

Representative House Rules/Resident Obligations: (Extracted from a sample Resident Lease Agreement)

RESIDENT OBLIGATIONS: The RESIDENT shall:

- a. The RESIDENT shall obey and comply with (a) the House Rules any changes to the House Rules that the PROPERTY MANAGER may adopt with advance written notice of thirty (30) days.
- b. Comply with all obligations imposed upon residents by applicable provisions of state and local building and housing codes materially affecting health and safety; maintain the premises in a manner that prevents the growth of mold, mildew or other fungi by reducing or eliminating the sources of excessive moisture.
- c. Report immediately to the appropriate federal, state or local governmental agency any case of infectious or contagious disease occurring in the household or among any persons living or staying in the Dwelling Unit;
- d. Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;
- e. Use only in a reasonable manner electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities;
- f. Refrain from, and cause his/her household and guests to refrain, from destroying, defacing, damaging or removing any part of the premises or complex. The RESIDENT shall make no alterations or additions such as installing antennas or their guy wires, fences, shade awnings, window guards, wallpaper, ceiling fans, etc. to the premises.
- g. Conduct himself/herself and cause other persons who are on the premises with his/her consent to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their Dwelling Unit and will encourage the maintaining of the complex in a decent, safe and sanitary condition;
- h. To act in a cooperative manner with neighbors and PROPERTY MANAGER's staff. To refrain from and cause members of RESIDENT's household or guests to refrain from acting or **speaking in an abusive or threatening manner** toward neighbors and PROPERTY MANAGER's staff.
- i. **Resident shall not engage in illegal or other activities such as consumption of alcoholic beverages in common areas, excessive traffic and parties, etc. which impair the physical or social environment of the complex (see Addendum 6: Policy on Drug and Alcohol Use for further explanation, incorporated herein by reference);**
- j. RESIDENT agrees that premises are not to be used for any illegal purposes, nor to display on or about the premises any signs without the prior written approval of PROPERTY MANAGER, **nor to make any repairs or alterations or install any equipment without the written consent of PROPERTY MANAGER;**
- k. RESIDENT agrees to maintain grounds and landscaping adjacent to his/her Dwelling Unit, as applicable. In the event RESIDENT fails or neglects to maintain grounds as assigned, RESIDENT shall pay to PROPERTY MANAGER any and all expenses incurred by PROPERTY MANAGER in the maintenance or repair of said grounds rendered necessary by such failure or neglect on the part of RESIDENT. PROPERTY MANAGER may exempt elderly or disabled residents from this obligation;
- l. Resident agrees to regularly test the smoke detector(s) and agrees to notify PROPERTY MANAGER immediately of any problem, defect, malfunction or failure of the smoke detector(s);
- m. RESIDENT understands the unit is used solely as the RESIDENT's place of residence, and must promptly notify PROPERTY MANAGER of any extended absences, and that if RESIDENT does not personally reside in the unit for a period exceeding 60 consecutive days, the PROPERTY MANAGER shall work with supportive services provider staff to determine if the extended absence of the RESIDENT is the result of inpatient treatment related to the RESIDENT's mental illness or substance abuse/co-occurring disorder. If it is determined the extended absence is for reasons other than health or an emergency, the RESIDENT will be in violation of the lease and shall be deemed to have abandoned the unit and PROPERTY MANAGER may take the appropriate steps to terminate tenancy. A prolonged absence alone would constitute grounds for an Unlawful Detainer Action (UDA) based on cause, regardless of whether or not the Resident continues to pay rent.
- n. The RESIDENT agrees to refrain from driving, repairing or parking any vehicle on the lawn or sidewalks and to refrain from parking trucks, trailers, vehicles that are leaking fluids or non-operating vehicles on the lawn, driveway, parking spaces or other areas of use provided under provisions of this lease. Vehicles left in a non-operating condition for more than 72 consecutive hours may be deemed abandoned and may be removed by local law enforcement agency. RESIDENT further agrees to obey all parking signs posted in the complex. The PROPERTY MANAGER reserves the right to have any vehicle removed from the premises at the expense of the RESIDENT for failure to comply with any applicable local or state regulations or PROPERTY MANAGER parking rules.
- o. Vandalism must be reported immediately by RESIDENT to PROPERTY MANAGER and the local law enforcement agency. RESIDENT must obtain a copy of the incident report from the local law enforcement agency. **A copy of this report must be submitted to PROPERTY MANAGER within seven (7) days from the date the incident occurred.** If it is determined to be vandalism, RESIDENT will not be charged for those damages.
- p. The RESIDENT agrees to refrain from permitting his/her children or guests' children to play on roofs, in public hall and stairways, parking spaces, fences, trees and shrubbery. RESIDENT shall be held responsible for any damage to PROPERTY MANAGER property caused by their children or guests' children.
- q. The RESIDENT agrees to take every care to prevent fires, not to keep gasoline, solvents or other inflammable materials or substances in the Dwelling Unit, storage rooms, patios, carports, or water heater closet, as applicable, and to exercise particular caution with respect to children playing with matches.

- r. The RESIDENT shall not keep or allow keeping or maintaining upon said premises, any item or permit any act to be done which will cause an increase in the rate of insurance upon or endanger said premises.
- s. Since it is the responsibility of the PROPERTY MANAGER to provide decent, safe and sanitary housing, the PROPERTY MANAGER expects the RESIDENTS to abide by the following:
 - 1. The RESIDENT and member(s) of household, guests of RESIDENT and/or member(s) of household, and/or persons invited by the RESIDENT and/or member(s) of household, shall not commit on or off the premises any criminal act, including but not limited to, criminal acts either defined as, (i) a felony, or (ii) a misdemeanor involving moral turpitude, or (iii) a misdemeanor which involves the use of, sale of or possession of any narcotic, controlled substance and/or drug, and/or the theft of any property and/or the possession of any stolen property. It is not required that the RESIDENT, member(s) of household, guest(s) or invitee(s) be convicted of such felony or misdemeanor. All that is required to support an eviction is that there is just cause to believe, based on substantial evidence that the RESIDENT, member of household, guest, or invitee has engaged in any such above-described. PROPERTY MANAGER deems that the RESIDENT is liable and responsible and therefore subject to eviction for the above-described acts. If, in eviction proceedings before a court of law and/or in an arbitration, a RESIDENT raises as an affirmative defense to the eviction that the RESIDENT did not know, or could not reasonably have known about the criminal act(s) at issue, the RESIDENT has the burden to prove that claim to the court and/or the arbitrator.
 - 2. The commission of any criminal act of physical violence to persons or property on or off the premises where the Dwelling Unit is located, or the illegal use, possession, sale or distribution of narcotics on or off said premises, by the RESIDENT or member of the RESIDENT's household or guest(s), constitutes a serious violation of this lease and shall be grounds for termination of this lease.
 - 3. **Any individual convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the Renaissance at Trinity premises or any property managed by PROPERTY MANAGER will be immediately and permanently terminated of their tenancy according to Section 428 of the FY 1999 HUD Appropriations Act, Section 16, Subsection (f). Premises are defined as the building or complex, including common areas and grounds as defined in the HUD Federal Register.**