



The Villas at Eastwood
HOUSE RULES

DATE REVISED: 07/02/2021



ALLIED ORION GROUP



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I. HOUSE RULES - GENERAL INFORMATION

The Villas of Eastwood carries with it a pride of belonging to an active community. Every effort has been made and will continue to be made to make your home pleasant and comfortable. In exchange for rental payments, each resident is entitled to the use and enjoyment of their apartment in a peaceful, quiet, and private environment. Your support and cooperation as a resident are of the utmost importance. The observance of these policies will help maintain our high standards of living. The policies are not meant to infringe on the rights of anyone resident, but rather to protect the rights of all residents, the owners, and the community as a whole. The owner reserves the right to amend these house rules at any time with reasonable notice to the residents.

- The management office phone number is: (832) 481-6670
- The management fax number is: (832) 520-2812
- The property email address is: eastwood@allied-orion.com
- The property website is: www.villasateastwood.com

Routine problems should be reported to the office during business hours. In case of emergencies and suspicious activity, call 911.

The following House Rules are an attachment to the Lease and have become a legal part of the Lease. The rules were designed to ensure that residents are allowed to enjoy their home in peace and quiet comfort. These rules apply to all residents, their guests, and their service providers as appropriate.

Resident(s) (hereinafter (jointly) called "Resident"), members of resident's household, guests, visitors, and service providers engaged by the resident shall obey and comply with all laws and city ordinances, the owner and property staff.

If a provision of this agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these House Rules and shall not affect the validity or enforceability in other jurisdictions of that or any other provision of these House Rules.

Please contact the property management staff if you need help understanding this document.

Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento. (Spanish)

Por favor contate o escritório de gerência se deve ajudar entendimento este documento. (Portuguese)

Souple kontakte Biwo jesyon a si w bezwen èd pou konprann dokiman sa a. (Haitian Creole)

Vui lòng liên hệ với nhân viên quản lý chỗ nghỉ nếu quý khách cần trợ giúp để hiểu rõ tài liệu này. (Vietnamese)

Пожалуйста, свяжитесь с персоналом управления недвижимостью, если вам нужна помощь в понимании этого документа. (Russian)

如果您需要了解本文件的帮助, 请联系物业管理人。 (Chinese)

このドキュメントの理解に関するサポートが必要な場合は、プロパティ管理スタッフにお問い合わせください。 (Japanese)

دنتسم لاذه مهف يف ددع اسم ىلإ ةجاحب تنك اذا راقع لاداد اى قىرفب لاصتال اى جري (Arabic)





II. COMMUNITY STANDARDS OF CONDUCT

The owner and property staff strive to maintain a pleasant, safe and comfortable environment for residents. In consideration of this, all residents and their visitors will refrain from any conduct that would conflict with the rights of other residents to the peaceful enjoyment of the premises.

Residents and their guests/service providers are expected to dress appropriately outside of individual apartments, including the management office, hallways, laundry rooms, lobbies, community rooms, playgrounds, and other common areas.

The owner and property staff reserve the right to refuse to conduct business with anyone who is verbally abusive, swears, is disrespectful, makes threats, uses discriminatory language, appears to be intoxicated or under the influence of alcohol or drugs.

Residents named on the Lease are responsible for the actions and conduct of household members, guest(s), visitor(s), and service provider(s) hired by the resident while in the apartment and/or on the property.

Residents understand and acknowledge that surveillance cameras may be installed throughout the property. Cameras may be present in the management office, in common areas, and in other locations throughout the property. Any communication, including but not limited to calls/texts/emails made to the management office or to property staff devices, may be monitored and recorded.

III. RENT & OTHER PAYMENTS

- **RENT**

Rent is due on or before the first (1st) day of the month, and a late fee of 10% of the monthly rent will be assessed after the 5th day of the month. These late fees will be assessed in accordance with the terms of the Lease.

Payments may be submitted at the management office during regular business hours or put in the management office's drop box at any time. Payment methods include a personal check, a cashier's check, bank check, automatic draft, or money order. Cash is not accepted. Online rent payment options are available as well; please inquire with the site staff.

A \$35.00 fee is assessed for each check returned by your bank for any reason. However, after your second returned check, your checks will no longer be accepted for rent payment. You will be required to make future payments by cashier's check or money order.

Payments made for rent will be applied to rent first, beginning with the oldest rent balance due. All other payments received will be applied to the oldest balance due.

Other payments due on the first (1st) day of the month include any cable, maintenance, air conditioning, excess utility, repayment agreement installments, and any past due charges that may be applicable to the community.





Late payments of rent can result in termination of the Lease and eviction. You should always contact management if your rent payment is going to be late.

- **SECURITY DEPOSITS**

A security deposit is required for all new residents whose occupancy begins upon execution of the lease agreement. The required security deposit will equal the resident's total tenant payment, with the minimum-security deposit of \$150.00 (1) Bedroom, \$200 (2) Bedroom.

- **NON-WAIVER RIGHTS AND CLAIMS**

After the owner gives notice of termination of the Lease, notice to vacate, or files a suit for forcible entry and detainer, the owner may still accept rent or other sums due without waiving or diminishing the owner's statutory or contractual rights to evict resident, terminate the Lease and/or pursue other legal remedies. Acceptance of monies at any time will not waive owner's right to seek past or future rents or other payments, damages, or sums due.

IV. HEALTH AND SAFETY

- **SMOKE FREE HOUSING POLICY (25ft from any building)**

Smoking of any kind is NOT allowed in and around the Common Areas of The Property, or in any outdoor areas, including any "Private Outdoor Spaces," or in any other area designated by management.

Residents may not smoke in their Designated Unit and are designated as "smoke-free. Smoking may be a basis for eviction.

- **PORTABLE OXYGEN TANKS**

When a portable oxygen tank is in use, the resident agrees to become familiar with and comply with all safety precautions associated with portable oxygen.

If a portable oxygen tank is in use, the resident must keep the tank at least fifteen (15) feet from any designated smoking area and/or fifteen (15) feet from where smoking is occurring. This rule also applies to proximity to other open flames, such as barbecue grills. Because of the extreme risk to other residents, unsafe use of portable oxygen tanks and other such devices is considered a material lease violation. Oxygen must not be stored outside the designated unit or in any common area. Residents must inform management if oxygen tanks are used in the designated unit in order to comply with local fire codes.

- **BARBECUE GRILLS**

The storage or use of barbecue pits, hibachis or any other outside cooking appliances is prohibited on balconies, porches, storage closets or inside any building. Such items must be kept at least 10 feet from any combustible wall or structure at all times. Residents who fail to comply with these regulations will be responsible for any fines assessed as a result of the non-compliance.





- **FIRE SAFETY INFORMATION**

Fires are a serious problem in any apartment community. Though the damage is usually confined to property loss and damage, the loss of personal items can be quite an emotional experience. Most often started through carelessness with cooking, matches, cigarettes, and candles, many fires can be avoided by using caution and common sense. If a fire is started due to carelessness on the part of the resident and/or occupants and guests, the resident will be financially responsible for repairing the unit. At its discretion, the owner may cap the resident liability at the amount of the insurance deductible.

FIRE PREVENTION TIPS:

- Cooking grease should be completely cool and placed in a metal can before disposing of it in a trash receptacle.
- Do not burn candles in your unit. This is not only dangerous but also a lease violation.
- Do not allow young children to operate the stove.
- Properly supervise children and ensure they do not have access to matches and cigarette lighters.

- **FREEZING WEATHER**

In the event of severe, freezing weather, management will make every attempt to post or distribute FREEZE ALERT signs. Residents should take the following precautions when there is the potential for freezing weather:

- Drip both the HOT and Cold-water faucets in the apartment until the FREEZE ALERT signs are removed.
- Set the thermostat to 65° minimum.
- Open closet and cabinet doors to keep plumbing fixtures and plumbing pipes in exterior walls from freezing.

In the case of an extended absence from the apartment, leave the thermostat on 65° minimum. These precautions are essential in order to avoid water damage to the apartment from broken pipes. If the resident fails to take these precautions, financial liability for damages may be assessed to the resident.

- **SUSPICIOUS ACTIVITY**

Every resident has a responsibility to report any suspicious behavior to the manager. Never attempt to apprehend a person committing a crime. Criminal activity should be reported to the local police department.

IN CASE OF EMERGENCY, CALL 911.

- **DRUG-FREE ENVIRONMENT**

Residents and any covered person (meaning any member of the household, a guest, or other person under the resident's control) shall not engage in drug-related criminal activity on the grounds, in the apartments, the apartment building, or property common areas. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use of a controlled





substance, or the possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in Section 102 of the Controlled Substance Act-21 U.S.C.K. 802). This provision includes medical marijuana as a prohibited controlled substance.

- **BULLYING, HARASSMENT AND STALKING**

The owner is determined to help create an environment that is safe and life-affirming for all residents and staff. Acts of bullying, harassment, and intimidation are an attack on the right to the safety and respect that each individual on this property is entitled to. Residents should promptly report in writing any incident of harassment to management. Management will promptly report and investigate all incidents of bullying and harassment. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with work performance for management employees, vendors, or invitees, or which creates a similar hostile living environment for residents. Management emphasizes that residents are not required to complain first to the on-site management if management's employees are the persons committing the harassment. Residents may contact the management's main office to report any incidents of harassment.

The owner defines bullying as any severe, pervasive, or persistent act or conduct whether physical, electronic, or verbal that:

- May be based on actual or perceived race, color, ethnicity, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, intellectual ability, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim, place of residence or business, or any other distinguishing characteristic, or on a person's association with a group or any person with one or more of the actual or perceived foregoing characteristics; and
 - Can reasonably be predicted to:
 - Place the person in reasonable fear of physical harm to their person or property;
 - Cause a substantial detrimental effect on the person's physical or mental health;
 - Prevents peaceful enjoyment of the property;
 - Substantially interferes with any student's academic performance or attendance; or
 - Substantially interferes with the person's ability to participate in or benefit from the services, activities, or privileges provided by an agency, educational institution, or grantee.

Bullying is not tolerated and, after investigation, may result in penalties up to and including termination of assistance or termination of tenancy.



V. YOUR APARTMENT

- **TRANSFER POLICY**

The owner nor the management cannot guarantee that your neighbor will be acceptable to you. If at any time you wish to transfer to a different apartment, you may do so at your own expense and within the transfer policy of the community as stated in the Resident Selection Criteria. A new security deposit will be required. After the transfer is complete, the original security deposit will be refunded, minus any charges for damages, cleaning, etc.

- **INSURANCE**

The owner is not responsible for damage or loss of any personal property belonging to the resident. Residents are strongly encouraged to purchase renter's insurance for personal belongings and household effects. The owner's insurance policy does not provide this protection.

- **SMOKE DETECTORS**

All apartments are equipped with at least one smoke detector, which was tested at move-in. After move-in, it is the responsibility of the resident to check the smoke detector periodically. If it needs to be repaired or replaced, please contact the management office. The smoke alarms in your apartment must be operable at all times.

Batteries must NOT be removed from the smoke detectors NOR should the smoke detectors be removed from the ceiling. If it is determined that the smoke detector has been tampered with or removed, the resident will be financially accountable for the replacement or the repair of the smoke detector(s). Removal of the smoke detectors or the batteries is a violation of your lease agreement and could result in a notice to vacate or lease termination.

Disabling a smoke detector puts other residents at risk, is considered a material lease violation, and is a city ordinance violation.

- **DOORS**

Doors of apartments must be locked during a resident's absence. Residents should always carry apartment keys while away from the unit. Management will not be responsible for articles missing from the apartment.

Residents are not permitted to have their locks on any doors (inside or outside). Door locks installed on bedroom or bathroom doors that lock from the outside of the room are NOT ALLOWED. This is a safety hazard. Installation of additional locks or security devices must be approved in advance by the management and must be installed by a property maintenance staff member. Property staff must be able to gain access for routine maintenance, inspection purposes, and in the event of any emergency.

Under no circumstances shall a resident tamper with or prop open any door to a common area, management office, community room, etc. This includes all entry doors at all high-rise apartment complexes.





- **WINDOWS**

All windows are to be kept uniform on the exterior. Do not place aluminum foil, sheets, or other materials over windows. Screens when provided are to remain attached and not removed for any reason.

- **SANITARY CONDITIONS**

Your apartment must be kept clean, sanitary, and free from objectionable odors. No trash or other materials are allowed to accumulate which would prove hazardous or pose a health risk.

- **LOCK CHANGES**

Any resident-requested lock changes must be paid for by the resident in accordance with the owner's approved list of charges. Lock changes will be assessed and approved by Management Prior to change. Lock changes with respect to VAWA (Violence Against Women Act) will strictly adhere to state law regarding lock changes for protected tenants. Management will not charge the resident for any locks changed in relation to adherence to state law regarding the VAWA act.

- **LOCK OUTS**

During business hours and up to 9 pm, there will not be a service charge to gain entry to your unit. However, if a lock change is required, the resident will be charged the cost of the lock change. There is a lockout fee for requests after hours, including weekends and holidays (refer to the owner's approved list of charges). Doors will not be unlocked for any person not listed on the Lease. Proper identification must be provided at the time of emergency response. Any damage to your doors and windows caused by efforts to gain entry to your apartment will be subject to damage fees and possible lease termination.

- **KEYS**

Only residents on the lease agreement are allowed to possess keys to the designated unit or designated areas within the property. One set of keys will be issued to each resident 18 years of age or older. Management may issue a second key/key card for caregivers or relatives upon the written request of residents. Additional keys may be charged to the resident at cost, and management reserves the right to deny a request for additional keys.

Upon termination of the Lease, the resident agrees to return all keys to management. Management may charge the resident the replacement cost for each key not returned. In addition, management reserves the right to change a lock at resident's expense if all keys are not returned. Key replacement will be assessed at the actual cost for each key/key card.

MAIL/MAIL KEYS

Lost or stolen keys can be replaced at the cost of \$7.50 per key/mailbox key. FOBs can be replaced at the cost of \$40.00. Management will not be responsible for any package delivered to the premises for a resident.

- **APPLIANCES**

All units are equipped with a refrigerator/freezer and stove/oven. Depending on the unit, additional appliances may be included and will be notated accordingly on the move-in inspection form. All appliances must be kept clean and only be used as they are intended to be





used. For example, ovens are not to be used as heaters or storage areas.

No owner-provided equipment and/or appliances may be replaced, moved, or removed from the apartment. All provided equipment and appliances must be permanently retained in the original location.

Appliances may not be installed or stored on patios, balconies or other areas intended for the private use of the resident.

Residents are not permitted to repair any major appliance belonging to the owner. If an owner-supplied appliance is not working properly, the resident should notify the property management office.

If a resident attempt to repair an appliance and such attempts damage the appliance, the resident will be charged for repair or replacement of the appliance. Such charges must be paid within thirty (30) days of notice.

- **RESIDENT-OWNED APPLIANCES**

If a resident wishes to add an additional appliance, the resident must receive written approval from management before installing. Window unit air conditioners are not allowed in units with central air conditioning.

All resident-owned appliances must be in good working condition and authorized for use by management. Appliances must not pose any safety or fire hazard and must not cause any violations to physical inspection protocols. Appliance connections must be conducted by a member of the property maintenance team. Ice makers must be approved and connected by appropriate maintenance personnel.

Each room in your unit must have two means of escape in the event of a fire. The maintenance staff is not responsible for performing repairs or maintenance on any resident-owned appliances.

- **PORCHES**

Residents with inappropriate items on their porch or patio will receive a written warning to remove the items. Residents will have 72 hours after the warning has been provided to remove any items that the management staff deems as a violation of the policy. If the items are not removed in accordance with the warning notice, maintenance staff will remove and dispose of them.

If management staff observes items that pose an immediate risk to health and safety, residents will have 24 hours after the warning has been provided to remove the dangerous items. If the items are not removed in accordance with the warning notice, maintenance staff will remove and dispose of them.

Bicycles can be stored ONLY if storage does not cause obstruction to windows or doors or on the bike racks. Bicycles must be in good working condition. Rusted, broken or otherwise inoperable bicycles must be removed and disposed of by resident.





No shopping carts are to be stored or left on property or in units unless your manager has a designated area for storage of shopping carts.

- **MOTORIZED WHEELCHAIRS/SCOOTERS**

Residents must operate wheelchairs and scooters in a manner and at a speed not to endanger others who are walking or standing in the common areas of the property. They must be stored inside the resident's apartment at all times and not in hallways, breezeways, etc. The resident will be responsible for any damages to common property or persons as a result of negligence or their inability to operate their motorized wheelchairs or scooters properly.

- **ALTERATIONS TO THE INTERIOR AND EXTERIOR**

Residents are not to make repairs or alterations or install any equipment to the interior or exterior of the unit without the prior consent from management.

Only those items that are freestanding and not attached may be used, such as freestanding shelves, lamps and other items which do not damage the walls or other surfaces. Please use the following guidelines when decorating your home:

- All window coverings are provided by owner and must be kept in use as intended. When viewed from the outside, all windows must show white or light background.
- Holiday decorations are allowed but must be removed no later than two weeks after the holiday. Spray snow on windows or door screens is not permitted.
- Residents are responsible for any damages caused by their waterbeds.

- **EXTERMINATION / PEST CONTROL**

All apartments receive monthly routine pest control services. Any pest related emergencies should be reported to management. Extermination will be scheduled for the next available date. The exterminator will require the resident's full cooperation to be effective. If this service is refused, the resident will be in violation of the Lease, and subject to a trip fee. Residents will be charged an additional fee if infestation is due to poor housekeeping and more than the monthly trip is required.

- **BED BUGS**

Resident hereby agrees to prevent and control possible bed bug infestation in the apartment by adhering to the following list of responsibilities:

- Housekeeping. Resident shall properly maintain sanitation upkeep, clutter reduction, and trash removal from the apartment.
- Used Furniture. Resident shall avoid bringing used or discarded bed frames, mattresses, box springs, or upholstered furniture into the apartment.
- Duty to Report. Resident shall report any problems with or sightings of bed bugs immediately to the Housing Manager. Even a few bed bugs can rapidly multiply to create a major infestation that can spread to other units. After receiving a report of bed bugs, the Housing Manager will respond promptly.
- Access for Inspection. Resident shall allow management and pest control agent's access to the apartment at reasonable times to inspect for and/or treat bed bugs.





- **Mandatory Cooperation.** Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested management will contact a pest management professional to inspect and eradicate the problem.
- **Bed Bug Treatment.** In the event of a bed bug issue, resident agrees to execute and adhere to the "Bed Bug Treatment Agreement" provided at move-in.

As long as residents notify the property staff in a timely manner and as long as residents fully and properly participate in all eradication procedures, cost of treatment is the responsibility of the owner. However, cost to replace any items that must be discarded and cost to clean personal items will be the responsibility of the resident.

Failure to notify management and failure to fully and properly participate in the eradication process is grounds for immediate termination of tenancy. For more information, please refer to the owner's Bed Bug Policy provided at move-in.

- **MOLD**

To minimize the occurrence and growth of mold in the apartment, the resident hereby agrees to the following:

- **Moisture Accumulation.** Resident shall: remove any visible moisture accumulation in or on the apartment, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in the kitchen and bathroom when necessary; and keep climate and moisture in the apartment at reasonable levels.
- **Notification Requirements.** Resident shall promptly notify management in writing of the presence of any of the following conditions:
 - A water leak, excessive moisture, or standing water inside the apartment;
 - A water leak, excessive moisture, or standing water in any common area of the development;
 - Mold or mildew growth in or on the apartment that persists after resident has tried several times to remove it with household cleaning solutions, such as disinfectants, mildew remover, or a combination of water and bleach;
 - A malfunction in any part of the heating, air-conditioning, or ventilation system in the apartment.

- **UNIT INSPECTIONS**

Management may conduct a unit inspection for any of the following reasons:

- Housekeeping Unit condition
- Suspected lease violation
- Preventive maintenance
- Routine maintenance
- There is reasonable cause to believe an emergency exists
- Required HQS inspection - (scheduled every two years and as required for all voucher recipients).





- UPCS inspections will be performed annually to ensure the unit is maintained in decent, safe, and sanitary conditions in compliance with state housing agency requirements if applicable.
- Inspections by governmental agencies or ownership/syndication partners to include state monitoring agencies, financial institutions, and syndicators.

Housekeeping inspections will be conducted on an annual basis. If the unit inspection results in discovery that the apartment is not maintained in a decent, safe, and sanitary manner, the resident will be issued a lease violation. A re-inspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the Lease and may result in termination of tenancy.

Management will provide notification in writing at least 48 hours in advance of any inspection. Residents are not required to be present for unit inspections. If it is determined by management that needed repairs went unreported by the resident and/or were caused by the resident's household and/or guests, the resident will be financially responsible for such repairs and lease violations may be issued.

- **MAINTENANCE**

It is the responsibility of each resident to promptly report any maintenance problem. Charges for damages resulting from unreported maintenance problems will be assessed.

All maintenance requests must be called in to the Management office. Maintenance personnel are not allowed to accept verbal requests.

Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8:00 am and 5:00 pm, Monday through Friday, excluding holidays.

Residents should report any malfunctions or maintenance requests promptly so that increased repair costs and damage to the residents and/or owner's property can be avoided.

When applicable, due to resident damages service charges for parts and labor will be billed to the resident.

The resident must allow maintenance staff access to the unit to make repairs. The owner shall have the right to temporarily and without notice turn off equipment and/or interrupt utilities to avoid damage to property or to perform repairs or routine maintenance.

- **MAINTENANCE EMERGENCIES**

Calls received after hours, weekends, and holidays will be answered by an answering service and can be reached by dialing the office phone number. The answering service will contact the on-duty maintenance staff, who will either call or come to the dwelling to determine the appropriate course of action. Maintenance personnel is available for maintenance emergencies 24-7, including weekends and holidays.





When conditions in the unit are hazardous to life, health or safety, the owner will make repairs or otherwise abate the situation within 24 hours. Defects dangerous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit
 - Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
 - Natural or LP gas or fuel oil leaks
 - Any electrical problem or condition that could result in shock or fire
 - Absence of a working heating system when the outside temperature is below 50 degrees Fahrenheit.
 - Absence of a working central cooling system.
 - Utilities not in service due to no fault of the resident, including no running hot water
 - Inoperable smoke detectors
 - Exterior door, window or lock broken and unable to secure apartment
 - Inoperable toilet (does not apply if second toilet is available)
 - Inoperable refrigerator
- **SINKS AND DRAINS**
The resident must contact maintenance if a sink or toilet is overflowing or if a clog cannot be cleared with simple plunging. Residents may not dispose of paint or other chemicals, diapers, baby wipes, sanitary napkins, paper towels, Q-tips, cigarette butts, grease, or hair in the toilet. This will cause a clog and possible overflow. Resident shall not use drain cleaners of any kind, other than common household bleach. Resident-caused toilet stoppages will incur a maintenance charge in accordance with the owner's approved list of charges.
 - **SHOWER CURTAINS**
A shower curtain must be used inside the tub while showering. Water on the floor can damage tile, carpet, as well as the downstairs apartment. Residents are responsible for any damages caused by failure to properly use a shower curtain

VI. YOUR COMMUNITY

- **COMMUNITY ROOMS**
The primary use of the community room is for Residents and Residents' Guests. Guests must be accompanied by a Resident and under the supervision of a Resident at all times.

Management will collect a refundable room and cleaning deposit for the use of the community room. Any Resident or group who has used the community room must clean the community room and put into a neat and tidy condition following the use by the resident.
- **NOISE**
The resident must not make or permit any noise or amplified sound that may be disruptive to neighbors and/or the community. Noise that could be considered disturbing includes, but is not limited to, incessant barking, loud music, use of power tools, cars or motorcycles with





excessively loud engines, fireworks or explosives, loud parties, and shouting. Residents must conduct themselves in such a way as to ensure the quiet and peaceful enjoyment of the residence at all times.

- **TRASH/TRASH CHUTES/DUMPSTERS**

Management will not allow any accumulated trash or other material that will create a hazard or that will be in violation of any health, fire or safety ordinance. No trash or garbage accumulation is allowed in the apartment. No discarded trash, garbage, and/or household or personal item(s) is allowed in storage areas, patios/balconies, laundry facilities, common areas, or anywhere on the property and must be placed inside dumpsters provided by the apartment property.

Do not put large items such as old furniture, appliances, mattresses, etc. In or near the dumpster. The disposal company will not pick up these items. You are responsible for hauling to the dump those items too large to fit in the trash dumpsters. Under certain circumstances, the owner may provide hauling of large items; however, you must obtain permission from management before placing large items out for pick-up.

If a recycling program exists at the community, the resident is responsible for placing items that can be recycled in the appropriate recycling bins.

The placing or dumping of any highly flammable material in the waste container(s)/trash chute, which may cause a fire in the dumpster, is strictly prohibited.

Grease, paint, acids, and other problem materials may not be disposed of in the trash chute/dumpster.

If the resident fails to properly dispose of any item, the cost for the removal will be charged to the resident. This includes hazardous waste, medical waste, paint, chemicals, old furniture, mattresses, box springs or other personal property.

- **SOLICITATION / SALES**

For reasons of both security and respect for privacy, solicitations and sales are prohibited. Residents, guests, and vendors are not permitted from distributing advertisements, solicitations, invitations or other like materials on or under residents' doors. Some exceptions may apply if authorized by property management (example: Google Fiber service sign up). Garage and yard sales are prohibited unless approved by the property staff.

- **HOME-BASED BUSINESSES**

No business or business activity shall be carried out in the unit at any time.

A home-based business is defined as an income earned activity that is engaged in as more than a hobby and where no off-site space is leased, rented, or used as the majority location for the conduct of the business.

Daycare, either for children or adults is not permitted. Daycare requires special licensing





and monitoring would create an undue burden on the owner/agent and/or property staff. Occasional "sitting" is allowed but must conform to the guest/visitor policies.

- **HALLWAYS/STAIRS**

Residents will be required to keep hallways and stairwells clean and free of mops, grocery baskets, furniture, etc. No articles that would in any way constitute a fire or safety hazard may be stored in these areas.

No sidewalks, parking areas, driveways or any other public entrance shall be obstructed or used for children's play or loitering by residents, members of his/her family, his/her guest, or other persons connected with the occupancy of the leased premises.

- **COMMON AREAS**

All common areas, such as the laundry centers, entryways, parking lots, etc. Are subject to all rules, policies, and regulations that the management may deem necessary from time to time for the betterment and safety of all living in the community. All such rules, policies, and regulations are to be complied with in their entirety.

- Proper attire is required.
- No alcohol or open containers permitted.
- Smoking is allowed only in the vicinity of you unit designated areas, whether inside or out, and in accordance with all local, state or federal restrictions.
- Management desires to maintain the lawns in an attractive condition; therefore, the use of the lawns for play or as footpaths is strictly prohibited.
- Planting by any resident must have written authorization from management.
- Bicycles and/or skateboards may be ridden on the perimeters of the property only.

- **LAUNDRY FACILITIES - OPEN/CLOSE 8:00 am to 8:00 pm**

The laundry center(s) is provided for your convenience. Please help us keep the laundry facilities clean by wiping up spills, disposing of all trash and wiping out machines after use.

The laundry equipment, water basins, and other plumbing fixtures shall be used only for the purposes for which they are designed. Rubbish, rags or other improper articles are not to be placed in this equipment. No clothes are to be dyed in the machines.

Any damage resulting from the misuse of the equipment may be charged to and paid by the resident responsible for the damage. Residents are responsible for cleaning out the lint trap in the dryer before and after use of the dryer. Do not allow children to play in or around the area unless supervised by an adult.

If a machine is not working properly, please notify the office and indicate the identifying number on the broken machine.





The community is not responsible for lost, stolen, or damaged items. Clothing that is abandoned, or left in the laundry, will be disposed of accordingly. The community will not refund money lost in the laundry or other vending machines.

Please keep the laundry room door shut in the winter months. Residents may not use portable washers and/or dryers, nor hook up permanent washers and/or dryers, in areas other than those provided without prior written consent of the management.

- **AUTOMATIC ACCESS GATES**

Certain areas of The Property have automatic opening and closing gates. These gates are for vehicular traffic only. No foot traffic is allowed through these gates. In addition, Residents and Covered Persons are not to be on, hang, or play near these gates.

The automatic gate openers are issued to Residents having vehicles with current registration, proof of insurance, and valid driver's licenses. If a gate opener is lost or damaged, the cost of replacement is \$40.

Resident may request additional gate openers for live-in aide or care provider, as long as the provider parks in the designated space for the Designated Unit. A security deposit may be required for additional gate openers.

Resident's vehicles should proceed through these gates when granted access only after utilizing a gate opener, however, residents or guests should never follow another car through the gates without stopping and accessing entry. The gates are designed to allow access for only one vehicle at a time.

- **PEDESTRIAN/WALK THROUGH GATES**

Gate keycards/keys/fobs providing entrance to the property through pedestrian gates are for use by residents only. Keycards/key/fobs may not be loaned or given to anyone who is not a resident or member of the Resident household. Residents must not allow entrance to unauthorized or unknown persons. Pedestrian doors, building doors and gates may not be propped open (example - with rocks) at any time. Damages due to misuse of these doors will result in charges to the resident responsible for its misuse.

- **VEHICLES, PARKING AND TOWING**

The community provides limited off-street parking for resident-owned and staff vehicles. All resident parking is unassigned and available on a first come first park basis. Residents and guests must abide by appropriate state laws and city ordinances as well as the owner's Parking and Towing Policy provided at move-in.

Parking Violations: The following are considered parking violations for which vehicles may be towed:

- Vehicle is illegally parked;
- Vehicle is obstructing access to a garbage dumpster;
- Vehicle is obstructing a pedestrian or vehicle gate;
- Vehicle is leaking fluid that presents a hazard or threat to persons or property;





- Vehicle is a semitrailer, truck-tractor, or a trailer of any size or type parked without the express written permission of management;
- Vehicle is blocking another vehicle from exiting its parking space;
- Vehicle is parked in a space designated for permit parking and fails to display a valid parking permit (sticker) or visitor tag issued by management;
- Vehicle has no license plate or registration sticker;
- Vehicle is parked on the grass, landscape, sidewalk, yard, patio, or common area of the community;
- Vehicle is taking up more than one parking space;
- Vehicle is inoperable;
- Vehicle is being used for storage and considered unsightly;
- Vehicle appears to be abandoned

The parking and towing regulations are contained in the lease, which is provided to residents at move in and available from the management office. It indicates when a vehicle may be towed and what notice will be provided.

VII. PETS AND ASSISTANCE ANIMALS

All animals must be registered and approved before they are allowed to live in the unit. This rule applies to pets and assistance animals. The owner has established Pet Rules to ensure the community is maintained in a decent, safe and sanitary manner and that all residents are allowed to live in peace and quiet comfort. These Pet Rules are considered an attachment to the Lease and are provided to all households at the time of move-in.

Pets are limited to common household pets, which are defined by HUD as: a domesticated animal such as a dog, cat, small bird, fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. The following pet standards apply:

Each resident household is allowed two (2) common household pets with an adult weight of no more than 30lbs.

The Pet Rules require resident pet owners to pay a refundable pet deposit. The owner will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet on the property. The pet deposit will be \$300.00. A \$100.00 initial pet deposit is required at the time the pet is brought on to the premises. The resident will be required to pay the remaining balance in increments of \$25.00 per month until the \$300.00 pet deposit is collected. Residents may pay the entire pet deposit upfront or in increments greater than those described if he/she chooses to do so.

Service animals, companion animals and therapy animals are not considered pets. If a resident wishes to request an assistance animal, review and follow the process to request a reasonable accommodation and to request an animal.

All animals, including assistance animals, must be approved and registered before the animal is allowed to live in the unit.





VIII. LEASE/PROGRAM OBLIGATIONS AND ENFORCEMENT

• ANNUAL RECERTIFICATIONS

- Section 8 Project Based Vouchers – Section 8 Vouchers must be recertified annually with The Harris County Housing Authority so that each resident may continue to qualify for a federal subsidy.
- Tax Credit - Continuing compliance with Section 42 tax credit regulations requires that you complete an annual recertification with the site staff.

Annual Recertification Non-compliance with either program will result in termination from both programs and the termination of your lease.

• VISITORS / GUESTS

Visitors/guests are welcome as long as they:

- Abide by property lease and property rules
- Abide by federal, state and local laws
- Do not pose a threat to any resident or property staff
- Do not disturb the peace and quiet comfort of other residents

Visitors/guests are defined as any person not listed on the Lease as a household member regardless of age or relationship.

Visitors/guests may stay with the resident on an occasional basis not to exceed two (2) consecutive days or thirty (30) cumulative days/nights in any twelve (12) month period. If there are valid reasons for a visitor / guest to stay longer than the listed time frames, residents must request and receive advanced approval for these visitors/guests. Approval will be made at the discretion of the manager. Examples include, but are not limited to:

- Non-Custodial parent receiving an extended visit from their child
- Resident in need of short term care (i.e. post-surgery)

Residents in need of long-term live-in care may request to add a live-in aide to their Lease. Violation of the visitor / guest policy is grounds for termination of the Lease.

If a resident is disabled and requires a reasonable accommodation to allow a guest to stay more than thirty (30) cumulative days/nights during a twelve (12) month period, the accommodation must be requested and approved before the guest is allowed to remain longer than the above-mentioned time frame. The number of overnight guests is limited to the local occupancy standards for the unit size plus one.

Service providers, such as a caregiver, are not defined as visitors or guests, but must be registered with management if they will be present on the property for more than thirty (30) cumulative days/nights in any twelve (12) month period.





If management suspects that a guest is actually living in the unit, verification of alternative residence will be requested. In addition, the resident must sign a notarized statement confirming that the guest does not violate the guest policy as indicated above and does not reside in the unit. Please note, any resident who knowingly allows an ineligible person to live in the unit is violating the Lease.

Residents are not permitted to allow any unauthorized occupants outside the guest policy. Residents are also not permitted to allow any person not on the Lease to use the resident's address as his/her own.

Residents are responsible for the actions of all guests and visitors while they are on property.

- **ADDING OR REMOVING HOUSEHOLD MEMBERS**

The owner will make every effort to ensure that the correct assistance is provided to those who seek housing assistance.

One of the key requirements, at application and during residency, is to disclose who will be living in the unit at any given time. It is important to understand the difference between a resident and a guest.

Residents are strictly prohibited from allowing anyone to move into the unit without the express written permission from management and the housing agency issuing the voucher.

The owner must apply screening criteria, as described in the Resident selection plan, to persons proposed to be added to the household, including live-in aides. In addition, certain eligibility requirements must be reviewed by the Housing Authority before anyone is allowed to move in to a unit included in a housing assistance contract. Allowing a person to move in before receiving this approval is a violation of the Lease and grounds for termination of the Lease.

- **LIVE-IN AIDES**

A live-in aide must meet HUD's definition of a live-in aide:

- Is essential to the care and well-being of the resident
- Is not dependent on the resident for support
- Is only living in the unit to provide essential support
- Cannot remain in the unit upon tenant's passing or move out

If a resident or applicant requests a live-in aide, the Housing Authority is required to verify the need for a live-in aide using third-party verification.

The live-in aide must be approved and must sign the House Rules before move-in. The Housing Authority must issue a revised Form HUD-50058 before the live-in aide is allowed to move-in.

If a live-in aide moves in prior to screening and prior to signing required forms, the Housing Authority or management will issue a notice of lease violation and may pursue other action including, but not limited to eviction of the live-in aide, termination of assistance and/or





termination of tenancy and eviction of the resident.

- **INVOLUNTARY REMOVAL OF A HOUSEHOLD MEMBER**

If a resident is required to leave, based on the Lease, House Rules, Pet/Assistance Animal Rules or for another reason, the remaining residents must provide verification to management within ten (10) business days that the removed household member has alternative housing.

Failure to provide adequate documentation to verify removal of a household member may result in termination of housing assistance and/or termination of tenancy. HUD rules regarding special protections, such as those protections provided under the Violence Against Women Act, apply.

- **ELIGIBILITY AND MISREPRESENTATION**

Eligibility determination and redetermination for assistance through the project-based Section 8 voucher program will be conducted by the Harris County Housing Authority. All residents understand that they are required to meet eligibility criteria before being approved to move-in and during occupancy. If the Harris County Housing Authority or management discovers that any resident provided false information in order to initially, qualify for housing assistance or in order to continue to qualify for HUD housing assistance, corrective action will be taken as follows:

- Eligibility will be reviewed based on the time false information was provided and the assistance will be adjusted accordingly
- Assistance paid in error must be returned to HUD starting no more than ten (10) business days after discovery and investigation is complete
- If false information was provided at move-in, the security deposit, required at move-in, will be adjusted and the resident(s) agree to pay the new adjusted amount within thirty (30) days or face termination of tenancy
- If false information was provided at move-in, and the household would not have been eligible, any housing assistance and/or tenancy will be terminated. If any resident provided false information that affects eligibility for or the amount of housing assistance, the owner/agent reserves the right to refuse to renew the lease; in this case, the resident agrees to vacate the apartment with thirty (30) days of receiving a termination notice [conform to procedures in the housing authority's section 8 administrative plan]

- **CRIMINAL ACTIVITY – INCLUDING DRUG ACTIVITY**

Owners have the discretion to terminate tenancy for criminal activity engaged in by any resident, household member, or guest, and any such activity engaged in on the premises by any other person under the resident's control.

- **ZERO TOLERANCE POLICY**

The owner's mission is to provide safe, decent, and sanitary housing to its residents. In order to achieve its goal to provide safe housing, as well as protect the solvency of the owner by lessening the owner's liability, the owner has a Zero Tolerance Policy for criminal activity, drug-related criminal activity, acts of physical violence or threats of physical violence, or other acts or disturbances engaged in by residents, household members or guests who violate





the applicable Lease. It shall be the policy of the owner to terminate this Lease for the above described behavior. Neither an arrest nor a conviction is required to terminate this Lease for the above described behavior. The owner may terminate tenancy and evict the resident for criminal activity through judicial action if the owner determines that the resident has engaged in criminal activity, regardless of whether the resident has been arrested or convicted for such activity and without satisfying criminal standard of proof.

- **PUBLIC CONSUMPTION OF ALCOHOL**

The owner maintains a strict prohibition against consumption of alcohol in all common or public areas. This includes but is not limited to, offices, designated smoking areas, laundry rooms, common stairwells, community rooms and parking lots.

Residents, guest and service providers are expected to behave responsibly with respect to the use of alcoholic beverages. Residents who engage in disruptive behavior as a result of their use of alcohol, or who fail to prevent such behavior by their guests or service providers, will be considered to be in violation of the Lease.

- **SEX OFFENDERS**

The owner has opted to prohibit any sex offender registrant from living on the property.

If the owner has good cause (i.e. notification from a state sex offender registry or law enforcement agency), the owner can conduct additional sex offender screening of all household members.

- If it is discovered that any household member is subject to registration on any state sex offender registry, management will immediately notify the household that they have the option to remove the sex offender or management will pursue termination of assistance and termination of tenancy.
- If the household notifies management that the sex offender is permanently moving out of the unit, the household members must provide proof to management that the offender has alternative permanent residence within five (5) business days. Self-certification is not acceptable verification in this case.
- If it is discovered that the household is allowing a registered sex offender to live in the unit as an unauthorized occupant or to use the unit address as his/her mailing address, management will immediately notify the household that this is a violation of the Lease. Failure to resolve the issue will result in management pursuing termination of assistance and termination of tenancy. The household must provide verification that the registered sex offender is no longer living there and no longer using the address as his / her mailing address.

- **EXTENDED ABSENCES FROM THE UNIT**

Residents must notify the management in advance if all adult household members intend to be absent from the unit for more than fifteen (15) consecutive days.





Under no circumstances may the entire household be absent from their apartment (other than for medical reasons) for more than sixty (60) cumulative days, not necessarily consecutively, in any six (6) month period.

In cases of illness or confinement in a hospital or nursing care facility, for a resident who is the sole member of a household, a resident may be absent from her/his apartment for up to one-hundred eighty (180) days when a licensed medical professional, familiar with the resident's condition, verifies that a return to the unit will occur within the one-hundred eighty (180) days.

The unit may not be occupied by a person who is not a part of the Lease while the resident is absent unless management has given permission in writing. Such permission will be given under limited conditions.

- **ABANDONMENT AND ABANDONED PROPERTY:**

The owner may take possession of the apartment after the resident has moved out, whether by eviction through judicial process or by abandonment. If there are reasonable grounds to question whether resident has moved out, management may secure the apartment against vandalism, and a notice of planned entry will be delivered or attached to the apartment.

Management may reasonably conclude that the resident has abandoned the unit when the following steps have been taken:

- Management has inspected the unit and it appears that all household members have vacated the unit;
- Management has inspected the unit and furniture, food, clothing, and other household belongings have been substantially removed;
- Management has reviewed additional evidence of any existence of the resident's intent to not return to the unit, such evidence may include, but is not limited to:
- Resident has been in default for non-payment of rent for at least twenty (20) consecutive days; or
- Electrical utilities to the unit have been terminated or transferred; and
- There is no response by the Resident forty-eight (48) hours after management has posted a notice of abandonment to the inside of the main entry door stating that management considers the apartment abandoned.

The property shall not be liable or responsible for damage to or loss of a resident's personal property upon surrender or abandonment of the apartment.

There will be strict adherence to the lease and state law regarding the issue of abandonment of the leased premises.

The owner is authorized to remove and store any property belonging to a deceased resident, who is the sole occupant of the apartment, that remains in the unit for fourteen (14) or more days after the resident's death. The owner shall return the property to the person who was designated by the resident or to any other person lawfully entitled to the property if the request is made in writing to the owner prior to the property being discarded. The initial costs





of removal and storage will be deducted from the security deposit. The owner may dispose of the abandoned property as it sees fit only after the representative has been notified by certified mail, the representative failed to remove the property by the 30th day after the postmark date of the notice, and the owner has not been contacted by anyone claiming the property prior to the date of discarding the property.

- **TERMINATION OF LEASE BY THE RESIDENT**

Residents may terminate the tenancy by providing a sixty (60) day written notice before moving from the unit. The resident is expected to comply with the Lease, especially the rules stating that the unit will be the residents' sole place of residence during the sixty-day notice period.

- **REQUIREMENT TO VACATE AN ACCESSIBLE UNIT**

When a resident household is living in an accessible unit, and no family member in the household has need for the accessible unit, management will offer the family a transfer to a non-accessible unit. This will allow the unit to be offered to an applicant household in need of an accessible unit. If the household refuses to move to the non-accessible unit, management will terminate assistance and the household will be required to pay the contract rent.

- **SECTION 8 VOUCHER TERMINATION**

In the Project Based Section 8 Voucher Program, an Owner may only terminate the tenancy because of:

1. Serious or repeated violation of the lease;
2. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
3. Criminal activity or alcohol abuse (as provided in paragraph c);
4. Failure of a family in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause; or
5. Other good cause

- **SERIOUS VIOLATIONS OF THE LEASE – IMMEDIATE TERMINATION OF TENANCY**

Certain lease violations will result in immediate termination of tenancy (eviction). These are considered material lease violations and will result in termination of tenancy (eviction). Material lease violations include, but are not limited to:

1. Criminal activity engaged on or near the property by the resident or any resident guest or service provider, which threatens the health, safety and right to peaceful enjoyment of the premises by residents, staff or neighbors living in the immediate vicinity of the premises.
2. Failure to provide a social security number and adequate documentation to verify the social security number for any non-exempt household member
3. Misrepresenting eligibility status in regard to income, age, criminal history, landlord history, etc.
4. Failure to pay rent as required by the lease
5. Failure to return assistance-paid-in-error as agreed in a repayment agreement





- (three (3) late payments in any twelve-month period or any one (1) missed payment) note: eviction for this purpose does not indicate forgiveness of the requirement to return assistance-paid-in-error to hud.
6. Discovery that a resident failed to fully and accurately disclose income information or information about changes in household composition that results in assistance-paid-in-error (second such violation)
 7. Failure to enter into a repayment agreement or refusal to return assistance paid in error
 8. Any resident's inclusion on any state sex lifetime sex offender registry.
 9. Verification that a member of a household commits fraud in relation to hud housing provided on this property
 10. Committing an act, covered under the violence against women act (in such cases, the owner may choose to seek bifurcation of the lease to protect the victim)
 11. Discovery that any household member (including live-in aides) is subject to any sex offender registration
 12. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- **OTHER LEASE VIOLATIONS – REPEATED VIOLATIONS RESULT IN TERMINATION OF THE LEASE**

Other lease violations are less severe and the owner and/or property staff has adopted the following policy. When a minor lease violation is discovered, the owner and/or property staff will issue a written notice explaining the violation. There is a three (3) strike rule any infractions pass the third minor lease violation will result in a lease violation. This notice will be provided in an equally effective format as a reasonable accommodation if there is the presence of a disability. Minor lease violations include, but are not limited to:

 1. Allowing unauthorized occupants
 2. Violations of the visitor / guest policy
 3. Unauthorized animals in a unit
 4. Trash fines area \$25.00
 5. Failed housekeeping inspection
 6. Late payments in regard to a repayment agreement
 7. Failure to comply with pet/assistance animal policies (if applicable)
 8. Parking in accessible or reserved parking spaces when inappropriate
 9. Noise violations
 10. Disrupting the livability of the property
 11. Adversely affecting the health or safety of any person
 12. Adversely affecting the right of other tenants to peaceful enjoyment of the property
 13. Interfering with the management of the property
 14. Having an adverse financial effect on the property
 15. Failing to pay utilities
 16. Damaging, destroying, or defacing the unit or property
 17. Failing to pay the cost of all repairs caused by the carelessness or neglect on the part of the resident





18. Other Violations as Noted In The Lease, Any Lease Addendum Or The Property House Rules, Pet Rules Or Assistance Animal Rules

However, if a resident (family) commits any three (3) minor lease violations within a twelve (12) month period, they will be placed on probation for twelve (12) months following the 3rd violation. During the probationary period, if the resident (family) commits anyone (1) lease violation, management will pursue termination of tenancy in accordance with the Lease, these House Rules, and all affiliated attachments and addendums.

- **CRIMINAL ACTIVITY OR ALCOHOL ABUSE - SERIOUS VIOLATIONS OF LEASE - IMMEDIATE TERMINATION OF TENANCY AND SECTION 8 ASSISTANCE**

These lease violations are material lease violations and result in termination of tenancy (eviction).

Any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- a. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- b. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises.
- c. Any violent criminal activity on or near the premises; or
- d. Any drug-related criminal activity on or near the premises.

Any member of the household is:

- e. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of Texas, is a high misdemeanor; or
- f. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of Texas, is a high misdemeanor; or
- g. Violating a condition of probation or parole under Federal or State law. The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

The owner may terminate the tenancy during the term of the Lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents. In making such determinations, the owner may consider mitigating circumstances.





- **OTHER GOOD CAUSE FOR TERMINATION OF TENANCY**

These lease violations constitute other good cause and will result in termination of tenancy (eviction):

- h. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- i. During the initial lease term or during any extension term, other good cause includes:
 - Disturbance of neighbors,
 - Destruction of property, or
 - Living or housekeeping habits that cause damage to the unit or premises.

- **NOTICE REQUIREMENTS**

Resident Responsibility: Notices to owner required or authorized by this Lease must be in writing and delivered to the community's management office or sent by first-class mail to owner's current address.

Owner's Responsibilities: Unless otherwise indicated, any notice to resident required or authorized by the Lease or House Rules will be sufficient if it is in writing and is hand-delivered to resident personally or to an adult Household Member or if sent by first-class mail to resident at the Dwelling Unit. Additionally, Lease Termination Notices and Demand to Vacate Notices may be delivered by affixing the notice to the inside of the main entry door or as otherwise allowed by Texas Property Code.

Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given to the resident.

If the resident is visually impaired, all notices must be in an accessible format.

IX. MOVE-OUT PROCEDURES

- **CHECKING OUT WHEN VACATING THE APARTMENT**

Rent is due in full for the month, even if notice to vacate has been given. You must give at least a sixty (60) day notice, in writing, of your intent to move out. The move out date in your notice to vacate should coincide with your lease ending date. Failure to give proper notice could result in additional charges to the resident. The resident is responsible for rent, damages and other charges incurred until such time as they inform the Property Manager of their move, have vacated the unit and have turned the keys in to the Property Manager.

The resident must clean the apartment thoroughly and move all possessions out of the apartment prior to turning in keys.

The resident must turn in apartment keys immediately after having vacated the apartment. Resident will be charged rent until all of the keys are received. Failure to return keys after vacating the unit will result in posting the vacated unit for abandonment.





At move-out the cost of cleaning (if necessary) and any repairs for damage to the unit or equipment (beyond normal wear and tear), or for missing items or unpaid rent is calculated. If applicable, the resident will be refunded any amount due from the security deposit within thirty (30) days.

If resident is not able to pay full amount of move-out charges assessed, a repayment agreement may be arranged. Failure to pay charges or enter into a payment agreement will result in outstanding charges being reported to a collection agency.

It is in your best interest, as the resident, to leave the apartment in a favorable condition at move out. This ensures that your deposit will be refunded and that you will receive a favorable reference on any future applications for an apartment. We want to be able to recommend you as a good prospective resident to other communities.

- **COLLECTION AFTER MOVE OUT**

The household understands that all outstanding balances must be paid within thirty (30) days of receiving the final bill. If the household members fail to pay the final bill, the owner may report such information to credit reporting agencies. In addition, a collection agency may be used to collect all or part of the balance due.

If any household member applies for housing at another property, the resident understands that the owner will disclose payment and lease performance information if any household member has signed an appropriate release.

X. OTHER RESIDENT PROTECTIONS

- **POSTING AND NOTICE SCHEDULE**

Schedules of utility allowance and current rules and regulations shall be publicly posted in a conspicuous manner in the management office and shall be furnished to applicants and residents on request. These schedules, rules, and regulations may be modified from time to time by the owner, provided that the owner shall give at least thirty-day written notice to each affected resident. A copy of such notice shall be: (i) delivered or mailed to each resident; or (ii) posted in at least three (3) conspicuous places at each Development with Dwelling Units that are affected by the proposed modification and in a conspicuous place at the development's management office, if any, or if none, a similar central business location within the development.

- **FAIR HOUSING**

The Fair Housing Act prohibits discrimination in housing and housing-related transactions based on race, color, religion, sex, national origin, disability, and familial status. In addition, HUD provides protections based on sexual orientation and gender identity.

- **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The owner/agent complies with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.





- **SECTION 504 OF THE REHABILITATION ACT OF 1973**

The owner/agent complies with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination, based on the presence of a disability, in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions included in the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the owner/agent to make their programs, as a whole, accessible to persons with disabilities.

- **REQUESTS FOR REASONABLE ACCOMMODATION OR MODIFICATION**

The owner/agent and/or property staff will consider a reasonable accommodation if a member of the household is disabled and the requested accommodation is necessary for the person with a disability to use and enjoy the premises. To request a reasonable accommodation, contact the property management office.

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the owner/ agent will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. Please contact the property management staff if you would like to make a request for a reasonable accommodation or modification.

- **THE VIOLENCE AGAINST WOMEN ACT**

The owner/agent understands that, regardless of whether state or local laws protect victims of domestic violence, rape, dating violence, sexual assault or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act. It is important to note that this Act applies to all resident victims of domestic violence, regardless of gender or gender identity. If any resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner immediately. The owner is committed to ensuring that the Privacy Act is enforced in this and all other situations.

The owner/agent will not assume that any act is a result of abuse covered under the Violence Against Women Act. In order to receive the protections outlined in the VAWA, the applicant/ resident must specify that he/she wish to exercise these protections.

- **Certification and Confidentiality**

When the owner/agent responds to a claim of protected status under the VAWA, the owner/agent will request, in writing if appropriate, that an individual document the occurrence of the domestic violence, dating violence, sexual assault or stalking. The individual claiming rights under the VAWA has the option to complete, sign, and submit any appropriate HUD-approved certification form, or chose a different method of documentation of the abuse to verify his/her status as a victim of domestic violence. The resident will have fourteen (14) calendar days to submit the form or provide another form of documentation.





The managing agent will carefully evaluate abuse claims to avoid taking any action based on false or unsubstantiated accusations.

The identity of the victim and all information provided to owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- Requested or consented to by the victim in writing;
- Required for use in an eviction proceeding or termination of assistance; or
- Otherwise required by applicable law.

The managing agent will retain all documentation relating to an individual's domestic violence, rape, dating violence, sexual assault or stalking in a separate file that is kept in a separate secure location from other applicant/resident files.

- **LEASE ADDENDUM**

The owner/agent will attach to the Lease any appropriate Lease Addendum authorized for use under the Section 42 tax credit program.

- **LIMITED ENGLISH PROFICIENCY**

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the owner/agent to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities. The owner/agent will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property.





XI. RESIDENT CERTIFICATIONS

I have read and received a copy of the House Rules. I understand that these rules are an extension of my lease and that any violation of these rules may be grounds for lease termination.

Resident Name (please print)

Resident Signature

Date

Resident Name (please print)

Resident Signature

Date

Resident Name (please print)

Resident Signature

Date

Resident Name (please print)

Resident Signature

Date

Management Representative

Date

Apartment Community Name

