

House Occupancy Rules

1. **Keys and Locks:** The Tenant agrees to not install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with the key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$5.00 for each key not returned at time of move-out plus the full replacement cost of the unit's locks. The replacement of lost keys during the term of Tenant's tenancy will subject Tenant to an administrative charge of \$5.00. Should replacement of Tenant's locks become necessary during the Tenant's tenancy due to negligence or intentional acts on the part of the Tenant, the Tenant's family and/or the Tenant's guests. Tenant will be obligated to pay the full replacement cost of the locks as an administrative charge. Should Tenant require Landlord's assistance in making entry in the event of Tenant lockout, Tenant will incur an administrative charge of \$5.00 during Landlord's posted office hours, or \$25.00 after Landlord's posted office hours. Should the site manager lend a spare key to the Tenant, but the spare key not be promptly returned, Tenant shall reimburse Landlord the full replacement cost of said key as an administrative change. All administrative charges shall be paid within 30 days after Landlord provides written notice of same.

2. **Maintenance:**

a. The Landlord agrees to:

- (1) regularly clean all common areas of the project;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

b. The Tenant agrees to:

- (1) keep the unit in a clean, dry and sanitary condition and comply with all health and safety laws, regulations and guidelines;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects, malfunctions and/or unsafe conditions in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities;
- (6) remove garbage and other waste from the unit in a prompt clean and safe manner;
- (7) give the Landlord prompt notice of any conditions, circumstances and/or situations in or about the apartment community which the Tenant considers to be unsafe and/or dangerous for any reason and/or which the Tenant believes constitute a hazard for any reason to the health and/or safety of any tenant, resident, guest, licensee, invitee, or any other person in or about the apartment community.

- (8) not change or remove any part of any appliance, fixture or equipment in the unit and not waste utilities furnished by the Landlord;
- (9) not use any method of heating or air conditioning other than that supplied by the Landlord, and not install any washing machines, dryers, dishwashers, fans, heaters, air conditioners, or any other equipment in the unit without the prior written permission of the Landlord;
- (10) give the Landlord prompt notice of any wet or damp conditions and/or materials that persist in and about the unit, including any undue condensation or moisture collecting on it's ceilings, floors, windows, walls, fixtures, appliances or equipment;
- (11) give Landlord prompt notice of any visible accumulation of mildews, molds or other fungi on any surface within the unit;
- (12) inspect and test the unit's electrical smoke detectors monthly and battery operated smoke detectors weekly. The Tenant shall notify the Landlord immediately if any smoke detector is not fully operational. It shall be a material lease violation for the Tenant, the Tenant's household members, the Tenant's guests or any other person under Tenant's control to cause or permit the unit's smoke detectors to become wholly or partially disabled or disconnected through the removal of batteries, disconnection from electrical service, or otherwise.

3. **Damages:** Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and must do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD & RD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD or RD - approved market rent.

4. **Restrictions on Alterations:** No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. Upon receipt of reasonable notice from the Tenant, the Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

5. **General Restrictions:** The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Tenant Eligibility. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant is permitted to have guest(s) visit their household. However, Landlord reserves the right to require a written declaration of domicile or a proof of domicile from the Tenant's guest, if the Landlord has reasonable cause to believe that the guest is in fact an unauthorized household occupant. Such reasonable cause may arise whenever an adult person is making recurring visits, or one continuous visit, of 14 days and/or nights within a 45-day period without prior notice to the Landlord. Should the Tenant or the person(s) in question not provide the requested information needed to confirm other domicile, or should the facts be otherwise sufficient to evidence domicile in the unit, then such person(s) shall be deemed unauthorized household occupant(s) and the Tenant shall be in material violation of the terms of this Rental Agreement. The Tenant agrees that a "Live-in

Aide” may reside in the unit only after; (1) the Tenant has made a prior written request for same, (2) The Tenant has obtained the prior written approval of the Landlord, and (3) a “Live-in Aide Lease Addendum” has been fully executed by the Tenant, by the approved “Live-in Aide,” and by an authorized representative of the Landlord. The Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but upon the Tenant giving reasonable prior notice, the Landlord will allow the Tenant to keep an animal needed as a reasonable accommodation to the Tenant’s disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities, unless this property is designated as elderly or disabled; or
- e. make or permit noises or acts that disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

6. **Rules and Regulations:** The following rules and regulations are reasonably related to the safety, care and cleanliness of the apartment community and the safety, comfort, and convenience of the residents. Tenant agrees, on behalf of Tenant, Tenant’s household members, Tenant’s guests and all other persons under the Tenant’s control, to comply with the following rules and regulations, and further agrees to comply with such other reasonable rules and regulations which Landlord may from time to time adopt, provided the Landlord has given 30 days written notice to the Tenant in advance of implementation. Tenant accepts full responsibility for any violation(s) of these rules and regulations on the part of any of the above-described persons. These rules and regulations are an integral part of this Lease and any violation hereof on the part of any of the above-described persons shall constitute a violation of this Lease by Tenant and confer upon Landlord the options and remedies set forth in the Rental Agreement. The Landlord cannot and does not warrant to the Tenant that any other tenant or their household members or guests shall comply with these rules and regulations.

- a. No personal belongings of any type are to be left on lawns, walks, parking areas, stairs, landings, patios, balconies, public halls, or in any common areas.
- b. No trucks, trailers, campers, boats, recreational vehicles, or similar vehicles are to be stored in the parking areas or on complex grounds. Landlord may regulate the time, manner and place of parking private passenger cars, trucks and motorcycles. Landlord may have any illegally-parked vehicle towed at its owner’s expense without notice. A vehicle is illegally-parked in the apartment complex when it takes up more than one parking space, belongs to a Tenant who has surrendered or abandoned the dwelling unit, is parked in a marked handicap space without the legally-required handicap insignia, is parked in a driving lane, a fire lane or in a designated “no parking” area, is parked on the grass, a sidewalk or a patio, or it blocks garbage trucks from access to the dumpster.
- c. No vehicle, machinery or equipment repair or maintenance of any kind is permitted within the apartment community. No parking or storage is permitted within the apartment community of unregistered or inoperable vehicles. Any inoperable or unregistered vehicles may be removed by the Landlord at the expense of its registered owner if said vehicle has not been removed within forty-eight (48) hours of the Landlord attaching a written notice to said vehicle or by the giving of notice as otherwise provided in this Lease.
- d. Causing or permitting loud or boisterous noises and/or engaging in any other objectionable, disturbing, threatening or offensive activity within the apartment

community by any Tenant, Tenant household member, Tenant guest or any other person under the Tenants control, is not permitted. In consideration of your neighbors, no Tenant, Tenant household member, Tenant guest or other person under Tenant's control may loiter or congregate outside of a dwelling unit or anywhere else on apartment community grounds after 10:30 p.m. In addition, all televisions, stereos, radios, musical instruments and other audio or noise-generating equipment or appliances must be particularly reduced in volume after 10:30 p.m., and all other noise kept to a minimum so as to not disturb your neighbors.

- e. The Tenant, the Tenant's household members, the Tenant's guests and any other person under the Tenant's control, shall not litter the grounds or common areas of the apartment community. Garbage containers are provided by the Landlord. All trash, garbage, and waste of any kind must be sealed in plastic trash bags with ties, placed in the container provided, and the lid reclosed.
- f. Soliciting of any type is prohibited within the apartment community. Please notify the manager if it occurs. Yard or auction sales are prohibited within the apartment community without the written permission of Landlord. Neither the dwelling unit, nor the apartment community grounds may be used by the Tenant, Tenant's household members, Tenant's guests, or any other person under Tenant's control, to conduct any commercial business.
- g. No objects or materials not specifically designed for sanitary sewer disposal, including, but not limited to, sanitary napkins, tampon applicators, disposable diapers or leftover foods, shall be placed in toilets or drains. Tenant shall be charged for the time and materials for their removal if they cause plumbing back-ups or other plumbing problems. Tenant shall be held chargeable for all resultant damages.
- h. No signs, banners, advertising or any other materials or objects shall be placed in windows or on walls (both exterior and interior), so as to be seen from the outside, except with the prior written permission of the Landlord.
- i. Nothing shall be placed upon any windowsill or on any landing or stair. Dust mops, clothing, rugs, etc., shall not be shaken, cleaned or hung to dry in any common hall or from any wall, landing, balcony, window, door, stair or fence within the apartment community.
- j. The Tenant, the Tenant's household members, the Tenant guests and all other persons under Tenant's control shall not engage in or permit any illegal and/or criminal activities within the dwelling unit or on any part of the apartment community premises. The brandishing or use, or allowing any Tenant household member, Tenant guest or any other person under Tenant's control to brandish or use, any firearm, BB gun, or any other deadly weapon as defined by applicable state laws is not permitted.
- k. Neither loitering nor raucous nor rowdy behaviors are permitted in or about the halls, stairways, landings, laundry room, community room, grounds, parking lot or any other common areas of the apartment community. There shall be no smoking in any common area designated as "non-smoking" by Landlord. There shall be no climbing upon, nor gymnastic, nor acrobatic-type activities permitted on the stairways, landings, dumpsters, buildings, improvements, fixtures, fences and/or trees of the apartment community. No person is permitted on the roof of any structure within the apartment community.
- l. No paint, wallpaper, contact paper, adhesive fasteners, shelves, screen doors, nor any other object or material utilizing adhesives shall be applied, installed or attached to any surface within the dwelling unit without first obtaining written permission from the Landlord. The Landlord wants you to be able to decorate

your apartment as you wish, but please contact the site manager as to the type of fasteners recommended.

- m. No antennas, aerials, window guards, awnings, electrical connections, signs, fences, decorations, displays, equipment or fixtures may be installed, attached or placed on any part of the unit, or on any building, common area or grounds within the apartment community without first obtaining the written permission of the Landlord.
- n. Neither the Tenant, the Tenant's household members, the Tenant's guests nor any other person under Tenant's control may engage in activities which constitute a nuisance or an annoyance to the other residents, nor create, cause or permit any offensive, annoying or unsafe sounds, odors, lights or conditions which constitute a nuisance or an annoyance to the other residents.
- o. No bicycles, motorcycles, motor bikes, mini-bikes or similar vehicles or equipment may be parked in breezeways, hallways, patios, sidewalks, or on the grass. No motorcycles, motor bikes, mini-bikes or similar vehicles or equipment may be brought into the dwelling unit at any time. All such vehicles and equipment will be parked in the parking lot or other areas as designated by the site manager.
- p. No waterbeds are to be placed in or utilized within the dwelling unit without the Landlord's prior written permission.
- q. The apartment community speed limit is 10 M.P.H. No Tenant, Tenant household member, Tenant guest or other person under Tenant's control may operate a motor vehicle within the apartment complex in a reckless or unsafe manner.
- r. No alcoholic beverages are to be consumed in any common area of the apartment community.
- s. The Tenant, the Tenant's household members, the Tenant's guests and any other person under Tenant's control shall not engage in or permit any unsafe, dangerous or hazardous activities in the dwelling unit or in any other part of the apartment community, including its grounds and common areas. No dangerous, hazardous, flammable or toxic materials or substances may be stored in the dwelling unit. Tenant shall strictly control all products, items and substances brought into the dwelling unit which might present as a source of indoor air pollution so as is to avoid creating any unsafe or unhealthful conditions. No equipment or devices which generate fire or arc electricity (e.g., torches for glass blowing, welding equipment, etc.) are allowed in the apartment community.
- t. The Tenant shall only utilize white-backed drapes or shears visible from the street if personal drapes are installed in the unit.
- u. The Tenant, the Tenant's household members, the Tenant's guests and every other person under Tenant's control shall use all appliances, fixtures and equipment provided by Landlord in a safe manner and only for the purposes for which they were intended. Kitchen appliances must be cleaned periodically. The Tenant should contact the site manager if the Tenant is unsure as to proper cleaning methods.
- v. Tenant shall limit the build-up of moisture within the unit by keeping the unit's indoor humidity sufficiently low to avoid undue condensation, through Tenant's use of the unit's air conditioner when needed, by running the bathroom vent fan when showering, by using the kitchen exhaust fan when cooking, etc.
- w. Neither the Tenant, the Tenant's household members, the Tenant's guests nor any other person under Tenant's control shall destroy, deface, damage, vandalize or

remove any part of the dwelling unit, the common areas, the complex grounds, or any building, fixture, equipment, landscaping, vehicle or other personal property thereon.

- x. When cooking french fries, onion rings or any other foods within the unit for which deep-fryers are the recommended appliance, the Tenant, Tenant's household members, the Tenant's guests and every other person under the Tenant's control shall only use a government-approved, thermostatically-controlled appliance specifically designed for deep frying which has a properly-functioning safety lid.
- y. Neither the Tenant, the Tenant's household members, nor any of the Tenant's guests or other persons under Tenant's control may engage in activities that interfere with the management of the apartment community or adversely affect the ability of its managers, contractors, agents and employees to perform their assigned duties.

7. **Rent Payment:** Rent is due in the on-site office by hand delivery, drop off or mail on the first day of the month. In the event that rent has not been paid in full by the close of business on the 10th day of the month, or in the event that the tendered payment is dishonored, a late fee of the greater of ten dollars or five percent of the gross tenant rent. In the event any check given is returned by the bank unpaid, a service charge of \$50 in addition to any fee charged by the bank and accumulated late fees. In the event a personal check is dishonored on more than one occasion, the landlord may refuse payment by personal check.

8. **Complaints:** Complaints should be submitted to the on-site manager in writing. The on-site manager will address any issues found reasonable. If the tenant is not satisfied with the response, then the tenant may submit their complaint in writing to the regional property manager. The tenant also has ability to file a grievance as defined in 7 CFR 3560.160 tenant grievances.

9. **Project Services & Facilities:** The projects have no additional services or facilities.

10. **Office Location:** The office is located at : _____

Office Hours: Office hours are: _____

Emergency Number: _____

11. **Community or Public Transportation:** To obtain community or public transportation schedules the tenant should contact their local government or search on-line.

12. **Guest Becoming Household Members:** For purposes hereof, to occupy shall mean to visit the premises on a recurring basis, or to be at the premises for fourteen or more days and/or nights in the forty-five day period. In the event that any other person shall occupy the premises, tenant shall immediately be required to recertify for eligibility and occupancy of the premises and shall, if required to move from the premises, be responsible for all costs of moving, for costs of re-letting the premises, and for any loss sustained by landlord as the result of such move. Every adult occupying the premises shall execute the lease as a tenant. Pursuant to RHS/RD Instructions, in the event the premises shall become overcrowded or underutilized or should tenant no longer meet the eligibility requirements of the community during the term, tenant shall vacate the premises at the end of the term.

13. **Other Requirements Related to Subsidy:** Other subsidy information must be submitted to on-site management for review that such subsidy does not interfere with the RHS/RD Instructions. If there is a conflict then similar criteria will be followed regarding eligibility as stated in 12.

House Occupancy Rules Signature Page

Resident's Signature

Date

Manager's Signature

Date

Resident's Signature

Date