



_____ Housing Partners, LP
dba: _____ Apartments
LEASE AGREEMENT



This Lease is made this _____ day of _____ between _____
Housing Partners, LP dba: _____ Apartments Company as Management
 Agent (hereinafter referred to as “we,” “us,” “Management” or “Landlord”), and
 _____ as RESIDENT(S) (hereinafter jointly and
 individually referred to as “you”). We permit you exclusive occupancy of the dwelling unit,
 described as follows:

A dwelling unit at **W. _____ Ave., CA** designated as **Unit # _____**, will be fully
 furnished and have the following: fixtures, accessories, and appliances. Appliances included:
 refrigerator, microwave, electric oven/stove and heating/air unit (hereinafter referred to as
 “the Dwelling Unit”), located at _____ **Housing Partners, LP dba:**
_____ Apartments (hereinafter referred to as the “Property”).

This Lease is subject to the following terms, conditions, covenants, and agreements:

1. **Regulations:** This Lease and your occupancy of the Dwelling Unit are governed by the regulations of the California Tax Credit Allocation Committee (hereinafter “Regulations”). The Regulations are derived from the programs of the public agency (hereinafter “Programs”).
 - A. The Regulations provide for a specific maximum monthly rent which may be charged for the Dwelling Unit, which amount is subject to annual adjustment based upon median incomes as determined by HUD. The Regulations also require that dwelling units at the Property be leased to “Qualified Households” as defined by Section 42 of the Internal Revenue Code. Qualified Households must meet certain income limitations. You agree to notify us immediately of any change in the composition of the household members residing within the Dwelling Unit.
 - B. The Regulations provide for specific qualification restrictions with respect to occupancy of Program units by full-time students. You acknowledge that qualification to remain as a resident is at all times dependent upon the household meeting all student status requirements. Should your household fail to meet all student status requirements, you will be deemed an unqualified resident and will be subject to immediate eviction. You agree to notify us immediately of any change in student status by any member of your household.

2. **Term:** This Lease will begin on _____ and will end on _____; or until terminated by either you or us as provided in this Lease. Following the initial lease period, your tenancy shall be on a month-to-month basis subject to the same conditions in item 20 herein.

3. **Rental Charges:** The rental charges for the Dwelling Unit are \$_____ per month to be paid by or on behalf of you to us at our Administrative Office located at _____.

However, you agree to pay \$_____ for the partial month ending _____. Rental charges shall be paid in advance on or before the first day of each month, and are late if not paid before the end of the fifth (5th) day. If rental charges are not paid by the fifth (5th) day of the month, you will be charged a late fee of \$20.00. Rental charges shall be adjusted annual in accordance with Section 4.

4. Income Certification and Recertification:

A. Your eligibility for this rental charge payment is based on information that you have provided to us regarding your household income and assets. Each year, prior to renewal of the Lease, within 30 days after receiving notice from us, you agree to provide updated information on forms we provide you. You agree that all such information regarding household income and assets provided to us is true, complete, and correct to the best of your knowledge. You further agree that failure to provide such information, or providing false information, may result in the termination of your occupancy and eviction from the Dwelling Unit. If you fail to provide the required information on time, you will be liable for any rental charges adjustment pursuant to Subsection B below from the effective date of the new Lease. You agree that all information supplied by you shall be subject to inspection by representatives from the Programs.

B. We will adjust the rental charges payment described in Section 3 as allowed by the Regulations annually, except that the first- year adjustment may occur within less than 12 months so that the Lease period will coincide with the project fiscal year or move-in annual certification. We will give you 30 days' written notice prior to the effective day of any new rental charges and will execute a new Lease or Lease Amendment providing the rental charges adjustment.

C. Management must be immediately notified if changes to the current household status occur. This includes, but is not limited to, changes in:

- Household members: A household may add household members as long as at least one member of the original low-income household continues to live in the unit. Once all the original tenants have moved out of the unit, the remaining tenants must be certified as a new income-qualified household. (Management approval is required prior to any changes in household composition)
- Income or Assets
- Full Time Student Status
- Need for a Live-In Attendant

5. Security Deposit: You will pay us, in advance of occupying the unit, a security deposit in the amount of \$_. We may apply the deposit after you vacate the premises to repair any loss or damage caused by you or your guests to the Dwelling Unit or the Property other than normal wear and tear. We may also apply the deposit for the payment of rental charges due and owing from you. Within twenty-one days after you vacate the premises, we will repay the security deposit, less any deducted amounts, to you at your forwarding address or other such address as you may designate. At the same time, we

will provide you with a written itemized statement describing the reason for and the cost of any deductions from the deposit.

- 6. **Utilities:** You will pay for telephone service, cable and internet. We will pay for Water/Trash/ Sewer and Electricity.

- 7. **Use:** You shall use the Dwelling Unit as, and only as, your primary place of residence. The Dwelling Unit shall be occupied only by members of your household consisting of _____ Adults (anyone 18 years of age and over) whose names are listed below, and _____ Children (anyone under 18 years of age) whose names and ages are listed below:

You must request permission from us in writing, and receive written approval from us, prior to allowing another person to reside in the Dwelling Unit.

- 8. **Maintenance:** You shall keep the Dwelling Unit and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If you or your guests cause or permit damage to the Dwelling Unit or the Property, you shall be liable for cost to repair the damage. Where damage or disrepair is not the responsibility of you or your guests, we will repair and maintain the Dwelling Unit, fixtures, accessories, and appliances in accordance with applicable state and local laws concerning the condition of the Dwelling Unit and common areas.

- 9. **Remodeling and Alterations:** You shall not undertake any remodeling, redecoration, or alteration, including painting and wall papering, to the Dwelling Unit or the Property without receiving our written permission.

- 10. **Rules:** You, your household members, and guests, shall not cause or permit in the Dwelling Unit or in common areas, excessive noise or any other activity which disturbs the peace and quiet of other residents or neighbors. You, your household members, and guests, shall not cause or permit any activity constituting a nuisance on or about the Property or which adversely affects the health or safety of any person, nor shall you, your household members, or guests, interfere with the management of the Dwelling Unit or the Property. You, your household members, and guests, shall not cause or permit any illegal activity or use in the Dwelling Unit or in common areas. You, your household members, and guests, shall comply with the written House Rules we issue regarding the use of the Dwelling Unit and common areas of the Property. We will provide a copy of the House Rules to you. Any amendment to the House Rules shall be in writing and effective 30 days after the notice thereof to you. By initialing below, you acknowledge receipt of a copy of such House Rules, a copy of which is attached to and made a part of this Lease. _____ (Initial) _____ (Initial)

11. Sublease or Assignment: You shall not lease the Dwelling Unit or any portion thereof, or assign this Lease. If you attempt to lease the Dwelling Unit or any portion thereof or assign this Lease, this Lease shall be null and void and no right to occupy the Dwelling Unit shall arise from any attempted sublease or assignment.

12. Entry and Inspection: We or our Agent may enter and inspect the Dwelling Unit after giving reasonable notice to you for:

- Making necessary or agreed-upon repairs;
- Inspecting for compliance with the Terms of this Lease;
- Showing the Dwelling Unit to lenders, purchasers, residents, contractors, repair workers, or representatives from the Program;
- Performing contracted pest control services;
- Conducting annual and any other inspections;

Twenty-four (24) hours or more shall be considered reasonable notice for the purpose of entry and inspection. In addition, we or our agent may enter the Dwelling Unit without notice, if necessary, in an emergency such as fire or flooding.

13. Joint Responsibility: You must be 18 year of age or older, or a minor not under the care of a parent or guardian, to sign this Lease. This Lease is between us and each person executing this Lease jointly and individually. In the event of default by anyone, each and every remaining person who executed the Lease shall be responsible for payment of the total rental charge payment stated in Section 3 or amended by Section 4 and all other provisions of the Lease.

14. Hold Harmless Waiver: We do not provide insurance for your personal property. You agree to indemnify and hold us harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by you, a household member, or any other person in the Dwelling Unit with your consent, or the consent of any household member except as may be caused by our negligence. Management encourages renters to carry their own renter's insurance.

15. Possession: If we are unable to deliver possession of the Dwelling Unit at the time this Lease begins, we shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but you shall not be liable for rental charges until possession is delivered. You may terminate this Lease by written notice to us if possession is not delivered within three days of the beginning of the terms of this Lease.

16. Late Charges and Other Costs of Default: You covenant and agree that, in addition to the other sums that have become or will become due, pursuant to the Terms of this Lease, you shall pay to us a late charge in the amount of **\$20.00** for each payment of Rental Charges, or part thereof, more than 5 days in arrears.

NSF Checks-In the event that your rent check is returned for insufficient funds, a **\$15.00** charge will be assessed. If this is the first occurrence, you will be allowed to pay your next month's rent via personal check; but

- a. If this is the second occurrence, your next (6) six months of rent payments will have to be in the form of Cashier's Check or Money Order; and
- b. If this is the third occurrence, we reserve the right to terminate your tenancy and to commence eviction proceedings.

17. Your Obligations: You agree to:

- A. Comply with all obligations imposed upon you by the provisions of state and local building codes materially affecting health and safety.
- B. Keep the Dwelling Unit and such other areas as may be designated for your exclusive use in a decent, clean, sanitary, and safe condition, and the inside of the Dwelling Unit maintained according to acceptable housekeeping standards.
- C. Dispose of garbage, rubbish, and other waste from the Dwelling Unit in a sanitary and safe manner.
- D. Use, and ensure that household members and guests use, only in a reasonable manner (and in a manner designed to conserve water, gas, and electricity) all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.
- E. Promptly notify us of the need for repairs to the Dwelling Unit and any known unsafe conditions in the common areas and grounds of the Property which may lead to damage or injury.
- F. Refrain from, and ensure your household members and guests to refrain from, damaging, destroying, defacing, or removing any part of the Dwelling Unit or Property, including placing contact paper, decals, or paint on the Dwelling Unit.
- G. Pay the repairs costs for the repair of damage to the Dwelling Unit, Property, facilities, or common areas, caused intentionally, recklessly, or negligently by you or your household members or guest, normal wear and tear excepted.
- H. Conduct yourself, and ensure that household members, guests and other persons who are at the Dwelling Unit, or on the Property with your consent conduct themselves, in a manner which will not disturb neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the Property, and the neighborhood, in a decent, safe, and sanitary condition.
- I. Not engage in, and ensure that no household member, guest, or other person under your control at the Property engages in, any criminal activity at the Dwelling Unit, or on or off the Property. Such criminal activity includes but is not limited to any conduct that threatens the health or safety or rights of any resident of the Property, (including Management staff residing on the Property), Management staff or

persons who are on or near the Property, or that threatens the right of any resident, guest or neighbor in the immediate vicinity of the Property, to the peaceful and quiet enjoyment of their residence or property.

- J. Comply with, and ensure that household members, guests, and other persons under your control at the Property comply with, the written House Rules described in Section 10 above.

18. Our Obligations: We agree to:

- A. Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.
- B. Within a reasonable time, make or require necessary repairs to the Dwelling Unit to keep them in a habitable condition.
- C. Keep project building, facilities, and common areas, not otherwise assigned to you for maintenance and upkeep, in a clean and safe condition.
- D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by us.

19. Termination and Eviction:

- A. After the initial lease period you may terminate your tenancy in the Dwelling Unit by giving 30 days' written notice to us. If you do not give the full 30 days' written notice, you shall be liable for rental charges up to the end of the 30 days for which notice was required or to the date the Dwelling Unit is reoccupied, whichever comes first. You agree to vacate the Dwelling Unit no later than the expiration date of such notice, remove all your personal property, and leave the Dwelling Unit clean and in good repair.
- B. We may terminate this Lease in accordance with the law, and only for good cause. Good cause for termination shall include, but is not limited to:
 - 1) Abandonment of the unit by you.
 - 2) Material or repeated violation of the terms of this Lease or the House Rules by you, any household member, guest or other person under your control at the Property. A material violation includes but is not limited to:
 - a. Failure to pay rent charges or any other financial obligation under the Lease in a timely manner; or
 - b. Four or more late rent payments within any 12-month period (received after the fifth day of the month), or

- c. Failure to reimburse us within 30 days or other reasonable time agreed upon by you and us for repairs required to maintain the Dwelling Unit (Section 8 of this Lease), or
 - d. A violation resulting in damage to the Dwelling Unit or any other portion of the Property, or
 - e. A violation which adversely affects the health, safety, or quiet enjoyment of any resident or visitor to the Dwelling Unit, or
 - f. A violation which interferes with our responsibilities.
- 3) Intentional misrepresentation or intentional failure to state any fact or facts, including facts concerning your income and assets, upon which we have relied in agreeing to enter into this Lease.
- 4) The failure or refusal by you or any household member to provide income information upon "Income Certification" required by Section 4 of the Lease, or the intentional provision of false or incomplete information.
- C. You shall be held responsible for the acts and activity of all household members, guests and other persons under your control. We may terminate this Lease for criminal activity by you, any household member, guest and other person under your control, regardless of whether there is an arrest or conviction.
- D. Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction

20. Waiver: Our failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained in this Lease or house rules, or any of them, shall not constitute or be construed as a waiver or relinquishment of our right hereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

21. Additional Lease Provisions: Additional provisions are incorporated and attached to this Lease as Addendums:

- Attachment 2: _____ House Rules & Regulations
- Attachment 3: Tax Credit Lease Rider
- Attachment 4: LIHTC Addendum
- Attachment 5: VAWA Addendum
- Attachment 6: Tax Credit Lease Addendum for PBV residents (PBV units)
- Attachment 7: Key Addendum
- Attachment 8: Non- Discrimination Addendum
- Attachment 9: Schedule of Maintenance Charges
- Attachment 10: Work Order Procedures
- Attachment 11: Grievance and Appeal Procedures
- Attachment 12: Parking Rules
- Attachment 13: Furnishing Addendum

22. Acknowledgment: As consideration for your continued fulfillment of the terms and conditions of this Lease, we agree that you may, during the effective period of this Lease, have and enjoy the use of the Dwelling Unit described above.

Management Agent

By: _____
Name
Property Manager
Title

Date: _____

Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____



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*TDD Telephone device for the deaf only:
California Relay Service (711)*

The purpose of these House Rules is to help ensure the safety and comfort of our Residents, and to advance the quality of our Community as a whole. These rules also ensure that we comply with applicable laws and regulatory requirements in a manner that is consistent and fair.

This document is divided into three sections: (1) Resident Safety & Comfort, (2) Care & Use of Units, and (3) Community Safety & Care. "Residents" shall mean any person listed as an occupant in the Lease for a Dwelling Unit, including the head of household and all household members. "Dwelling Unit" shall mean the dwelling unit rented under the written Lease. "The Property" or "Community" shall mean _____ Apartments "Covered Persons" shall mean members of the household, a guest, a visitor or other person under a Resident's control or invitation at the Property.

1. RESIDENT SAFETY & COMFORT

- 1.1. **Occupants & Visitors** - Only those persons listed on a Lease may live in the Dwelling Unit. Any changes in household size, including a birth, death, or other removal of a Resident from the Lease, must be reported to Management within five days.

Residents wishing to add a person to their lease must contact Management prior to that person moving in. All persons to be added to the lease must qualify under the Resident Selection Criteria and be approved by Management prior to move-in.

Visitors and guests may stay in a unit for a cumulative total of fourteen nights per year. Prior written consent of Management is required for any stay that might, or does, exceed the fourteen-day total.

- 1.2. **Guests/Visitors** - Residents shall be held responsible for the conduct and actions of their guests or visitors while guests or visitors are on the Property. In addition to any other actions that Management might take, Residents will be charged for any damage or waste that results directly from the actions of their guests or visitors.
- 1.3. **Subleasing** - Residents cannot sublet the whole or any part of their Dwelling Unit, either voluntarily or by operation of law, nor allow said Dwelling Unit to be occupied by anyone who is not on the signed Lease Agreement. Residents cannot assign the Lease.
- 1.4. **Waste and Nuisance** – All Residents are entitled to quiet enjoyment of their Dwelling Units, and of the Property. Residents and Covered Persons may not commit or allow waste or nuisance in or around their Dwelling Unit or the Property. Residents and Covered Persons may not create or permit any condition that results in a risk to the health, safety, property, or quiet enjoyment of other Residents, or of the Community as a whole.
- 1.5. **Noise** - So as not to disturb the peace and quiet enjoyment of other Residents and neighbors, Residents and Covered Persons must keep noise at a reasonable level at all times. Unreasonably loud sound or noise that disturbs the quiet enjoyment of others is not allowed. Residents and Covered Persons must also not cause noise disturbance from their vehicles, such as loud music or engine racing.

QUIET HOURS ARE OBSERVED BETWEEN 10:00 PM AND 7:00 AM ON WEEKDAYS, AND 10:00 PM AND



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9:00 AM ON WEEKENDS. During these hours, noise from within a unit must not be audible from outside, and noise is not allowed in common areas, and Residents using any outdoor space may be asked to go inside if the noise level is disturbing others.

Persistent noise problems or recurring complaints regarding loud, obnoxious or disturbing behavior constitute a material breach under the terms of the Lease.

- 1.6. **Criminal or Wrongful Activity** – Residents, and Covered Persons, must not engage in criminal or wrongful activity on or off the Property.
Management may terminate the tenancy for criminal or wrongful activity by a Resident or Covered Person

- 1.7. **Drug-Free Environment** – Residents and Covered Persons shall not engage in drug-related criminal activity on or near the Property.

“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 Substances Act – 21 U.S.C.k.802).

Possession or use of medical marijuana in the Dwelling Unit or on the Property is strictly prohibited.

- 1.8. **Firearms & Weapons** – The following are not permitted on the Property: an unlicensed firearm; an unlawful firearm; an unlawful weapon; fireworks; explosive material. Residents and Covered Persons cannot unlawfully possess any firearm, or unlawfully use or brandish any firearm or weapon on the Property. Residents and Covered persons cannot use any bb-gun, pellet gun, or slingshot on the Property. Using an imitation weapon or firearm as a threat to the health, safety, or peaceful enjoyment of any Resident, employee, or member of the public, who is on or near the Property is strictly prohibited. Brandishing an item as a representation of a weapon or firearm is strictly prohibited.
- 1.9. **Harassment** – Residents and Covered Persons shall not harass, or threaten, other Residents, guests, visitors, Management employees, workers, vendors or other persons on the Property.

Harassment includes verbal, physical and visual conduct that creates an intimidating, offensive, or hostile environment for any Resident, guest, visitor or other person on the Property, or which interferes with the work performance of Management employees, workers, or vendors. Some examples include racial slurs; ethnic jokes; posting of offensive statements or posters; or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal, or physical conduct of a sexual nature.

Any incident of harassment should be properly reported in writing to the Property Manager, who is responsible for investigating the matter. Managers that receive complaints or that observe harassing conduct should inform Property Management’s Regional Manager for the Property immediately. Property Management emphasizes that complaints do not have to be submitted to the Manager if the Manager (or his or her staff) is the individual being accused of harassment. Such complaints can be submitted to the Manager’s supervisor or the local Property Management office.



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Every complaint that is reported to the Manager or Manager's Supervisor will be investigated thoroughly, promptly and in a confidential manner. Retaliation against any Resident for making a complaint to the Manager or to any other member of Management is prohibited.

- 1.10. **Interference with Job Responsibilities** – Residents and Covered Persons are prohibited from interfering with the job responsibilities of, or in any way threatening, employees of the Property Management Company, and of its authorized vendors or its service providers.
- 1.11. **Outdoor Areas** - Outdoor activities which may pose a risk to the health and safety of the person engaging in the activity, or to any other person, or which may cause damage to Property, are prohibited in any area not specifically designated by Management for such activities.
- 1.12. **Keys** - Only Residents on the Lease Agreement are allowed to possess keys to the Dwelling Unit or designated area within the Property. Keys may not be duplicated or given to guests, relatives, chore workers, or any other person without written permission from Management.

One set of keys will be issued to each Resident household. Additional keys will be charged to the Resident at cost, and Management reserves the right to deny a request for additional keys.

Upon termination of the Lease, 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.

- 1.13. **Lockouts** - Residents should take care not to lock themselves out of their Dwelling Unit. A service charge of \$25 will be levied against Residents who lock themselves out of their Dwelling Unit more than 3 times. After business hours, Residents must contact a licensed locksmith to gain entry to their Dwelling Unit at their own expense. Management does not provide lock out services.
- 1.14. **Lost Keys** - Residents must notify Management immediately if a key is lost. Resident shall be charged the replacement cost for each key lost. For Resident safety, Management reserves the right to change a lock at the Resident's expense when the Resident has lost a key.
- 1.15. **Lock Changes** - Management may change locks on doors or windows upon a Resident's request. If the lock change is requested in order to protect a Resident from a non-household member management will change the lock provided that a court order prohibiting the non-household member from contacting the Resident, or police report naming the person, accompanies said request. If the lock change is requested in order to protect a Resident from another household member, management will change the lock provided that a court order prohibiting the household member from contacting the Resident accompanies said request. Management will not charge the Resident for the first lock changed, so long as a police report or court order is provided. Subsequent lock changes will be at Resident's expense.
- 1.16. **Restraining Orders and/or Stipulated Agreements** – Residents are required to inform the Property Manager in writing, within 24 hours after being served, of all restraining orders, emergency protective orders, and/or stay away orders of any kind. Residents must comply with all such orders until lifted by proper authorities or for the duration of a stipulated agreement, if applicable.
- 1.17. **No cash** – Except where required by law, neither cash nor blank money orders/checks will be accepted in payment for rent, repairs or other charges.



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- 1.18. **Tipping and Gifts to Staff** – Tipping and giving gifts to staff is strictly prohibited.
- 1.19. **Resident Businesses** – Residents are prohibited from operating a business of any kind or engaging in business activity on the Property, including inside the Dwelling Unit. Exceptions apply for incidental businesses (as provided in HUD Handbook 4350.1) and a licensed small family day care home, provided that Resident provides 30 days advance notice of the operation of the family day care home and fully complies with Health and Safety Code Sections 1597.30-1597.621, and all other laws and requirements related to the operation of the small family day care home now in effect or subsequently enacted.
- 1.20. **Pets & Accommodation Animals** – Pets are permitted at this housing Community. All pets must be approved in advance by Management before the pet moves on-site. Residents must contact Management to schedule a meeting. Management will meet with the Resident and pet. Following the approval of any pet by Management, the Resident and all adult Household Members will be required to sign and comply with the terms of the Pet Agreement and all Pet Rules described within the Pet Agreement. Residents and their guests may not bring visiting animals or pets to the Property, with the exception of Accommodation Animals. Under no circumstances are aggressive animals allowed on the Property.

Residents shall not feed or house wild, stray, or feral animals on or near the Property.

Accommodation Animals must be approved in advance by Management before the Accommodation Animal moves on-site. Residents must contact Management to schedule a meeting. Management will meet with the Resident and the Accommodation Animal. Following the approval of any Accommodation Animal by Management, the Resident and all adult Resident members will be required to sign and comply with the terms of the Accommodation Animals Agreement. Under no circumstances are aggressive animals allowed on the Property.

- 1.21. **Unit Transfers** - Management will strive to transfer Residents for medical necessity or to correct under-or over-occupancy, as appropriate units become available.

Transfers to same-size units are not permitted unless determined by Management to be a medical necessity. Proper documentation through a Reasonable Accommodation process will be required for medically-based transfers.

Residents will be transferred to units of the bedroom size appropriate for their family, based upon eligibility and income limits.

Transfer requests must be made in writing, and will be placed on a unit transfer list according to date received.

- 1.22. **Continuous occupancy** - Affordable housing may be rented only to eligible Residents who occupy a Dwelling Unit on a continuous basis as their only residence. The following rules apply to absences:

- 1.22.1. Residents shall notify Management in writing within 10 days if any member of the household takes residence in any other location.



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- 1.22.2. If any Resident is, or is expected to be, absent from the Dwelling Unit for 30 days or more, the Resident or other household member shall notify Management in writing within 10 days from the start of the absence.
- 1.22.3. The Resident, or other household member, must supply any information or certification requested by Management to verify that the Resident or household member is living in the Dwelling Unit, or relating to family absence from the Dwelling Unit, including any Management-requested information of certification on the purpose for the absence. The Resident and household members must cooperate with Management for this purpose. If the Resident is absent from the Dwelling Unit for more than 180 consecutive days the Dwelling Unit shall be deemed abandoned and management will terminate the lease, unless there are extenuating circumstances such as a medical reason, or unless the household adequately verifies that the Resident is still residing in the Dwelling Unit.
- 1.22.4. During such absence, Management may, without notice, enter the Dwelling Unit at times reasonably necessary to maintain the Dwelling Unit or the Property, and to inspect for damage and needed repairs.
- 1.23. **Options for Persons with Disabilities** – Management has a legal obligation to provide "reasonable accommodations" to Residents if they or any person on the lease requires such an accommodation. Compliance actions may include reasonable accommodations as well as structural modifications to the Dwelling Unit or the Property, to the extent these can be implemented without creating an undue financial or administrative burden to the Property.

Examples of reasonable accommodations and structural modifications include:

- Allowing residents with disabilities that prohibit them from writing to communicate with management through alternative means including, but not limited to, verbal methods or the use care takers, family, friends, or interpreters;
- Making alterations to a unit so it can be used by a Resident with a wheelchair;
- Installing strobe-type flashing light smoke detectors in an apartment for a Resident with a hearing impairment;
- Permitting a Resident to have a seeing-eye dog to assist a vision impairment;
- Making large type documents or a reader available to a vision-impaired Resident;
- Making a sign language interpreter available to a hearing-impaired Resident;
- Permitting an outside agency to assist a Resident with a disability to complete their annual recertification.

A reasonable accommodation may be requested at any time during residency. Residents may choose not to disclose the nature of their disability to Management. If a Resident chooses to make a reasonable accommodation request, the Resident waives the right to privacy concerning the situation only to the extent necessary to verify the need for such accommodation/modification.

- 1.24. **Accessible and Adaptable Units** – If Resident resides in a unit that is designed to be accessible or adaptable for persons with disabilities, Resident agrees to transfer to a reasonably comparable unit (which may, or may not, be designed to be accessible or adaptable for persons with disabilities), if Resident's Dwelling Unit is needed for persons requiring these special features. If the Property is federally subsidized, the cost of this relocation will be borne by the Property. If Resident has been



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assigned a parking space that is designed to be accessible to persons with mobility impairments, Resident agrees to use a different parking space if Resident's assigned space is needed for persons requiring these special features.

- 1.25. **Grievance Procedure** - If an Applicant or Resident feels Management has acted in a discriminatory manner, Residents have the right to follow the grievance procedure. Please see Management for a copy of that procedure.

If a Resident feels they have been discriminated against based on a disability, they may also contact the local 504 Coordinator,

- 1.26. **Video Surveillance Policy** –Video Surveillance Cameras are in operation at this Property. Video surveillance is only used for the protection and safety of employees, Residents, visitors, assets and Property of the Company and its clientele. However, the presence of surveillance cameras is NO GUARANTEE of the safety and security of a Resident or their belongings.

2. CARE & USE OF UNITS

- 2.1. **General Care of Units** - Residents must maintain their Dwelling Unit in a decent, safe and sanitary condition at all times, including entrances, patios, backyards and other areas designated in the Lease.
- 2.2. **Unit Inspections** - Prior to initial occupancy, units will be properly cleaned by Management and rendered in good condition. Management and Resident will conduct a joint inspection at move-in to record the condition of the Dwelling Unit at that time.

Management will perform inspections quarterly, semi-annually, or annually of all facilities and units, and other inspections as needed, for safety, fire prevention, and lease compliance. 24-hour notice will be provided, except in the case of emergencies. With 24-hour notice, Management reserves the right to inspect units on an as-needed basis in addition to any regularly scheduled routine inspections.

Except in the case of an eviction, Residents have the right to a pre-inspection prior to move-out to assess the condition of their Dwelling Unit and to identify items and costs which would be charged to the Resident at move-out if not repaired, replaced, cleaned or otherwise put in satisfactory condition prior to move out. The purpose of the pre-inspection is to allow the Resident the opportunity to correct any issues in advance. Following the pre-inspection and with 48-hour notice, Management and Resident will conduct a joint inspection to record the condition of the unit at that time. Resident will be assessed for all expenses that may be required to restore the unit to its move-in condition, and to repair damage to the unit beyond ordinary wear and tear.

- 2.3. **Maintenance/Repair Reporting Responsibilities & Work Order Requests** – Residents are required to report within 24 hours plumbing, heating, weatherproofing and other defects, and safety or security problems, whether in the Dwelling Unit or in common areas of the Property. Residents must advise the Management Office when maintenance or repair work is required in the Dwelling Unit. During normal business hours [Monday thru Friday 8:30am – 5pm], Residents must go to the Management Office and complete a Work Order Form. If a Resident cannot come to the office in person, the Resident may call the office and Management will complete the Work Order Form with the Resident over the telephone.

If Residents have a maintenance emergency after business hours, they may call the Management Office telephone number and the answering service will receive the Resident's call and contact Management



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Staff. All after-hours non-emergency maintenance must be reported the next business day to the Management Office and will be handled during normal business hours.

All work to repair damage caused by Resident or Covered Persons will result in reasonable charges to the Resident's account. Maintenance staff charges will be the equivalent of their wage rate and benefits cost per hour per staff person plus materials for maintenance and repairs beyond normal wear and tear or due to negligence on the part of a Resident or guest.

- 2.4. **Maintenance Hours** - Routine maintenance will be handled during normal business hours. Maintenance emergencies that occur outside normal business hours may be reported via phone at (213) 607-2437.
- 2.5. **Relocation For Repairs** - In the event the Property Management Company determines that relocation of the Resident Household is necessary to facilitate repairs or maintenance in the Dwelling Unit Resident shall relocate to another unit, or relocate temporarily to another unit or other location such as a hotel. Upon reasonable notice to Resident, Management may substitute for the Dwelling Unit a comparable unit within the Property and thereupon such other unit shall be deemed to be the Premises covered by the Lease and these Rules. If the Property Management Company deems the relocation as temporary, then within two calendar days after written notice of the completion of the repairs and maintenance in the Dwelling Unit, from management to Resident, Resident shall return to, and reoccupy, his or her original Dwelling Unit leaving the substituted unit or other location completely empty.
- 2.6. **Fire Hazards** – Flammable materials must be stored in sealed containers away from heaters, ranges or other sources of heat. Residents shall not store furniture or materials that may pose a fire, health or safety hazard.
- Oxygen tanks must not be stored outside the Dwelling Unit or in any common area. Residents must inform Management if oxygen tanks are used in the Dwelling Unit. Residents who use oxygen tanks within their Dwelling Unit or on the Property must adhere to the safety precautions contained in the usage booklet provided with the oxygen tank. Smoking or open flames are not permitted near oxygen tanks. Oxygen units should be stored away from heat and all flammable materials such as grease, oil, lubricants, Vaseline, hand lotions and aerosol sprays.
- 2.7. **Smoke Detection and Carbon Monoxide Detection Devices** - Residents, under the terms of their Lease, are responsible to maintain and care for the smoke detection and carbon monoxide detection devices in the Dwelling Unit. Residents must check their smoke detection and carbon monoxide detection devices regularly to ensure that batteries are still good. Residents are required to change the smoke detection and carbon monoxide detection device batteries prior to the end of the battery life. Tampering with, disconnecting, altering, dampening, or otherwise affecting the function of any smoke detection or carbon monoxide detection device is a violation of the Lease.
- Residents are responsible for informing Management immediately of any malfunction, defect, low battery signal or failure in conjunction with said smoke and carbon monoxide detectors, in the same manner that they are responsible for informing Management of any malfunction or maintenance needs in their unit.
- 2.8. **Personal Telephone and Cable Utilities** – Residents are independently responsible for contacting the telephone or cable company and installing phone and cable service. Wires may not be installed in common areas or on the outside of buildings without written permission from Management.



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- 2.9. **Appliances** - Service calls, damage or waste resulting from the improper use of appliances will be charged to the Resident.
- 2.10. **Stoves, Fan Hoods and Refrigerators** – Residents are required to keep these items clean to ensure their safe operation. Any abuse or damage, including improper cleaning of these appliances, could result in charges to the Resident. The fan filter above the stove must be cleaned on a regular basis to prevent hood or stove fires.
- 2.11. **Dishwashers, Washing Machines and Dryers** – Residents may not install any of these appliances in their Dwelling Unit, unless hook-ups are provided and approved by Management. Appliances are limited to those provided by Management.
- 2.12. **Garbage Disposals** - Water should be run during and after use of the garbage disposal. Electric disposals are designed to handle soft foods only, and must not be used for non-food items, or for starchy, fibrous, or granular food items such as potatoes, banana peels, coffee grinds or eggshells. Damage resulting from misuse of the disposal will be charged to Resident.
- 2.13. **Plumbing** - The toilets and other water and sewer apparatus shall be used only for the purposes for which they are designed, and no paper towels or similarly heavy or improper materials shall be thrown therein. The cost of repairing any damage resulting from such misuse shall be borne by Resident.
- 2.14. **Heating** - Residents may not use any method for heating other than that provided by Management. Due to the risk of fire, space heaters are not permitted.
- 2.15. **Energy Conservation** - Leaky faucets and pipes must be reported immediately to Management to promote water conservation and to reduce waste.
- 2.16. **Drawers and Countertops** - Shelves and drawers may only be lined with non-adhesive paper or liner. Use of a chopping board is required when cutting on any countertop. Damage to countertops resulting from failure to use a cutting board shall be borne by Resident.
- 2.17. **Moving Furniture In and Out** – Residents must notify Management before moving furniture or other bulky items into or out of the Dwelling Unit or the Property. Resident will be responsible for any damage to common areas, the Property and the Dwelling Unit when moving furniture in and out of the Dwelling Unit or the Property.
- 2.18. **Waterbeds** – No waterbeds or water-filled furniture shall be placed in or about the Dwelling Unit or the Property. Any damage to the Dwelling Unit or any other housing unit as a result of the violation of this provision will result in the assessment of charges to the Resident’s account.
- 2.19. **Windows** - Interior cleaning of glass and window sills, including window coverings, is the responsibility of Resident.

All windows should be closed at all times during storms, high winds, rain or other inclement weather. Resident will be held responsible for any damage that results from failure to close their windows.

Residents are responsible for broken windows and will be charged for their repair and/or replacement.



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- 2.20. **Window Coverings/Blinds** – All window coverings/blinds are to be maintained as originally designed for the Dwelling Unit and the Property. Any damage to the window coverings/blinds will be the responsibility of Resident and the Resident will be charged accordingly. Management will not permit any alterations or changes to the color or type of window covering as originally provided by Management. Residents may not replace or remove window coverings provided by Management.
- 2.21. **Screens** – Residents must properly clean and maintain the screens, if any, in front of windows so as to prevent damage or misuse. Any broken, torn or damaged screens will be replaced by Management and charged to the Resident.
- 2.22. **Outdoor Spaces and “Private Outdoor Spaces”** - Entryways, patios, parking spaces, porches, decks, backyards and community areas must be kept free of clutter and debris.

Nothing shall be hung, draped or shaken from or into balconies, patio areas and backyards. Residents may not hang laundry or rugs on balconies or decks.

Patio areas, decks, balconies and backyards may not be used for the storage of garbage, debris or excessive amounts of personal property. This includes but is not limited to boxes, brooms, mops, bicycles, buckets, recycling, furniture, carpets, tarps, etc. Management is not responsible for any items placed on the patio, backyard or deck areas.

Patio-type furniture in good condition is allowed if pre-approved by Management.

- 2.23. **Barbecues** – Personal barbecue grills, hibachi grills, and food smokers, including but not limited to those fueled by charcoal, wood, propane, gas or electricity, are not permitted anywhere on the Property, including common areas, balconies, patios, backyards, landings, front porches, or sidewalks and streets.
- 2.24. **Satellite Dishes/Cable Television** – Under the rules of the Federal Communications Commission, Residents have a right to install a satellite dish and/ or receiving antenna within their Dwelling Unit. Owner/Agent is allowed to impose reasonable restrictions relating to the installation and maintenance of the satellite dish and receiving antenna. Some units may not have any areas where a satellite dish is permitted. It is not Management’s responsibility to provide a location for a dish. Residents are required to request approval from Management and sign a Satellite Agreement prior to installation of a satellite dish or antenna. Please see Management for further details.
- 2.25. **Alterations** - Interior or exterior alterations, additions or changes to the original structure or interior design of the Property are not allowed without prior written approval by Management, including painting, window coverings and installation of cables, satellite dishes and antennas.
- 2.26. **Signs and Outside Decorations**- No decorations, signs, signals, stickers, advertisements, pictures, notices, radios or awnings shall be in any manner affixed or exposed at any window, door, exterior, or common areas of the Property, except in areas specifically assigned by Management.

Upon request from a Resident or at Management’s discretion, Management may make an exception for holiday decorations. Exceptions notwithstanding, Residents may not use common areas or apply tape or adhesives on the front door of any unit, or any other painted surface at the Property. Holiday decorations must be removed within ten days following the holiday.



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Notwithstanding the forgoing, political signs and advertisements in conformity with local and state laws may be displayed in any window or door of the Resident's Dwelling Unit. Please see Management for further details.

- 2.27. **Renters Insurance Recommended** - The fire and property insurance maintained by Management and the Owner of the Property does not cover Residents' personal possessions. We urge each Resident to obtain renters insurance to protect against loss or damage.

Management is not responsible for damage or loss of Resident possessions that are left anywhere on the Property, including in common areas, laundry facilities, automobiles or units.

- 2.28. **Security Deposits** - Pursuant to the Security Deposit section of the Lease, Resident will pay a security deposit in advance of occupying their Dwelling Unit. If Resident fails to occupy their Dwelling Unit, Management may apply their security deposit to the payment of rental charges due and owing from Resident. Security deposits can be retained for the following: unpaid rent, key charges, late rent fees, NSF charges, damages and maintenance charges.

Security Deposits and Personal Belongings: If a Resident should die or become incompetent and, in the sole judgment of Management, it is impractical to refund any of Resident's security deposit to him or her, then it will be paid to the person listed on the attached emergency contact sheet. Any furniture or other personal Property left in a Resident's apartment at the time of vacating may be turned over to the person listed on the emergency contact sheet. If Management is unable to contact the person listed on the emergency contact sheet, or if the person is unwilling or unable to retrieve all personal property from the Dwelling Unit or the Property within the time period provided by the law, then the Resident's belongings will be discarded or donated to charity.

3. COMMUNITY SAFETY & CARE

- 3.1. **Community Room** –The community room may be used by Residents and Resident's guests. Guests must be accompanied by a Resident and under the supervision of the Resident at all times. Any Resident wanting to use the Community Room must reserve the room at least one week in advance, and must receive prior written approval from Management. Residents wanting to use the community room must sign a written rental agreement outlining the terms and conditions of its use. Any Resident who has used the community room must clean the community room and put it into a neat and tidy condition following the use by the Resident.

Consumption of alcoholic beverages in the community room is prohibited at all times.

- 3.2. **Community Resource Center** –Resident agrees to abide by the rules and procedures as set forth for the Resource Center. Any damage resulting from misuse of the center and its resources will be charged to the Resident.
- 3.3. **Common Area Television** – The television in the common area is available for use by Residents during posted hours. During community events, the television will not be available for viewing. The remote control is available at the front desk on a sign-out basis. The remote control may be signed out for a designated period of time as per the television policy. While a Resident has the remote control signed out in his/her name, the Resident may select the channel; however all other residents are welcome to view



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the television during that time. Residents should not interfere with other Resident's use of the television area. Sleeping in the television area is not allowed. Notify Management of any problems with the television, VCR/DVD or any other item in the television area.

- 3.4. **Basketball Courts:** "Not Applicable-Section Intentionally Omitted"
- 3.5. **Swimming Pools:** "Not Applicable-Section Intentionally Omitted"
- 3.6. **Loitering** - Residents and their guests may not loiter anywhere on the Property.
- 3.7. **Soliciting** - No solicitation or handbill distribution of any kind is allowed on the Property.
- 3.8. **Alcohol** – The consumption of alcohol in common areas and outside of the Dwelling Unit is strictly prohibited.
- 3.9. **Smoking Allowed Only in Designated Areas** - Smoking of any kind is NOT allowed in the Dwelling Unit, in any Private Outdoor Space, or in Common Areas of the Property, except that smoking is permitted in the specific area or areas designated by Management.

"Common Area" means any enclosed or unenclosed area of the Property accessible to and usable by more than one Resident, including but not limited to the Management Office, community room, halls and pathways, lobbies, laundry rooms, common eating and cooking areas, play areas, swimming pools, and parking areas.

"Private Outdoor Space" means balconies, porches, patios, carports, or similar private outdoor spaces of the Property.

"Smoking" or to "Smoke" means possessing a lighted pipe, lighted cigar, lighted cigarette or e-cigarette of any kind, including, but not limited to, tobacco, or any other weed or plant, or the lighting of a pipe, cigar, or cigarette of any kind, including, but not limited to, tobacco, or any other weed or plant.

- 3.10. **Management Not a Guarantor of Smoke-free Environment** - Efforts by Management, including the Owner, _____ Apartments, the Property and the Property Management Company, to designate the Property as "No Smoking," does not make Management the guarantor of the Residents' health or the condition of the Dwelling Unit and common areas with regard to smoke. Management shall take reasonable steps to enforce the no-smoking terms of its leases and House Rules. Management cannot be held responsible for smoking violations that it is not aware of and/or have not been reported to Management.
- 3.11. **Video & Audio Recording** – No video or audio recordings are allowed in common areas without express permission from Management.
- 3.12. **Parking** - Resident acknowledges receipt of, and has read, the attached document titled "Parking Agreement," which stipulates rules and regulations regarding parking privileges and responsibilities.
- 3.13. **Automatic Parking Gates** –For security purposes, 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 or near these gates. The automatic gate



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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 \$25.00.

- 3.14. **Pedestrian/Walk thru Gates** –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 may not be propped open at any time. Damages due to misuse of these doors will result in charges to the Resident. The cost to replace lost or damaged keycard/keys/fobs is \$25.00 each.
- 3.15. **Laundry** –Any laundry room facility is for Resident use only. Each Resident using the laundry room facility must clean up after their use and dispose of trash in the proper receptacles. Residents who have laundry equipment in their units are requested not to do laundry during quiet hours.
- 3.16. **Shopping Carts** – Shopping carts and baskets belonging to commercial stores are not allowed on the Property.
- 3.17. **Garbage** - All garbage and refuse must be placed into plastic or paper bags and tied before loading into garbage bins, dumpsters, and other garbage containers.

Residents must contact Management for recommendations on how to properly dispose of large items such as discarded furniture, bicycles, cardboard boxes, carpets, etc. These items are not to be placed in or around garbage bins at any time. It is not the responsibility of Management to accept these items from residents for disposal. Residents must make their own arrangements for the disposal of these items. Illegal dumping is prohibited and should be reported to Management.

Trash receptacles provided in common areas are not intended for dumping of household trash. All household trash must be properly disposed of in the designated trash rooms or areas.

- 3.18. **Recycling** –Management requires Residents to recycle to reduce garbage waste. Blue bins are provided in the trash room for recycling. See the recycling posters in the trash rooms for instructions and information about recycling. Dumping trash in recycling bins is prohibited.
- 3.19. **Green Waste** –Management also provides Green trash bins in the trash rooms for dumping of green waste. Green waste includes compostable items such as coffee grounds, tea bags, eggs, plants, fruit, and vegetable trimmings. Residents are encouraged to participate in the green waste program. Residents interested in participating in the green waste program must sign up with Management to receive a key to the green waste bin. Dumping trash in green waste bins is prohibited.
- 3.20. **Pest Control** - A professional pest control service will be provided at the Property. Units will be treated for pest control on a regular basis. Residents are required to cooperate with Management in its attempt to keep the buildings pest-free. Residents with allergic reactions to pest control treatment must notify Management so that alternative pest treatments can be applied. Management is not responsible for injury, accidents or ill health arising out of pest control functions performed by unauthorized personnel. Residents shall not allow infestations of bugs or rodents in their Dwelling Unit and must report such conditions to Management immediately. Management will work with the Resident to schedule a mutually convenient time for Pest Control treatment times that work for all parties.



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- 3.21. **Bedbugs** – Management is not responsible for the loss of personal belongings or any other costs incurred by the Resident as a result of a bedbug infestation. Residents are required to comply with the bedbug remediation treatment program as outlined below.

It is the goal of Management to maintain the highest quality living environment for Residents. Towards that goal, Management inspected the Dwelling Unit prior to making it available for leasing and there was no indication of the presence or infestation of insects or vermin including bedbugs in the Dwelling Unit at that time.

BEDBUG WARNING STATEMENT: Bedbugs are wingless parasites that feed on the blood of humans, pets, birds and other animals. Bedbug bites leave itchy bumps on the skin that can lead to other infections if scratched or left untreated. Bedbugs are transferred from place to place when people expose themselves or their belongings to bedbug infested areas. Bedbugs are also transferred when a person brings contaminated objects or items into a building. Bedbugs hide in cracks and crevices in beds, wooden furniture, floors and walls during the day and emerge at night to feed. Bedbugs can quickly spread throughout a building unless all Residents fully cooperate with eradication efforts.

Resident agrees to the following requirements:

- 3.21.1. Resident agrees to maintain the Dwelling Unit in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs.
- 3.21.2. Resident agrees to keep the Dwelling Unit in a safe and sanitary condition so that the Dwelling Unit does not promote infestation by insects and vermin including bedbugs. Resident shall maintain the Dwelling Unit in a condition that permits reasonable ingress and egress to the Dwelling Unit and unimpeded access throughout the Dwelling Unit.
- 3.21.3. Resident shall immediately notify Management of any condition in the Dwelling Unit indicating infestation by insects and vermin including bedbugs. Conditions indicating infestation include but are not limited to: itchy welts on the Resident's skin; live bugs in the bed, bedding or clothing maintained in the Dwelling Unit; blood spots on the mattress or bedding; brown or black excrement spots on bedding or the bed; a sweet odor.
- 3.21.4. Because of the risks to other residents, and staff, associated with the presence of bedbugs, Resident agrees that conditions indicating the presence of bedbugs constitute an emergency for purposes of permitting Management access to inspect the Dwelling Unit.
- 3.21.5. In the event it is determined that the Dwelling Unit must be treated for infestation by insects and vermin including bedbugs, Resident shall cooperate with Management and Management's agents, staff and pest control technicians as required to eradicate any infestation from the Dwelling Unit and the Property.
- 3.21.6. Resident shall permit Management staff and pest control technician's access to the Dwelling Unit upon written notice.
- 3.21.7. Resident agrees do the following if pest control technicians believe that such action is necessary for the eradication of the insects:



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- Discard, or permanently remove from the Dwelling Unit, and from the Property, infested personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspapers, open food, personal supplies, plants, and stuffed animals.
- Seal clothing and bedding in plastic bags for laundering, and laundering the clothing and bedding in hot water and then drying at a high heat setting. After such laundering, Resident shall not return the cleaned clothing or bedding to the Dwelling Unit until completion of the eradication process.
- Seal personal property, toiletries, and other personal items in plastic bags for treatment by Management's pest control technician.
- Enter into a written agreement concerning treatment to the Dwelling Unit and for treatment of personal property.
- Transfer to another unit, or relocate temporarily to another unit or other location such as a hotel, in the event it is determined that relocation is necessary to facilitate eradication of insects and vermin including bedbugs from the Dwelling Unit. Upon reasonable notice to Resident, Management may substitute for the Dwelling Unit a comparable unit within the Property and thereupon such other unit shall be deemed to be the Premises covered by the Lease and these Rules. If management deems the relocation as temporary, then within two calendar days after written notice of the completion of eradication measures in the Dwelling Unit, from management to Resident, Resident shall return to, and reoccupy, his or her original Dwelling Unit leaving the substituted unit or other location completely empty.

3.21.8. Resident has been advised that in order to control and eradicate insects, vermin including bedbugs, Management and its pest control technician may use pesticides in and around the Dwelling Unit. Resident has been advised that on site staff has additional information concerning the particular pesticides and chemical agents that will be used during the eradication process. In the event Resident has reason to believe that he or she has a medical condition which precludes Resident from being exposed to pesticides, Resident shall provide written verification from their physician of such condition.

3.21.9. The Resident's failure to comply with the terms of this section constitutes a material breach of the Lease Agreement that adversely affects the health, safety and quiet enjoyment of other Residents and interferes with the Management's responsibilities.

3.21.10. By signing this document Resident acknowledges receiving an information sheet titled "Bedbug Facts: 2-Page Resident Handout".

3.22. **Mold Notification** - Mold and mildew is made-up of microscopic organisms found virtually everywhere in our environment, both indoors and outdoors, that spread through the dispersal of airborne spores. When excess moisture is present, mold and mildew can accumulate and grow. If not addressed, accumulations of mold and mildew can lead to adverse health effects such as allergy symptoms, or respiratory problems in some instances.

Residents are required to take the following measures to reduce moisture build-up and discourage the growth of mold and mildew:

1. Properly ventilate their Dwelling Unit by operating the Heating, Ventilation and Air Conditioning systems (HVAC), and/or by opening windows and doors. Proper air circulation will help prevent excess moisture build-up in the humid areas of the Dwelling Unit.



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2. Use the ventilation fans in the bathroom, kitchen, and laundry areas. In order to minimize the opportunity for moisture build-up, start the fans before bathing, cooking, or washing clothes and allow them to continue to operate until after these activities are complete.
3. Wipe down any visible moisture accumulation on windows, walls, ceilings, or other surfaces as soon as possible.
4. Open the bathroom window while bathing, showering, and cleaning.
5. Within 24 hours, notify Management of any signs of water leaks, moisture problems, and/or any signs of excessive mold or mildew growth.

Resident agrees to maintain the Dwelling Unit in a manner that prevents the occurrence of an infestation of mold or mildew. Resident agrees to uphold this responsibility in part by complying with the above list of responsibilities.

3.23. Proposition 65 Hazardous Substance Disclosure

3.23.1. **Warning:** The Property contains chemicals known to the State of California to cause Cancer and birth defects or other reproductive harm. These same chemicals may be present in foods or beverages sold or served at the Property.

3.23.2. I agree that I have received and read a copy of California’s Proposition 65 Brochure.

3.24. **Asbestos Disclosure-** “Not Applicable- Section Intentionally Omitted”.

3.25. Disclosure of Information On Lead Based Paint And Lead Based Paint Hazards (if applicable)

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Management must disclose the presence of known lead-based paint and lead-based paint hazards in the Property. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Management’s Disclosure:

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the Dwelling Unit or the Property.
- Management has no knowledge of lead-based paint and/or lead-based paint hazards in the Dwelling Unit or the Property.

(b) Records and reports available to Management (check one below)

- Management has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Dwelling Unit and the Property.
- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Dwelling Unit or on the Property.



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- 3.26. **Megan's Law** - Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
- 3.27. **Violence Against Women Act**
- 3.27.1. **Background** - The Violence Against Women Act (VAWA) protects applicants and residents who are victims of domestic violence, dating violence, stalking or sexual assault from being denied housing, evicted or terminated from housing assistance when the Adverse Factors leading to such denial, eviction or termination are the direct result of the domestic violence, dating violence, stalking or sexual assault they have suffered.
- 3.27.2. **Notices of Occupancy Rights and Responsibilities Under VAWA:**
- 3.27.2..1. Notice of Occupancy Rights** - The O/A will provide the Notice of Occupancy Rights under VAWA to Section 202, Section 811, HOPWA, HOME, McKinney-Vento Homeless Assistance Act, Section 221(d)(3), Section 236, the Housing Trust Fund and Section 8, and/or (b) 9% or 4% Low Income Housing Tax Credits ("Tax Credits"), which outlines their rights and obligations under VAWA, at the following points in time:
- When an individual is denied residency.
 - When an individual is admitted to a dwelling unit.
 - With any notification of eviction (not including Notices to Pay or Quit) or termination of assistance.
- 3.27.3. **Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking (form HUD-5382) and Alternate Documentation.**
- 3.27.3..1. **Form HUD-5382.** An applicant who certifies they are eligible for VAWA status by completing form HUD-5382, Certification of Domestic Violence, may be admitted if they can demonstrate that the Adverse Factors that might otherwise prevent their admission are a direct result of the circumstances that led to their VAWA status. Adverse Factors include poor rental history, poor credit history, negative criminal background and nonpayment of rent. It is the applicant's responsibility to adequately document that their Adverse Factors are the direct result of their VAWA circumstances. Typical documentation includes, but is not limited to, police records, medical records, and communications with creditors or landlords. The documentation must be relevant to the time frame(s) in question.
- 3.27.3..2. **Alternate Documentation.** Alternately, in lieu of the certification form or in addition to it, Property Management will accept:
- 3.27.3..2.1. A federal, state, tribal, territorial, or local police record or court record, or
- 3.27.3..2.2. Documentation signed by an employee, agent, volunteer of a victim service provider, an attorney, or medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or, the effects of the abuse in which the professional attests under penalty of perjury under 28 U.S.C 1746 to the



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professional's belief that the incident or incidents are bona fide incidents of abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

- 3.27.4. **Confidentiality of Information** - The identity of the applicant and all information provided to owners relating to the incident(s) of domestic violence, dating violence or stalking must be retained in confidence by the O/A and must not be entered into any shared database or provided to a related entity, except to the extent that the disclosure is:
- 3.27.4..1. Requested or consented to by the individual in writing
 - 3.27.4..2. Required for use in an eviction proceeding; or
 - 3.27.4..3. Otherwise required by applicable law.

The HUD-approved certification form provides notice to the applicant of the confidentiality of the form and the limits thereof.

- 3.27.5. **Retention of information** - Owners must retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.
- 3.27.6. **VAWA Lease Addendum** - Owners must have tenants sign the VAWA lease addendum, form HUD-91067 (see Chapter 8 for requirements on issuance of modifications to the model lease).

3.28. **Other Rules Specific to the Property:** "Not Applicable-Section Intentionally Omitted".

AMENDING HOUSE RULES

Management may amend these rules at any time following a thirty (30) day notice to Residents.

Certification of Accuracy: By signing these House Rules, Management certifies that it has reviewed the information above and certifies, to the best of its knowledge, that the information provided by the signatories is true and accurate.

By signing these House Rules, Resident(s) acknowledges that (1) Resident has received copies of all information listed above, and (2) Resident has received the pamphlet "Protect Your Family from Lead in Your Home."

By signing this statement below, I am acknowledging that I have read, understand and will abide by all of the rules of ____, I further certify that I have received a copy of these House Rules and understand and acknowledge that these House Rules are an Attachment to and part of the lease agreement (the "Agreement").



HOUSE RULES
Effective Date: 3/17/2021



Address and Unit Number	Date
Print Name (Head of Resident)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Management Representative)	Signature

EMERGENCY INFORMATION AND DISPOSITION ARRANGEMENTS

To: _____ Apartments

Resident Address: _____ Head of Resident Name _____

Emergency Contacts: In case of any emergency, please notify the following persons. The persons listed below may take responsibility for any children under 18 years of age, dependent (legally “incompetent”) adults, or assistance animals and pets. It is required that you list at least one emergency contact.

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO		
ADDRESS: _____ CITY/STATE _____ ZIP CODE _____		
RELATIONSHIP: _____ EMAIL ADDRESS: _____		
HOME PHONE: ()	WORK PHONE: ()	CELL PHONE: ()
NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO		
ADDRESS: _____ CITY/STATE _____ ZIP CODE _____		
RELATIONSHIP: _____ EMAIL ADDRESS: _____		
HOME PHONE: ()	WORK PHONE: ()	CELL PHONE: ()

Security Deposit and Personal Belongings: If I should die or become incompetent and, in the sole judgment of Management, it is impracticable to refund any of my security deposit to me, then it should be paid to the first person listed below. In addition, any furniture or other personal Property left in my apartment at the end of my tenancy should be turned over to the first person listed below. If Management is unable to contact the first person listed below, or if the first person is unwilling or unable to retrieve all personal Property from the premises within the time period provided by the law, then the second person will be contacted. I understand that if I do not list any persons below, or if Management is unable to contact the persons listed within the time period provided by the law, my belongings will be donated to charity or disposed according to the law. In the event of my death, any personal Property left on the premises should also be turned over to the persons listed below according to the same procedure as set forth above, in order for those persons to distribute the Property according to the law.

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO		
ADDRESS: _____ CITY/STATE _____ ZIP CODE _____		
RELATIONSHIP: _____ EMAIL ADDRESS: _____		
HOME PHONE: ()	WORK PHONE: ()	CELL PHONE: ()
NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO		
ADDRESS: _____ CITY/STATE _____ ZIP CODE _____		
RELATIONSHIP: _____ EMAIL ADDRESS: _____		
HOME PHONE: ()	WORK PHONE: ()	CELL PHONE: ()

By signing below, I acknowledge that I have voluntarily provided all of the optional information provided above.

RESIDENT NAME: _____ **SIGNATURE:** _____ **DATE:** _____

WITNESS NAME: _____ **SIGNATURE:** _____ **DATE:** _____

**CTCAC GOOD CAUSE EVICTION LEASE RIDER
(to be attached to resident lease)**

Property Name: _____ Unit # _____
Household Name: _____

Dear Resident or Applicant:

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") administered by the California Tax Credit Allocation Committee (TCAC). Under the program, the owner has agreed to rent some or all of the units in the property to low-income households and restrict the rents for those units. Another protection provided by federal law is that Low Income Tenants may not be evicted without good cause. The following Lease Rider is an important part of ensuring your rights to good cause for eviction.

The Lease or Rental Agreement dated _____ is hereby amended by adding the following provision:

Lease Rider: Good Cause for Eviction

Owner may not terminate the tenancy the Lease or rental agreement of a Low Income Tenant except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State, or local law. To terminate the tenancy the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

To the extent that any terms contained in the Lease or rental agreement, or any other agreement between the owner and the tenant, contradict the terms of this Rider, the provisions of this Rider shall control.

By signing below, I indicate my consent to this Lease Rider:

Property Representative Name (print)	(signature)	Date
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By signing below, I indicate my consent to this Lease Rider. I/we have been given a copy of this Lease Rider.

Resident or Applicant Name (print)	(signature)	Date
------------------------------------	-------------	------

Resident or Applicant Name (print)	(signature)	Date
------------------------------------	-------------	------

Resident or Applicant Name (print)	(signature)	Date
------------------------------------	-------------	------

Resident or Applicant Name (print)	(signature)	Date
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LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT:	LANDLORD: LA PALMA HOUSING PARTNERS, LP DBA BUENA ESPERANZA	UNIT NO. & ADDRESS 2691 W LA PALMA ANAHEIM, CA 92805 UNIT # _____
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Housing Partners, LP
Apartments
Parking Agreement

LICENSEE NAME

(S): _____

ADDRESS: _____

CAR

CAR

MAKE: _____

MODEL: _____

DOORS: _____

COLOR: _____

LICENSE

REGISTRATION EXP.

DATE _____

INSURANCE

COMPANY: _____

INSURANCE

POLICY #: _____

INSURANCE EXP. DATE _____

PARKING SPACE

#: _____

Each household with an automobile who executes this agreement will be provided one assigned parking space.

All Residents must have a valid parking placard on their vehicle. All residents will be required to provide copies of current auto registration, and insurance in order to receive a parking placard. Any vehicle not properly identified by a parking placard will be subject to tow-away at owner's expense for any parking violations.

Parking Rules

1. All vehicles without parking placard will be subject to towing. Observe parking regulations at all times and instruct your guests/visitors to do likewise. The owners are not responsible for any vehicles parked on the premises.
2. No vehicle shall be parked in such a manner as to block roadways or the comings and/or goings of residents. Violator's cars will be ticketed and/or towed at owner's expense.
3. Vehicles left standing in an open parking space in a non-operative condition, with expired tags, unlicensed, or abandoned, will be towed within 48 hours.
4. All vehicles or other equipment parked or stored in violation of these rules may be subject to tow-away. All costs and/or fines incurred in the removal of such vehicles will be charged to the owner of the vehicle involved.
5. Boats, campers, trailers, trucks (pick-up trucks accepted), recreation or commercial vehicles are prohibited from being parked or stored on the property.
6. No person shall operate a motorized vehicle within the complex without proper operating license. No unlicensed motor vehicles, for example, motorbikes or go-carts, shall be ridden within the complex. Any damages to property within the complex by use of any vehicle (including hired and leased moving vans) shall be fined by an amount to repair or replace the damaged areas or items.
7. Scooters may not be used in the parking lots or traffic areas at anytime.
8. The speed limit in the community is 5 miles per hour.
9. Motorcycles are to be ridden on driveway areas only for the express purpose of coming and going.
10. Any vehicle with or without a parking placard that is unmoved from an open space for 7 days is subject to towing at owner's expense. Owner should notify the Administration Office in writing if vehicle cannot be moved within the 7-day period.

11. No vehicle maintenance, including oil changes or any type of repair work or car washing is permitted at any time.
12. Only cars registered with the management office will be allowed to park ONLY in their assigned space.
13. Unauthorized vehicles will be towed by the designated posted towing company. Our contracted tow company will be providing these signs to us.
14. Vehicles must remain fully operative, registered and insured at all times.
15. A copy of your vehicle's current registration, your driver's license and proof of insurance will be required to obtain a parking permit and for each annual renewal thereafter.
16. A \$25.00 fee will be charged for lost, stolen or unreturned entry operators.
17. _____ Apartments is not liable for any damages to vehicle due to fire, theft defective brakes or parts, acts of others or another cause beyond its control.
18. Vehicle owner shall not leave any article of personal property in vehicle. Buna Esperaza Apartments is not liable for loss or theft of accessories or articles of personal property left in car.
19. In no event is Buena Esperaza Apartments liable for consequential damages or loss of use of vehicle.
20. Vehicle owners are not allowed to make or allow any changes to this contract.
21. Visitor parking spaces are for short-term visitor use only. Vehicles found parked in the visitor stalls more than 24 hours without prior notification to the management office will be towed at the owner's expense.
22. Residents are responsible for the parking practices and vehicle operations of any visitors they allow in the community.
23. Tenants will be provided on assigned parking space, based on a first come first serve basis.

I agree that if I violate this agreement, I will be required to relinquish my parking space.

Address and Unit Number	Date
Print Name (Head of Household)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Management Representative)	Signature

1.1 Jamboree - Furniture Policy

As a standard policy of Jamboree new tenants transitioning out of homelessness and into independent living and permanent housing will be provided a fully-furnished unit.

The furnishings will consist of the following items:

Item	1Bdrm	2Bdrm
Mattresses	1	3
Bed Bug Cover	1	3
Box Spring	1	3
Bed Frame	1	1
1-drawer night stand		
3 Drawer Chest	1	2
Dining Table (5 PC)	1	1
Dining Chairs (*depending on unit size)	2-4*	2-6*

Jamboree Furniture is a one-time provision. All new tenants will be required to accept or reject the Jamboree furnishings and sign the Jamboree furniture agreement prior to move-in.

Tenants will be encouraged to care for these items in a decent, safe and sanitary manner. Any damages made to the furniture are solely the responsibility of the tenant. Tenants will not be allowed to remove furnishings from the unit without managements consent. All furnishings provided are required to stay in the unit at all times.

At any time during the tenancy, should the furniture be damaged beyond regular wear and tear or due to unforeseen circumstances such as (but not limited to) fire, flood, water damage, Bed Bugs, etc., the tenant will be required to replace the furniture at his/her own expense. Should tenants want to protect the loss of personal items in their unit, they are encouraged to purchase renter's insurance.

All furnishings have a useful life expectancy of five (5) years, should the tenant occupy the unit for less than five (5) years, Management will assess the remaining life of the furnishings during the move-out inspection.

- a. If management determines that the furnishings are not in a condition to be used by the next tenant and no longer salvageable, a prorated charge for the remaining years will be assessed and charged to the household.
- b. If the furnishings are in good condition, the tenant will be required to leave all furnishings in the unit.

No additional furnishings will be purchased at management's expense.

If the tenant rejects Jamboree's furnishings at move-in:

1. Tenants will not be allowed to reclaim the JAMBOREE furnishings for the remainder of their tenancy.



2. Tenants must declare such refusal in writing by completing the JAMBOREE Furniture policy agreement form.
3. Tenants will be required to provide their own furnishings upon move in. Due to the rise of transmission of Bed Bugs and other insects, we highly discourage tenants from bringing in furnishings from the street and encourage tenants to purchase furnishings from a trusted source i.e., furniture store.

Reference:

Form #1. Furniture Agreement



Furniture Agreement

Management has offered to provide the following furniture items for:

Head of Household Name: _____

Address, Unit: _____

City, State, Zip: CA

Bedroom Size: Studio

Household Size: _____

Item #	Quantity	Description	Cost	Condition		Please Initial	
				New	Used	Accept	Reject
1		Mattress	\$	<input type="checkbox"/>	<input type="checkbox"/>		
2		Bed Bug Cover	\$	<input type="checkbox"/>	<input type="checkbox"/>		
3		Box Spring	\$	<input type="checkbox"/>	<input type="checkbox"/>		
4		Bed Frame	\$	<input type="checkbox"/>	<input type="checkbox"/>		
5		Bunk Beds	\$	<input type="checkbox"/>	<input type="checkbox"/>		
6		1 Drawer Night Stand	\$	<input type="checkbox"/>	<input type="checkbox"/>		
7		3-Drawer Chest	\$	<input type="checkbox"/>	<input type="checkbox"/>		
8		Dining Table	\$	<input type="checkbox"/>	<input type="checkbox"/>		
9		(2-6) Dining Chairs	\$	<input type="checkbox"/>	<input type="checkbox"/>		

I, _____, (*Head of Household Name*), have been informed of the option to accept or reject the aforementioned furnishings. Furthermore, I understand and have been informed of JAMBOREE’s Furniture Policy and of the option to purchase renters insurance at my own expense.

- _____ (*Initial Here*) I hereby, **ACCEPT** Jamboree’s furnishings noted above and will comply with Jamboree’s furniture policy by adhering to the following:
 - o I will care for these items in a decent, safe and sanitary manner.
 - o Any damages made to the furniture are solely my responsibility.
 - o I will not remove any furnishing provided without managements consent.
 - o I understand that additional furnishings will not be purchased at owner’s expense at any time during my tenancy.
 - o I understand that management is not responsible to replace furnishings due to flood, fire, Bed Bugs, earthquake, etc.
 - o I have been informed of the option to purchase renters insurance at my own expense to protect against loss or damage.

- _____ (*Initial Here*) I hereby, **REJECT** all the furnishings offered above. I will provide my own furnishings upon move-in. I can confirm that my furnishings are in good condition and have been bought from a trusted source.

Head of Household Name

Head of Household Signature

Date

Property Manager Name

Property Manager Signature

Date

