

Live Oak Apartments House Rules

PLEASE NOTE: THIS DOCUMENT IS AN ATTACHMENT TO THE LEASE
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THE HOUSE RULES - INTRODUCTION

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

Resident(s) (hereinafter (jointly) called “Resident”), members of resident’s household, guests, visitors, and service providers engaged by the resident shall obey and comply with all laws and city ordinances and shall abide by all rules and regulations adopted by the Department of Housing & Urban Development (HUD), the owner/agent (as set forth in these House Rules) and/or property staff.

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

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

- Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento. (Spanish)
- Por favor contate o escritório de gerência se deve ajudar entendimento este documento. (Portuguese)
- Si vous avez besoin d'aide à la compréhension de ce document, veuillez communiquer avec le Bureau de gestion. (French)
- Souple kontakte Biwo jesyon a si w bezwen èd pou konprann dokiman sa a. (Haitian Creole)
- Xin liên lạc với văn phòng điều hành nếu bạn cần giúp đỡ sự hiểu biết tài liệu này. (Vietnamese)
- Пожалуйста свяжитесь с офисом управления, если Вам нужна помощь в понимании этого документа. (Russian)
- Bitte kontaktieren Sie das Leitungsbüro, wenn Sie helfen müssen, dieses Dokument zu verstehen. (German)
- 請聯絡管理辦公室，如果你需要幫助理解這份文件。(Chinese)
- もしこの文書を理解しているための助けを必要としていれば、経営オフィスと連絡を取ってください。(Japanese)

GENERAL

MANAGEMENT/RENTAL OFFICE

The office business hours are Monday through Friday from 9:00 am until 4:00 pm. The office is closed on weekends and all federal and state holidays. On occasion the office will be closed for training or for other reasons, and notice of this closing will be posted on the office door.

BUSINESS RELATIONSHIP

The relationship between a landlord (owner/agent and/or property staff) and a resident is a business relationship. A courteous and businesslike attitude is required from both parties.

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

If an applicant/resident, guest, visitor, or service provider demonstrates unprofessional behavior in the presence of the owner/agent and/or property staff or other residents/applicants, the person will be required to leave the management office.

If the resident, a resident’s guest, a resident’s service provider or a resident’s family exhibits threatening behavior, appears to be intoxicated or under the influence of alcohol or drugs or attempts to intimidate the staff, the person(s) will be required to leave the management office and a notice of lease violation will be issued.



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If the resident is not appropriately attired, when visiting the management office, the resident will be asked to leave. Appropriate attire includes shoes, shirts and pants, shorts, or skirts. Unacceptable attire includes, but is not limited to:

- Pajamas
- Bathing suits (without appropriate cover)
- Clothing that allows display of foundation garments (underwear)
- Clothing with inappropriate language or pictures

The use of cell phones or other devices is not allowed when engaging (in-person) with the property staff. If an applicant/resident is participating in a cell phone call, texting, reading a text, or otherwise using any electronic device (not necessary to alleviate the symptoms of a disability or to enhance communication in compliance with Limited English Proficiency (LEP) requirements), the property staff will discontinue any communication until the applicant/resident is able to “disengage”.

Use of cell phones or other electronic devices by residents or applicants in the management office, (except those devices necessary to alleviate one or more symptoms of a disability or to allow a disabled resident or applicant to communicate with property staff), will not be allowed without express permission from the property staff.

Animals, other than assistance animals necessary to allow the applicant/resident to conduct business with the property staff, are not allowed in the management office.

Children are always welcome in the management office. When in the management office, minors must be supervised by an adult. It is not the responsibility of the property staff or other residents to provide child care or supervision.

Aside from standard property charges, property staff is not permitted to accept any money, gifts, services, or favors connected with the application process or associated with any aspect of residency on this property. If property staff solicits any mandatory payment, not associated with the lease, the resident will notify the property staff or the owner/agent. Rural Communities Housing Development Corporation 499 Leslie Street, Ukiah, CA. 95482.

TENANT ORGANIZATIONS

Residents have the right to establish and operate a *tenant organization* for the purpose of addressing issues related to their living environment as well as activities related to housing and community development. A *tenant organization* is considered legitimate if it has been established by the residents of a multifamily housing project covered under *Section 245.110* for the purpose described above, and meets regularly, operates democratically, is representative of all residents in the development, and is completely independent of owners, management, and their representatives. The definition of legitimate *tenant organization* includes “organizing committees” newly formed by residents, and does not require specific structures, written by-laws, elections, or resident petitions.

Any activities conducted at the behest of the tenant organization must be conducted in such a way as to comply with the Fair Housing Act and Section 504 of the Rehabilitation Act. All communications, meetings, and activities must be available to all residents who wish to participate regardless of familial status, race, sex, disability, color, religion, national origin, sexual orientation, gender identity, or marital status.

COMMUNICATION WITH RESIDENTS

Except where required by HUD or state tenant/landlord law, the owner/agent will allow the resident to choose the preferred method to receive notices and other communications. Multiple communication methods are allowed. In addition, the resident may choose to receive messages electronically.

Some notices may be delivered to the resident’s unit in accordance with regulatory requirements. Certain information may not be sent by email or text in accordance with the regulatory security requirements.

EMERGENCY CONTACTS



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All residents will be required to provide at least one emergency contact to the management agent.

GRIEVANCES & CONCERNS

The owner/agent and/or property staff works to ensure that this community is a pleasant place for all to live.

Excellence in maintenance and management is a top priority. If residents have a concern or a suggestion about this community or individual apartments, please contact the property staff.

Questions or concerns about the property staff can be reported to the appropriate regional manager or the property management company.

Property staff is trained to assist residents and to carefully and thoughtfully consider all questions. Another resident may have made a similar observation or the staff may already be working toward a resolution.

HEALTH SERVICES/ASSISTED LIVING

Residents must be capable of meeting the terms of the lease without intervention from the property staff. No provisions provided by the owner/agent are available for long-term health care, convalescence, or nursing care in the community.

If a resident requires these types of services in order to comply with the terms of the lease, it is the responsibility of the resident or a resident's representative to make the necessary arrangements. Property staff is not responsible for engaging service providers. However, where applicable, residents may request assistance to identify service providers through the Service Coordinator.

COMMUNITY STANDARDS OF CONDUCT

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

BULLYING

Bullying is not tolerated and, after investigation, may result in penalties up to and including termination of tenancy (eviction). See the Bullying Response and Prevention Policy for additional information.

QUIET HOURS/NOISE

"Quiet hours" are between 10 p.m. and 8 a.m. and must be observed by all residents, residents' guests and any service providers contracted by the residents (or someone representing the resident). These "quiet hours" have been established to keep residents comfortable in their own homes.

Noise that could be considered disturbing includes, but is not limited to, incessant barking, loud music or loud television, use of power tools, cars, or motorcycles with excessively loud engines, fireworks or explosives, loud parties, and shouting. Residents must conduct themselves in such a way as to ensure the quiet and peaceful enjoyment of the residence **at all times**.

COMMUNITY STANDARDS OF DRESS WHEN IN PUBLIC OR COMMON AREAS

Residents and their guest's/service providers are expected to dress appropriately when in common or public areas including the management office, hallways, laundry rooms, lobbies, community rooms, and other common areas.

Sleepwear, housecoats, or clothes that allow the display of foundation garments, nipples, derriere, or genitalia are not permitted to be worn in the common or public areas of the property.

For health and safety reasons, individuals in common areas must wear appropriate clothing including bottoms (e.g. skirt, skorts, shorts, pants), a shirt, and shoes.



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PORTABLE OXYGEN TANKS

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

Smoking or burning of any product that produces a flame is prohibited inside any apartment if an oxygen tank or concentrator is present anywhere in the apartment. Use of other devices that may create a fire hazard in such circumstances is also prohibited.

If a portable oxygen tank is in use, residents must keep the tank at least thirty (30) feet from any open flame and/or thirty (30) feet from anywhere an open flame may be used.

BUILDING ENTRIES

The entry doors are locked to provide controlled access for residents. All residents and visitors must enter at the main entrance to the building. Upon leaving the building, doors must be closed and locked.

No window or stairwell door shall be used as an entryway.

When guests are expected, it is the host resident's responsibility to be available to admit them. Propping entry doors open to allow unfettered access to the building is NEVER allowed.

Unauthorized persons are not permitted in the building. If you suspect an unauthorized visitor, contact the property staff or the police.

SMOKE FREE HOUSING

Due to the increased risk of fire and the known health effects of secondhand smoke, the owner/agent has established a Smoke Free Housing policy for all residents effective January 1st, 2015.

As of January 1st, 2015, smoking was prohibited in any area of the property, private, public and common, whether enclosed or outdoors except for in the designated area. This policy applies to all owners, property staff, applicants, residents, guests, and service providers.

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

A. Regulations of Smoking Indoors

- (1) Smoking shall be prohibited in all indoor areas of Live Oak Apartments. This includes, but is not limited to, the community building, all common areas, individual apartments, restrooms, and any other enclosed areas.

B. Regulation of Smoking Outdoors

- (1) Notwithstanding the above prohibition on smoking in enclosed areas, the owner/agent shall also prohibit smoking in all outdoor areas, including, but not limited to parking lots, outside doorways, individual apartment decks, balconies, and patios.
- (2) A designated smoking area will be provided.

C. Communication of the Smoke Free Housing Policy

- (1) The Smoke Free Housing Policy of Live Oak Apartments is communicated by the owner/agent and/or property staff to all applicants prior to move in.
- (2) The policy will be communicated to new staff at the time of employment and to new residents at application or prior to admission and/or prior to the signing of a lease.
- (3) Vendors will be notified at the beginning of any engagement.
- (4) It is the responsibility of the resident to notify any guest, service provider hired by the resident, or a resident's representative, of the Smoke Free Housing Policy.

D. Enforcement of the Smoke Free Housing Policy

- (1) All residents understand that enforcement of the Smoke Free Housing Policy and all other policies is the responsibility of the owner/agent and the property staff. Residents will not "self-police" the property. Under no



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circumstances will a resident approach another resident, a resident's guest, or a service provider to inquire about smoking or attempt to stop smoking on the property.

- (2) If a resident witnesses or suspects that another resident's guest, service provider, or representative is smoking in a non-designated area, the proper action is to advise the property staff during normal business hours.
- (3) Approaching a resident to enforce the lease or house rules is considered "tenant on tenant" harassment and is strictly prohibited. This action is grounds for termination of tenancy (eviction).
- (4) The owner/agent and/or property staff is not required to take steps in response to unauthorized smoking unless the owner/agent and/or property staff knows of said smoking or has been given written notice of said smoking. The owner/agent and/or property staff will accept such notice in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.

E. Landlord Not a Guarantor of Smoke-Free Environment

- (1) Each resident acknowledges that the owner/agent adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of the resident's health or of the smoke-free condition of the resident's unit and the common areas.
- (2) The owner/agent and/or property staff shall take reasonable steps to enforce the smoke-free terms of its lease/house rules and to make the complex smoke-free.

Nothing in the rules above shall be construed to restrict the power of any county, parish, city, municipality, town, or village to adopt and enforce additional local laws, ordinances, or regulations that comply with at least the minimum applicable standards to establish smoke-free public places.

FAILURE TO COMPLY WITH SMOKE FREE POLICIES

All reports of violations of the smoking policy will be promptly investigated. If the owner/agent finds there has been violation of the smoking policy, the head-of-household will be issued a lease violation. Each violation of the smoking policy will result in a lease violation being issued, up to three in total. After three lease violations have been issued, the owner/agent will begin the process to terminate tenancy (evict) in compliance with HUD's requirements.

Nothing in the rules above shall be construed to restrict the power of any county, parish, city, municipality, town, or village to adopt and enforce additional local laws, ordinances, or regulations that comply with at least the minimum applicable standards to establish smoke-free public places.

USE OF MARIJUANA – FEDERALLY FUNDED PROPERTY

Based on federal law/The Quality Housing and Work Responsibility Act of 1998 (QHWRA), admission of marijuana users is prohibited. QHWRA requires that owner/agents establish standards that prohibit admission based on the illegal use of controlled substances including state legalized marijuana. State laws that legalize recreational or medical marijuana directly conflict with QHWRA and thus are subject to federal preemption.

Residents, residents' guests, and residents' service providers are prohibited from using marijuana on the property (even in a smokeless manner).

If HUD rules change, the property House Rules may be edited to conform to the policies set forth by HUD.

USE OF SMOKE-FREE TOBACCO PRODUCTS

The use of any chewing tobacco or "dip" (oral tobacco products) will be prohibited from all public and common areas including, but not limited to, the management office, community room, any areas where meals are prepared or served, laundry room, walkways, and recreational areas. The policy applies to all property staff, residents, residents' guests, residents' service providers, contractors, and visitors.

CANDLES AND INCENSE

The use of candles and incense at the community are not allowed due to the high risk of the threat of life and safety to other residents and the potential for extensive property damage.



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PUBLIC CONSUMPTION OF ALCOHOL

The owner/agent maintains a strict prohibition against consumption of alcohol in all common or public areas unless participating in a property-wide function sponsored by the owner/agent when the owner/agent grants permission for residents to provide alcohol. This prohibition against consumption of alcohol includes but is not limited to, offices, designated smoking areas, laundry rooms, common stairwells, community rooms, and parking lots.

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

WEAPONS & FIREARMS

All firearms in the possession of a resident, guest, or service provider must be licensed and carried in accordance with state and local laws. Resident, guests, and service providers must provide copies of permits upon request by property staff and/or the owner/agent.

All weapons/firearms must be stored in locked cabinets. If removed from the cabinet for legal use (i.e. target practice at a firing range or hunting), the weapon/firearm must be transported in an appropriate carrying case from apartment to vehicle and back to the locked cabinet. Openly carrying or displaying weapons or firearms on the property is strictly prohibited.

The use of any type of weapon, firearm, or dangerous object is strictly prohibited within the boundaries of the property. This includes, but is not limited to:

- Shotguns, handguns, pistols, rifles, etc.
- Ammunition of any type
- Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type
- Archery equipment (bows, arrows, targets, etc.)
- Any and all types of sling shots or any device that could shoot a projectile
- All sharp edged or pointed objects (i.e., knife, sword, etc.) used with the intent to threaten, intimidate, or harm another
- Any and all types of explosives, fireworks, and explosive chemical(s)
- Any other type of instrument, object, and/or material that may be deemed a weapon when used with the intent to threaten, intimidate, or harm another

The illegal possession of weapons by a resident, a resident's service provider, or a resident's guest is prohibited and constitutes **a material lease violation.**

"Personalized" firearms, also known as "smart guns" or "owner-authorized" guns, incorporate technology preventing their use except by authorized users. **Personalized guns are designed to prevent shootings, both intentional and unintentional, by children, thieves, and other unauthorized users.** A 2003 study analyzing data from seven years of unintended firearm deaths or deaths of undetermined intent found that 37% of the deaths could have been prevented by a smart gun. Personalized guns also render firearms useless to criminals who gain access to law enforcement weapons during the course of an arrest or other encounter.

The resident, guest, or service provider agrees to abide by any local personalized firearm regulations in place now or passed in the future.

HOME-BASED BUSINESS

No business or business activity shall be carried in the unit at any time except with the prior written approval of the owner/agent.

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



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All home-based businesses must comply with local laws or ordinances governing such businesses located in a residence. It is the responsibility of the resident to be familiar with such laws or ordinances.

The owner/agent and/or property staff reserves the right to determine if a home-based business is allowable or not based on the impact of the business to the physical condition of the unit and the impact on the right to the peaceful and quiet enjoyment of the property by the surrounding residents. Sewing, consulting, and data entry are examples of allowable home-based business ventures.

No home-based business that uses chemicals (such as hair and nail cosmetology) or the manufacture of products in the home (such as woodworking, metalworking) is allowed.

No home-based business that causes disturbances to other residents (activities that create loud or annoying sounds, noxious odors, etc.) is allowed.

All units shall be used for residential purposes exclusively. Home offices are allowed under the following conditions:

1. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the building or from any common area including hallways or elevators;
2. The business activity does not involve visitation of the apartment by employees, clients, customers, suppliers, or other business invitees, provided however this provision does not preclude the delivery of materials or items by United States Postal Service or by other customary parcel delivery services (UPS, FedEx, etc.);
3. The business does not increase traffic to and from the property; and
4. The business activity does not increase the insurance premium paid by the owner/agent or otherwise negatively affect the ability of the owner/agent to obtain insurance coverage.

Additional restrictions may be added based on state or local requirements.

Daycare, either for children or adults is not permitted. Daycare requires special licensing and monitoring would create an undue burden on the owner/agent and/or property staff. Occasional "sitting" is allowed, but must conform to the guest/visitor policies.

If a resident has an allowable home-based business as defined above, the resident will be aware of and obtain and keep current any federal, state or locally required licenses, permits, insurance, or any other required documentation that such an occupation or business would be required or reasonably expected to maintain. The owner/agent and/or property staff will not be responsible for failure on the part of the resident to comply with any of these requirements.

Upon request, the resident will provide evidence with compliance of the above. Upon notice, the resident agrees to terminate any such practices until the requirements listed above are met and documentation provided.

Employees and/or patrons of a home-based business may not use the property parking to address daily parking needs. Occasional parking is allowed. However, no more than two parking spaces may be used for the non-resident employees or patrons of any home-based business at any given time. **The owner/agent is not responsible for the safety or security of vehicles parked by patrons or employees of a home-based business.**

Any income from the home-based business will be reported in compliance with the HUD lease. The owner/agent and/or property staff is not responsible for determining the gross or net income from a business. This information must be provided in a generally accepted manner such as providing an audited financial statement or tax return showing net income. If a resident is unable to provide such verification, the owner/agent will include the gross income from the business when determining the assistance payment.

SOLICITATION/SALES

For reasons of both security and respect for privacy, sales solicitations are limited. Residents may request to have



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general solicitations posted on the property bulletin board or posted on other bulletin boards throughout the property and in the property elevators. Residents are prohibited from distributing advertisements, solicitations, invitations, or other like materials on or under residents' doors. Certain exceptions apply in relation to notification regarding tenant meetings.

Residents are permitted to sell commercially endorsed home products (e.g. Tupperware, Rodin & Shields, Avon). Residents may provide information about these products to other residents by posting notice of the availability of those products on the resident bulletin board. Property staff will monitor postings and may remove any posting deemed inappropriate.

Residents may sponsor housewares, home decorating, and other appropriate parties in their apartments in accordance with these House Rules. Other residents may be invited, but not required or pressured, to attend.

Resident(s) are not allowed to sell cigarettes, beer, or wine, or any other controlled or illegal items out of their apartment. **Such activity is considered a material lease violation.**

Garage and yard sales are prohibited unless approved by the property staff.

Residents are responsible for the behavior of guests at any event sponsored by the resident.

Under no circumstances may residents make calls on other residents to sell products without having been specifically requested to call. The owner/agent does not permit sales persons who are not residents of the property to call on residents unless a resident has specifically invited the individual to call.

WADING POOLS

Because of the health risk and risk of injury, small inflatable and plastic pools are not allowed.

SUNBATHING

Sunbathing is only permitted in appropriate attire on private porches or balconies.

UNMANNED AIRCRAFT SYSTEMS, DRONES OR OTHER REMOTE CONTROLLED FLYING DEVICES

The use of unmanned aircraft systems (UAS), drones, or other remote controlled flying devices is prohibited. Residents may own such devices and must keep them stored in a safe manner.

Resident, resident guests, or resident service providers may not operate these devices from any location on the property. Resident, resident guests, or resident service providers may not fly such vehicles over the property even if the operator is off-site.

LAUNDRY ROOM

Use of the laundry room is restricted to residents and persons assisting residents.

Residents must use laundry equipment according to its design instructions. Upon request, the property staff can assist the resident in understanding how to operate any laundry equipment.

Please contact the property staff as quickly as possible if there are concerns about the laundry room or with any of the laundry equipment.

Do not leave washing machines or dryers unattended while washing or drying laundry items. Laundry must be removed immediately from machines when a cycle is complete. Abandoned laundry may be removed and taken to the management office. Abandoned laundry will be disposed of if it is not claimed within twenty-four (24) hours. The owner/agent will not reimburse the owner of the laundered items if they are disposed of for this reason.

The owner/agent and/or property staff is not liable for any lost or damaged clothing.

The laundry room may not be used to clean diapers or to remove human or animal feces.



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No dyeing or starching is permitted in the machines.

The laundry room or laundry equipment may not be used as part of a home-based business.

The laundry room or laundry equipment may not be used to complete tasks required to eradicate bed bugs.

If a resident, a resident's guest, or a resident's service provider does not comply with the laundry room rules, the owner/agent and/or property staff reserves the right to prohibit use of the laundry room.

COMMUNITY ROOM

A community room is available for the residents' use.

Smoking and/or consumption of alcoholic beverages in the community room is prohibited.

Animals are not allowed in the community room unless the animal is necessary to address the symptoms of a disability while a resident or resident's guest is participating in an event held in the community room.

Residents must not indicate that any resident-sponsored meeting/function is mandatory under the terms of the lease. Use of the community room and participation in resident-sponsored activities hosted in the community room are voluntary.

Contact the property staff for further information about use of the community room.

COMMUNITY ROOM RESERVATIONS - The community room is open when the property management office is open. At other times, the community room is available by reservation only. Reservations for resident functions must be requested no less than two (2) business days prior to the meeting so that the owner/agent can arrange to provide access to and secure the community room.

A reservation for a private function is subject to approval and must meet requirements set forth under various fair housing provisions. At least one resident must plan to supervise/host the function.

When a request to hold a private function in the community room is granted, the resident will be responsible for costs incurred such as cleaning and damages. Cleaning will be charged at \$35 per hour. Damages will be charged at the rate of \$35 per hour along with material costs.

Reservations requests are subject to approval and are granted on a first-come first-served basis.

If the owner/agent plans to close the community room for staff functions, such closure will be announced no less than five (5) business days prior to the function. If the community room will be closed due to a resident or private function, the closure will be announced when the reservation request has been approved.

Contact the property staff to submit a reservation request.

BARBEQUE GRILLS

Personal gas or coal barbecue grills are not allowed on the property.

Where available gas and/or charcoal grills have been provided and are located throughout the property grounds. Personal gas or coal barbecue grills are not allowed.

TRASH/DUMPSTERS

Each resident agrees, at his/her sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash.



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It is the responsibility of the resident to remove from the property, and properly dispose of, all unwanted household items or personal property. At no time may trash be left outside the unit in hallways, on patios/balconies or in other common or public areas.

Dumpsters are provided for the purpose of trash and garbage disposal. Dumpsters are reserved for personal use by residents only.

Residents are required to use the appropriate containers provided. Resident shall sort and separate such items into categories as provided by law, and in accordance with property policies.

All trash and garbage must be placed in a plastic bag, tied/sealed, and properly placed **inside** the dumpster. Trash and garbage are not to be placed on top or beside the dumpster(s). Residents are responsible for the proper disposal of trash/garbage.

The dumpster lids or doors must be kept closed at all times to discourage unwanted entry by birds, animals, or people.

The owner/agent and/or property staff reserves the right, where permitted by law, to refuse to collect or accept from the resident any waste products, garbage, refuse, or trash which is not allowed to be placed in the dumpsters by the dumpster contractor and to require resident to arrange for such collection, at the resident's sole cost and expense, using a contractor satisfactory to the owner/agent and/or property staff.

The placing of discarded furniture, mattresses, box springs, or other personal property in or around the dumpster(s), and/or any common areas, or within the property boundaries is strictly prohibited. Residents may contact the property staff for information about removing such items. Cost of such removal is the responsibility of the resident.

If the resident is participating in the eradication of bed bugs, the resident must contact property staff and comply with proper disposal any item from the unit.

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

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

The resident is responsible for the proper disposal of medical and/or hazardous wastes in accordance with the manufacturer's recommendations. The resident will be charged the cost of HAZMAT response and repairs if found in violation of this rule.

If the resident fails to properly dispose of any item, the cost for the removal will be charged to the resident. This includes hazardous waste, medical waste, paint, chemicals, old furniture, mattresses, box springs, or other personal property. This includes costs to treat bed bug infestations if household items, containing bed bugs, are not disposed of properly.

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

HAZARDOUS/INFECTIOUS WASTE DISPOSAL

Hazardous waste, gasoline, and any combustible items are not to be stored or disposed of within the apartment or apartment community. All hazardous waste must be disposed of in accordance with city code.

Infectious waste from the use of medical supplies must be handled properly.



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Needles and sharps must be packaged in a fashion that would minimize opportunity for contact injury. Needles and syringes must be discarded properly after use. Needles should never be bent, broken, or manipulated. These items must be placed in a medical grade sharps container.

CAMERAS AND RECORDINGS

Residents understand and acknowledge that surveillance cameras have not been installed throughout the property. Cameras may be present in the management office, in common areas and in other areas throughout the property.

Any communication, including but not limited to calls/texts/emails made to the management office or to property staff devices may be monitored and recorded.

In addition, the owner/agent may, from time-to-time, record activities conducted in a resident's unit including:

- Unit Inspection (by property staff, service providers hired by the owner/agent, HUD, or other regulatory agency representatives)
- Completion of work orders
- Other maintenance
- Extermination
- Individual meetings

ALL HOUSEHOLD MEMBERS ACKNOWLEDGE AND GIVE PERMISSION FOR INFORMATION RECORDED OR STORED WITH THESE DEVICES TO BE USED BY THE OWNER/AGENT OR BY THE OWNER/AGENT'S REPRESENTATIVES DURING ANY LEGAL PROCEEDINGS, MEDIATION OR APPEALS OF OWNER/AGENT ACTION.

Initials _____ Initials _____ Initials _____ Initials _____ Initials _____

YOUR APARTMENT

INSURANCE

The owner/agent is not responsible for damage or loss of any personal property belonging to the resident. Residents are strongly encouraged to purchase renter's insurance for personal belongings and household effects. The owner/agent's insurance policy does not provide this protection. Rental (content) insurance can be obtained through most local insurance providers at a moderate cost.

WATERBEDS

Waterbeds are not allowed.

LOCKS/KEYS

At move-in, resident will be issued one set of keys/entry card for each adult household member. The number of keys is not to exceed the number of persons in the household. Residents ARE NOT PERMITTED TO PROVIDE KEYS TO RELATIVES, FRIENDS, OR GUESTS WITHOUT WRITTEN CONSENT OF MANAGEMENT.

In such a case, the resident will be required to sign a waiver which relieves management of all liability in the issuance and usage of the requested key(s) to a relative, friend, or guest.

Residents may not add or change locks on the unit. If the apartment key/entry card is lost, it is the responsibility of the resident to notify the property staff immediately. The resident may be charged for replacement or re-keying expenses. If a resident requests lock replacement, there will be an additional charge based on the actual cost.

One (1) key is issued per household (when applicable) for the laundry facility. If this key is lost, the owner/agent will charge the resident for replacing the lock to the laundry facility.



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Any remote control device used to gain entry to a building or structure in the community is subject to the same policy. There will be a charge for repair/replacement of lock or replacement of lost keys.

When available the property staff will assist residents who are inadvertently locked out of their apartment during business hours. Proper identification must be shown. Residents will be charged **at the current approved rate** for each lockout incident occurring after normal business hours if staff is available for assistance. If staff is not available for assistance, then a local locksmith has to be called at the expense of the tenant.

Other than property staff, emergency response personnel, or law enforcement personnel, no person other than those listed on the lease will be allowed emergency access to an apartment without written consent by the resident.

Resident(s) on lease are responsible for the control of and return of all keys and/or remote control devices issued. Failure to return all keys issued will result in charges for the lock replacement or re-keying. Residents will be required to reimburse the owner/agent for the charges incurred to replace or re-key locks.

Where applicable mailbox & keys are owned by the United States Postal Service, and they will be provided by the Ukiah Post Office located at 671 South Orchard Ave, Ukiah CA. 95482. You will need a copy of your lease and state issued photo ID to obtain a key to access the mailbox assigned to your unit. Charges for lost keys are handled directly by the United States Postal Service.

SMOKE AND CARBON MONOXIDE DETECTORS, FIRESTOP SYSTEMS, AND FLAMMABLE SUBSTANCES

Each apartment is equipped with at least one (1) smoke detector. Residents are prohibited from removing or tampering with smoke detectors. If the smoke detector "beeps" periodically or seems overly sensitive, the resident will contact the property staff immediately.

Each apartment may be equipped with at least one (1) carbon monoxide detector. Residents are prohibited from removing or tampering with carbon monoxide detectors. If the carbon monoxide detector "beeps" periodically or seems overly sensitive, the resident will contact the property staff immediately.

The resident, resident's guests, and service providers will not disable smoke or carbon monoxide detectors by disconnecting or removing batteries from these devices.

Disabling a smoke or carbon monoxide detector is a violation of the lease and the state property code.

In units employing the use of firestop systems, residents will be instructed in the proper use and inspection of such systems at the time of move in and again annually. Residents will be responsible for the replacement cost of any firestop system if such system is damaged, lost, or dispensed. Residents must notify management in the event of a discharge of the firestop system or of any malfunction that renders the system unusable.

The storage of flammable substances is strictly forbidden. No tenant shall store flammable or combustible substances anywhere on the premises. For the purposes of these restrictions, flammable or combustible substances include but are not limited to: gasoline (except that which is in the fuel tank of a vehicle), solvents, and flammable gases (propane or butane, etc.).

APPLIANCES

Appliances must be kept clean. Appliances may only be used as they are intended to be used. For example, ovens are not to be used as heaters or storage areas.

Residents are not permitted to place aluminum foil on the stove burners or in their ovens.

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

No additional appliances may be installed in an apartment without prior written permission from the owner/agent



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and/or property staff. This includes but is not limited to miniature refrigerators, washer/dryer units, window air conditioners, and freezers.

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

Residents are not permitted to repair any major appliance provided by the owner/agent. If any appliance is not working properly, the resident will notify the property staff and the property maintenance team or a vendor, hired by the owner/agent, will repair the appliance.

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

UTILITIES

Necessary utilities such as gas, electric, water, etc. must be kept in service to the apartment at all times during the lease term. Where applicable, service must be established in resident's name (or in the name of someone assisting the resident) with the signing of the lease. All water, garbage, electricity and sewer will be paid for by Live Oak Apartments.

TELEPHONE SERVICE

All apartments have been wired for telephone service. Service may be obtained by calling the local telephone company. All charges associated with telephone installation and use are the responsibility of resident.

CABLE, TELEVISION, INTERNET AND OTHER LIKE SERVICES

If applicable, the apartment is pre-wired for cable television. Service may be obtained by calling your local cable provider. Mounting televisions or other electronics on a wall or other permanent structure in the unit is prohibited without written permission from the property staff.

The resident (or the resident's service provider) will not move or add cable, internet, or power outlets unless approved by the property staff or the owner/agent.

All cable, and other like charges, including installation, are the responsibility of resident.

Internet will be provided for the resident for the duration of the lease on the unit.

HEATING & AIR CONDITIONING

Each apartment is equipped with heating and air conditioning units. New residents will be instructed on safe operation at move-in. Residents are not permitted to install personal air conditioners without written permission of the owner/agent and/or property staff.

Heating and air conditioning units will be maintained as part of regularly scheduled unit maintenance. The resident must contact property staff/maintenance staff if heating unit are not working properly.

The oven or stove is not to be used to provide heat to the apartment.

Use of personal kerosene or propane heaters in a unit, on a balcony or in any common area, is strictly prohibited. Small electric heaters are allowed but the resident must ensure that use is properly monitored.

Any questions about heating or cooling should be directed to the property staff during normal business hours. Malfunctions of the heating/cooling system should be reported immediately to the property staff.

Common area heating and air conditioning units will be set and maintained by property staff. Any alterations to common area heating and air conditioning units will be a violation of the residents lease.



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Personal electrical space heaters are not permitted for use in the apartments or in common areas.

SINKS & DRAINS

The resident must contact property staff/maintenance if a sink or toilet is overflowing or if a clog cannot be cleared with simple plunging.

Residents may not dispose of paint or other chemicals using property sinks, toilets, or drains.

The resident may not dispose of tobacco products (cigarettes, chewing tobacco, etc.) using property sinks, toilets, or drains.

The resident may not dispose of over-the-counter or prescription drugs using property sinks, toilets, or drains.

Trying to flush or pour certain items is known to cause problems with plumbing. These items include but are not limited to grease, large food items, personal hygiene items, toys, and diapers. The resident will not attempt to flush or pour these items through the drainage system.

Residents are allowed to attempt to plunge clogged drains, however use of "DRAIN-O" and similar caustic substances should be avoided as they can damage pipes and/or cause personal injury. The owner/agent and/or property staff is not liable for injury caused by use of such products.

Overflowing toilets, baths or sinks constitute a "maintenance emergency" and the resident agrees to contact the property staff as quickly as possible even if the event occurs after normal office hours.

BALCONIES, PORCHES, PATIOS, ENTRYWAYS AND SIDEWALKS

Balconies, porches, patios, entryways, and sidewalks are to be kept free of all obstacles, debris, or other items that may create an unsightly appearance. Venetian or bamboo type hangings, hanging fixtures and electrical cords are not allowed. Indoor/Outdoor carpet may not be placed on the floor.

These areas are not to be used for storage of any kind, including, but not limited to boxes, furniture, and cleaning supplies. Storage containers may not be kept on the balcony. The addition of shelving is prohibited.

Liquid bird feeders are allowed and are to be limited to one (1) per balcony or patio area. Seed bird feeders are prohibited from any balcony or patio area. Seed bird feeders are not allowed because they attract rodents which in turn attract snakes and other pests that feed on rodents.

Appropriate outdoor furniture and plants are allowed. Appropriate outdoor furniture must be in good repair and intended for outdoor use. Plants must be in pots that are designed to prevent water from dripping to lower level balconies.

Temporary or permanent clotheslines are not permitted. Residents are not allowed to hang garments, towels, or other item over rails.

No one is allowed to sit or stand on balcony railings. Doing so may result in injury or death due to falls. The owner/agent and/or property staff will not be liable for injury or death caused by irresponsible behavior on behalf of a resident, a resident's guest, or a resident's service provider.

Tasteful holiday decorations may be placed on doors, balconies, porches, or patios that are under the exclusive use of the resident no more than thirty (30) days before any recognized holiday. The owner/agent will be the final authority regarding whether such decorations meet the definition of "tasteful".

Decorations must be in good working order and may not create any sort of fire hazard or hazard to residents (such as creating a tripping hazard or blocking an exit).

Holiday decorations must be removed no more than seven (7) calendar days after the holiday. If a resident fails to



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remove holiday decorations in a timely manner, the property maintenance staff will remove the decorations and dispose of them.

All decorative lights (interior and exterior) should be turned off no later than 10:00 pm and should not be on when the unit is not occupied.

Permanent displays of decorations or symbols on doors, exterior walls, balconies, porches, or patios under the exclusive use of the resident, or in any part of common areas are prohibited.

No alteration in landscaping is permitted without prior written permission from the owner/agent and/or property staff. The owner/agent and/or property staff is not liable for the damage or theft of any personal property left outside of a resident's apartment.

WINDOWS & WINDOW COVERINGS

Where applicable, the owner/agent has equipped the apartment with window treatments. Residents may not remove these window treatments.

Residents must receive prior approval before installing draperies and/or window coverings in the apartment when such draperies and/or window coverings are visible from the outside of the unit.

Sheets, blankets, aluminum foil, or other unapproved items are not acceptable window coverings and, upon notice, must be removed in no more than seven (7) calendar days.

With approval, residents may install additional curtain rods. However, proper mounting screws must be utilized. Residents are responsible for any wall damage resulting from improper installation of drapery hardware. All window coverings are to be white-backed so that the exterior of the building will present a uniform image.

Windows are not allowed to be nailed and/or in any way permanently shut. HUD requirements dictate that window egress (the ability to exit through the window in the event of an emergency) **cannot** be blocked by any item that is taller than the windowsill.

HUD has specific requirements in regards to inspection of windows and certain egress from the unit. The resident agrees to abide by HUD rules and, when notified, will remove or move any items that may reduce any inspection score.

Residents are responsible for keeping their interior windows clean.

HOUSEKEEPING

Maintenance staff will clean and maintain the hallways, lobbies, and other public and common areas. Residents are required to maintain their own apartments in a decent, safe, and sanitary manner. The resident agrees to notify the property staff, during normal business hours if the unit needs to be repaired or maintained.

This requirement includes, but is not limited to, notifying the property staff when smoke detectors, appliances, or plumbing require minor repairs or maintenance. It also includes notifying property staff in the case of any suspected parasitic infestation such as roaches or bed bugs.

Charges for damages (beyond normal wear and tear) caused by the resident, resident guests, resident service providers, or animals will be assessed and payment will be due within thirty (30) days.

Failure to notify the owner/agent of any suspected parasitic infestation may result in charges for damages caused by such infestation.

UNIT FURNITURE

The units at Live Oak Apartments are provided with a bed frame, mattress, dresser, night stand, table with 2 chairs, and a microwave in all units. Futons will be provided in the 1-bedroom units at the community.



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At no time without prior written permission from the management company will any third party or personal furniture be added to the above mentioned units. All of the units are furnished for the benefit of the resident and the original furnishing needs to remain in place in the units.

MAINTENANCE

It is the responsibility of each resident to promptly report any maintenance problem. Charges for damages resulting from unreported maintenance problems will be assessed and the amounts due within thirty (30) days of notice.

Routine maintenance requests are made by contacting the property staff during normal business hours. Emergency maintenance service is available twenty-four (24) hours a day via the property's management office.

After hours number(s) are provided by the owner/agent and/or property staff. Residents [may dial 1-800-363-5050](tel:1-800-363-5050) when there is the presence of a communication disability. Examples of maintenance emergencies include but are not limited to:

- Gas leak/smell – Call Fire Department
- Flooding
- No heat (in the winter)
- No electricity
- Water coming into the unit
- No running water
- Leaking hot water tank
- Exterior door, window or lock broken and unable to secure apartment
- Inoperable toilet (does not apply if second toilet available)
- Inoperable refrigerator

Should a maintenance emergency occur during regular office hours, contact the property staff at the management office via email, phone, or report the emergency in person.

In the event of a health, fire, or safety emergency, call 911 or your local emergency response agency immediately.

The owner/agent's staff is not permitted to perform repairs on any resident's personal property or to perform any type of personal work for residents.

EXTERMINATION/PEST MANAGEMENT

The resident will not attempt to perform extermination tasks.

The owner/agent will provide periodic extermination services at no charge to the resident. This is considered part of regular maintenance of the unit.

Residents will receive notice before extermination occurs. Residents with apartments scheduled for extermination should clear items from under sinks and closet floors.

The resident will contact the property staff during normal business hours to schedule extermination if the resident suspects any pest problems in the apartment.

The owner/agent reserves the right to schedule additional extermination services required to ensure that units are maintained in a decent, safe, and sanitary condition and to meet our requirement to ensure peaceful enjoyment of the property by other residents.

Unless the owner/agent and/or property staff provides approval in advance, **ALL** units will be treated by the pest control vendor.



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The resident will maintain the unit in such a way as to minimize risk of infestations including, but not limited to, infestations by cockroaches, fleas, bed bugs, ants, and rodents. The resident understands that any instances of failure to maintain the unit in a decent, safe, and sanitary condition discovered by an exterminator will be reported to the property's management staff. The property's management staff will take appropriate action.

Failure to cooperate with pest management efforts or denial of entry to the pest control vendor is considered interference with management.

It is the resident's responsibility to contact the property staff in the event of allergies or sensitivities.

BED BUGS

The purpose of this notice is to inform all incoming residents about the general behavior and biology of Bed Bugs. This notice is a requirement under AB-551 and U.S. Department of Housing and Urban Development Notice H-2012-5.

Bed bug appearance

Bed bugs have six legs. Adult bed bugs have flat bodies about $\frac{1}{4}$ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about $\frac{1}{16}$ of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life cycle and reproduction

An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed bug bites

Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association

Because of increased concern about bed bugs, and in response to HUD guidance, the owner/agent has established additional guidelines for residents.

If any resident suspects the presence of bed bugs, the resident should attempt to contain the bed bugs in a Ziploc or other sealed bag (property staff will provide a sealable bag upon request) or in a jar that contains ethanol alcohol. This should be kept in the freezer until the property management office opens during normal business hours. The resident should contact the property staff and maintenance will come to the unit to investigate. Do not bring suspected bed bugs to the maintenance office or to the management office.

If the presence of bed bugs is confirmed, the property staff will explain the requirements to eradicate the bed bugs



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and will work with the resident to schedule eradication.

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

Failure to notify the owner/agent and failure to fully and properly participate in the eradication process is grounds for immediate termination of tenancy.

If the resident fails to notify the owner/agent and/or property staff of an infestation or if the resident fails to fully and properly participate in the eradication process, the resident will be charged for all costs associated with infestation of the unit and other areas. These charges will be considered damage in accordance with HUD notice.

If a licensed exterminator determines that repeated infestations are caused by the resident, resident's guest, or service providers hired by the resident, cost of eradication for bed bugs present as a result of the resident's, resident guest's, or resident service provider's actions will be considered damage and will be charged to the resident. These charges may include damage to other units and to common areas.

As part of the process to prepare a unit for a new family, the unit will be inspected and will be certified as bed-bug free before a new family moves in. Within thirty (30) days of move-in, any new resident agrees to participate in a unit inspection. Participation may include use of detection products used to detect bed bugs or other infestations. If the presence of bed bugs is discovered, a professional extermination company will be hired to investigate the source and to begin the eradication process. The cost of such eradication may be charged to the resident if the exterminator determines that the resident's property is the source of the bed bugs.

Residents agree to fully and properly participate in all eradication procedures including properly preparing the unit based on guidance provided by the owner/agent and/or property staff.

If visits from a resident's guest or service provider are determined to be the cause of repeated infestations, the resident will notify the guest or the service provider. The resident is responsible for ensuring these guests or service providers do not cause repeated infestations. If the resident is notified that the guest or the service provider is the cause of such infestations and the resident continues to allow the guest or service provider access to the property resulting in repeated infestations, the resident will be charged for damages including costs to eradicate bed bugs in their own unit, surrounding units and common areas as applicable.

UNIT INSPECTIONS

The property staff will conduct a thorough inspection of each unit 30-days after signing of the lease and quarterly thereafter. If at any point during the term of tenancy, there is a house keeping issue additional inspections may be required with increased frequency. Residents will be notified at least twenty-four (24) hours in advance of any scheduled inspection. Residents are encouraged, but not required, to attend inspections.

If unit inspection results in discovery that the apartment is not maintained in a decent, safe, and sanitary manner, the resident will be issued a lease violation and will have seven (7) calendar days to rectify the problem.

If the problem is considered an exigent health and safety issue, the property staff (or a qualified vendor), in accordance with HUD requirements, must repair the problem within twenty-four (24) hours. In such cases, and as warranted, the owner/agent and/or property staff will schedule more frequent inspection of the unit.

The resident agrees to grant access to the unit and correct any discoveries resulting from the unit inspection.

The resident also agrees to more frequent unit inspections that may be conducted as a result of discovery that the resident failed to maintain the unit in a decent, safe and sanitary manner.

Regulatory agencies may also conduct unit inspections independent of the owner/agent and/or property staff.



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Residents will receive proper notice of such inspections. Residents agree to grant access to the unit for these inspections.

If there is a report of any parasitic infestation, the property staff or a qualified exterminator may be required to inspect the unit. Residents will receive proper notice of such inspections. Residents agree to grant access to the unit for these inspections. Resident also agrees to participate fully in the inspection process including following instructions to use traps or other devices to detect or eradicate parasitic infestations.

In accordance with local tenant/landlord guidance, the owner/agent may enter the unit without advance notice in the case of emergency including, but not limited to suspected injury, a fire, or serious water leak.

DAMAGES TO THE UNIT

Residents shall not damage or disturb any part of appliances, fixtures, cabinetry, the ceiling, walls, doors, or floor in an apartment in anyway, including, but not limited to:

- Installing hooks, nails, and/or other hardware into the ceiling or doors;
- Drilling into the ceiling, cabinets, walls, or doors;
- Removing or damaging doors to cabinets or vanities;
- Hanging light fixtures, ceiling fans or other objects from the ceiling without written approval from the owner/agent and/or property staff;
- Allowing water to accumulate on the floor;
- Painting, repairing, or making improvements with respect to the ceiling, walls, appliances, cabinetry, doors or floor; or
- Creating an environment or participating in or allowing activity that results in the infestation by bed bugs, fleas, or other parasites or rodents.

Residents shall immediately report any sagging, warping, leaking, cracking, staining, holes, or water accumulation related to the ceiling, walls, doors, or floor to property staff. Any damage the resident causes to the ceiling, walls, doors, or floor, including, but not limited to, damages caused by the resident's violation of this rule, shall not constitute ordinary wear and tear.

The resident shall be responsible for reimbursing the owner/agent for the cost of repairing damage to the ceiling, walls, doors, or floor and for any damages that result as a consequence of the resident's action.

At unit inspection and at move-out, residents may be charged for damages that exceed normal wear and tear to the unit. This includes damages caused by an assistance animal. These charges are due within thirty (30) days.

If the damage charges are assessed at move-out, the security deposit may be used to offset damage charges. (*Security deposits are applied to unpaid rent first*) However, any balance due after use of the security deposit is due within thirty (30) days.

If damages are caused by the presence of a pet, the pet deposit may be used to offset damages caused by the pet.

VEHICLES, CONVEYANCES AND PARKING

CARS AND/OR OTHER VEHICLES

Vehicles parked in the property parking lot must be operable, have a current registration, and insurance at all times.

Residents may allow their guests or service providers to park vehicles in the property parking lot only while the guest or service provider is visiting the resident. Residents must contact the property manager if any unregistered vehicle will remain on the property for more than three consecutive nights.

Vehicles must be in acceptable condition as defined below in order to park within the community. The following is



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required.

- Valid Registration and Plates
- Operable/Running
- Tires intact/inflated
- Windows in place
- Utilized on a regular basis (Cannot be parked for more than two weeks without use)
- Not used for storage purposes
- Not leaking fluids (air conditioner condensation is not considered)

Any vehicle that does not meet the above criteria will be removed/towed at the resident's expense.

Residents must comply with standard street laws concerning the vehicle including, but not limited to obeying street signs and speed limits.

Residents will not be allowed to operate or park a vehicle on the property if continued use of their car or any other vehicle represents a threat to other residents or causes excessive or undue damage to the property.

BICYCLES & OTHER LIKE TOYS

Bicycles and other like toys may be parked appropriately in areas outside the apartment or apartment building as long as they do not block sidewalks, entryways, or exits.

Residents and their guests are prohibited from parking these items in hallways or on sidewalks where they could present a danger to others or block entry to or exit from an apartment or a building in an emergency situation.

Bicycles and other like toys that are in good working order may be parked on balconies or patios set aside for the exclusive use of the resident. The owner/agent and property staff encourages residents to use appropriate locks.

At no time may bicycles be left on their sides on the lawn, on sidewalks, in driveways, in parking areas, or in the landscaped area of the complex.

Residents are responsible for the safe and courteous operation of bicycles and riding toys in common areas.

Bicycles, skateboards or other like toys may not be ridden on sidewalks (when people are walking on the sidewalk), in hallways, through landscaped areas, down stairwells, or in other common areas.

Residents and their guests are expected to comply with signage in accordance with common safety practices (stop at stop signs/lights, yield to other traffic, etc.).

Riders must conform to local laws regarding use of helmets and other safety gear.

The owner/agent and/or property staff assumes no responsibility for injury to those using or riding bicycles, skateboards, or other like toys. The owner/agent and/or property staff assumes no responsibility for damage to or theft of these items.

Damages to the property (including common and public areas) caused by use of such items will be charged to the resident. These charges must be paid within thirty (30) days.

WHEELCHAIRS, WALKERS, CARTS, & SCOOTERS

Residents are responsible for the safe and courteous operation of their mobility aid(s) in public and common areas. Residents are prohibited from parking these aids in hallways, sidewalks, or parking lots where they could obstruct other residents' ability to exit in an emergency situation or present a danger to others.

All operators must maintain complete control of their own mobility aid(s) at all times. They must operate their mobility aid(s) so as not to endanger themselves, other residents, staff, or visitors.



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For motorized conveyances, all operators must maintain safe speeds when in use within the facility or on its grounds. Safe speeds are defined as no faster than the average walking speed.

Only one (1) person at a time may use any single motorized conveyance. No towing, pushing, or pulling of other objects or vehicles of any sort is allowed on property grounds.

Motorized conveyances must, at all times, yield to pedestrians and appropriately to other conveyances similar to the rules that apply when driving a car.

- Operators must avoid contact with fixed and moveable objects at all times. The cost to repair damage, in a unit or in common areas, caused by operators of a motorized conveyance will be charged to the resident.
- Motorized conveyances must not obstruct any resident's ability to come and go and use the common areas in an appropriate and timely fashion.
- Operators must maintain, or allow to be maintained, their vehicle in a safe and hygienic condition.
- Motorized conveyances must be in good working order.
- Motorized conveyances may be parked only where authorized.
- Motorized conveyances can only be charged in individual apartments or in other designated areas.

The owner/agent and/or property staff is not responsible for theft or damage to resident's property.

PARKING

Residents, their guests, and their service providers have the right to park cars or motorcycles in the property parking lot. Cars, motorcycles, or other vehicles will not be parked on curbs, in grass, or in other areas that are not specifically designated for parking. The owner/agent is not responsible for the safety or security of vehicles parked in the property parking lot.

Residents are allowed to park one vehicle for each household member who is sixteen (16) years of age or older with a valid drivers' license. Unless the resident seeks prior approval and unless there are extenuating circumstances or the need for a reasonable accommodation, all vehicles must be legally registered to a resident, caregiver or live-in aide who lives in the unit.

If a resident is unable to provide the described documentation upon request, the resident will be required to immediately remove the vehicle from the property until such documentation can be provided. If the resident fails to remove the vehicle, the vehicle will be towed at the vehicle owner's expense.

Recreational vehicles, trailers, commercial vehicles (other than police or emergency vehicles), tractor-trailers, or semis may not be parked anywhere on the property and will be towed, at the vehicle owner's expense, upon discovery.

Moving vans are allowed to be properly parked in the property parking lot for a maximum of forty-eight (48) hours before or after move-in or move-out.

Parking spaces are available on a first-come, first-served basis. Based on city ordinance, the required number of marked handicapped spaces is available for public use. These are public spaces and cannot be assigned to any particular resident, guest, or service provider.

Assigned parking is available to residents with disabilities as a reasonable accommodation. Please review the property Reasonable Accommodation/Modification policy and/or contact the owner/agent and/or property staff for information regarding reasonable accommodations.

Vehicles parked improperly or vehicles parked in loading or emergency zones will be towed at the vehicle owner's expense without notice. Cars parked over parking space lines, or "double-parked", may be towed at the vehicle owner's expense.

The property parking lot is not a vehicle storage area. If an automobile or other vehicle, even an automobile or other vehicle registered to a resident, remains in one space (and is not moved) for more than thirty (30) days, the



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car will be considered “abandoned” and will be towed at the vehicle owner’s expense. Certain exceptions may apply if a resident’s extended absence has been recorded by the property staff or if the resident has been granted a reasonable accommodation.

Residents may not conduct automobile or other vehicle repairs in the property parking lot or anywhere else on the property. This prohibition does not include services provided by roadside service organizations such as AAA or automobile dealer roadside services.

Parking lots are not to be used as a social gathering place unless the property staff provides written permission.

The owner/agent and/or property staff assumes no responsibility for damage, theft, damage, or destruction of any vehicle or its contents parked on or around the community.

If a resident demonstrates unsafe driving while in the property parking lot, parking privileges may be revoked. Unsafe driving includes, but is not limited to, accelerating and making tires squeal, jumping curbs, driving on sidewalks, colliding with other vehicles, striking staff, residents, vendors, guests, or service providers, and failure to obey stops signs, speed limits, or crosswalk regulations.

If parking privileges are revoked, vehicles registered to the resident will be towed at the vehicle owner’s expense if the vehicle remains on the property for more than seventy-two (72) hours after parking privileges have been revoked.

ANIMALS

PETS & ASSISTANCE ANIMALS

The owner/agent has established policies that apply to animals that will live in the unit. If a resident wishes to house an animal, the resident must complete the appropriate registration and **the animal must be approved before it is allowed to live in the unit.** This rule includes assistance animals.

Residents must agree to comply with the Pet Policy or Assistance Animal Policy as appropriate.

All residents are provided with the Pet Policy regardless of whether or not there is a pet living in the unit. Only those residents who require assistance animals will be required to agree to abide by the Assistance Animal Policy.

All animals must be registered and approved BEFORE they are allowed to live in the unit. This rule applies to pets and to assistance animals (including companion animals). All adult household members must agree to abide by the property Pet Rules.

The pet rules require residents who own dogs or cats (pets) or keep dogs or cats (pets) in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on residents of the property.

The owner/agent will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to the unit, fumigation of the unit, and the cost of animal care facilities.

The owner/agent will return the unused portion of a pet deposit to the resident within a reasonable time after the resident moves from the property or no longer owns or keeps a household pet in the unit.

The pet deposit will not exceed \$150.00. A \$50.00 initial pet deposit is required at the time the pet is brought on to the premises. The resident will be required to pay the remaining balance in increments of \$10.00 per month until the \$150.00 pet deposit is collected. Residents are allowed to pay the entire pet deposit in increments greater than those described if he/she chooses to do so.



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Property staff will report the presence of an animal in the unit if there is no prior approval. The animal must be removed within seventy-two (72) hours of the notice or the property staff will contact animal control to remove the animal. Any costs associated with the removal of the animal are the responsibility of the resident. The owner/agent is not responsible for the health or well-being of the animal.

If there are extenuating circumstances, the resident must receive an exception, in writing, **prior to housing the animal.** Even so, the animal must meet the standards, regarding number of animals, size, breed, and behavior, established in the Pet Rules.

Service animals, companion animals, and therapy animals (all will now be called “assistance animals”) are not considered pets. If resident wishes to request an assistance animal, review and follow the process to request a reasonable accommodation and to request an animal. **The request must be submitted and approved before the resident is allowed to house an assistance animal.**

The need for the assistance animal will be verified if the need for the assistance animal is not readily apparent and proper documentation must be executed **BEFORE** an assistance animal is moved in to the unit. The resident must agree to abide by the Assistance Animals Rules established for residents of this property.

CRUELTY TO ANIMALS

Cruelty to animals in any form is an offense punishable by imprisonment, fine, or both. Cruelty directed toward animals if witnessed, should be immediately reported to a staff member or the police/local animal control. Residents who abuse animals are subject to termination of tenancy.

ENFORCEMENT OF THE LEASE, HOUSE RULES, PET RULES AND OTHER POLICIES

All residents understand that enforcement of the lease and property rules is the responsibility of the owner/agent and the property staff. Residents will not “self-police” the property. Under no circumstances will a resident approach another resident to attempt to enforce the lease.

If a resident witnesses or suspects non-compliance or if a resident has a complaint, the proper action is to advise the property staff during normal business hours.

Approaching a resident to enforce the lease or house rules is strictly prohibited.

RENT & OTHER PAYMENTS

Rent is due on or before the first (1st) day of the month and no later than the tenth (10th) day of the month.

Payments may be submitted at the management office during regular business hours. Methods of payment include personal check, a cashier's check, bank check, money order. **Cash is not accepted.** All payments received will be applied to the oldest balance of rent due.

Rent paid after close of business on the tenth (10th) day of the month will be considered late.

LATE FEES

There will not be any late fees charged at Live Oak Apartments.

RETURNED CHECKS

If any check is not honored for payment, payments will be accepted only in the form of cashier's check, bank check, or money order.

TIMING OF NOTIFICATION OF CHANGE IN EMPLOYMENT, INCOME OR HOUSEHOLD COMPOSITION

To ensure that assisted residents pay rents commensurate with their ability to pay, residents must supply information requested by the owner/agent, property staff, or housing authority if applicable for use in an interim recertification of family income and composition in accordance with HUD requirements. Residents must receive



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approval **before** a new adult household member moves in to a unit. This requirement includes live-in aides. All residents **must** notify the property staff prior to any of the following events:

- A current household member moves out of the unit
- A child under eighteen (18) years of age is added to the unit
- A previously unemployed household member becomes employed
- Household income increases by \$200 or more per month

Residents must report any of the following changes occurring since the last certification that may affect the resident rent and management will determine if an interim certification is needed. Changes a resident may report include the following:

- Decreases in income including, but not limited to, loss of employment, reduction in number of hours worked by an employed family member, and loss or reduction of welfare income;
- Increases in allowances including, but not limited to, increased medical expenses, and higher child care costs; and
- Other changes affecting the calculation of a family's annual or adjusted income including, but not limited to, a family member turning 62 years old, becoming a full-time student, or becoming a person with a disability

Residents **are not** required to complete an interim certification solely because a family member turns eighteen (18) years of age between annual certifications. However, that new adult household member must meet with property staff within thirty (30) days after turning eighteen (18) to sign required forms.

Failure to notify the owner/agent and/or property staff is considered a material violation. All household members must be eligible and must meet current screening requirements in order to be approved to move in to the unit.

Failure to report changes that create a rent increase, within thirty (30) days, will result in a retroactive rent increase effective the first day of the month following the date of the change

Failure to report changes, within thirty (30) days that result in an increase of assistance and a reduction of rent will result in a rent change effective the first day of the month following the completion of the new certification.

VISITORS / GUESTS

Visitors/guests are welcome as long as they:

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

Visitors/guests are defined as any person not on the lease, application, or regulatory certification regardless of age or relationship.

Visitors/guests may stay with the resident on an occasional basis not to exceed fourteen (14) cumulative days/nights in any forty-five (45) day period.

Residents are responsible for all actions of their service providers, guests, or visitors while on the property.

Unauthorized persons are subject to arrest for trespassing and/or loitering pursuant to the local penal code.

Guest and visitors will be allowed access to the community rooms or other common areas when the resident is present. Guests may take advantage of other common service areas such as the designated smoking area as long as their presence does not interfere with use and peaceful enjoyment by residents who are part of a lease. Residents are responsible for the actions of their guests.



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If a person is present on the property more than the number of days/nights outlined above, the resident (HOH) will be required to meet with the owner/agent and/or property staff to determine if an unauthorized resident is part of the household. Notice will be provided and this meeting will be conducted in accordance with regulatory guidelines. If the owner/agent suspects that a guest should actually be classified as a resident, the owner/agent will request a meeting with the head-of-household. In accordance with regulatory requirements, the resident will have ten (10) days to meet with the owner/agent. Failure to respond to the request to meet will result in termination of assistance beginning the first of the month following the 10-day notice.

The resident will be given the option to add the person to the household if the unauthorized person meets eligibility and screening criteria and if the unit size will accommodate the addition of a household member. If the resident confirms the person is only a guest, the resident may be required to provide proof of alternative permanent residence for the unauthorized guest as detailed below, or, if the initial lease term has been fulfilled, the resident may provide a 30-day notice to vacate.

If the owner/agent suspects that a guest is actually living in the unit or if the resident has been requested by owner/agent to provide it, the owner/agent will ask for verification of alternative residence. Samples of such verification include one or more of the following:

- Verification with the United States Postal Service that no mail for the person is delivered to the unit address
- *A current government issued photo ID for the “guest” with an alternative address
- *A current lease indicating an alternative residence
- *A current utility bill in the person’s name showing an alternative address
- *A current insurance policy or other such invoice/bill showing an alternative address

** Additional verification may be conducted by the owner/agent.*

In addition, the resident(s), indicated on the lease, must sign a notarized statement confirming that the guest does not violate the guest policy as indicated above and does not reside in the unit.

The owner/agent and/or property staff may pursue termination of tenancy or fraud as necessary.

Please note, in accordance with HUD requirements, any resident who knowingly allows an ineligible person to live in the unit is not qualified to receive HUD housing assistance for two years.

LIVE-IN AIDES

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

- Is determined to be essential to the care and well-being of the resident;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

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

Live-in Aides are required to complete the Live-in Aide Application. The information on the Live-in Aide Application will be verified. The live-in aide will not be screened for the “ability to pay rent” since the live-in aide is not responsible for rent payment. Live-in aides will be run for criminal and sex offender records in accordance to company guidelines.

The live-in aide must be approved and must sign the House Rules and the HUD-approved Live-in Aide Addendum before move-in. The resident and owner/agent must sign a revised 50059 before the live-in aide is allowed to move-in.

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



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of assistance, and/or termination of tenancy.

ADDING OR REMOVING HOUSEHOLD MEMBERS

In compliance with HUD's Rental Housing Integrity Improvement Project (RHIP), the owner/agent will make every effort to ensure that the correct assistance is provided to those who seek housing assistance.

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

Residents are strictly prohibited from allowing anyone to move in to the unit without the express written permission from the owner/agent.

The owner/agent and/or property staff must apply screening criteria, as described in the resident selection plan, to persons proposed to be added to the household, including live-in aides. In addition, certain eligibility requirements must be reviewed before anyone is allowed to move in to a unit included in a HUD housing assistance contract. United States Code Title 8, subsection 1324(a)(1)(A) prohibits the harboring of illegal aliens. The provision of housing to illegal aliens is a fundamental component of harboring. Residents may be required to provide proof of citizenship or legal immigration status.

In order to avoid attempts to bypass the waiting list, the owner/agent will not approve the addition of an adult household member if the residents residing in the unit are being evicted or are expected to move.

In order to remove a household member, the resident must provide a written statement to that effect. It is preferred, but not required, that the person leaving the unit sign the statement as well. The owner/agent will verify that the resident actually moved out. Examples of such verification include one or more of the following:

- Verification with the United States Postal Service that no mail for the person is delivered to the unit address
- *A current government issued photo ID for the "guest" with an alternative address
- *A current lease indicating an alternative residence
- *A current utility bill in the person's name showing an alternative address
- *A current insurance policy or other such invoice/bill showing an alternative address

** Additional verification may be conducted by the owner/agent.*

Children/Minors: When children are included as part of the household, the following will be required.

For children who are born, adopted or in foster care or in another legal custodial relationship with an existing household member, the owner/agent requires the following:

- Social Security Number and proof that the number is valid
 - For children five years old or younger - must be provided within ninety (90) days or owner/agent is required to initiate termination of tenancy. An additional ninety (90) may be provided if extenuating circumstances exist
- Proof of age/legal custodial arrangement
 - Birth certificate indicating that a household member is a parent; or
 - Adoption paperwork indicating that a household member is a parent as appropriate; or
 - Verification from the foster agency indicating the unit as the primary residence of the foster child as appropriate; or
 - Other documents proving legal custody arrangement as appropriate.

For children who are not part of a legal custody arrangement who will be living in the unit, the owner/agent requires:

- Social Security Number and proof that the number is valid
 - For children five years old or younger - must be provided within ninety (90) days or owner/agent is required to initiate termination of tenancy. An additional ninety (90) may be provided if extenuating circumstances exist
- Two forms of proof that the child resides with a member of the household
 - Verification from a government organization indicating that the unit will be the primary residence for the minor



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- (examples include but are not limited to school records, children services agencies, foster programs, etc.)
- Verification from a medical professional in the know indicating that the unit will be the primary residence for the minor
 - Verification from a social service organization indicating that the unit will be the primary residence of the minor (examples include but are not limited to homeless shelters, shelters for victims of domestic violence, etc.)
 - A signed, notarized statement from an adult household member claiming guardianship of the minor child

The owner/agent does not and will not establish policies intended to exclude children. If none of the household members can provide documentation for minors, as described above, the owner/agent will meet with the resident to discuss reasonable alternatives. The owner/agent will be the final judge of what is considered adequate documentation proving household composition/residency.

INVOLUNTARY REMOVAL OF A HOUSEHOLD MEMBER

If a resident is required to leave, based on the lease, House Rules, Pet/Assistance Animal Rules, or for another reason, the owner/agent must be able to verify alternative permanent residence within ten (10) business days in accordance with the Verification of Household Composition section of these House Rules. Self-certification is not acceptable verification in this case.

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

If a household indicates that one or more members wish to be removed from the lease, the owner/agent will accept such notification from the head-of-household if it is provided as a written, signed, and dated statement to the owner agent.

If the household has been notified of termination of tenancy because a member is registered as a sex offender in any state lifetime sex offender registry, the owner/agent will take extra steps to ensure that the sex offender is not housed in any unit on the property. The household will have to provide documentation to prove that the sex offender will live at another location. Acceptable documentation includes, but is not limited to:

- Confirmation from a landlord with copy of an executed lease
- Confirmation from local police
- Confirmation from anyone who maintains sex offender registries including but not limited to:
 - Dru Sjodin Sex Offender Registry
 - Megan's List
 - State or Federal Sex Offender Registries
- New driver's license with new address

Information will be confirmed for up to one year after the sex offender has moved-out. Longer timeframes may apply if the owner/agent has reason to suspect that the sex offender may attempt to live on the property.

If it is discovered that the household allowed any registered sex offender to live in the unit, the resident must understand that he/she is not qualified to receive subsidy or live on the property. All subsidy paid-in-error must be returned to HUD.

Allowing a registered sex offender to live in the unit as an unauthorized resident is considered a material lease violation.

If a lease is bifurcated or if a resident is evicted from the property because of an offense covered under the Violence Against Women Act, the person will be permanently barred from the property.

Inviting a person evicted because of an offense covered under the Violence Against Women Act or encouraging such person to remain on the property is a lease violation. The resident agrees to notify the owner/agent and/or the local authorities if such person enters the property.

ELIGIBILITY & MISREPRESENTATION



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All residents understand that they are required to meet HUD eligibility criteria before being approved to move-in and during occupancy. If the owner/agent discovers that any resident provided false information in order to initially qualify for HUD housing assistance or in order to continue to qualify for HUD housing assistance, the owner/agent will take corrective action as follows:

1. Eligibility will be reviewed based on the time false information was provided and the owner/agent will adjust any assistance;
2. Assistance paid in error must be returned to HUD starting no more than ten (10) business days after discovery and investigation is complete;
3. If false information was provided at move-in, the security deposit, required at move-in, will be adjusted and the resident(s) agree to pay the new adjusted amount within thirty (30) days or face termination of tenancy;
4. If false information was provided at move-in, and the household would not have been eligible, any housing assistance will be terminated or, if the resident is receiving assistance via the PRAC program, tenancy will be terminated;
5. If any resident provided false information that effects eligibility for or the amount of housing assistance, the owner/agent reserves the right to refuse to renew the lease; in this case, the resident agrees to vacate the apartment with thirty (30) days of receiving a termination notice

HOUSEHOLDS CLAIMING ZERO OR IRREGULAR INCOME

There may be situations when a household does not have any income. If household members certify zero income on the regulatory certification, all adult household members agree to arrange a meeting with the property staff as needed to provide evidence that income qualification is still valid. Residents will receive one reminder notice at the beginning of the appropriate month.

There may be cases where a resident's income is irregular and it is difficult to determine annual income. For example, such is the case with substitute teachers, people who work for temporary staffing agencies, and people with seasonal work such as people who work in construction or in the agricultural industry. At the property staff's discretion, if a resident's employment history indicates that the income is irregular, and the property staff determines that income should be reviewed more frequently than once per year, the resident agrees to more frequent review (no more than once quarterly unless requested by the resident).

CRIMINAL ACTIVITY

The owner/agent will investigate and determine appropriate action based on the circumstances surrounding the crime and the resident's knowledge or involvement in the crime.

The owner/agent may pursue termination of tenancy (eviction) if any household member participates in criminal activity that threatens the health or safety of staff, other residents, residents' guests, residents' service providers, or persons residing in the immediate vicinity of the premises.

If a resident, a resident's guest, or a resident's service provider commits a criminal act on or near the property, the resident may be subject to termination of tenancy. The owner/agent will investigate evidence of criminal activity reported on or near the property.

Actions may warrant termination of tenancy (eviction) include but are not limited to:

- Crimes or actions involving violence or potential violence
- Sex crimes
- Crimes or actions involving animal abuse
- Criminal acts covered under the Violence Against Women Reauthorization Act of 2013 (stalking, domestic violence, dating violence or sexual assault)
- Manufacture or distribution of an illegal or controlled substance
- Crimes that interfere with a resident's safety
- Crimes that interfere with a resident's right to peaceful enjoyment of the premises
- Crimes that interfere with the safety of the property staff
- Fraud



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- Crimes that involve damage to property such as arson, malicious damage
- Crimes that involve illegal possession or use of weapons
- Crimes that involve human trafficking
- Terrorist activities
- Crimes that involve explosives
- Use of an illegal drug – on or near the property - when such use may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents
- Abuse or pattern of abuse of alcohol that interferes with the health, safety, and right to peaceful enjoyment by other residents. Standards are based on behavior, not the condition of alcoholism.
- Resident, resident's guest or resident's service provider is subject to any sex offender registration requirement based on a conviction. The owner/agent will investigate the charges. The resident must participate in the owner/agent's investigation. If it is discovered that the resident's guest or service provider is subject to a state lifetime sex offender registry or if the sex offender is considered a threat to public safety, and a qualified evaluator believes the offender is a predator or a sexually violent predator then the guest or service provider will be banned from the property. If the resident invites or allows such a predator to visit or stay at the property, the owner/agent will initiate termination of tenancy

The property staff and/or the owner/agent may review certain criminal history for all adult household members at each annual certification.

The owner/agent reserves the right to terminate assistance or tenancy if such review of criminal history uncovers any of the following:

1. Any household in which any member was evicted in the last three years from federally assisted housing for drug-related criminal activity
2. A household in which any member is currently engaged in illegal use of drugs or for which the owner/agent has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents (The owner/agent has implemented a policy to address the term "currently engaged". Current will be indicated and investigated if there is a record of arrest or conviction within the last twelve (12) months)
3. Criminal activities resulting in felony conviction involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of a controlled substance. Applicants with this type of criminal history will be automatically denied. The owner/agent will meet with the applicant and will consider extenuating circumstances if the conviction or exit from incarceration occurred within fifteen (15) years.
4. Criminal activities resulting in other felony convictions if the conviction or exit from incarceration occurred within ten (10) years
5. A record of three (3) or more separate instances where the applicant is involved in criminal activities resulting in felony conviction.
6. Criminal activities resulting in misdemeanor convictions involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of a controlled substance within five (5) years of conviction or exit from incarceration, whichever is later
7. Sex Offender Registration: Resident is currently subject to registration under a state sex offender registration program. If the owner/agent determines that a registered sex offender is part of the household, the owner/agent will allow the household to remove the sex offender. Removal must be documented using a signed, notarized copy of the owner's form. The household will have ten (10) business days to provide verification that the household member has alternative housing or that the household member has applied for alternative housing. Failure to provide such documentation will result in termination of assistance and possible termination of tenancy for all household members. In this case, the owner/agent reserves the right to monitor household composition. If the owner/agent discovers that a sex offender has moved in to the unit, assistance will be terminated and the household will be



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evicted in accordance with HUD requirements. Any assistance paid-in-error must be returned to HUD.

If the owner/agent is unable to complete required criminal or sexual offender screening due to the resident's failure to provide required information or release forms, the owner/agent will pursue termination of tenancy (eviction).

If a registered sex offender was removed from the household's application prior to move-in, the owner/agent reserves the right to monitor household composition after move-in. If the owner/agent discovers that a sex offender has moved in to the unit, assistance will be terminated and the household will be evicted in accordance with HUD requirements. Any assistance paid-in-error must be returned to HUD.

If the owner/agent discovers an unresolved criminal charge of any criminal activity as described above, the circumstances surrounding the arrest will be investigated.

If there is evidence that the resident participated in such illegal activity, the owner/agent will meet with the resident and the other adult household members to determine if the residency should be terminated or if the offending party should be removed from the unit including formal procedures required to remove the member from the household/lease.

Based on a preponderance of the evidence, if the owner/agent investigation indicates that a resident participated in criminal activity as described above, the resident may be subject to termination of tenancy (eviction).

SEX OFFENDERS

Note: These rules apply to any household member who was subject to a lifetime sex offender registration requirement at admission and was admitted after June 25, 2001. For admissions before June 25, 2001, there is currently no HUD statutory or regulatory basis to evict or terminate the assistance of the household solely on the basis of a household member's sex offender registration status.

HUD prohibits providing housing assistance to anyone who is subject to a state lifetime sex-offender registry. The owner/agent has opted to make that rule more restrictive by prohibiting any sex offender registrant from living on the property.

If an owner/agent and/or property staff discovers that a household member is a registered sex offender and was admitted in error, the owner/agent and/or property staff will immediately pursue termination of assistance and termination of tenancy. The owner/agent and/or property staff will first offer the family the opportunity to remove the ineligible (sex offender) family member from the household.

If the family is unwilling to remove that individual from the household, the owner/agent and/or property staff must pursue termination of assistance and termination of tenancy for the household in accordance with HUD instruction.

If the owner/agent has good cause (i.e. notification from a state sex offender registry or law enforcement agency), all household members acknowledge that sex offender screening can be conducted by the owner/agent and/or property staff or by HUD or HUD's representatives.

CRIMINAL ACTIVITY DISCOVERED AFTER MOVE-IN

If the owner/agent discovers that a resident misrepresented their criminal history at application, the owner/agent will require the household meet with property staff and discuss the information.

The owner/agent will comply with HUD's guidance and the owner/agent's criminal screening criteria when determining what action should be taken. Action may include termination of assistance and/or termination of tenancy depending on the severity of the crime and the willingness of the household to remove the offender.

CRIMINAL ACTIVITY DISCOVERY



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The lease and these House Rules provide grounds for terminating the lease for criminal activity engaged in on or near the premises, by any resident, household member, or guest. Before terminating any resident based on involvement in criminal activity, the owner/agent will (as appropriate):

- Investigate whether the resident committed a crime;
- Investigate whether the resident's guest or service provider committed a crime;
- Investigate whether the resident's guest or service provider committed a crime on or near the property;
- Notify the household of the proposed action based on the information;
- Provide the content of the criminal record and information about how to obtain a copy of the information if a criminal record was used in the investigation;
- Provide the resident with an opportunity to dispute the accuracy and relevance of the information obtained from any law enforcement agency;
- Allow the household the opportunity to remove the household member involved in the indicated criminal activity.

Residents have ten (10) business days to provide documentation to dispute the owner/agent's information or provide an explanation of mitigating circumstances. If the resident fails to contact the owner/agent or indicates that he/she cannot provide documentation to refute the criminal activity discovered or provide mitigating circumstances, the owner/agent may begin the process to terminate tenancy.

DISTURBANCES OR INQUIRIES INVOLVING LAW ENFORCEMENT

Residents are expected to contact law enforcement if they witness any illegal activity or if they feel they are in need of law enforcement intervention or protection.

If any law enforcement agency is called to the property because of any type of illegal disturbance and/or criminal violations caused by a resident's illegal action, such incident shall be investigated by the owner/agent and/or property staff. If it is determined that a resident was involved in criminal activity and/or other illegal behavior.

Law enforcement has the right to enter the property and the power to make arrests as needed within the law. At the local level, property is under the jurisdiction of the Ukiah **Police and/or Mendocino County Sheriff's Office**.

Disturbances and/or criminal violations where the resident, a resident's guest, or a resident's service provider is involved in illegal activity is considered a lease violation.

If the resident, the resident's guest, or the resident's service provider is the victim, the owner/agent will investigate the circumstances surrounding the specific situation and make a determination whether a lease violation occurred and if termination is appropriate.

The termination of the lease agreement will be conducted as allowed by the terms of the lease agreement and local, state, and federal law, including the provisions provided through the Violence Against Women Act (VAWA).

INCARCERATION

If the owner/agent or property staff discovers that a resident has been incarcerated, the property staff will investigate the arrest/conviction. If the resident has been convicted of any of the crimes that would constitute termination of tenancy, the owner/agent and/or property staff will immediately begin the process to terminate tenancy. This may include contacting the remaining household members, in accordance with HUD requirements, and beginning the process to remove the resident from the household.

If an existing resident is incarcerated, at least one other adult household member must be listed on the lease in order for other members to remain in the unit. If the remaining household members are minors, the owner/agent is compelled to comply with local law regarding child abandonment. This may include contacting child protective services.

If the incarcerated resident is the sole household member, the owner/agent will initiate the process required when a unit is abandoned.



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ILLEGAL IMMIGRANTS

United States Code Title 8, subsection 1324(a)(1)(A) prohibits the harboring of illegal aliens. The provision of housing to illegal aliens is a fundamental component of harboring. Residents may be required to provide proof of citizenship or legal immigration status.

For certain HUD programs, eligibility requirements indicate that residents may be required to provide proof of citizenship or eligible immigration status in order to continue to receive subsidy.

CONSIDERATION OF EXTENUATING CIRCUMSTANCES

In deciding whether to exercise discretion to terminate (evict) an individual or household that has engaged in prohibited criminal activity, the owner/agent will consider all of the circumstances relevant to the particular eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the resident has taken all reasonable steps to prevent or mitigate the criminal activity.

LEASE VIOLATIONS

In accordance with HUD regulations, the owner/agent and/or property staff is required to monitor residents' compliance with the lease terms. Certain lease violations will result in termination of HUD housing assistance in accordance with rules set forth by the department.

Certain lease violations will result in immediate termination of tenancy (eviction). These are considered **material lease violations and will result in termination of tenancy (eviction) in accordance with HUD requirements.**

Material lease violations include, but are not limited to:

- Failure to provide a Social Security Number and adequate documentation to verify the Social Security Number for any non-exempt household member
- Misrepresenting eligibility status in regard to income, age, criminal history, landlord history, etc.
- Failure to pay rent as agreed by the lease
- Failure to return assistance-paid-in-error as agreed in a repayment agreement (three (3) late payments in any twelve-month period or any one (1) missed payment) Note: *Eviction for this purpose does not indicate forgiveness of the requirement to return assistance-paid-in-error to HUD.*
- Discovery that a resident failed to fully and accurately disclose income information or information about changes in household composition that results in assistance-paid-in-error (second such violation)
- Failure to provide verification of another residence when OA suspects an unauthorized resident
- Failure to enter in to a repayment agreement or refusal to return assistance paid in error
- Proof of certain criminal activity engaged in on or near the property by the resident, any resident guest, or service provider
- Any resident's inclusion on any state sex lifetime sex offender registry (*subject to HUD requirements*)
- Verification that a member of a household commits fraud in relation to HUD housing provided on this property
- Committing an act, covered under the Violence Against Women Act (the owner/agent may choose to seek bifurcation of the lease to protect the victim)
- Discovery that any household member (including live-in aides) is subject to any sex offender registration
- Three or more violations of the smoke-free housing policies

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

- Unauthorized animals in a unit
- Late payment of rent
- Late payments in regard to a repayment agreement (once in any one-year period)
 - Failure to comply with pet/assistance animal policies (if applicable)



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- Noise violations
- Some other violations as noted in the lease, any lease addendum or the property house rules, pet rules, or assistance animal rules

The owner/agent and/or property staff will provide the resident with instruction explaining how to resolve the violation(s). If the resident complies with the owner/agent and/or property staff or HUD requirements, the incident will be “closed”.

If a resident (family), a resident’s guest or a resident’s service provider demonstrates behavior that results in the OA issuing any three (3) minor lease violations in any six (6) month period, or a resident (family), a resident’s guest or a resident’s service provider demonstrates behavior that results in the OA issuing any six (6) minor lease violations in any twelve (12) month period the owner/agent and/or property staff will pursue termination of tenancy in accordance with HUD requirements as outlined in HUD Handbook 4350.3. This rule ensures that all residents are treated in a fair and equitable manner.

EXTENDED ABSENCES FROM THE APARTMENT

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

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

The owner/agent will consider any request for a reasonable accommodation, any request to consider the resident’s status as a victim of a VAWA crime, and requests to consider extenuating circumstances.

The unit may not be occupied by a person who is not a part of the lease/household (as indicated on the current regulatory certification) while the resident is absent unless the owner/agent has given permission in writing. Such permission will be given under limited conditions, such as in consideration of the Sailors and Soldiers Act, a request by local law enforcement, a reasonable accommodation, or other extenuating circumstances.

ABANDONMENT OF A UNIT

If the owner/agent and/or property staff does not receive written notice of an extended absence from a household member, the owner/agent and/or property staff shall consider the household to have abandoned the unit if any of the following occur:

- The owner/agent and/or property staff or property staff has reason to believe the unit is no longer occupied
- Another resident or staff reports/confirms that there has been activity that indicates that the resident has moved
- Rent is more than fourteen (14) days past due and there has been no contact from the resident or the resident’s representative as appropriate
- The household has not acknowledged or responded to requests for communication and/or meetings
- The owner/agent has sought and obtained a court order to enter the unit in the case of suspected abandonment
- The owner/agent has credible information to believe the sole household member has been incarcerated, admitted for extended hospitalization or has died

Subject to local tenant/landlord requirements, if a unit is thought to be abandoned, property staff will:

- Attempt to contact the residents by phone or other communication for one (1) business day
- Enter the unit to conduct an emergency inspection

If household members do not respond to the property staff’s attempts to contact the resident, the owner/agent and/or property staff will take appropriate steps to have the unit declared abandoned. The owner/agent and/or



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property staff will take legal action, including termination of assistance, and eviction.

DEATH OF A SOLE HOUSEHOLD MEMBER

In the case of death of a sole household member family members have (14) days after the date of death to remove personal belongings from the apartment.

The resident or the resident's estate will be charged current market/contract/operating rent beginning on the fifteenth (15th) day after death.

In the case of death of a sole household member, the owner/agent and/or property staff reserves the right to take legal possession of the apartment as specified by federal, state, or local landlord/tenant laws. The owner/agent and/or property staff will dispose of the property or consolidate it as defined by local law.

In the event of the death of the qualifying member of the house hold any other residents of the apartment would need to qualify to initial occupy the community prior to being able to continue with residency at the community. If the other household members do not meet the occupancy requirements of the community, they must vacate the unit.

REMOVAL OF PERSONAL PROPERTY IN THE EVENT OF DEATH, ABANDONMENT OR INCARCERATION

Upon notification of death or incarceration of a sole household member or in the case of abandonment, all locks providing entry to the individual apartment will be changed. The owner/agent reserves the right to initiate eviction, as required, in order to take possession of the unit.

Unless previously established, the owner/agent and/or property staff will require legal authorization before allowing unit contents to be removed by family or other representatives. Examples of legal authorization include but are not limited to:

- Executor of the will
- Permission from Probate Court
- Court ruling

Upon confirmation of abandonment of the unit, and/or once the owner/agent has received an eviction order, the property staff will take written and photographic inventory of property in the unit and remove the contents from the unit so that it may be prepared for another family. The contents will be stored for the greater of fifteen (15) days or the amount of time dictated by local laws. Perishable items, food items, and live plants will be removed but not stored. Animals will be removed based on the Pet Policy and/or the Assistance Animal Policy. The owner/agent and/or property staff is not responsible for any loss or damage to property during transfer from the unit to the storage facility.

Subject to local requirements, if it is discovered that the contents of the unit are infested (e.g. lice, bed bugs, fleas), the contents will be removed, treated and/or disposed of based on guidance from a licensed pest control provider.

Cost of damage caused by such infestation will be charged to the resident or the resident's estate.

Cost of moving and storage and treatment/disposal will be charged to the resident or the resident's estate if allowed under local tenant/landlord laws.

TERMINATION OF THE LEASE BY THE RESIDENT

In accordance with the property lease, residents may terminate tenancy by providing a thirty (30) day notice. If the resident moves out after the notice is provided but before the thirty (30) days is complete, the resident will be charged rent for the remainder of the notice period or till the unit is re-rented whatever take place first.

In order to circumvent attempts to bypass the waiting lists and circumvent attempts to "pass" other applicants on the waiting list, new residents who are added to a household within six months will not be allowed to remain in the unit if the original household members move out. Extenuating circumstances will be considered. Certain



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exceptions apply in compliance with Section 504 and VAWA 2013. If the new resident wishes to invoke these or other protections, he/she must notify management during the application/move-in review process.

The resident is expected to comply with the lease, **especially the rules stating that the unit will be the resident's sole place of residence**, during the thirty-day notice period.

In accordance with state tenant/landlord law, if the resident moves out before the end of the current lease term, the resident is responsible for the current market/contract rent for the unit through the current lease term or until the unit is re-rented, whichever is earlier.

FAILURE TO PROVIDE OR FULFILL 30-DAY NOTICE

In accordance with the property lease, residents may terminate tenancy by providing a thirty (30) day notice. If the resident moves out after the notice is provided but before the thirty (30) days is complete, the resident has not provided a thirty (30) day notice.

If a resident household fails to provide a 30-day notice, the owner/agent will continue to charge the household the current market rent until the end of the 30-day notice period or until the unit is re-rented; whichever is earlier.

COLLECTION AFTER MOVE-OUT

The household understands that all outstanding balances must be paid within thirty (30) days of receiving the final bill.

If the household members fail to pay the final bill, the owner/agent may opt to report such information to credit reporting agencies. In addition, a collection agency may be used to collect all or part of the balance due.

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



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RESIDENT CERTIFICATION

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

Resident Name (please print)

Resident Signature

Date

Resident Name (please print)

Resident Signature

Date

Resident Name (please print)

Resident Signature

Date

Resident Name (please print)

Resident Signature

Date

Resident Name (please print)

Resident Signature

Date

Management Representative

Date

Live Oak Apartments
Apartment Community Name



APPENDIX A – FAIR HOUSING & OTHER CIVIL RIGHTS PROTECTIONS

FAIR HOUSING

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status.

In addition, the state of California has added Fair Housing protections based on the Rumford Fair Housing Act of 1963.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

SECTION 504 OF THE REHABILITATION ACT OF 1973

The owner/agent complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance.

Although Section 504 protections often overlap with the disability discrimination prohibitions included in the Fair Housing Act, Section 504 differs in that it imposes broader affirmative obligations to make their programs, as a whole, accessible to persons with disabilities.

Coordinating Efforts to Comply with Section 504 Requirements

The owner/agent has designated a person to address questions or requests regarding the specific needs of residents and applicants with disabilities. This person is referred to as the Section 504 Coordinator.

Name of Section 504 Coordinator:	Rebecca Neilson
Address:	499 Leslie Street, Ukiah, CA. 95482
Phone Number:	707-463-1975 x 127
TDD/TTY Number:	1-800-735-2929

Requests for Reasonable Accommodation or Modification

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the owner/agent will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. Please see Appendix A for additional information.

LIMITED ENGLISH PROFICIENCY

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the owner/agent to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities.

The owner/agent will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property. The owner/agent will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD's housing assistance program.

THE EQUAL ACCESS RULE

The owner/agent ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status in accordance with *The Equal Access Rule*.

PROTECTIONS PROVIDED UNDER THE VAWA

The Violence Against Women Act (VAWA) provides protections to women or men who are applicant to or residents of any "covered housing program" and who are the victims of domestic violence, dating



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violence, sexual assault and/or stalking – collectively referred to as VAWA crimes. The owner/agent understands that, regardless of whether state or local laws protect victims of VAWA crimes, people who have been victims of violence have certain rights under federal fair housing regulation.

This policy is intended to support or assist victims of VAWA crimes and protect victims, as well as affiliated persons, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a victim of VAWA crimes.

VAWA protections are provided to affiliated persons which are defined as follows:

1. A spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of the victim); or
2. Any individual, resident/applicant, or lawful occupant living in the household of that individual.

Other than what is described above, VAWA protections are not provided to guests, unauthorized residents or service providers (including live-in aides) hired by the resident.

VAWA ensures that victims are not denied housing and housing assistance is not terminated solely because the person is a victim of a VAWA crime.

Confidentiality

The ***Notice of Occupancy Rights under the Violence Against Women Act*** provides notice to the resident/applicant of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the victim and all information provided to the owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

1. Requested or consented to by the victim in writing and denoting a specific timeframe; or
2. Required for use in an eviction proceeding or termination of assistance; or
3. Otherwise required by applicable law.

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

Requests & Certification

The person seeking VAWA protections may make a request for a VAWA accommodation in any reasonable manner. The resident/applicant may:

- Complete a VAWA request form provided by the owner/agent
- Submitted a written request (*including email but not texting*)
- Make a personal (oral) request either in person or via phone/Facetime, etc.

Once a request is made, the owner/agent requires that the applicant certifies their status as a victim of a VAWA crime using one of the following methods. Applicants and residents decide which of the following methods is used to certify their status as a victim of a VAWA crime or as someone affiliated with the victim of the VAWA crime.

When the owner/agent responds to a request to exercise protections provided under the VAWA The owner/agent will request that an individual provide the HUD approved Form - *Certification as a Victim of Domestic Violence, Dating Violence, Stalking or Sexual Assault* to certify status as a VAWA victim or as a person affiliated with a victim. The person seeking VAWA protections may obtain this form from the property staff or from HUD's web site. The owner/agent understands that the delivery of the certification form to the applicant/resident via mail may place the victim at risk, (e.g., the accused perpetrator may monitor the mail). The owner/agent will work with the applicant/resident in making acceptable delivery arrangements.

Alternatively, if the applicant/resident has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit written proof of this outreach in lieu of the certification form.



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Based on HUD's instruction above, the written statement must be signed, dated, and notarized or witnessed, and must include the following language:

Name of person seeking protections has worked with me or this organization to receive assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse.

Name of professional providing documentation believe it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking
Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

The information provided above is true and is based on my knowledge of incidents involving domestic violence, dating violence, sexual assault or stalking.

Signed and dated by person providing certification: _____

I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction. In addition, providing false information may prompt the owner/agent to notify HUD and pursue civil action related to fraud based on HUD requirements. I am requesting to exercise protections provided through the VAWA because I am a victim of domestic violence, dating violence, stalking and/or sexual assault (VAWA crimes) or I am a person affiliated with someone who is a victim of a VAWA crime as defined in this document.

Signed and dated by person seeking VAWA protections: _____

If the owner/agent receives documentation that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the owner/agent will require an applicant or tenant to submit third-party documentation, as described above, within thirty (30) calendar days of the date of the request for the third-party documentation.

Lease Bifurcation

If the owner/agent determines that physical abuse caused by a resident is clear and present, the law provides the owner/agent the authority to bifurcate a lease (i.e., remove, evict, or terminate housing assistance to any accused perpetrator), while allowing the victim, who lawfully occupies the home, to maintain tenancy.

The owner/agent may attempt to evict the accused perpetrator, but applicants and residents should know that state/local tenant/landlord laws prevail and the owner/agent must comply with such laws. The owner/agent cannot guarantee that a court will award or enforce an eviction.

The resident must keep in mind that eviction or termination action must be in accordance with the procedures prescribed by federal, state, and local law. The owner/agent is committed to attempting to assist the victim and persons affiliated with the victim, however, evictions are generally carried out through the court system and the owner/agent cannot override or circumvent a legal decision.

In the event that one household member is removed from the unit because of engaging in acts of domestic



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violence, dating violence, sexual assault and/or stalking against another household member, an appropriate certification will be processed reflecting the change in household composition. Special consideration will be given if the remaining household members are not qualified to remain in the unit as a “remaining household member”.

Lease Addendum

The HUD approved lease addendum will be implemented and provided in accordance with HUD guidance.

VAWA Emergency Transfer

A resident/applicant who is a victim of a VAWA crime is eligible for an emergency transfer when:

1. The person making the request is a victim of a VAWA crime or is a person affiliated with a victim of a VAWA crime
2. There is a request for a VAWA Emergency Transfer; and
3. The resident reasonably believes that there is a threat of imminent harm if the resident remains within the same unit; or

If the resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar day period preceding a request for an emergency transfer.

This is true even if the resident is not a resident in good standing.

A resident/applicant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in the property VAWA Emergency Transfer (VET) Plan.

For more detailed information about the protections provided under the VAWA or for more information about the property’s VET Plan, please contact the property management staff.

