

HOUSING AND COMMUNITY RULES

1. USE AS RESIDENCE

- A. Tenant's guests or visitors may stay for a period not to exceed fourteen (14) days per twelve (12) month period. An extension may be granted upon written request to the Manager.
- B. HOME may, by prior written approval, consent to Tenant's use of the dwelling unit for legal profitmaking activities where HOME determines that such activities are incidental to the primary use of the dwelling unit for residence by members of the household.
- C. Tenant must actually reside in the unit at all times; a Tenant may not "hold" a unit by paying the rent while not actually residing in the unit. Violations shall be considered a fraudulent misrepresentation of material facts and shall result in immediate termination of the Lease. Violations shall also be reported to the appropriate authorities for prosecution and other legal action as deemed necessary.

2. ADDITIONS AND DELETIONS TO HOUSEHOLD

- A. Any additions to the household members named on the Lease and Family Composition Certification Form, including Live-in Aides and foster children, require the advance written approval of HOME. Such approval may be granted only if the new family members pass HOME's admissions screening criteria and a dwelling unit of the appropriate size is available.
- B. Permission to add Live-in Aides and foster children shall not be unreasonably refused. Live-in Aide means a person who resides with an elderly or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide the necessary supportive services. A Live-in Aide will have no right to continue to occupy the unit if and when the household member for whom care is provided no longer resides in the unit.
- C. Biological newborn family members may be added to the Lease and Family Composition Certification Form without prior approval. However, Tenant must notify HOME of the addition within ten (10) calendar days.
- D. Tenant agrees to wait for HOME's written approval before allowing additional persons to move into the dwelling unit with the exception of biological newborn family members. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease for which HOME may terminate the Lease.
- E. Deletions, for any reason, from the household members named on the Lease and Family Composition Certification Form shall be reported by the Tenant to HOME in writing within ten (10) calendar days of the deletion. An adult family member may not be deleted without the written approval of the adult family member to be deleted. Pursuant to a court order, however, an adult family member may be deleted without the adult family member's signature.
 - Victims of domestic violence are exempt from showing written approval of the adult family member to be deleted from the lease;
 - Victims of domestic violence can delete their abuser from the lease by showing a police report, proof of criminal charges, court order and/or a protective order.
- F. Additions and deletions to a household are subject to mandatory administrative action to correct bedroom size, if applicable, and subject to unit availability. In such instances, HOME shall not guarantee area or community preference. (Families can be placed on the transfer list.)
- G. HOME has determined that "temporarily absent" can mean an absence for up to, But no longer than 60 continuous days, or for no longer than 180 continuous days for medical reasons. An exception to the inclusion of income is extended to members of the military who are under "hostile fire" and temporary absence may exceed no longer than 60 continuous days, or for no longer than 180 continuous days for medical reasons. Military absence can be confirmed with call up orders. Other absences, and the length of such absences, will be confirmed based on the circumstances of the absence. If a claim is made that the absence of a household member is permanent or that his/her whereabouts are unknown, the head of household or remaining family member with legal capacity to enter into the lease must sign an affidavit describing the circumstances and duration of the absence; stating that due diligence has been exercised to determine the whereabouts of the absent member.

3. RENT

- A. Rent shall remain in effect unless adjusted by HOME.
- B. The amount of the Total Tenant Payment and Tenant Rent shall be determined by HOME in compliance with HUD regulations and requirements.
- C. Rent re-determinations are subject to the Administrative Grievance Procedure.
- D. Tenant may ask for an explanation of how the amount is computed by HOME. If Tenant asks for an explanation, HOME shall respond within a reasonable time, not to exceed thirty (30) calendar days.
- E. Acceptance of rent payments shall not waive or diminish HOME's right of eviction or another contractual or statutory right. The acceptance of monies at any time will not waive HOME's right of property damages, past or future rent, or other sums due. The Tenant's obligation to pay rent continues until the unit is vacated.

The Housing Opportunity Management Enterprises (HOME) through the property management companies follows all Equal Housing Opportunity laws that protect persons with disabilities. Persons with disabilities have the right to reasonable accommodation. If you or someone in your household is a person with a disability and require assistance with a

reasonable accommodation or another disability related matter, please contact Envolve's Equal Opportunity Compliance Officer at 915-Add phone number.

Resident Initial _____

4. OTHER CHARGES

A. In addition to rent, Tenant is responsible for payment of certain other charges as follows:

1. Maintenance costs, costs for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds, including but not limited to lawns, shrubs, trees, etc., beyond normal wear and tear, caused by Tenant, household members or guests. When HOME determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance and other Charges posted by HOME or, for work not listed on the Schedule of Maintenance and Other Charges, based on actual cost to HOME for labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. Tenant shall notify HOME immediately of the need for repair to the dwelling unit and any unsafe conditions on the premises or grounds. An additional administrative fee (as established in the Schedule of Maintenance Charges) will be assessed for damages, to include damages caused by normal wear and tear, not reported and identified during any inspection or other HOME activity.

➤ The Tenant will not be charged for repairs/damages due to normal wear and tear. However, damages caused by carelessness, misuse, or neglect on the part of the tenant that poses a threat to the health or safety of other tenants, HOME employees, or persons residing in the immediate vicinity of the premises will become the obligation of the Tenant to reimburse HOME within 30 days after receiving a bill for damages from HOME.

2. Excess Utility Charges at Public Housing Only. At Communities where utilities are provided by HOME, a charge shall be assessed for excess utility consumption due to the operation of major Tenant supplied appliances and/or other devices, fixtures or equipment. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. Request for individual relief for excess utility charges can be made under certain circumstances as provided in HOME policy.

3. Tenants must maintain their yard and plants when a unit has such features. Maintenance includes mowing grass, removing weeds and trash, and trimming hedges and shrubbery. It is prohibited to plant trees, bushes or flowers on property owned soil.

B. HOME shall provide written notice of the amount of any charges in addition to Tenant Rent, and when payment for the charges is due.

C. Charges in addition to rent are due thirty (30) days after Tenant receives HOME's written notice of the charges to exclude late fees which are automatically generated if rent is past due. Such charges are subject to Grievance Procedures and will not be considered late during the grievance process.

D. A refundable security deposit will be imposed for the use of the community center. The deposit will be 100% reimbursed if no misuse, abuse, or damages are incurred to the community center, and/or to the community center equipment and furnishings.

5. PAYMENT METHODS

Rent payments and other charges will be accepted at your local management office, and will be accepted only in the form of money orders, cashier's checks, personal checks, mailed to the complex manager, or with a draft set up with HOME. Personal checks and drafts will be accepted until more than one (1) Non-sufficient Funds (NSF) check is presented. An NSF fee of \$25.00 will be assessed against the resident's account on the second or any additional time a check is not honored. The resident will then be required to make all subsequent payments using money orders or cashier's checks. Cash payments will not be accepted.

6. UTILITIES AND APPLIANCES

A. If Tenant's actual utility bill exceeds the Utility Allowance, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such saving.

B. Utility Reimbursement: If the Utility Allowance exceeds the Total Tenant Payment, HOME has option to pay the utility reimbursement to the family.

C. Tenant agrees not to waste the utilities provided by HOME and to comply with any applicable law, regulation, or guideline of any government entity regulating utilities or fuels. If a tenant exceeds the amount of allowances for utilities provided by HOME, tenant is responsible for the overage, which must be paid either to HOME or directly to the utility suppliers. A continued waste of utilities will be reported to

the appropriate utility agency.

- D. HOME provides a stove top, oven and refrigerator as fixtures. Tenants may not alter, modify or remove fixtures. Other major electrical appliances including, but not limited to, air conditioners, freezers, extra refrigerators, washers, dryers, may be installed and operated only with prior written approval of HOME. Unauthorized appliances will be removed by HOME and Tenant shall be charged for costs of removal.
- E. Tenant is responsible for having utilities turned on for Tenant paid utilities and the utilities must be under the name of a lease holder. Tenant is responsible for the timely payment of all utilities for which Tenant is directly responsible and for any reconnect fees or charges incurred as a result of a failure to pay utilities. Tenant may not connect or disconnect any utility service without the prior written authorization of HOME.

7. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY

- A. HOME shall notify Tenant within a reasonable time frame of what actions Tenant must take and by which date such action must be taken for compliance under this section. Any income, asset, or family composition data collected from Tenants will be used by HOME to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. Tenant will also be advised that he/she may meet with the Landlord to discuss any changes in the rent.
- B. Rent will not change during the period between regular re-examinations, UNLESS during such period:
1. A change in family composition;
 2. An increase in a family's cumulative income of \$200 or more a month;
 3. An increase in allowances (e.g., number of dependents, a new disability assistance expense ;)
 4. A decrease in income (e.g. a decrease in income that will last more than 30 days ;)
 5. A change in citizenship or eligible immigration status of any family members.
- C. All changes in household income, assets, and family composition must be reported by Tenant to the HOME Manager in the community in which Tenant resides within ten (10) calendar days of the occurrence via the Change Report form. Failure to report within the 10 calendar days may result in a retroactive rent charge and/or termination of the Lease.
1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above, when the change is based on new circumstances.
 2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within ten (10) calendar days of the occurrence, the increase will become effective the first day of the second month following the month in which the change was reported.
 3. In the case of a rent increase due to a change in Federal Law or regulations, the increase will become effective the first day of the second month following the month in which HOME notifies the Tenant of the law or regulatory change.
 4. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, after a reduction in rent per the fixed rent policy, HOME shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 5. "Zero" or "Provisional" Rents: If Tenant is placed on "Zero" or "Provisional" rent, the Tenant must report to the respective community Manager every ninety (90) days. Tenant must provide HOME with current information regarding changes in status of the household income, family composition and assets. Failure to report to HOME community's Manager every ninety (90) days as required may be grounds for termination of the Lease.
- D. The rent amount is fixed until changed as described herein.
1. All information will be verified by HOME. Tenant agrees to comply with HOME's requests for verification by signing releases for third party sources, presenting documents for review, or providing other suitable forms of verification.
 2. Failure to provide requested documentation and/or information is grounds for termination of the Lease.
 3. A reasonable assessment by HOME that incorrect, incomplete or insufficient information has been provided will result in termination of the Lease.
- E. Rent formulas or procedures are changed by Federal law or regulation.
- F. If Tenant is found to have misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged, HOME shall apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. Additionally, HOME may report these facts to Federal Authorities for prosecution.

8. TRANSFERS – Look into VAWA

- A. Tenant agrees that if HOME determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, HOME shall send Tenant written notice. Tenant further agrees to accept a new Lease for a

different dwelling unit of appropriate size or design anywhere in HOME's jurisdiction. One offer will be made for such a move; the refusal of the Tenant to move to a new unit is a violation of the terms of the Lease and shall result in Tenant being responsible for paying HUD approved market rent.

- B. HOME may fund moving expenses for a Tenant when necessary to rehabilitate or demolish Tenant's dwelling unit.
- C. If a Tenant makes a written request for special dwelling unit features in support of a documented disability, HOME may modify Tenant's existing dwelling unit. If the modifications needed are similar to those existing in a fully accessible dwelling unit, HOME may transfer Tenant to another dwelling unit with the features requested.
- D. A Tenant without disabilities who is housed in an accessible or adaptable dwelling unit must transfer to a dwelling unit without such features should a Tenant with disabilities need the dwelling unit, in accordance to 24 CFR 8.27 Occupancy of Accessible Dwelling Units.
- E. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by HOME. Tenant shall move within fifteen (15) days following the date of a transfer notice. If Tenant refuses to move within fifteen (15) days, HOME may terminate the Lease.
- F. HOME may prioritize transfers upon review of circumstances.
- G. HOME may transfer Tenant if the unit is determined to be unsafe for habitation. Tenant may not refuse to move upon notice that the unit has been determined to be unsafe, nor may a tenant refuse to move if the unit is scheduled to undergo modernization or demolition. The refusal of the Tenant to move to a new unit is a violation of the terms of the Lease and shall result in termination of the Lease.
- H. LIHTC families transferring to a unit in a different building will be treated as a new household. Therefore a new initial certification will be completed to determine income eligibility for the unit. LIHTC families transferring to a unit within the same building will not need to complete a new initial certification.

9. HOME OBLIGATIONS

- A. Maintain the community and dwelling unit in decent, safe and sanitary condition and in good repair.
- B. Comply with the requirements of State, local, and housing codes, and HUD regulations materially affecting health and safety.
- C. Keep community's building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.
- D. Maintain electrical, plumbing, sanitary, heating, ventilating, and other systems and appliances, including elevators supplied by HOME in good and safe working order and condition.
- E. Responsible for the seasonal change-over at properties with swamp coolers. Owner/Agent will provide notice at a minimum of 30 days prior to the change-over (swamp coolers and heating). A reasonable accommodation request can be made at the office, if needed.
- E. Provide and maintain appropriate receptacles and facilities, except containers for the exclusive use of an individual Tenant family, for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by Tenant as required by the Lease, and to provide disposal service for garbage, rubbish and other solid waste.
- F. Supply dwelling unit with running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year according to local custom and usage.
- G. Provide reasonable accommodations for Tenants with disabilities as follows:
 - 1. HOME must make reasonable accommodations when requested by a qualified Tenant with disabilities.
 - 2. Reasonable accommodation involves helping a Tenant meet essential Lease requirements; it does not mandate the lowering or waiving of essential Lease requirements.
 - 3. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and/or administrative burdens on HOME.

10. TENANT OBLIGATIONS

The Tenant will abide by such necessary and reasonable regulations as may be set forth by HOME, and in accordance to local, state, and Federal Regulations for the benefit and well-being of HOME communities and the Tenants, and which shall be posted in the community's Office, delivered to the Tenant and incorporated by reference in the Model Lease and the following rules, obligations, and standards. Tenants may also be required to view videos on topics related to Tenant obligations.

Tenant and members of Tenant's household agree to abide by the following rules, obligations, and standards. Failure to comply with the rules, obligations, and standards contained herein constitutes a material violation of the Lease Agreement and may result in the termination of the Lease.

A. RULES RELATING TO TENANT AND GUEST CONDUCT AND BEHAVIOR

- 1. **Peaceful Conduct.** Tenants will not disturb any neighbor's peaceful enjoyment of their accommodations and will conduct themselves in a way that is conducive to maintaining the community in a decent, safe and sanitary condition.



2. **Harassment.** Tenants will not engage in behavior which is intended to harass, or has the effect of harassing, another resident, a HOME employee, guests, visitors or persons residing in (non-HOME) neighborhoods adjacent to HOME property. A Tenant will be considered to have engaged in harassing behavior if the Tenant repeatedly files unsubstantiated complaints, whether about another Tenant, a HOME employee, guests, visitors or a person residing in adjacent neighborhoods; if the Tenant's actions or behavior interferes with another's right to a peaceful enjoyment of their property; or if the Tenant's actions or behavior interfere with the ability of a HOME employee to perform his/her job functions.
3. **Disruptive, Offensive, Lewd, and Destructive Conduct.** Tenants, visitors or their guests will not engage in any conduct that disrupts the peacefulness of the community, offends the sense of decency of the community or damages the real or personal property of any Tenant or HOME. Tenants, visitors or their guests will not engage in lewd conduct, including but not limited to public displays of nudity and sexual activity. Verbal or physical acts of aggression directed at another Tenant, HOME employee or property management company staff or which cause another Tenant or HOME employee/property management company staff to fear for their safety, including but not limited to threatening, cursing, pushing, and/or hitting, are serious violations of the Lease and shall result in the immediate termination of the Lease.
4. **Criminal Activity.** Tenants, household members, visitors and guests shall not engage in any criminal activity while the Tenant is a Tenant in Section 8 Project-Based Rental Assistance and Project-Based Voucher properties. Any such activity shall be cause for immediate termination of tenancy. Tenants, household members, and guests shall comply with all obligations imposed upon the Tenants by applicable provisions of City, State, and Federal Codes materially affecting health and safety.
5. **Use or Display of Weapons.** Tenants shall not use or display, except in self-defense, a weapon or object, including but not limited to a firearm, knife, BB or pellet gun, club, chain, blackjack, night stick, etc., in the dwelling unit or on the Community's premises in a manner calculated to cause alarm, fear or damage to other persons. In addition, a Tenant shall not intentionally, knowingly, or recklessly carry on or about his person a handgun, illegal knife, or club as defined by the Chapter 46 of the Texas Penal Code. A Tenant shall not intentionally or knowingly possess, manufacture, transport, repair, or sell an explosive weapon, a machine gun, a short barrel firearm, a firearm silencer, a switchblade knife, knuckles, armor piercing ammunition, a chemical dispensing device, or a zip gun as defined by Chapter 46 of the Texas Penal Code.
6. **Possessing or Carrying Weapons Outside the Dwelling Unit.** Tenants shall not possess or carry outside the dwelling unit any handgun, loaded rifle or shotgun, illegal knife, or club on the community's premises, unless authorized by applicable laws and regulations.
7. **Stolen Property.** Tenants shall not possess, store, sell or convey stolen property in a dwelling unit or on the community's premises.
8. **Interference with Law Enforcement.** Tenants shall not interfere with any law enforcement personnel or activity or hinder the arrest of any person on the community's premises.
9. **Alcoholic Beverages Outside the Dwelling Unit.** Tenants and their guests shall not consume alcoholic beverages outside the dwelling unit.
10. **Glass Containers Outside the Dwelling Unit.** Tenants, visitors and guests shall not possess, carry or discard, except in designated trash receptacles, breakable glass containers outside the dwelling unit or in the common areas, which include the paths, playgrounds, easements, yards, driveways, parking lots and other areas on the community's premises.
11. **Vulgar or Obscene Language or Behavior.** Tenants, visitors and guests shall not engage in vulgar or obscene behavior or language or make verbal or physical threats toward any Tenant, property management staff, HOME employee, vendors, inspectors, or law enforcement personnel, or other person in the dwelling unit or on the community's premises.
12. **Curfew.** In accordance with this policy and El Paso Municipal Code, Chapter 10.20, Offenses By or Against Minors, Tenants shall not permit any minor person under 17 years of age to remain in any public place or any establishment within the city limits during curfew hours, between the hours of 11:00 p.m. and 6:00 a.m. the following day, unless allowed by City Municipal Code. Any Tenant who, as the parent, guardian or other person having the care, custody, or control of a minor person under 17 years of age, permits or, by ineffective control, allows the minor person to violate the curfew is in violation of the Lease and may be subject to Lease termination.
13. **Mandatory School Attendance.** As required by Texas Education Code, Section 25.085, unless specifically exempted by Sec. 25.086, Tenant shall assure that any child who is a member of the household and who is at least six (6) years of age, or who is younger than six (6) years of age and who has previously been enrolled in first grade, and who has not yet reached the child's 18th birthday, shall attend school. In addition, any child enrolled in prekindergarten shall attend school.
14. **Supervision of Children.** Tenant shall not permit any minor child under twelve (12) years of age to be outside the premises without adult supervision at all times. "Outside the premises" means in the common

areas of the community, on the playground, or anywhere not within the unit or the unit's fenced yard, if any.

15. **EIV (Enterprise Income Verification).** Tenant and each adult household member must disclose complete and accurate information including full name, SSN, and DOB; income information; and certify that reported household composition, income, and expense information is true. If Tenant fails to provide required information including changes in family composition, changes in income, social security numbers for new household members, or sign/submit required consent and verification forms (form HUD-9887 and form HUD-9887-A) may result in the termination of assistance.
16. **Fraud.** Tenant shall not commit any fraud in connection with any Federal housing assistance program and shall not receive assistance for occupancy of any other unit assisted under any Federal housing program during the term of the Lease. Fraud includes but is not limited to submitting false payment records, misappropriating Federal funds, HOME records, Resident Association funds, or HOME equipment or facilities. Violations shall be reported to the appropriate authorities for prosecution and other legal action as may be deemed appropriate and necessary.
17. **Fundraising Activities.** Raffles, "tandas", gambling, soliciting funds for personal gain, and any unauthorized or illegal fund-raising activities of any kind are prohibited. Such activity will be considered a violation, and multiple occurrences of this action will lead to termination of the Lease.
18. **Violence Against Women's Act (VAWA):** The Violence Against Women's Act (VAWA) provides protections to victims of domestic violence, dating violence, sexual assault, or stalking. The property will not be denied tenancy solely based on previous incidents of domestic violence. Please inform the property if you believe your circumstances are protected by VAWA.

B. RULES RELATING TO THE DWELLING UNIT

1. **Waterbeds.** Waterbeds are absolutely prohibited.
2. **Smoke Detectors.** Tenant shall keep working batteries in each smoke detector installed in the dwelling unit, shall test the smoke detector monthly to check the battery and operating condition, shall pay for replacing dead, non-functioning or missing batteries, and shall promptly report to the community's office the defective condition of any smoke detector. **Tenants are prohibited from disconnecting or intentionally damaging a smoke alarm or removing the battery without immediately replacing it with a working battery. Tenant may be subject to damages, civil penalties, and attorney's fees under Section 92.2611 of the Texas Property Code for not complying with this notice.**
3. **Door Locks, Door Latches, Locks and Keys.** Tenant cannot change their door locks or re-key. On a case-by-case basis, property management may change the door locks or re-key upon payment of a reasonable charge. Reasonable accommodation can be made to issue or provide keys to a person designated by the head of household through written approval.
4. **Power Failures.** Tenant shall use flashlights or other battery-operated lighting and not candles or open flames for lighting if electrical service is interrupted.
5. **Use of Barbecue Grills.** Tenant shall not use barbecue grills in any manner which may create a fire hazard that endangers any person or property, or use any barbecue grill, pit or other incinerator within five (5) linear feet of any combustible surface including, but not limited to, decks, porches, balconies, walls, verandas, refrigeration units located on ground, or beneath any deck, porch, balcony, roof overhang or veranda. Tenant use of all propane devices are prohibited on any HOME property for any reason.
6. **Installation of Burglar Bars.** Tenant may not install burglar bars or other security devices, including alarm systems, without prior written approval of HOME and compliance with applicable City of El Paso rules and regulations.
7. **Installation of Appliances, Home Security and Other Equipment.** Tenant may not install or store any major appliance including, but not limited to, cooking stoves, wood burning stoves or fireplaces, refrigerators, freezers, dishwashers, washing machines, clothes dryers, ceiling fans, home security system, satellite dishes, or cable hookups without prior written approval of HOME. Tenant may not cause any hole to be made in any wall for the purpose of installing any appliance, electronic equipment or any other device. Unauthorized appliances, equipment or devices shall be removed by HOME at Tenant's expense.

8. **Installation of Fences.** Tenant shall not install fences, except according to applicable City code specifications and with the prior written approval of HOME.
9. **Playground Equipment.** Privately owned playground equipment including swimming pools, swing sets and trampolines are prohibited and must not be installed, placed, stored, constructed, erected, maintained, or used anywhere on HOME property.
10. **Yard Sales.** Tenant shall not have yard sales for personal or Resident Association benefit.

C. Parking

1. Tenants

- a. Tenants must have a parking permit issued by HOME in order to park in the community where they live. Parking permits must be renewed at time of re-certification. Failure to renew parking permit will result in removal of the vehicle after 10 calendar days of the re-certification.
- b. Each household will be allowed to register no more than two (2) vehicles. Vehicles must be owned by Tenant or household member.
- c. Due to the limited number of parking spaces available, spaces will be filled on a first come basis.
- d. Tenants must submit a "Parking Permit Application" for each vehicle and receive an authorization before parking any vehicle in the community.
- e. Fee for replacement of lost/stolen parking permits is ten (\$10) dollars per vehicle.
- f. Tenants will park only the vehicle(s) which have duly authorized by management.
- g. Tenants will abide by all applicable laws concerning the ownership and operation of motor vehicles on HOME properties, including: Texas registration and license plates only, current motor vehicle inspection certificate, and be in proper running condition.
- h. Tenant must immediately notify manager:
 - i. When license plate number is changed,
 - ii. When vehicle is no longer owned by Tenant,
 - iii. When Tenant first obtains a vehicle that is to be parked on HOME property.
- i. Vehicles must be parked in designated spaces. Designated parking areas will be marked with signs throughout the parking lot.
- j. Vehicles must not leak fluids such as oil or gasoline on the pavement. If vehicle does leak fluids, Tenant will be responsible for the clean-up of the fluids and any cost incurred by HOME to clean up the fluids, including pavement repair.
- k. Parking Permits (decal or sticker) must be displayed at all times.
- l. Parking Permit is not transferable from one vehicle to another or from one community to another.
- m. Only EMERGENCY REPAIRS, such as changing a tire or replacing a battery, may be conducted in the parking lot.
- n. Washing of vehicles, to include motorcycles, is not allowed on HOME property.
- o. Commercial vehicles, trailers, motor homes and buses owned or used by Tenants may not park in community parking lots.
- p. Motorcycles must be parked in an approved and designated parking space.
- q. Unauthorized and/or improperly parked vehicles are subject to removal at the owner's expense. This includes blocking an access, yellow curbing, fire lanes, etc. The towing company and a phone number where the vehicle was taken to will be posted at the entrance of the parking lot.
- r. Any vehicle may be removed by HOME without prior notice to the Tenant in emergency situations, including but not limited to situations requiring access or egress by police, fire, and other emergency vehicles or leaking a fluid that presents a hazard or threat to persons or property.
- s. A vehicle displaying an expired registration insignia or an invalid vehicle inspection certificate may be removed.

After the owner or operator of the vehicle is given at least ten (10) days' written notice, the vehicle will be towed from the premises:

1. At the vehicle owner's or operator's expense;
2. If it is not removed from the parking lot, or
3. If not properly registered and/or inspected.

2. Parking for Guests/Visitors

Guest: A person allowed by any family member to stay overnight for not more than 14 days per 12 month period.

Visitor: A person allowed by any family member to enter the unit but is required to park outside the premises after 10:00 p.m. on the same day of visit.

- a. Guest/Visitor parking is only allowed in spaces designated for "VISITOR PARKING."
- b. Guests/Visitors are not allowed to park in Tenant parking spaces.

- c. If no guest or visitor parking is available in a community parking lot, guests and visitors must park on the street outside of the community.
 - d. Unauthorized vehicles are subject to removal at the owner's expense. The towing company and a phone number where the vehicle was taken to will be posted at the entrance of the parking lot.
 - e. In parking lots where visitor parking is available, visitors' vehicles must be removed from the community by 10:00 p.m. each night. Any vehicle parked after that time is deemed to be an unauthorized vehicle and subject to removal.
 - f. Overnight parking may be authorized by pre-approval of the community Manager and only if guest parking spaces exist. A "Parking Permit Application" must be submitted and signed by Tenant or guest before parking is authorized. Approved guest vehicles must display the permit at all times.
 - g. Tenants are not allowed to sublet, transfer, exchange or loan their assigned space, decal/sticker or permit to other Tenants.
3. HOME may opt to immobilize, in lieu of towing, any vehicle found in violation of the aforementioned procedure by the use of a "vehicle immobilization device".
- A "vehicle immobilization device" means a device that may be clamped and locked onto a part of a motor vehicle to prevent its removal.
- HOME will use a "vehicle immobilization device" that is designed to be clamped and locked onto the wheel of a motor vehicle.
- A "vehicle immobilization device" may also be referred to as a boot, wheel boot, Denver boot, wheel clamp, wheel immobilizer, etc.
- a. A wheel boot may be used:
 1. When any vehicle is found in violation of HOME's parking policy;
 2. By any designated employee or contractor who has been trained in the appropriate use; and
 3. When a designated employee or contractor will be available to remove the boot no later than one hour after requested to do so.
 - b. Vehicle Immobilization:
 1. Once a vehicle is found in violation and a determination is made to use a wheel boot instead of towing, the vehicle is booted.
 2. A notice is left on the lower part of the driver's side windshield.
 3. A Vehicle Immobilization Report is filled out and submitted.
 - c. A wheel boot will be removed when:
 1. A removal request is made by the vehicle owner or person in control of the vehicle;
 2. When the owner or person in control of the vehicle has paid the required fee and signed the notice of release; and
 3. The required fee of \$75 is paid. Only a cashier's check or money order made out to "HOME" will be accepted.
 4. A notice of release will indicate that the fee was paid and by whom and signed by the payee and the employee;
 5. The wheel boot will be removed.
 - d. Report (prescribed form)
 1. Will be filled out when a wheel boot is used; and
 2. When a wheel boot is removed;
 3. The report will be submitted to the immediate supervisor.
 - e. Vehicle Immobilization Notice (prescribed envelope)
 1. The notice is left when a vehicle is booted.
 2. The notice will advise that the vehicle is on HOME owned property in violation of a posted parking regulation, it will have a contact phone number that can be called for further information and/or to have the vehicle released, and also state that there will be an applicable fee that must be paid before the vehicle is released.
 3. When a boot is removed the payment is placed in the envelope and submitted with the report.
 4. Lower portion of the envelope is detached and serves as the receipt to the payee.

D. SMOKING

HOME desires to; 1) mitigate the irritation and known health risks from secondhand smoke; 2) reduce and eliminate the increased maintenance and cleaning costs caused by smoking within the residence; and 3) reduce and eliminate the increased risk of a fire caused within the residence due to smoking.



“Smoking” means engaging in an act that generates smoke, such as: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind.

“Smoke” includes, but is not limited to, tobacco smoke, marijuana smoke, and smoking any other products, legal or illegal.

Tobacco product” means any substance containing tobacco leaf, and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

No Smoking Policy

Smoking anywhere inside the dwelling units or building of the apartment community is strictly prohibited. All forms of smoking inside any dwelling unit, building or interior of any portion of the community area is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of the Lease Agreement.

The policy extends to, but is not limited to, the leasing offices, building interiors, and hallways, building common areas, dwelling units, all interior areas of the community and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds.

Even though smoking may be permitted in outdoor areas of the apartment community, HOME reserves the right to direct that occupants, family, guests, and invitees stop smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the health, safety or welfare or disturbing the enjoyment of the premises, or business operations of HOME, other Tenants, or guests.

HOME to Promote No Smoking Policy: HOME shall post “No Smoking” signs at the entrance and exits, in common areas, and in conspicuous places on the grounds of the apartment complex.

Compliance. Enforcement of this no smoking policy is a joint responsibility that requires Tenants cooperation in reporting incidents or suspected violations of smoking. Tenants must report violations of the no smoking policy before HOME is obligated to investigate and act, and Tenants must cooperate with HOME in prosecution of any violation. HOME shall take reasonable steps to ensure compliance with the terms and provisions of the No Smoking Policy.

Tenants shall be responsible for informing guests, visitors, invitees and/or service contractors of the No Smoking Policy and shall ensure they comply with the No Smoking Policy. Tenants will be financially responsible for any costs incurred by HOME due to violation(s) of the No Smoking Policy by guests, visitors and/or service contractors. Further, Tenants shall promptly notify HOME of any incident of smoking or migrating secondhand smoke.

Disclaimer. By signing the Lease and Housing and Community Rules, Tenant acknowledges the following:

a) that the adoption and/or enforcement of the no smoking rule shall not make HOME a guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that HOME’s ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant and Tenant’s guests. HOME is not required to take steps in response to smoking unless HOME receives a notice of the presence of cigarette smoke, via agent, personal knowledge, and/or written notice by a Tenant. HOME specifically disclaims any implied or express warranties that the building, common areas, or Tenant’s premises will have any higher or improved air quality standards than any other rental property. HOME cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

Lease Violation. Tenants are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this policy will constitute both a material non-compliance with the Lease Agreement and a serious violation of the Lease Agreement. In addition to eviction, Tenants who violate this policy will be financially responsible for any damage resulting from smoking, such as increased maintenance, cleaning and turnover costs.

Acknowledgement. By signing the Dwelling Lease Agreement, Tenants acknowledge that a violation could lead to termination of right of possession or the right to occupy the dwelling unit and premises. If Tenant or someone in Tenant’s household is a smoker, Tenant should carefully consider whether you will be able to abide by the terms of this Policy. Before signing Tenant must advise HOME whether anyone who will be living in the dwelling is a smoker.

E. RULES RELATING TO THE COMMUNITY'S PREMISES

1. **Trespassing.** The community's premises are for the exclusive use and enjoyment of the Tenants, members of their households, their guests and visitors, and such other persons who have legitimate business on the premises, e.g., law enforcement and other governmental personnel, utility service workers, HOME contractors, and others as authorized by HOME. All other persons on the community's premises will be regarded as trespassers subject to prosecution as allowed by state law or municipal ordinance. Any person who desires access to any community's premises and any person found on the walkways, playgrounds, parking lots, driveways and other common areas of the community's premises will be requested by any law enforcement or HOME personnel to identify himself or herself and to prove authority to be on the community's premises.

Any person who refuses to provide personal identification or cannot show authority to be on the community's premises shall receive a "trespass warning" ordering the person to leave the community's premises or be subject to arrest and prosecution to the extent permitted by state law or municipal ordinance. Any person observed by law enforcement or HOME personnel violating any HOME rule, or Federal, state or municipal law, regulation or ordinance will be ordered by law enforcement or HOME personnel to leave the community's premises.

2. **Damage to Property.** Any person observed by law enforcement or HOME personnel breaking or damaging any glass, window, sash, blind, door, gate or fence, or marring, defacing or injuring any building, structure, fixture, wall, sidewalk, sign, tree, plant, shrub or flower shall be subject to arrest and prosecution as permitted by law.
2. **Yard Sale. Tenant may not have a yard sale on the community's premises.**
3. **Vehicle Washing.** Tenant may not use any interior or exterior water faucet on the community's premises for washing any vehicle or other objects without the prior written approval of HOME. Tenant may not run hoses from the interior of the dwelling unit to the outside for any reason.
4. **Water usage.** Outside watering shall be done in a manner to insure that no water drains into the driveways, parking lots, or neighboring yard area (El Paso City Ordinance 15.13.040 Chapter 15.13). Tenant should check with the community's office for schedule of watering days for their yard.
5. **Notices and Flyers.** HOME does not allow door to door sales. If a Tenant desires to distribute notices or flyers in the community's in which he or she resides, the Tenant must obtain advance approval from the community's property manager and provide the property manager with a copy of the proposed notice or flyer. Flyers may be distributed Monday-Friday only, and between the hours of 9:00 a.m. and 8:00 p.m. Under no circumstances shall a notice or a flyer be left in plain view on a Tenant's door if a Tenant is not at home or declines to answer the door. A Tenant distributing such flyers or notices must ensure that the flyers or notices do not become litter or disrupt the peaceful use and enjoyment of the other Tenants in the community's or the Tenant's use of the common areas.
6. **Political and Religious Activity.** Tenants may engage in political or religious activities including door-to-door political campaigning and religious activities. Tenant must give advance written notice of three (3) consecutive business days (Monday-Friday) to the community's property manager. Any door-to-door activities must be carried out between the hours of 9:00 a.m. and 8:00 p.m., Monday-Saturday. No flyers may be left in plain view on a Tenant's door if a tenant is not at home or declines to open the door.

F. RULES RELATING TO HOUSEKEEPING STANDARDS

1. In an effort to improve the livability and conditions of the dwelling units owned and managed by HOME, uniform standards for Tenant housekeeping have been developed for all Tenant families. Tenant is required to abide by the standards set below.
2. HOME shall inspect each dwelling unit at least annually, to determine compliance with the standards.
3. Upon completion of an inspection, HOME will notify Tenant in writing if he/she fails to comply with the standards. HOME will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available.
4. Training may be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.
5. Within a reasonable period of time, HOME shall schedule a second inspection or consecutive inspections as needed and determined by the community's property manager.
6. Failure of a second inspection will constitute a repeated minor violation of the Lease terms and is grounds for termination due to adversely affecting the health or safety of any person, or the right of any tenant's peaceful enjoyment of the property, and disruption of the livability of the property.
7. Failure to abide by the following Housekeeping Standards due to carelessness, misuse, or neglect on the part of the tenant that pose a threat to the health or safety of other tenants, HOME employees, or persons residing in the immediate vicinity of the premises that result in the creation or maintenance is a violation of the Lease terms and may result in termination of the Lease.

Inside the Unit-

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, graffiti, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean, and not nailed shut. Sills shades and blinds should be clean and intact
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present and in working order.

Locks should work.

- (1) Heating units: access area shall be clean and uncluttered and must not be used for storage.
- (2) Trash: shall be disposed of in the proper containers and not left inside or outside the unit.
- (3) Entire unit should be free of rodent or insect infestation.
- (4) Lighting: areas must be sufficiently illuminated and fixtures must be intact and in working order.

Kitchen-

- (1) Stove: should be clean and free of food and grease; HOME tags must not be removed.
- (2) Refrigerator: should be clean inside and out. Door to refrigerator and freezer should close properly; HOME tags must not be removed.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy items should not be stored under the sink.
- (4) Exhaust fan: should be free of grease and dust and in proper working order.
- (5) Sink: should be clean, free of grease and waste. Dirty dishes should be washed and put away in a timely manner,
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area. Children must not be allowed to carry trash to the Community's trash bins.

Bathroom-

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean and free of mildew, mold and lime accumulations.
- (4) Exhaust fans: should be free of dust and in proper working order.
- (5) Floor: should be clean and dry and free of hazards.

Storage Areas-

- (1) Linen closet should be neat and clean.
- (2) Other closets should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) All other storage areas should be clean, neat and free of hazards.

Outside the Unit-

- (1) Yards: should be free of debris, trash, and abandoned or inoperable vehicles. Gates must work properly.
- (2) Exterior walls: must be free of graffiti, marring or other damage.
- (3) Porches, front and rear: should be clean and free of hazards. No items shall be stored on the porch. Only patio or garden furniture is allowed on the porch; no other furniture should be kept on the porch.
- (4) Steps, front and rear: should be clean and free of hazards.
- (5) Sidewalks: should be clean and free of hazards.
- (6) Driveways: should be clean and free of grease, oil and other hazards. No abandoned or inoperable vehicles of any kind shall be parked in any driveway.
- (7) Storm doors: should be clean, with glass or screens intact, and in proper working order.
- (8) Utility meters or boxes: must be free of any obstacles which may hinder inspection or monitoring.

11. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

In the event the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

- A. HOME shall be responsible for repair of the dwelling unit within a reasonable period of time after receiving notice from Tenant.
- B. HOME shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. HOME is not required to offer Tenant a replacement dwelling unit if the hazardous condition was caused by Tenant, household members or guests.
- C. Tenant shall accept any replacement dwelling unit as determined by HOME.
- D. In the event repairs cannot be made by HOME as described above, or alternative accommodations are not provided, rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by

Tenant, household members or guests.

- E. If HOME determines that the dwelling until is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, the Lease shall be terminated and any rent paid for that calendar month will be refunded to Tenant.

12. PEST CONTROL

- A. Tenant will be provided with advance notice of scheduled pest control services.
- B. Tenant shall allow access to the unit by HOME for pest control services and shall ensure that a responsible adult eighteen (18) years of age or older is present if such service is scheduled at a time when children may be in the unit.
- C. The refusal by Tenant to allow access for pest control, or the repeated rescheduling of such services by Tenant may result in the termination of the Lease due to a repeated minor violation of the Lease terms and is grounds for termination due to adversely affecting the health or safety of any person, or the right of any tenant's peaceful enjoyment of the property, and disruption of the livability of the property.

13. INSPECTIONS

- A. Move in Inspection HOME and Tenant or adult representative eighteen (18) years of age or older shall inspect the dwelling unit prior to occupancy by Tenant. HOME shall give Tenant a written statement of the condition of the dwelling unit, both interior and exterior, and note any equipment provided with the dwelling unit. The statement shall be signed by HOME and Tenant and a copy of the statement retained in the Tenant file. Any deficiencies noted on the inspection report shall be corrected by HOME within a reasonable time, at no charge to Tenant.
- B. Other Inspections – HOME shall inspect the dwelling unit at least annually to check maintenance, Tenant housekeeping, and other Lease compliance matters. Tenant shall receive a written statement of the charges for damages caused by carelessness, misuse, or neglect on the part of the tenant that pose a threat to the health or safety of other tenants, HOME employees, or persons residing in the immediate vicinity of the premises, if any, or removal of non-approved alterations to the dwelling unit. Within a reasonable period of time, HOME will schedule a second inspection or consecutive inspections as needed and determined by the property manager. Failure of a second inspection will constitute a violation of the Lease terms.

14. ENTRY OF DWELLING UNIT DURING TENANCY

A. HOME's Responsibilities

1. HOME shall give Tenant at least forty eight (48) hours written notice that HOME intends to enter the dwelling unit. HOME may enter only at reasonable times.
2. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, HOME shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

15. ABANDONMENT AND ABANDONED PROPERTY

- A. Tenant shall inform HOME in advance if all occupants will be absent from the dwelling unit for more than seven (7) consecutive days.

A unit may be deemed abandoned and a tenant's lease may be terminated if HOME has determined tenant is not temporarily absent and if:

- The tenant and all other authorized dwellers have not notified HOME of their absence;
 - The tenant and all other authorized dwellers have been absent for more than 14 days;
 - The tenant is delinquent with the rent;
 - HOME has reviewed evidence of the household's intent to not return to the unit;
 - HOME has provided a 48 hour notice of inspection by hand delivery or by posting the notice on the inside of the main door, or mailing it by regular mail;
 - The tenant's clothes, furniture, and personal belongings have been substantially removed from the unit;
 - Utilities paid for by the tenant directly to the utility provider have been disconnected;
 - HOME has provided a 48 hour notice of intent to declare the apartment abandoned by hand delivery or by posting the notice on the inside of the main entry door and tenant and all other authorized dwellers have failed to respond;
 - HOME has attempted to contact the tenant at all telephone numbers, e-mail addresses, and third party contact information in its records to verify whether the tenant has abandoned the unit and HOME has been unsuccessful in making contact with the tenant, and HOME is not aware of any facts showing that the tenant has not abandoned the unit.
- B. A Tenant's lease may be terminated automatically upon the death of a single member household, including single member households with a live-in aide.
- C. Once a unit has been declared abandoned, HOME will terminate the lease. Upon declaring the unit abandoned, HOME may take possession of the unit and remove and store any of the household's property that was left in

the unit. Property stored under this section will be sold after a 30-day written notice of the time and place of the sale has been mailed by certified mail and first class mail to the Tenant at the Tenant's last known address. HOME may sell any such property at a public sale. If HOME sells the property, the money received will first be used to pay for the cost of the storage and the sale, and then to charges owed by the Tenant, if any. If there is any money remaining, it will be sent to Tenant at the Tenant's forwarding address. Any shortfall shall be charged to the Tenant. HOME may immediately dispose of trash or other property of no value. The Tenant may reclaim his or her possessions at any time prior to the sale, subject to the costs of storage, sale and indebtedness.

- D. A Tenant who is absent for more than 30 days but is current on the rent will be subject to a judicial eviction.

16. NOTICE PROCEDURES

- A. Tenant's Responsibility any notice to HOME must be in writing, delivered to the community's office or to HOME's central office, or sent by prepaid first-class mail, to HOME's central office.
- B. HOME's Responsibility notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household eighteen (18) years of age or older residing in the dwelling unit, or by a minimum of first-class mail addressed to Tenant at Tenant's last known permanent address.
- C. Unopened, canceled mail returned by the United States Postal Service shall be sufficient evidence that notice was given, whether signed or unsigned.

17. TERMINATION OF THE LEASE

In terminating the Lease, the following procedures shall be followed by HOME and Tenant:

- A. HOME shall give written notice of the proposed termination of the Lease:
1. Thirty (30) days' notice in the case of failure to pay rent or the chronic late payment of rent; or
 2. Advise the tenant that he/she has 10 days to discuss termination of tenancy with HOME.
- B. In deciding to evict for criminal activity, HOME shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, HOME may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. HOME may require household member(s) who have engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit, except for persons convicted of manufacturing or producing methamphetamine on the premises of any assisted housing. HOME shall not waive this criterion. You may have certain protections under the Violence Against Women Act (VAWA). If you are a victim of domestic violence, sexual assault, dating violence or stalking, you as well as a member of your family may have protection, from being denied housing or from losing housing as a consequence of domestic violence, sexual assault, dating violence or stalking.
- B. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his or her right to make such reply as he or she may wish, and shall inform Tenant of Tenant's right to examine HOME documents directly relevant to the termination or eviction.
- C. When HOME is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with HOME Grievance Procedure.
- D. When HOME is required to offer Tenant the opportunity for a grievance hearing under HOME Grievance Procedure for a grievance concerning the Lease termination, the tenancy shall not terminate, even if any Notice to Vacate under State or local law has expired, until the period to request a hearing has expired, or if a hearing is requested, the grievance process has been completed.
- E. When HOME is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and HOME has decided to exclude such grievance from HOME Grievance Procedure, the notice of Lease termination shall:
1. State that Tenant is not entitled to a grievance hearing on the termination;
 2. Specify the judicial eviction procedure to be used by HOME for eviction; and
 3. State whether the eviction is for criminal activity that threatens the life, health or safety of Tenants or staff or for drug related criminal activity;
 4. State that the Tenant has the right to request HOME exercise discretion in terminations involving criminal and/or drug activity.
- F. When Tenant is evicted from a dwelling unit for criminal activity, HOME shall notify the local United States Postal Service serving the dwelling that said household member or family is no longer residing in the unit. This notification is for the purpose of discontinuing mail delivery for such person(s) and such person(s) shall have no reason to return to the unit.

G. TERMINATION NOTIFICATION

- a. Termination of Tenancy and Assistance. The termination procedure requires that HOME (as owners) provide

adequate written notice of termination of the lease which shall not be less than:

1. A reasonable period of time, but not to exceed 30 days:
 - o If the health or safety of other Tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened;
 - o In the event of any drug-related or violent criminal activity or any felony conviction; or
 2. 14 days in the case of nonpayment of rent.
- b. Termination of Assistance. In all other cases, the requirements at 24 CFR 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.

18. MISCELLANEOUS

- A. Tenant is to abide by such necessary and reasonable regulations as may be set forth by HOME for the benefit and well-being of the housing community and the Tenants, and which shall be posted in the community's office, delivered to the Tenant and incorporated by reference in the Lease.
- B. The Tenant is to explain the Lease to all household members and to be responsible for abiding by this Lease by having all household members and guests abide by it.

19. NO WAIVER

No delay or failure by HOME in exercising any right under the Lease Agreement and Housing and Community Rules, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein. **The acceptance of rent payments shall not waive or diminish HOME's right of eviction or another contractual or statutory right. The acceptance of monies at any time will not waive HOME's right of property damages, past or future rent, or other sums due. The Tenant's obligation to pay rent continues until the unit is vacated.**

20. GRIEVANCE PROCESS

- A. Tenants be provided with notice of the specific grounds of the proposed owner adverse action, as well as their right to an informal hearing with HOME (as owner);
- B. Tenants will have an opportunity for an informal hearing with an impartial member of HOME's staff (as owner) within a reasonable period of time;
- C. Tenants will have the opportunity to be represented by another person of their choice, to ask questions of witnesses have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With reasonable notice to HOME (as owner), prior to hearing and at the residents' own cost, resident may copy any documents or records related to the proposed adverse action; and
- D. HOME (as owners) provide the Tenant with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence HOME (as owner) relied on as the basis for the adverse action.

HOME (as owner) will be bound by decisions from these hearings, except if the:

1. Hearing concerns a matter that exceeds the authority of the impartial party
 2. Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
- E. All grievances, disputes or appeals arising under the Lease shall be processed and resolved pursuant to the current Grievance Procedure as posted in the Community's Office and incorporated herein by reference. The Grievance Procedure shall not apply to evictions or terminations of a Lease based upon criminal activity or Tenant's creation or maintenance of a threat to the life, health or safety of other residents or HOME employees.

21. MODIFICATION OF THE HOUSING AND COMMUNITY RULES

The Community Regulations and all policies, rules and charges which are a part of this document by attachment or by reference may be modified from time to time by HOME. HOME shall give at least thirty (30) day written notice to Tenant of the proposed change. A copy of such notice shall also be posted in the Community's Office and in the HOME Central Office.

22. ENTIRE AGREEMENT

THIS DOCUMENT, TOGETHER WITH ANY FUTURE ADJUSTMENTS OF RENT OR DWELLING UNIT, EVIDENCES THE ENTIRE AGREEMENT BETWEEN HOME AND TENANT. NO CHANGES HEREIN SHALL BE MADE EXCEPT IN WRITING, AND ALL CHANGES SHALL BE SIGNED AND DATED BY BOTH PARTIES. NOTHING PRECLUDES HOME FROM MODIFYING THE LEASE TO TAKE INTO ACCOUNT REVISED PROVISIONS OF APPLICABLE LAW OR GOVERNMENT ACTION.



23. TENANT CERTIFICATION AND EXECUTION

By Tenant's signature below Tenant certifies as follows:

1. That Tenant, and other members of Tenant's household as listed in the Lease and Family Composition Certification Form, has not committed any fraud in connection with any Federal housing assistance program, unless such fraud was fully disclosed to HOME before the execution of the Lease or before HOME's approval for occupancy of the unit by Tenant or any member of Tenant's household.
2. That all information or documentation submitted to HOME by Tenant or other members of Tenant's household in connection with any Federal housing assistance program, before or during the Lease term, are true and complete to the best of Tenant's knowledge and belief.
3. That all provisions of the Lease have been read and are understood.
4. That all documents indicated below are made a part of the Lease.
5. That Tenant and all members of Tenant's household will be bound by the terms and conditions contained in the Lease and in all additional documents indicated below.

Tenant's Signature: _____ **Date:** _____

Co-Tenant's Signature: _____ **Date:** _____

Other Adult's Signature: _____ **Date:** _____

Other Adult's Signature: _____ **Date:** _____

Manager: _____ **Date:** _____

ADDENDUMS

	Tenant Initials	Date Received
HUD Form 50059A	_____	_____
Unit Inspection Report	_____	_____
VAWA	_____	_____
Other	_____	_____