

These rules are for the benefit of all residents and are a part of the lease. It is your responsibility to read and understand both the lease and the House Rules. If there is any part of the Lease or House Rules that you do not understand, please contact the Management Office. House Rules may be revised at any time by Management, and residents will be given 30-days' notice of any changes. House Rules must be accepted or the resident household may give 30-days' notice to vacate the unit.

You are responsible for informing your other household members and any visitors of these rules. You and your household members are responsible for your visitor's behavior. Lease and House Rules violations by your family members and any guests will be charged to the heads of household. Violations of these rules may cause termination of your lease.

This property does NOT have a project-based subsidy from HUD or a state agency.

This property does have a project-based subsidy.

### **1. Alcohol**

Open alcoholic beverages are not permitted in any common areas, on the grounds and or in the parking lot. Residents are required to follow all applicable laws related to serving alcohol in their apartments. Violations of these laws will be considered a material non-compliance violation of the lease.

### **2. Annual or other Certifications**

Households are required to recertify at least annually. Households reporting zero income must come to the office every 120 days (4 months) and complete the Zero Income Affidavit. You are required to report any changes in income of \$200 per month or more to the Management Office within 10 calendar days of your receipt of the information.

FRAUD: Providing false information or not reporting all of your income may be considered fraud and a violation of the law. If Management determines that a Resident acted fraudulently, termination of tenancy may occur. Fraud is handled as both a civil violation and as a criminal violation.

Sexual predator checks and/or criminal background checks are conducted on all residents age 18 and over during the recertification process. Lease terminations will occur for all households that have had criminal activity within the last 12 months.

Regulations require that Management verify personal and income information at various times through EIV (Enterprise Income Verification), if the property has subsidy. This information will assist in matching what a resident has reported as income with the income that is on file with state and federal agencies. If there are discrepancies, Management is required to contact the resident and resolve the discrepancies. Residents are required to cooperate with this process or the rent may be increased to market rent until the discrepancy is resolved.

Within 10 days of any resident reaching his/her 18<sup>th</sup> birthday, the resident must come to the office to sign the Notice for Release of Information forms, the Lease and other required paperwork.

### **3. Apartment Abandonment**

The apartment must be your sole and only residence. If the resident family is absent from the unit for more than 30 days unless for a verified medical reason, the unit will be considered abandoned, and action will be taken to have the lease terminated. If any member of the household is out of the unit for more than 100 days in one year for a non-medical reason other than military service or living in a dorm at a college, verified by Management, the resident will be removed from the lease.

### **4. Attire/Clothing**

Applicants and residents must be appropriately attired in all common areas and when visiting the Management Office. Appropriate attire includes shoes, shirts and appropriate pants or skirts. Attire with gang symbols is not permitted on the property or in any common area. Unacceptable attire in common areas includes: pajamas, robes, bathing suits and **clothing that allows displays of underwear or open sores or wounds.**

### **5. Barred Guests**

Residents are required to inform their guests of the rules and regulations. Guests violating house rules or the resident's lease will be "barred" from the property. A "Barred" list will be posted in the Management Office. If a guest is "barred" from the property, it will be considered a lease violation for the resident household.

The "barred" person who comes onto the property may be arrested for criminal trespassing. If the resident is seen in the company of a "barred" person on the property, or permits a "barred" person onto the property, this is grounds for termination of the lease.

Any resident who has been evicted, or was in the process of eviction and moved from the property, is "barred" from returning to the property.

### **6. Bedbugs, pest infestation:**

Residents must **immediately** report to the Management Office any sighting of bedbugs or any other bugs (roaches, water-bugs, fleas and lice) and vermin in your unit, **or** when you visit another unit. (If the office is closed, the report must be made as soon as the office is open.) If you are uncertain as to whether you have bed bugs or other pests, let the Management Office know immediately so that a maintenance person or a licensed exterminator perform a thorough inspection.

New residents must sign the Pest-Free Certification, attached to these House Rules upon move-in. Residents must follow the written procedures for disposal of items that have become infested. A copy of those procedures may be requested from the Management Office. If procedures are not followed, residents may be billed for costs that are incurred as a result. Treatment of an infested unit is not voluntary. Refusal to cooperate with treatment, as approved by Management, will result in a lease violation.

### **7. Behavior/Loitering**

Verbal or physical intimidation, bullying, racial, ethnic, body-type or religious slurs of any kind, verbal or physical actions or harassment or threats to residents, residents' guests, site staff, or contracted vendors, or any activity or behavior that is disruptive to the security or quiet enjoyment of the property by others is not permitted. Residents are responsible for the actions of their guests and family members while on the property. Victims should report such incidents to the police.

Residents and/or resident's guests are not to congregate or loiter in hallways, stairwells, **any entry area**, parking lot or grounds. Residents are prohibited from violating local curfew ordinances, engaging in any gang-related or criminal activity or interfering with any police activity.

**8. Businesses**

**No business**, including babysitting for others' children, selling items from your unit, manicures, hair styling, volunteer work conducted from your unit, may be run out of the apartment without **prior written knowledge and written permission** by Management. There are specific guidelines for in-unit businesses that must be observed, and certain businesses, such as day-care may need special licensing, depending upon local regulations. No advertising of any business may be placed on the property, on the windows or on the buildings or on the City's property near the buildings.

**9. Change in income or family composition:**

ANY changes in family composition or income must be reported to the Management office within 10 CALENDAR days. This includes new employment, unemployment, loss of job, addition of family members, move-out of any current family members, and change in Student status for high school and institutions of higher education.

**10. Common Areas/Passageways**

All personal possessions must be kept in the apartment. Passages, public halls, stairways and landings and between buildings are for no other purpose than for entering or exiting from the apartments. Residents may not block or obstruct these spaces, nor will anyone be permitted to congregate or play in these areas. Items found in these spaces will be discarded by Management and removal costs charged to the resident.

**11. Crime-free and Drug-free**

Independence Apartments is a crime-free and drug-free property. Illegal activity is not allowed on the grounds or in your apartment. Residents involved in any illegal activity (including illegal drug use, holding/storage of illegal items) or permitting their guests to be involved in any illegal activity while on the property will be subject to termination of lease. **Medical marijuana is not permitted on the property or in the unit**, regardless of local law, as this is federally-subsidized property. Possession of medical marijuana on the property, in your unit, or in any common area will subject you to termination of your subsidy and lease.

The Management will strictly enforce the anti-drug policy that prohibits the following behavior by residents, guests, and any other person or persons who are under the Resident's control:

- a. the manufacture, sale, distribution, use of possession of a controlled substance (defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802) with the intent to manufacture, sell, distribute or use such substance, at any time on or off the property;
- b. engaging in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the property;
- c. permitting the dwelling units to be used for or to facilitate criminal activity, including drug-related activity, regardless of whether the individual undertaking the activity is the Resident or a member of the Resident's household.

Any resident harboring a fugitive will be subject to termination of lease.

**Even a single violation of this policy will constitute a material violation of the lease and will be grounds for eviction.** *A criminal conviction of a drug offense is not necessary to establish a material violation of the lease; a preponderance of the evidence is sufficient.*

## **12. Damages**

Normal “wear and tear” within apartments is expected. Damages or vandalism to apartments and/or the property are considered lease violations and residents will be billed for the repairs. Residents will be billed separately for damages and/or neglect and payment will be due within 30 days of receipt of the bill.

Appliances may only be replaced or changed by the Management Office. Mildew and deterioration caused by turning off refrigerators for any length of time could result in replacement of the appliance at the resident’s expense.

No furniture filled with liquid or waterbeds may be brought into the unit.

Residents may not dismantle any fire or carbon monoxide related equipment in their apartments. Batteries may not be removed from smoke detectors. This will result in a lease violation and/or immediate termination of lease.

## **13. Decorating**

Any alteration of the apartment may be done only with prior written approval from the Management Office. This includes any painting; stenciling; wallpaper or borders; removal of window treatment; removal of carpet or flooring materials; holes in the wall for pictures; or any changes to other property owned surfaces. Contact paper use is never permitted. The property has a schedule for cycle painting and floor replacement and the need to perform those tasks earlier might be considered “damages” or beyond “normal wear and tear,” resulting in a lease violation and/or bill to the resident.

No sheets, blankets, flags or tapestries can be used as window treatments. Blinds are supplied for each window. Residents may hang their own curtains, but may not remove the blinds. All window treatments must be white or cream colored on the side facing out of the window.

No signs, posters, stickers, stenciling, ads, notices or other lettering, or equipment may be placed in windows.

No awnings or other items including TV or radio antennas, satellite dishes, or wiring shall be attached to or extend from the outside walls of the building.

## **14. Disturbances/Curfew**

Residents or guests may not disturb other residents with loud noises, for example: television, music, stereos, game systems. Noise levels must be low enough to remain with your apartment and not be heard from the hallway or another apartment. Residents and guests may not have the sound of music, etc. on common areas, including outdoors or in the parking lot, so as to disturb others. The property expects family members to abide by the city curfew hours.

## **15. Flammable Items/Hazardous Materials/Safety**

For the safety of all residents, residents may not bring onto the premises any firecrackers; fireworks; flammable oils or fluids such as gasoline, kerosene, naphtha, and benzene; or other explosives, which are considered hazardous.

Possession of weapon, firearms or ammunition on the property or in your apartment is discouraged. Illegal possession of weapons, ammunition or firearms will result in notification to the police and termination of the lease.

**Candle** use is not permitted in the apartment. **Grease** must not be left on stoves in pans or in containers. Grease MUST be cleaned from your appliances after use. Papers, **plastic bags**, clothing or any flammable materials or items may not be left on, in or near the stove.

Portable heaters are not to be used in any apartments.

Residents may not run extension cord wiring for electrical appliances or fixtures. Cords may not be run from your unit to any common area outlet or electrical room.

Windows must not be blocked by any furniture such that exit in case of fire is not possible.

### **16. Garbage Disposal**

All residents are required to dispose of garbage in tied plastic bags in the appropriate containers. Garbage is to be removed from the unit daily if needed. Residents who violate the proper disposal of garbage will be considered to have violated the lease. Littering in or around the building is prohibited. Animal litter must be disposed of immediately and properly, if pets are permitted.

### **17. Grilling**

No barbequing, outdoor cooking or open fires are allowed in or around the unit except in the designated area, not within 20 ft. of a building. **NO grilling** may be done in your apartment. A turkey fryer/turkey frying is not permitted in the unit or anywhere on the property.

### **18. Keys/Locks**

Each household is issued keys to the main entrance to the building, apartment keys and mailbox keys. Keys may not be shared with guests or other residents. **Residents may not add locks, padlocks, peepholes or chains to any apartment doors.** Residents may not change locks in their unit for any reason. Changing of locks is done only by Management, when Management determines it is needed. These keys may not be duplicated or given to others. If lost or stolen, the resident must pay for the keys and the locks that must be changed.

**Chains** are not allowed on any doors. Such items will be removed by maintenance, and damages to doors or woodwork will be considered "damages" for which the resident may be charged.

### **19. Mail Delivery**

Delivered mail to the property must only be in the resident's name. **Mail to anyone else will not be allowed.** Mail to residents from the Management may be sent through the post office.

### **20. Maintenance**

Residents are required to report any maintenance needs or repairs to the **Management Office** promptly to avoid further damages or safety issues. Failure to do so may result in "damages".

Residents are required to allow Management access to their units with proper notice or with no notice in cases of emergency or resident well-being check.

Residents must allow access to their apartments for purposes of professional exterminating and are required to properly prepare their apartments for exterminating, as notified by Management. Any refusal by the resident to cooperate and permit pest control may subject the household to judicial action.

### **21. Minor Household Members or Visitors**

At no time may household members, visitors or guests under the age of thirteen (13) years be left alone in the apartment. Minors under that age must be under the supervision of a parent, grandparent, legal guardian or responsible individual over the age of 16 while in the unit, the common areas or outside on the property grounds. Minors under the age of 18 years may not be left overnight without an adult in the unit. There is no playing in the hallways, in the parking lot, or in the stairwells, for safety reasons.

### **22. Mold**

To minimize the occurrence and growth of mold on the leased premises, residents must:

- remove any visible moisture accumulation in the unit, including on walls, windows, floors, ceilings and bathroom fixtures;
- mop up spills and thoroughly dry affected area as soon as possible after occurrence;
- use exhaust fans in kitchen and bathroom (as supplied) when necessary; and keep climate and moisture on the leased premises at reasonable levels.

Residents must promptly notify management in writing or other acceptable form of communication that can be recorded on paper by management, of the presence of the following conditions:

- A water leak, excessive moisture, or standing water inside the leased premises;
- A water leak, excessive moisture, or standing water in any common areas;
- Mold growth in or on the leased premises that persists after resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
- A malfunction in any part of the heating, air-conditioning system in the apartment.

### **23. Occupancy**

The occupancy standards for this property are:

- 1 bedroom unit: 1 to 2 people
- 2 bedroom unit: 2 to 4 people
- 3 Bedroom unit: 3 to 6 people

Only those people listed on the official HUD form 50059 or the tax credit TIC (Tenant Income Certification), may occupy the apartment on a permanent basis. There are no exceptions. Residents requesting the addition of other occupants in their apartment must contact the office PRIOR to the move-in of ANY additional people, including immediate family members.

**Unauthorized occupants** places the resident's lease and tenancy at risk for eviction. Those requesting residency with a current resident MUST first complete an application and be screened, except in the case of a minor child. Custody or legal guardianship papers must be provided in the case of a minor child.

Residents who are over housed (too few people for the unit size), will be required to transfer to an appropriate-sized unit when one is available, in accordance with HUD guidelines, if applicable. Refusal to move in such circumstances will result in the resident being charged contract rent.

#### **24. Outdoor parties, summer**

Outdoor parties on the grounds or in the parking lots are not permitted by families. Any noise disturbances reported by others may be charged as a lease violation against the resident.

#### **25. Oxygen Use**

Residents who use oxygen are required to follow the safety procedures given to them by the vendor.

#### **26. Parking**

Parking is restricted to marked spaces in the parking lot provided for resident use. At no time may any vehicle be parked on the lawn, walk areas or in marked "No Parking" areas, or blocking walkways or fire exits. Cars must be functioning and running, with all wheels, and not in a 'junk' condition. Cars will be towed at the owners' expense if they are not in compliance with the Parking Policy. Altered or expired parking passing will not be allowed and your guest's vehicle will be towed.

Spaces provided for those with disability placards or disability license plates are to be used only by those who are disabled and have a current and valid placard, license plate or permit from the State displayed on the vehicle. No maintenance work or washing on a car, cycle, van, SUV, etc. is allowed on the property.

#### **27. Pets**

Independence Apartments has Pet Ownership Policies, which apply to all residents. No more than one fur-bearing pet is permitted in an apartment. There may be no more than two birds or small caged animals per apartment. There is no limit placed on the number of fish; however, the size of the fish tank may not exceed 10 gallons.

Pets are not allowed in public lobbies or other building gathering spaces and residents are required to clean up after their pets. All owners must read and sign the Pet Ownership Policies prior to bringing a pet into the building.

Dogs and Cats must be registered with the management office prior to admission and annually thereafter. Registration includes proof of licensure, including up-to-date inoculations.

This does not apply to assistance animals. Visiting pets and a resident's baby-sitting of another's pet are not permitted. This does not apply to guests or visitors with an assistance animal. **Assistance animals owned by residents must be registered with the Management Office.**

#### **28. Photo Identification:**

Valid and current photo IDs must be presented by locked-out household members over the age of 18 years before Management personnel will unlock the door to the apartment. The household member must be on the HUD 50059 or the TIC.

### **29. Plumbing**

Toilets, sinks and other drains may not be used for any other purpose than those for which they were intended. The resident will be required to pay for any damage, including the plumbing company charges if one must be contacted, resulting from misuse of plumbing in the unit, a common area, or a laundry area.

### **30. Security**

Independence Apartments has 24-hour security camera system. Guests, including delivery people, are required to show current and valid identification with your correct and current address upon entering the property when asked by security or office staff. Valid IDs include current school ID, current state ID and current driver's license. Jail ID will not be accepted.

### **31. Smoke Detectors and Carbon Monoxide Detectors**

Smoke detectors and carbon monoxide detectors for the protection of you and your family. **Do not disconnect or remove a smoke detector or carbon monoxide detector (if your unit has one) and do not remove a smoke (or carbon monoxide) detector battery at any time.** When the battery in your detector becomes weak, it will make a beeping sound. When this happens, the resident is to report this to the office immediately. Maintenance will replace the battery. Under no circumstances are Smoke or Carbon Monoxide Detector batteries to be replaced by residents. Removing or disabling the smoke or carbon monoxide detector will result in the termination of your lease.

### **32. Smoking**

Independence Apartments is a Smoke Free building. Smoking is not allowed in the building, nor within 15 feet of the main entrance to the building. Do not litter with cigarette butts thrown on the ground.

"Smoking" shall include the inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, other tobacco product, marijuana including medical marijuana, herbal smoking products "Legal Weed" or products known as "bath salts" or other legal or illegal substance.

### **33. Soliciting**

Door-to-door soliciting is not permitted within the apartment community by outside people/groups, and by other residents. Residents are asked to notify the management immediately when solicitors appear at the door. This includes signing of petitions.

### **34. Utilities**

All units must have electric service at all times. If resident-paid utilities include gas heat, the household must have gas service at all times. Utilities paid by the resident (electricity, gas, telephone, cable TV, sewer/water, if applicable or other) will be billed directly from the utility company and is the responsibility of the resident to pay. Failure to maintain utility service is cause for termination of your tenancy.

Illegal utility hookups between apartments, common areas, maintenance areas, and tampering with utility meters is dangerous and a violation of your lease. Residents who allow another resident to hookup to their utility service and residents who use another resident's or the property's utility service through an illegal hookup will be evicted.



### **35. Vandalism**

Vandalism, graffiti, breakage, or damage to Independence Apartments, property equipment or common area furniture, laundry equipment, property buildings, structures, fence, landscaping or other residents' property, caused by any family member or guest is strictly prohibited. Residents will be required to pay for such damages caused by themselves, children, guests or invitees. Repeated incidents or one serious offense may result in termination of tenancy. Guests, including relatives of the resident causing damages of this nature will be banned/barred from the property. All damages to the property or the property's common areas will be reported to the appropriate law enforcement agency and billed to the resident.

### **36. Visitors**

Independence Apartments has a Visitor Policy and residents who violate that policy are subject to lease violations and subsequent termination of lease. Residents must register all overnight guests or stays more than 4 nights, as per the Visitor Policy. Overnight visitors are permitted for a maximum of 20 days per calendar year, except for special circumstances. Management must be informed prior to an overnight stay of longer than 4 consecutive days.

Guests must park in the spaces designated for them. Guest vehicles that are parked in Residents' parking spots will be towed, and the vehicle owner will be liable for the payment of the towing charges.

### **37. Violence Against Women Act**

The property is covered under the Violence Against Women Act (VAWA), which applies to both men and women. This gives residents certain protections and support when a resident reports an incident of domestic violence, dating violence, stalking or sexual assault. All witnessed physical or domestic violence incidents must be immediately reported to Police. Any type of violence against another member of your household or any member of the community will immediately result in a report to the police and possible termination of lease.

Policies detailing VAWA rights and responsibilities are given at move-in. False reports of VAWA incidents will result in police charges, and possible judicial action.

Physical violence, dating violence, stalking or sexual assault by a guest or another resident toward any resident will result in the offender being barred from the property, immediately after the action and permanently when the legal case is resolved. After contacting the police first for these incidents, the management office and Security should be informed.

Any resident claiming to be a victim of one of these acts covered under VAWA, is asked to report the incident to the police immediately and then complete and sign/date the Certification paperwork (form 91006) to report the incident to management. Instead of this form, documentation by an agent of a victim service provider, an attorney, a medical professional from whom the victim has asked for help is acceptable, under penalty of perjury. This information will be kept confidential from other residents and staff, except to the extent as required by law for legal purposes in a court of law. Once a police report is filed by the victim, and the paperwork is complete and received by management within 10 days, management will evaluate the paperwork, and if the claim appears to be valid, management will work with the

victim, the police and Social Services, if applicable to protect the victim in accordance with HUD guidelines for VAWA.

**House Rules of 1/1/2017**

Guests must comply with the House Rules and it is the responsibility of the resident to ensure that all guests understand these requirements. Residents are accountable for the actions of their guests.

**All members of the household age 18 and over agree to abide by the above House Rules and acknowledge that they are part of the lease:**

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

