



HOUSE RULES (Smoke-Free Community)

1. **UNIT CONDITION:** Tenant shall take good care of the leased unit, equipment, appliances and fixtures therein, and keep them in good condition and repair, free from filth, danger, fire or any nuisance, and at the termination of this lease yield immediate possession of the leased unit in clean and in good condition, ordinary wear and tear expected, and deliver all keys to Landlord. Periodic pre-announced inspections will be conducted by the manager to insure compliance with this provision.
2. **PETS:** As per the HUD Model Lease for Subsidized Properties #90105a, Section 13d, "The Tenant agrees not to have pets or animals of any kind in the unit without the prior written permission of the Landlord." This statement holds true for housing designated for families.

However, housing for the elderly and persons with disabilities may have a pet. "The TENANT is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24 CFR Part 5 and the pet rules promulgated under 24 CFR Part 5). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5 and applicable regulations and State or local law. These regulations include 24 CFR Part 5 (Evictions from Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Section 8 housing assistance payments and project assistance payments programs.

Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant or visitor's disability. The LANDLORD may after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be



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paid as provided in 24 CFR Part 5.”

3. **PARKING – VEHICLES:** Vehicles that are deemed non-operational, unsightly, or without current registration or current inspection, will be towed at vehicle owner or tenant's expense. Vehicles improperly parked, parked on lawns, in fire lanes, in designated reserved areas or obstructing a driveway, will be towed. Storage of boats, trailers and/or recreational vehicles is not permitted. Motorcycles must be parked in designated parking areas. Under no circumstances may they be parked in dwellings, on patios or sidewalks. Car washing, oil changes and mechanical work are not permitted on the premises.
 - a) All vehicles must be parked in designated parking areas. Should there be a need for assigned spaces; the Landlord reserves the right to assign such spaces. Landlord assumes no responsibility as to the availability of parking space.
 - b) Only one vehicle is permitted per unit unless Landlord has given prior written permission. If you have more than one car and the second car is not used frequently, please park it away from the entrance so your neighbors will have the opportunity to park in a convenient space.
 - c) Under no circumstances will Landlord allow a vehicle that is solely used for storage purposes to be parked on the premises.
 - d) No vehicle will be permitted to park in an area designated as a "no parking" area. Parking in front of dumpsters or blocking other vehicles will not be permitted. Parking vehicles in a parking space designated for handicap parking will not be permitted and such vehicles will be towed at owner's expense unless proper handicapped plates/identification are supplied.
 - e) No commercial trucks, RV, campers, boats or other recreational vehicles are permitted to park in the parking areas unless you have written permission from the Landlord.
 - f) At the request of Landlord, Tenant shall promptly furnish Landlord the make, model, body style, and State and City License numbers of Tenant's vehicles.
 - g) Speeding and excessive motor/stereo noises will not be permitted on any part of the property.
 - h) No reckless driving is permitted in the parking areas. Any behavior, which might result in injury to pedestrians or damage to property, will be reported to local authorities.
 - i) Management assumes no responsibility for lost or stolen vehicles.
4. **SIDEWALKS:** The sidewalks of the buildings shall not be obstructed or used for any purpose other than for ingress and egress to and from the respective dwelling units. Bicycles, big wheels, skateboards, roller skates, and other toys with wheels are not allowed on the sidewalks. No bicycles and toys may be left on sidewalks or in yards. If left unattended, all bicycles and toys will be removed and held until claimed by an adult.
5. **GRILLS:** No hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within ten (10) feet of any structure or in accordance of more restrictive local ordinances.
6. **PLUMBING:** The water closets and other water apparatus shall not be used for any purpose other than for which they were constructed, and no rubbish, rags, papers, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature whatsoever shall be paid for by Tenant. Water shall not be left running any unreasonable or unnecessary length of time. No sanitary napkins, tampons, paper towels or anything other than toilet tissue are to be flushed in the stools. If any such objects are put in the stools and cause the stool to overflow, or any other plumbing problems, the cost of the plumber and any damage to the unit will be charged to the Tenant.



7. **MECHANICAL:** Tenant shall not interfere in any manner with any heating, lighting or plumbing apparatus, equipment or fixtures in or about the unit, nor in or about the building containing same, except such apparatus, fixtures and equipment used to serve Tenant's dwelling unit.
8. **LAUNDRY:** Laundry work shall be done only in the laundry area provided for such purposes. Unless Tenant's unit contains hook-ups for such devices, no washing machine, dryer, or other similar device may be installed without the prior written consent of the Landlord. Laundry room hours are posted at the Leasing Office.
9. **APPLIANCES:** No refrigerator or stove is to be moved from its present kitchen location without prior written consent of Landlord. No additional appliances can be installed.
10. **PLAYGROUNDS:** We ask residents and guests not to play in public areas such as halls, stairways, walkways, parking lots or any of the exterior landscaped areas. Do not climb or play on or around property fences. Many communities have playgrounds for such activities.
12. **KIDDIE POOLS & JUMP HOUSES:** Kiddie or wading pools and jump houses are not permitted.
13. **COMMUNITY ROOM:** If Tenant wants to use the community room, a reservation should be made through the manager, and a _____ deposit will be requested. If community room is left as found, the deposit will be totally refunded.
15. **EXTERMINATION:** Routine extermination service is provided at regular intervals. Each unit must be treated on the day scheduled by Landlord. It is imperative for effective treatment that all units are treated in the building on the same day.
16. **BED BUGS:** Attached to the House Rules is a document entitled "The Do's and Don'ts of Bed Bugs." All of the rules set forth in that document shall be implemented into the general rules and regulations, including but not limited to the following:
 - a) No used furniture or clothing may be brought into the rental unit without first being inspected by Management. Upon inspection, if Management finds any evidence of bed bugs in that furniture or clothing, it shall not be allowed to be brought into the rental unit for any purpose.
 - b) Management shall have the right to set limits on the amount of furniture that Tenants are allowed to have in the rental unit. Excessive furniture and personal property in a rental unit are leading causes of pest and bed bug infestation. If during any inspection, Management determines that there is excessive furniture and/or personal property in your rental unit, it may serve you a 30-day notice to comply or vacate to remove the excessive items. Failure to comply with that notice may be grounds for termination of tenancy.

Note: Management considers excessive furniture when unit's egress is blocked or when an emergency gurney cannot maneuver within a unit from room to room.

A Tenant reporting bed bugs may expect expeditious response and attention by the Landlord, but should be advised that inspection and, if necessary, treatment of bed bugs may take time to schedule. The inspections should occur within three (3) calendar days of the tenant report when possible.

Following a Tenant report of bed bugs, the Landlord staff trained in bed bug identification (or a



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third party pest control representative) may inspect any unit in the property to independently verify the presence of bed bugs and to treat an infestation. The Landlord may enter the unit to perform these activities, in accordance with the lease.

If bed bug infestation is found in the unit, the tenant may expect treatment to begin within five (5) days of the inspection, though depending on the form of treatment, this may not be possible. Tenants should be advised that treatment may take several weeks.

Tenants are expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in common areas such as hallways. Tenant cooperation is shown to expedite the control of bed bugs and to prevent spreading of infestations.

The Tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services. However, the Tenant may be reimbursed the cost of protective bed covers, at the Landlord's discretion.

18. **TRASH:** All trash must be placed in the trash chutes, dumpsters or recycling containers. Trash cannot be left outside the unit door or left outside the dumpster. Moisture proof bags should be used to carry waste to the disposal area, to prevent spillage, odors, and possible staining of carpeted areas. The Landlord is not responsible for hauling away items such as discarded furniture. Boxes and cartons must be broken down before being placed in dumpsters.
19. **LITTERING:** Littering on grounds/parking lots is not permitted.
21. **FURNITURE:** Waterbeds are permitted with Landlord's approval. Tenants are encouraged to purchase waterbed insurance.
22. **SMOKE FREE POLICY** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-no smoking building.
 - a) Definition - The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigarette, cigar, pipe, marijuana, or other tobacco product or similar lighted product in any manner or in any form.
 - b) Smoke-Free Community - Tenant agrees and acknowledges that the community and the premises to be occupied by Tenant and members of Tenant's household, has been designated as a no smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in said Smoke-Free Community, including in the unit rented by Tenant, the building where Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios, balconies, or yards, nor shall Tenant or members of Tenant's household permit any guests or visitors to smoke in said Smoke-Free Community.
 - c) Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations - Tenant and members of Tenant's household shall inform their guests and visitors of the no-smoking policy. Further, Tenant are encouraged to give Landlord a written statement of any incident where tobacco smoke is migrating into Tenant's unit from sources outside of Tenant's unit.
 - d) Landlord to Promote No-Smoking Policy - Landlord shall post no-smoking signs at



entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the No smoking Community.

- e) Landlord Not a Guarantor of No Smoking Environment - Tenant acknowledges that Landlord's adoption of a no smoking living environment, and the efforts to designate the units, buildings and adjoining grounds of the community as no smoking, does not make the Landlord or any of its managing agents the guarantor of the health of Tenant or Tenant's family members, or of the no smoking condition of Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the no smoking terms of its leases and to make the No Smoking Community as no smoking as is reasonably possible. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
 - f) Effect of Breach - A breach of this Lease House Rule shall give each party all the rights contained herein, as well as the rights contained in the Lease. The inhaling, exhaling, breathing of the smoke from or the carrying of any lighted cigarette, cigar, pipe, marijuana, or other tobacco product or similar lighted product in any manner or in any form shall be a material breach of this Lease House Rule . **A material breach of this House Rule may subject the Tenant to eviction due to material non-compliance with the House Rules.**
 - g) Disclaimer by Landlord - Tenant acknowledges that Landlord's adoption of a no smoking living environment, and the efforts to designate the community as no smoking, does not in any way change the standard of care that Landlord or managing agent would have to a Tenant household to render buildings and premises designated as no smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this House Rule is dependent in significant part on voluntary compliance by Tenant, members of Tenant's household, and Tenant's guests and visitors, as well as by other Tenants and guests and visitors in other parts of the No smoking Community. Tenants or family members with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are placed on notice that Landlord does not assume any higher duty of care to enforce this House Rule than any other landlord obligation under the Lease.
23. **FIREWORKS.** The possession of any type of fireworks in not allowed on the property. This is pursuant to local and fire ordinances and a violation of these ordinances could be subject to fines or penalties.
24. **POWER OUTAGES:** In the event of a power outage, the use of candles or other flammables is strictly prohibited.
25. **DELIVERIES/PACKAGES:** Delivery people will not be given access to an unit unless the tenant has furnished a written request to Landlord. Landlord is not responsible for signing for deliveries. Supplies, goods, and packages of any kind shall be held only as long as Landlord may provide and Landlord is not responsible for the loss or damage of any such property.
26. The use of common area facilities is restricted to authorized tenants and guests. Tenants must accompany their guests. The use of these facilities shall at all times be subjected to all rules and



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regulations established by Landlord with respect to said use.

27. **FIXTURES:** Tenant is responsible for closing all windows, turning off all electrical appliances and water faucets, and locking the entrance door upon leaving the unit.
28. **DOORS:** For fire and safety reasons, all unit entry doors are to be closed at all times.
29. **PERSONAL PROPERTY:** All Tenant personal property placed in the Unit shall be at risk of the Tenant. The Landlord will not be responsible for any damage to such personal property. Tenant is encouraged to have his/her own Tenant's insurance in order to be covered for fire, flood, water damage, theft, and damage to his/her own belongings. Landlord's insurance does not cover any of the foregoing items. The Landlord shall have the right, without further notice, to sell or otherwise dispose of any personal property left on the Premises or in the Building by the Tenant after the Tenant vacated Unit, and will comply with state and local law in regards to storing of Tenant property.
30. **MOLD / MILDEW:** Mold (also known as mildew) is found throughout the environment. Many species are commonly found on the skin of healthy people as well as in air and soil. Molds not only cause discoloration and odor problems but also may actually lead to the deterioration of building materials. As long as moisture is present, mold can grow; without moisture molds cannot reproduce. It is through undiscovered or ignored water problems that these organisms can become a health issue. In some cases, indoor mold may be growing on hidden surfaces (e.g., the backside of dry wall, wallpaper, paneling, the top of ceiling tiles, the underside of carpets and pads) and thus be less obvious during visual inspection. Hidden mold growth may be suspected if a building smells moldy. Remember these guidelines and you will help stop mold growth in your residence - preventing mold begins with you!

Keep your dwelling clean. Vacuuming, mopping, and using a household cleaner will remove the household dirt and debris that encourage mold growth.

- a) Immediately throw away moldy food.
- b) Remove moisture on windows, walls, ceilings, floors and other surfaces.
- c) Use exhaust fans in the bathroom and kitchen when showering or cooking.
- d) Be sure to keep the shower curtain inside the tub or fully close the shower doors.
- e) Wipe moisture off shower walls, shower doors, the bathtub and the bathroom floor.
- f) Leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated.
- g) Hang up your towels and bath mats so they will completely dry out.
- h) Promptly notify us in writing about any air conditioning or heating problems, water leaks, or signs of mold. Failure to promptly pay attention to leaks or moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth.
- i) Periodically open windows and doors on days when humidity is below 50% to help your dwelling dry out.

Prolonged moisture buildup can result from a wide variety of sources, such as:

- a) Rain leaking from roofs, windows, doors, or walls.
- b) Flood waters.
- c) Overflows or leaks from showers, bathtubs, toilets, lavatories, sinks, washing machines, dryer discharge vents, dehumidifiers, plumbing lines or fixtures, plants, pet urine, cooking spills, refrigerator or AC drip pans or condensation lines.
- d) Insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

Small areas of mold on non-porous surfaces (such as ceramic tile, Formica®, vinyl flooring,



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metal, wood, or plastic) can be cleared by first using soap (or detergent) and water, then letting the surface dry, and, within 24 hours, applying a pre-mixed, spray-on household cleaner such as Lysol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Only a few of the common household cleaners will actually kill mold and dead mold can still produce spores. Tilex® and Clorox® contain bleach which can discolor or stain so be sure to follow the instructions on the container. Do not attempt to clean mold on porous surfaces such as sheetrock or large areas on non-porous surfaces. In such cases, promptly notify the Landlord in writing of the problem.

Tenant agrees that Tenant shall be responsible for damage to the Unit and Tenant's property as well as personal injury to Tenant and Occupants resulting from Tenant's failure to comply with the terms of these provisions. A default under the terms of these provisions shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of these provisions and the terms of the Lease, the terms of this Addendum shall control.

31. DRUG-FREE HOUSING: In consideration of the execution of renewal of a Lease of the dwelling unit identified in the Lease, the Landlord and Tenant agree as follows:

- a) Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity including related criminal activity, on or near the project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802]).
- b) Tenant, any member of the tenant's household, or a guest or other person under the tenant's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near the project premises.
- c) Tenant or members of the household **will not permit the dwelling unit to be used, or to facilitate, criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- d) Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the project premises or otherwise.
- e) Tenant, any member of the tenant's household, or a guest or other person under the tenant's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or near the project premises.
- f) **Violation of the above provisions shall be a material violation of the lease and good cause for termination of tenancy.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation and a material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- g) In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.
- h) This Lease Addendum is incorporated into the Lease executed or renewed this day between the Landlord and Tenant.

32. UNIT UTILIZATION:

Larger unit than necessary. Tenant may be assigned a unit larger than family composition



requires if the Tenant agrees to move to a unit of an appropriate size when such unit becomes available.

Mobility Accessible Unit. A Tenant not requiring a mobility accessible unit may be assigned an accessible unit if that Tenant agrees to move to a non-accessible unit when:

- j) A person requiring a mobility accessible unit is placed on the project's wait list; and
- k) A standard unit is available within the project.

Depending upon the circumstances of the transfer, a tenant may be obligated to pay all costs associated with the move. However, if a tenant is transferred as a reasonable accommodation to a household member's disability, then the owner must pay the costs associated with the transfer, unless doing so would be an undue financial and administrative burden.

33. **SMOKE DETECTOR AGREEMENT:** This premise is equipped with _____ smoke detector(s). Tenant is encouraged to test the smoke alarm weekly by pushing the "TEST" button on the smoke detector for five (5) seconds. The alarm should sound when the button is pushed. If there is no sound, TENANT shall inform LANDLORD or authorized agent immediately in writing. Failure to comply with this agreement will violate paragraph of the lease and could result in termination of tenancy.
35. **ABSENCE FROM UNIT:** The Tenant is allowed to be away from the unit for up to 90 days for reasonable cause; however, for periods of absence over 60 days and 180 days with medical reasons as a justified set of circumstances with verifiable reasons will be required. Possible extenuating circumstances would be in the event that a Tenant is confined to either a hospital or a nursing home where the intent to return is evident, or prolonged visits with relatives because of need for extensive home patient care. This determination will be made on a case-by-case basis. If the absence exceeds 90 days, the Tenant must have a medical professional's statement in writing that in his/her professional opinion the Tenant will be able to return to their unit in a reasonable amount of time.
37. **VISITORS:** A guest may visit for a total of 30 days in a calendar year; however each visit cannot exceed 7 consecutive calendar days. Tenants may request a time extension by contacting the Management office. The Landlord may ban visitors for anti-social behavior. Visitors banned for anti-social behavior, will be restricted from entering the property. The Tenant will be notified in writing by the Landlord when a guest of his/hers has been banned. Tenants will be required to sign an agreement stating their understanding and agreement not to allow the banned visitor into their unit. Failure to sign such an agreement or violation of the signed agreement is grounds for lease termination.
38. **VIOLENCE AGAINST WOMEN ACT (VAWA):**
VAWA protections apply equally to all individuals regardless of actual or perceived sexual orientation, gender identity or marital status. In addition, VAWA protections are provided to affiliated persons which includes 1. A spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in place of a parent or guardian; or 2. Any individual, resident/applicant, or lawful occupant living in the household of that individual.

An incident or incidents of actual or threatened domestic violence or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. The Agent shall not deny admission to the apartment community to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant otherwise qualified for assistance or



admission.

The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if management has reason to believe that there is an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenants' residency is not terminated, then evicting a victim will remain an option, the VAWA notwithstanding.

If a tenant or applicant is seeking VAWA protections from the property it is expected that a written request is submitted. Management requests that tenants/applicants submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking. The tenant/applicant or someone on their behalf may complete and submit to management the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (Form HUD-5382) or you may submit one of the following types of third-party documentation within 14 business days from the date a notice of lease violation or rejection notice is provided to tenants/applicants:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Refer to the VAWA Lease Addendum for additional information on protections.

39. **CRIMINAL BACK GROUND CHECK:** A criminal history check will be obtained for each adult resident as part of the annual recertification process. This criminal history check is in accordance with federal and state laws and is outlined in the HUD Occupancy Handbook 4350.3. POAH Communities reserves the right to evict all households and /or household members that are not in compliance with the POAH Communities Criminal

Screening Policy. The Landlord has the right to compare the information it collects as part of the recertification process, including but not limited to the criminal background check, with the resident's prior completed recertification forms, rental applications, or other documents provided by the resident to the Landlord a "Prior Form". A finding that a tenant has made a material misrepresentation on the Prior Form shall be grounds for eviction of the household. Any crime included on the criminal background check which was not represented on the Prior Form shall be grounds for eviction regardless of whether it was committed prior to or after the tenants admission to the property. Similarly, grounds for eviction shall exist if a tenant was evicted from federally-assisted housing by reason of drug- related criminal activity or is listed on the states required lifetime sexual offender list and failed to indicate this fact on a Prior Form if such prior form requested this information. Residents may file a grievance, request a meeting and provide explanation or mitigating circumstances regarding any misrepresentation within 14 days of notification.



40. **EQUIPMENT AND APPLIANCE OPERATION:** Tenant shall operate all fixtures equipment, and appliances furnished by Landlord in accordance with the directions of the manufacturer or as directed by Landlord, and any damage thereto due to negligence or carelessness of Tenant, members of Tenant's family or Tenant's guests shall be promptly repaired at Tenant's cost.
41. **DISCLOSURE OF RULES:** Tenant has read and agrees to abide by the above rules and regulations. Rules may be changed or additional rules imposed by Landlord upon 30 days written notice to Tenant, and Tenant agrees to abide by the same.

[Agreement to Abide by Rules and Signatures on next page.]



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AGREEMENT TO ABIDE BY RULES

The undersigned have read and agree to abide by the above policies. Failure to abide by the above terms is a violation under this lease and may result in eviction or loss of all or a portion of Tenant's deposit.

I/We agree to all terms and conditions of the Rules and Regulations set by POAH Communities, LLC.

SIGNATURES:

TENANT BY:

1. _____

Date Signed

2. _____

Date Signed

3. _____

Date Signed

4. _____

Date Signed

5. _____

Date Signed

6. _____

Date Signed

LANDLORD BY:

Date Signed

