period.
- g. Extended absence is not the same as abandonment. Abandonment is established by state law. The resident's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. Management is then expressly authorized to enter, remove and store all personal items belonging to resident. If the resident does not claim said personal items within an additional thirty (30) days, landlord may sell or dispose of said personal items and apply the proceeds of said sale to the unpaid rents, damage, storage fees, sale costs, and attorney fees. Any balances are to be held by the landlord for a period of six (6) months; thereafter, unclaimed monies or property become assets of the property.

14. FIRE SAFETY:

- a. **Strictly Prohibited:** The use of gas, propane, or charcoal-fueled cooking grills of any type is not permitted under any circumstances on a balcony, patio or within the apartments.
- b. **Strictly Prohibited:** Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or any common areas anywhere on the property is strictly prohibited.
- c. **Strictly Prohibited:** Storage of any materials adjacent to the hot water heater, HVAC, range, or refrigerator may create a health and fire hazard and is strictly prohibited.
- d. **Strictly Prohibited:** Disconnecting the smoke/fire alarm(s) is strictly prohibited. This is in violation of the fire code. Any tampering with smoke detectors is considered a Lease violation and may result in the termination of your rental assistance or Lease. The management office must be notified immediately if a battery is missing or a smoke detector is not functioning. It is the resident's responsibility to notify management if the smoke/fire alarm(s) becomes faulty.
- e. **Strictly Prohibited:** Use of extension cords in bathrooms, kitchens, and hallways that cause a trip hazard. Surge protectors and plug in multiple outlet devices are allowed as long as electrical cords do not create a hazard
- f. **Strictly Prohibited:** Extension cords cannot be plugged into common area outlets or in another apartment.
- g. **Strictly Prohibited:** Furniture and personal items cannot be placed in direct contact with baseboard heaters.
- h. **Strictly Prohibited:** Windows are not allowed to be nailed shut or to be made permanently closed in any way. Egress (ability to exit) through windows cannot be blocked by anything, including furniture. This is a health and safety issue and is considered material non-compliance with the Lease.
- i. **Strictly Prohibited:** Smoking is strictly prohibited where oxygen is being used which includes but is not limited to the following areas; all apartments, all common areas, including property grounds, all rooms with oxygen equipment stored (even when it's turned off), all balconies and/or patios, and all areas where any highly flammable combustible or explosive material might be used or stored.
 - 1. The following criteria shall be considered violation of this policy when oxygen is present, in use, or stored in a unit and shall subject the resident to lease enforcement action under this policy:
 - i. The presence of consumed cigarettes, cigars, tobacco, or marijuana, or ashes from same observed by Management staff or its agent(s) inside residential units;
 - ii. The smell of cigarette, cigar, tobacco, or marijuana smoke observed by Management staff or its agent(s) inside residential units or directly attributable to a residential unit by way of windows or entryways of a residential unit;
 - iii. Observed physical damage from the use of lighted cigarettes, cigars, tobacco, or marijuana, including but not limited to smoke film on walls and windows and carpet, countertop, or other surface burns; and/or
 - iv. Witnessing smoking in residential units governed by this policy.
- j. **Strictly Prohibited:** Smoking is strictly prohibited in all areas, private and common, which includes but is not limited to, the following: private residential units, entry walkways, hallways, stairwells, community rooms, storage areas, and/or management offices and maintenance shops. Where designated, residents are responsible for the proper and safe disposal of their matches, cigar and cigarette butts and ashes, so as not to pose a fire hazard or litter the grounds.

15. DETERMINING ELIGIBILITY OF A REMAINING FAMILY MEMBER:

Family composition may change after initial occupancy, and, therefore, a determination must be made whether or not the remaining member of the household is eligible to receive assistance. The following are the basic HUD and LIHTC requirements to qualify as a remaining household member:

The following are the basic requirements of the low-income housing credit program under Section 42 of the Internal Revenue Code of 1986, as amended (the "LIHTC Program"):

1. The individual must be a party to the lease at the time the family member leaves the unit.
2. The individual must be of legal contract age under state law.
3. If the household member who establishes eligibility for the property leaves the unit, the landlord must determine if the individual(s) still residing in the unit meet the eligibility requirements of the project.
4. Living Aides are eligible to move in only if they are essential to the care and well-being of the resident. Living Aides are not eligible to remain in the unit if the resident vacates.

For Sections 236, 221(d), 223(f):

1. The individual must be a party to the lease at the time the family member leaves the unit.
2. The individual must be of legal contract age under state law.

For Section 202 Section 8:

1. If there is a death of an eligible family member, the remaining family member is eligible to remain in the unit and must pay rent based on income; HOWEVER,
2. If the household member who establishes eligibility for the property leaves the unit for any reason other than death in a Section 202/8 property, the landlord must determine if the individual(s) still residing in the unit meet the eligibility requirements of the project, including income and age or disability.
3. In a 202/Section 8 building, if the remaining member is not program eligible, he/she may **not** receive rental assistance but may remain in the unit and pay contract rent.
4. Adult children are eligible to move in after initial occupancy only if they are essential to the care and well-being of the elderly resident. Their income must be counted. Adult children are not eligible to remain in the unit.
5. Living Aides are eligible to move in only if they are essential to the care and well-being of the resident. Living Aides are not eligible to remain in the unit.

It should be noted that if a tenant has a live-in aide, the live-in aide must be compliant with the house rules, even though they are not a party to the lease. The property has the right to evict a live-in aide who violates any of the house rules.

16. REASONABLE ACCOMMODATIONS:

- a. It is our policy, pursuant to Section 504 of the Rehabilitation Act and the Federal Fair Housing Act, to provide reasonable accommodations and modifications upon request to all applicants, residents, and employees with disabilities when such accommodation is required and the need is documented. Management will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, Management will make reasonable accommodations for the known disabilities of applicants and residents. Such accommodations may include changes in the method of administering policies, procedures, or services.
- b. When an otherwise qualified applicant or resident requests a reasonable accommodation or modification, management is not required to:

1. make structural alterations that require the removal or altering of a load-bearing structure;
 2. provide support services that are not already part of its housing programs;
 3. take any action that would result in a fundamental alteration in the nature of the program or service; or,
 4. take any action that would result in an undue financial or administrative burden on the property, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).
- c. Documentation supporting the existence of a disability, and the need of the accommodation necessary, must be verified in writing by a physician or other qualified third party, unless the need is readily apparent. We do not inquire into the nature of a disability.
- d. The accommodation requested must relate to one's handicap or disability.

17. EXTERIOR APPEARANCE:

- a. Please help to keep the apartment community beautiful.
- b. Residents are responsible for the conduct of his/her household members and/or guests or visitors.
- c. Toys and personal items, such as bikes, carts, etc. should not be left unattended or abandoned on the sidewalks, near stairways, in common areas, including entries, in hallways or on the grounds. Any abandoned or unattended toys or personal items in any of the common areas will be disposed of without prior notice if the owner is unknown.
- d. Sidewalks, entrances, exits, passages, stairways, corridors, hallways, mailboxes, and courtyards must not be obstructed, encumbered, or blocked as to prevent access or egress by others.
- e. All window coverings must be specifically manufactured for that purpose. Sheets, blankets, flags, aluminum foil or other such items are not acceptable as window coverings.
- f. Any additions to window openings, such as screens, air conditioning units, planter boxes, etc., must be approved by management prior to installation.
- g. No personal, seasonal, special use, or other items may be stored or displayed from a balcony, patio area, or common entries. Only furniture designed for outside use may be placed on the patio or balcony. Patio furniture must be approved exterior furniture and must be maintained in an acceptable condition.
- h. Excepting bulletin boards or other areas specifically designated by management, no signs, advertisements, notices, other lettering, or flyers may be exhibited, inscribed, painted, or affixed by any resident or guest on or to any part of the exterior of the apartment building or property without approval of management.
- i. The display of holiday decorations is permitted as long as such decorations do not prevent entry or exit to the building or apartment; do not present a fire or other hazard; and, are not permanently affixed to the building or property. The use of spray snow or similar products on windows or other surfaces is specifically prohibited. Should management be required to remove the prohibited items, there will be a service charge.
- j. Resident-provided screen or storm doors of any type are prohibited on apartment doors without written approval from management. If owner-provided, screen and storm doors are considered permanent fixtures of the property and may not be removed.
- k. No awning, radio antenna, television antenna, wires, or other similar projections are allowed in and/or about any part of the buildings and/or common areas.
- l. Residents will be charged for any damage or destruction to any part of the common areas caused by their actions or those of their household members, visitors, or guests.

- m. Except for the tenant association, if present, door-to-door solicitation is not permitted within the apartment community. Residents should notify management whenever solicitors appear at his/her apartment door.
- n. No changes of any kind to the apartment are permitted without the written consent of management. This includes painting, addition of decorations attached to the walls, windows, doors, ceilings or floors, or the temporary or permanent changing of the physical layout or floor plan of the apartment.
- o. No potted plants may be placed on balcony railings or near the edge of balconies. Plants must have a plastic or other type of container underneath to catch water. Please do not allow plants to touch the wood on balconies, as it will cause the wood to rot. No clutter will be permitted.
- p. Patios and balconies must not be used for drying towels and clothing, nor to store boxes, bags of trash, mops, brooms, and other household items. No flammable items, including indoor furniture on patios and balconies, are allowed.

18. BARBECUES:

- a. Barbecuing not permitted at this property.
- b. Barbecues may be used in our barbecue area only.
- c. Please do not use or store barbecues near your front door, stairwell area, patio, or balcony. This is a fire and safety hazard.

19. COMMON AREAS AND GROUNDS:

- a. The common areas and grounds are for the use and enjoyment of all residents. The walkways, corridors, hallways, stairways, courtyards, playgrounds, parking lots, laundry rooms, driveways, garbage areas, carports, garages, recreation centers and lawns are not to be obstructed, encumbered, or used for any purpose other than entering or leaving the apartment premises.
- b. Residents may not linger or congregate in the walkways, hallways, corridors, stairways, property roadway, laundry rooms, driveways, garbage areas, carports, garages, recreation centers or parking areas.
- c. The storage of household or personal items in the common areas, including balconies and patios, is prohibited. Stored and/or abandoned item(s) will be removed from the property with or without notice if the owner is unknown.
- d. Residents must not place, store, or leave bicycles, strollers, toys, wagons, shopping carts, furniture, clothing, brooms, mops, garbage cans, wood, newspapers, or any other items in the site's common areas. Your cooperation is very much appreciated.
- e. Swimming pools of any kind which includes but is not limited to any type of water toy such as slip and slides, twirling water sprinklers, etc., are not allowed anywhere on the property.
- f. If a household leaves items in any common area, management may remove them.
- g. Bicycles, big-wheels, skate boards, roller skates, and other similar items may not be used on sidewalks, parking lots, common area balconies and stairs.
- h. No consumption of alcoholic beverages will be permitted in the common areas at any time. Tailgate parties are not permitted under any circumstances.

- i. Do not litter the grounds or common areas of the property.
- j. Do not destroy, deface, or damage any part of the common areas or property grounds.

20. COMMUNITY ROOM:

Resident acknowledges that the community room is limited to for residents' use. In addition, the Resident acknowledges that use of the Community room must be done in writing and must receive approval in writing by Management pursuant to a fully completed and executed Community Room Agreement and Rules. Community room will be available for residents use during normal business hours. Business hours of operations will be clearly visible to residents.

21. LAUNDRY FACILITIES:

- a. Laundry facilities are available for each resident's use. If the laundry machines are maintained by a commercial laundry company, the commercial laundry company is responsible for the operation and repair of the laundry machines. The name, address, and telephone number of the commercial laundry company is posted in the laundry room.
- b. Instructions for the operation of the machines are posted in the laundry room.
- c. Never leave clothing or personal belongings unattended. Be courteous of the other residents and promptly remove clothing from the machines when operation and use are completed.
- d. Do not dye fabrics, clothing, or belongings in the machines.
- e. All trash, lint, and/or boxes must be properly disposed of in the waste receptacles provided in the laundry facilities.
- f. Use of the laundry facilities is at your own risk. Management is not responsible for:
 - 1. Any loss or damage caused by the operation of the machines; or
 - 2. Missing or stolen clothing or other personal belongings; or
 - 3. Lost monies due to a faulty machine.

Please notify the laundry company at the posted telephone number to report a faulty machine or lost monies.

- g. No type of laundry equipment is allowed to be installed and/or operated in the apartment units unless there are management provided washer/dryer connections.
- h. Business hours of operations will be clearly visible to residents.

22. POOL (If Applicable):

The following rules and regulations have been established for the benefit of all users of the swimming pool to ensure the safe operation of the pool facilities and to provide enjoyable recreation for all. Residents and guests are required to cooperate in observing these rules and regulations and to obey the instructions of the staff. Residents and guests who violate any rule or regulation are subject to the revocation of their swimming privileges.

- a. Swim at your own risk, there is no lifeguard on duty.
- b. All rules and requests made by staff personnel must be followed.
- c. Weather permitting, the pool is open seven (7) days a week. Pool hours are 10:00 a.m. until 8:00 p.m.

- d. Pool users should wear proper swim attire. Clothing such as cut-offs, gym shorts and underwear is not permitted as swimwear. Swimwear should not have been worn for exercising immediately prior to pool use. No street shoes or clothing allowed on decks. The swimming pool and decks must be maintained in a sanitary manner for the protection of bathers.
- e. For public health reasons, standard diapers are not allowed to be worn in the pool. People who are not toilet trained and adults who are incontinent who wish to enter any pool must wear a snug fitting disposable swim diaper covered by a snug fitting clean rubber/vinyl/plastic swim diaper cover. If the diaper becomes soiled, this person must leave the pool immediately and may not return until he/she is wearing a clean swim diaper covered by a clean rubber/vinyl/plastic pant.
- f. Food, glass containers, alcoholic beverages, drugs and pets that are not service animals are not permitted in the pool complex. All refuse and waste papers must be deposited in designated receptacles.
- g. No person within the pool grounds shall behave in such a manner as to jeopardize the safety and health of himself/herself and/or others. Such behavior, including abusive or profane language.
- h. Loitering is not permitted on the pool grounds or within any of its facilities.
- i. Running, boisterous or rough play, pushing, acrobatics, dunking, wrestling, splashing, yelling, diving or jumping haphazardly, snapping of towels, improper conduct causing undue disturbances on or about the pool area or any acts that would endanger any resident or guest are prohibited.
- j. Spitting, spouting water, blowing nose, urinating or defecating in the pool is prohibited.
- k. Residents and guests under the influence of alcohol or drugs will not be permitted in the pool complex or surrounding area.
- l. Candy, food or beverages are not allowed except in designated areas provided for eating or drinking. No glass items, chewing gum or smoking is permitted.
- m. Suntan oils may not be used by sunbathers or swimmers. The use of sunscreen is encouraged; however, patrons must shower before re-entering the pool.
- n. Lying on the deck close to the edge of the pool where swimmers may trip over sunbathers is dangerous. Sunbathers must lie or sit at least three (3) feet away from the edge of the pool or in a designated area for such activity.
- o. Diving in water less than nine (9) feet deep, back dives, somersaults, cannon balls from the side of the pool or any other unsafe activities are not permitted.
- p. Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal or request of the staff.
- q. The property and the staff assume no liability for injuries or damages arising from the results of participation unless due to willful or gross negligence on the part of the staff. Due to the strenuous nature of some activities, residents and guests are advised to consult his/her physician concerning fitness to participate. All activities present certain inherent risks and hazards that the resident or guest assumes.

23. LITTERING:

- a. Garbage and refuse must be placed in the trash receptacle provided by management. Large items, such as furniture, that do not fit inside of the trash receptacle should be placed as close to the receptacle enclosure as

possible. Residents who fail to properly dispose of garbage and refuse will be found in violation of the Lease Agreement.

- b. Disposal of cigarette butts and/or other smoking material(s) on apartment property grounds is strictly prohibited.
- c. Disposal on property grounds of such items as candy and/or chewing gum wrappers, and/or soda cans, bottles, or food containers, etc. is strictly prohibited.
- d. Littering of any type is strictly prohibited and will lead to lease violations.

24. WASTE REMOVAL- DUMPSTERS/ENCLOSURES/CHUTES:

- a. Dumpsters are provided for the purpose of trash and garbage disposal. Residents are required to use the containers provided.
- b. No trash or garbage accumulation is permitted in residential apartments.
- c. No discarded trash, garbage, household or personal item are allowed in storage areas, laundry facilities, commons areas, including hallways and stairwells, or anywhere other than designated areas on the property.
- d. All such items must be placed in dumpsters or other designated space or facility provided by the apartment community.
- e. All trash and garbage must be placed in a plastic bag, sealed, and properly placed inside the dumpster or other designated space or facility.
- f. Trash and garbage are not to be placed on top or beside the dumpster(s) or other designated space or facility. Residents are responsible for the proper disposal of his/her trash/garbage.
- g. The dumpster lids or doors must be kept closed at all times.
- h. It is strictly prohibited to:
 - 1. leave discarded furniture, mattresses, box springs, or other personal property on or around the dumpster(s), and/or any common areas, and/or within the property boundaries;
 - 2. place or dump any highly flammable material in the waste container(s), which will or could cause a fire; and
 - 3. dispose of grease, paint, acids, and other hazardous materials in the dumpster(s) and/or sewer system.

NOTE: The Resident(s) is responsible for the proper disposal of hazardous wastes in accordance with the manufacturer's recommendations.

NOTE: WASTE REMOVAL of all unwanted household items and/or personal property is the responsibility of the resident. Should it become necessary for management to remove and/or have removed any waste, including but not limited to, garbage, personal property, hazardous materials, furniture, etc., the incurred charges to do so will be the responsibility of the resident and may result in a Lease violation.

- i. Management reserves the right, where permitted by law, to refuse to collect or accept from the resident any waste products, garbage, refuse, or trash which is not separated and sorted as required by law.
- j. Compliance with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling

of waste products, garbage, refuse, and trash is the responsibility of the resident. Resident shall sort and separate such items into categories as required by law.

- k. Please cut down boxes and place them neatly in the bin so that they may be removed by our garbage service. No large, bulky or rigid objects may go into the bins or trash chutes.
- a. If you drop it, pick it up; if you spill it, clean it up.
- b. Do not use garbage disposal for any materials that are unsuitable, such as potato peels, rice, bones, grease, coffee grounds, etc.
- c. Do not throw loose garbage in trash bins or down garbage chutes. Use of plastic bags is recommended.

25. NO SMOKING:

- a. This is a smoke free housing community. Smoking and the carrying of lighted tobacco or other products and materials that emit smoke or vapor, including marijuana and electronic cigarettes and pipes, shall be prohibited in rental units and common areas located within the buildings, including administrative offices, maintenance shops, hallways and corridors, stairwells, patios, balconies, laundry rooms, storage facilities and common lounges, community rooms, restrooms, and kitchen and dining facilities. Further, smoking and the carrying of lighted smoking materials and products and electronic cigarettes shall be prohibited within 25 feet of building entrances, ventilation systems, and windows.
- b. Residents and their guests or visitors who are found in violation of this policy shall be issued Lease warnings and violations up to and including termination of rental assistance or eviction or both.

26. VEHICLES AND PARKING:

- a. All motorized vehicles parked on the property must comply with the following property policies:
 - 1. All resident's motorized vehicles parked on the property must be registered with the apartment management office. Vehicles not registered with management may be towed at the owner's expense in accordance with state and local law or ordinance.
 - 2. All vehicles are to be maintained with legal license plates, current vehicle registration, approved emission test (where applicable) and insurance as required by state law. Vehicles with expired registrations or inspection tags will be towed at the owner's expense in accordance with state and local law.
 - 3. Any vehicle within the boundaries of the property found to be inoperable or illegal to operate will be towed at the owner's expense in accordance with state or local law. Inoperable condition includes, but is not limited to, one or more flat or missing tires, mechanical problems, i.e. motor will not start, drive train problems, no brakes, or damage from a collision. Illegal to operate includes, but is not limited to, a broken windshield or headlamp, expired registration or emissions approval, or no current or one or more missing license plates.
- b. The storage of any motorized vehicle of any kind on the property is strictly prohibited. Such vehicles will be towed at the owner's expense in accordance with state or local law.
- c. Parking space may be assigned. Assigned parking may not be changed or altered. Vehicles are to be parked in designated parking areas only. Any vehicles not properly parked within designated parking areas will be towed at the owner's expense as allowed by state and local law.

- d. Parking permits must be visible at all times. In addition, parking permits to be placed on the driver's side windshield.
- e. Parking spaces will be assigned only to vehicles whose registered owner is an authorized resident listed on the lease. Non-registered vehicles will not be allowed in the premises. Unauthorized vehicles will be towed away at the owners' expense as allowed by state and local law.
- f. Due to limited parking availability, each household may have one (1) assigned parking space. Allocation of additional parking spaces will be considered based on availability. Management reserves the right to restrict the number of spaces per household.
- g. Guests to use only the designated VISITOR PARKING, if applicable or available. Unauthorized vehicles will be towed away at the owners' expense as allowed by state and local law.
- h. Washing vehicles with water provided by the property is strictly prohibited.
- i. The repair of vehicles on this apartment property, including the changing of oil, is strictly prohibited.
- j. Any vehicle deemed under repair by management will be towed from the property after serving proper notice to the owner. Battery-assisted starting of vehicles and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.
- k. Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) may not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from management. The vehicle will not be allowed to be parked at the property until proof of repair of the fluid leak is provided to management. The resident(s) on Lease will be responsible for any cleaning and/or damages to the parking lot surface. The resident(s) on Lease will reimburse the property for all costs within thirty (30) days of receipt of an invoice for all charges.
- l. Any vehicle parked in a posted or marked "NO PARKING" area will be towed at the owner's expense as allowed by state and local law.
- m. Vehicles with loud mufflers or any other type of noisy mechanical attachment or defect will be removed from the property immediately upon receipt of written notification from management. The vehicle may not be returned to the property until written proof of repairs to correct the problem(s) has been provided to management.
- n. Management is not responsible for the damages, safety or security of your vehicle(s) or your guest's vehicle(s) nor the contents of residents' or guests' vehicles.
- o. The parking or driving of commercial vehicles that are used by residents for work is prohibited within the boundaries of the property. All vehicles weighing more than 4,000 pounds are prohibited within the boundaries of the property except for the temporary use to deliver goods or services to the property and/or residents.
- p. Vehicles may be operated on the driveways and parking lots only. Violations will result in corrective action deemed necessary by management and/or local police agencies. Vehicles in violation will be towed at the owner's expense as allowed by state and local law.
- q. Parking spaces and carports may not be used for storage.
- r. Notice is considered properly served by posting written notice in an obvious location (front, back, or side window) on the vehicle.

- s. For the protection of all residents, the maximum speed limit within the property is 10 M.P.H., unless otherwise posted. All residents, visitors and guests are required to comply with this speed limit. Violation may result in termination of rental assistance or eviction or both.

27. LOCKOUTS:

- a. The Head, Spouse, or Co-head resident on the lease are responsible for providing access to their apartment for all household members. Repeated requests to management staff for access to the apartment by household members may subject the household to lock change service charge, if determined that keys are lost or misplaced.
- b. If a locksmith is required, when management staff is unavailable, the charge to the resident will be no more than the actual cost of the locksmith.

28. MAINTENANCE EMERGENCIES:

- a. Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. The goal is to complete maintenance calls within 24 hours except when special circumstances, such as unavailable parts and/or materials, prevent this.
- b. Maintenance requests will be handled after office hours if they are emergencies. We define EMERGENCIES as situations which present a danger to people or property. These include but are not limited to:
 - fire;
 - no electricity in the entire apartment;
 - broken or non-working exterior access doors, locks, windows;
 - non-working refrigerator, stove or hot water tank;
 - no heat in accordance with state and local laws;
 - no air conditioning in accordance with state and local laws;
 - no water in the entire apartment;
 - toilet not functioning (when only one in an apartment);
 - flooding;
 - broken pipes; or
 - elevator malfunction or out of service, if applicable.

29. SECURITY:

- a. It is NOT permissible to duplicate and/or distribute any keys, security cards, or gate openers for common areas to any non-resident. This will be considered a breach of the building's security. This is for the safety of you, your household, and your neighbors. Permission may be granted under certain conditions, such as with in-home health providers. However, permission must be requested in writing. If a household member has a disability which prevents a written notice, please see the manager. As an accommodation, the manager will write your report. Documentation of need will be required.
- b. Please do not open the door for anyone other than your visitors. If there is an intercom system, do not buzz in anyone who is not your visitor. ***Please be security conscious.***
- c. If there is a Security Gate at the site, all visitors must be met at the gate by the authorized resident who is on the Lease. All guest/visitors must be signed in at the security gate.

30. PEST CONTROL:

Management recognizes the importance of pest control in providing a living environment of health and safety for all residents. All efforts will be taken to provide a healthy and pest-free environment for all residents. If, at any time, there are

pests, management will provide the best possible treatment for the eradication of the pests. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. Failure to prepare or allow access constitutes a health and safety violation for the residents. Residents, who do not comply by adequately preparing for extermination or permitting access to the apartment, will be issued a lease violation. If noncompliance continues beyond one instance, lease enforcement proceedings, including legal action, will commence and continue until compliance is achieved or the noncompliant household has vacated.

- a. As the resident, your responsibility is to:
 1. Immediately notify the management of pest, including, but not limited to, bed bugs, cockroaches, mice, fleas, or other pests, in your apartment;
 2. Follow the resident's responsibilities within the apartment's integrated pest management (IMP) plan; and
 3. help prevent pests infestations by:
 - keeping your apartment clean and clear of clutter, including the proper disposal of trash and refuse;
 - inspecting all furniture brought into your apartment, especially used furniture; and
 - disallowing abandoned furniture to be brought into your apartment.
- b. All applicants, prior to move in and all residents are required to sign the "Resident Acknowledgment of Bed Bug Requirements". To avoid and address the very serious problem of infestations, including, but not limited to, bed bug infestations, furniture and belongings infested with pests will not be brought into or moved within this property. Many pests, including bed bugs, cannot be eliminated by professional extermination alone. Should a pest problem be identified, management will contract for extermination and will institute several steps that must be taken immediately by all residents in this community when notified by management.
- c. Failure to comply after written notification by management with the requirements for pest control eradication is considered a violation of these The Resident Rules and Regulations (house rules) and a Lease violation which may lead to termination of your Lease.
- d. The Landlord shall provide residents with a proper notice of the date of pest control service and shall instruct residents in the proper preparation of apartments for service.
- e. The resident shall allow Landlord and Landlord's pest control agent to enter the apartment for purposes of service when properly notified.
- f. The resident agrees to prepare the apartment as follows:
 - a. Remove all dishes and food from the kitchen cabinet; throw away open food boxes and/or containers that are insect infested; and
 - b. Remove all grease cans, cleaning materials, rags, etc., from below kitchen bathroom sinks.
- g. Failure to grant access to the apartment for purposes of service, or to prepare the apartment for service, will result in the resident being charged the actual dollar amount for damages sustained to the habitability of the building (costs of re-scheduling and spraying the resident's apartment to eliminate vermin infestation in the building). This damage charge must be paid within thirty (30) days pursuant to paragraph 14 of the lease.
- h. Failure to pay the damage charge and make the apartment available for service may result in management commencing legal action. For your own health and safety, as well as that of your neighbors, we urge you to cooperate fully with our pest control policy.
- i. Pests hide in stored boxes, newspapers, paper bags, etc. Please dispose of these items as soon as possible.

31. BED BUGS:

Resident acknowledges that it is necessary for Resident to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises, to the fullest extent permitted by law.

Resident has an affirmative obligation to report any problems, or suspected problems related to bedbugs. Resident shall report problems immediately to the manager, or other Owner/Agent staff.

Resident shall cooperate with pest control efforts. If infestation of Resident's Apartment (or a neighbor's apartment) is reported, a pest management professional will be called in for an evaluation and treatment as necessary. If an infestation is reported promptly, Owner will pay for the cost of evaluation and initial treatment. All bed bug infestation thereafter will be at the expenses of the head of household/ Resident of designated unit.

Resident agrees and understands that failure to report and/ or follow the professional pest control company's instructions may be cause for termination of the tenancy.

32. CONDUCTING INCIDENTAL BUSINESS:

- a. Any resident wishing to start a business out of their apartment must have written management approval before starting. Incidental business, such as computer work, limited babysitting, etc., will be allowed in your apartment under the following conditions:
 - 1. any and all zoning regulations must be adhered to;
 - 2. any and all required licenses and fees must be paid and kept up to date; and
 - 3. any and all advertising signage is banned from doors and/or windows

- b. Business is allowed to be operated only by the person or persons living in that apartment.

- c. Business must not emit noise, vibration, smoke, dust or any other particulate or odorous matter, heat, humidity, glare, or any other effect that unreasonably interferes with the peaceful and quiet enjoyment of the other residents.

- d. The following types of businesses are prohibited from being operated within residential units:
 - 1. any repair of motorized vehicles, including the painting or repair of automobiles, trucks trailers, boats or lawn equipment;
 - 2. animal hospital, kennels, stables or bird keeping facilities;
 - 3. barber shops or beauty parlors;
 - 4. dancing schools;
 - 5. restaurants or any other catering /food preparation business;
 - 6. massage establishments;
 - 7. funeral chapels or homes, crematoria, mausoleums;
 - 8. medical or dental clinics;
 - 9. any facility where products are manufactured, produced or assembled when the home occupation license is not for the retail sale of such products;
 - 10. public places of amusement, such as theaters or video arcades;
 - 11. the commercial sale of firearms or ammunition;
 - 12. warehousing, welding or machine shops;
 - 13. construction business or landscaping business that include the storage of goods and materials to be utilized in the operation of such business; and

- 14. fortune-telling or art of astrology or related practices.
- e. No nuisance producing activity shall be permitted as a home occupation.
- f. No home occupation shall be permitted to conduct any business of adult entertainment.
- g. The amount of traffic (both foot and motor vehicle), and the use of parking on the property that is associated with the business will be closely monitored by the tenant.
- h. The hours worked in the incidental business will be performed when the rights or comfort of the neighbors is not disturbed.
- i. Income is reported in accordance to HUD Requirements and Regulations.

33. UTILITIES:

- a. It is the responsibility of the resident(s) to promptly notify management of all water leaks (faucets, running toilets, etc.), excessive moisture, or standing water, all of which can cause the growth of mold.

NOTE: Remove moisture accumulation. Promptly remove any visible moisture accumulation in your unit, including moisture on walls, windows, windowsills, floors, ceilings, closets, storage areas, and bathroom fixtures. Mop up any spills and thoroughly dry affected area as soon as possible. Use exhaust fans in kitchen and bathrooms when necessary. Keep climate and moisture in your unit at reasonable levels.
- b. Foreign objects are not allowed in a sink drain, water closet or tank, and/or sewer system. Resident will be charged the cost of repairs to the system if found in violation of this rule.
- c. The resident will maintain all utility accounts current for which s/he is responsible for payment for the entire time of possession of his/her apartment. Failure of the resident(s) to maintain the utility accounts current for which he/she is responsible is a violation of the Lease and is grounds for immediate termination of rental assistance.
- d. Residents will maintain a minimum ambient temperature of 55 degrees Fahrenheit inside apartments to prevent physical damage to the property and plumbing system during cold weather.

34. DISPOSAL OF POSSESSION LEFT IN UNIT:

After repeated attempts to notify the resident, if there is no response after _____ days from the final notification, the property will dispose of the contents remaining in the unit in accordance with state and local law.

35. GRIEVANCE AND APPEAL PROCEDURE:

- a. Residents should be aware of the applicability of the HUD Resident Grievance and Appeal Procedures as outlined in the HUD 4350.3 as well as those contained in Section 504 of the Rehabilitation Act.
- b. Written notification will be provided to resident for lease violation or eviction.
- c. Resident will have 10 days to request in writing, or an equally effective method of communication, a meeting to discuss the lease violation or eviction.
- d. Resident will be allowed to have a representative to participate in an informal meeting.
- e. Written determination will be provided to the resident.

NOTE: Persons with disabilities have the right to request Reasonable Accommodations to participate in the informal hearing process.

NOTE: Resident response, including appeals, to the written notification of Lease violation does not preclude residents from exercising other avenues available if the resident believes that s/he is being discriminated against on the basis of race, color, religion, sex, national origin, familial status, or disability.

36. VIOLENCE AGAINST WOMEN AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT (VAWA):

- a. The VAWA protections apply to families applying for or receiving project-based Section 8 rental subsidy.
- b. The law protects victims of domestic violence, dating violence, sexual assault or stalking, as well as immediate family members from being evicted or denied housing assistance if an incident of violence that is reported is confirmed.
- c. Under the law, the Landlord may bifurcate a lease in order to evict, remove, or terminate assistance of the offender while still allowing the victim (male or female), who is a resident or lawful occupant, to remain in the unit. Whether or not the individual is a signatory to the lease and lawful resident, if he/she engages in a criminal act of physical violence against family members or others, he/she may be evicted or removed.
- d. The VAWA notwithstanding, a victim and other household members may be evicted, if the Landlord can show an actual or imminent threat to other residents, property staff members, or those who provide service at the property.
- e. The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault or stalking.
- f. All reports of domestic violence, dating violence, sexual assault or stalking will be kept confidential and will not be part of the household file. A separate file will be stored in a secured location.
- g. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse, and that the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the Violence Against Women Reauthorization Act of 2013. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.
- h. Within the next year, at the time of each Annual Recertification, all residents will be given VAWA Form HUD-5380, *Notice of Occupancy Rights under the VAWA*, and the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, VAWA Form HUD-5382, to inform residents of their rights under this law. In addition, all individuals denied residency at the property, all individuals admitted to the property, and any current resident notified of an eviction or termination of assistance, will be given these two documents. If you would like a copy of these two documents, please feel free to ask for copies at the property office. In addition, for more information on VAWA 2013, please feel free to read the expansive protections as laid out in the property's Tenant Selection Plan, or HUD's VAWA regulations, both available at the property office. If you or a member of your household feel that you fall under VAWA 2013's definition of "victim" of a VAWA-related crime, please seek immediate help from the site staff.
- i. All adult household members over 18 to sign the VAWA lease addendum.
- j. Please see the manager if you need assistance.

The house rules are reviewed annually and are subject to change. Residents will be notified of any modifications to the House Rules 30 days before they become effective. All residents will be given the opportunity to accept the changes in writing. If a resident chooses to reject any House Rule changes, s/he will be required to move out of the property within 60 days.

I/We have read the Resident Rules and Regulations and understand they are an Attachment to the Lease. Any questions that I/we may have had have been answered by management. I/We fully understand all of the Resident Rules and Regulations and agree to completely abide by them. I / We understand that failure to comply with the Resident Rules and Regulations, an Attachment to the Lease, is a violation of the Lease and is grounds for my / our rental assistance to be terminated and/or my/our Lease to be terminated or both.

_____	_____
Resident Signature	Date Signed
_____	_____
Resident Signature	Date Signed
_____	_____
Resident Signature	Date Signed
_____	_____
Resident Signature	Date Signed
_____	_____
Resident Signature	Date Signed
_____	_____
Property Manager	Date Signed