



## **CEDAR WALK & REGENCY APARTMENTS HOUSE RULES**

Welcome to our property! We are pleased that you have chosen our property to be your home. This property is managed by Hineshouse Property Management & Maintenance Services. The following rules and regulations are designed and implemented to ensure that you, members of your household, and neighbors have a peaceful, decent, safe, and sanitary place to live.

Residents agree to abide by the rules and regulations. Receipt of the guidelines is acknowledged in the lease agreement and by the signature. These policies will be applied fairly and uniformly to all residents. Also, rules and regulations apply to guests and children. Failure to comply with the rules and regulations is a violation of the lease terms and can result in eviction. Please keep in mind, that previous residents that receive a termination of residency cannot reapply for housing until after 5 years.

Should you have any comments or questions that cannot be answered by our property staff, please feel free to contact us at the following address:

PROPERTY INFO  
100 Regency Place  
Hinesville, GA 31313  
912-368-3466

EMERGENCY PHONE: MAINTENANCE PHONE: 912-255-5077 or 912-977-6004

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## **HOUSE RULES (COMMUNITY POLICIES)**

This property was developed for the purpose of providing decent, sanitary, and affordable housing. In exchange for rental payments, each resident is entitled to the exclusive use and enjoyment of an apartment, in a peaceful and private environment. Cedar Walk & Regency Park Apartments are both Smoke Free, Crime Free and Drug Free properties.

House Rules are necessary to define acceptable activities and behavior. Rules are not meant to infringe on the rights of any one resident, but to protect the rights of all the residents, the property owners, management, grounds and building.

Households will be given a 30-day notice before changes to these House Rules take effect. Revised House Rules should be signed and returned to management by the end of this thirty-day period. In accordance with the HUD Model Lease, if you do not want to accept the House Rule changes, you must provide management with a 30-day Notice to Vacate. Refusal to either accept the revised House



Rules or provide a Notice to Vacate will be considered to be a failure to abide by the lease and will result in termination of tenancy. Note: Any resident in the middle of a 1-year lease is not required to accept modifications to the House Rules until the end of the lease term. For residents who have not yet accepted the new House Rules, you must send a reminder, along with the AR Recert Notice, explaining that all household members must either accept the new House Rules or provide a 30-day Notice to Vacate.

Once you become a resident, HUD regulations require that all household members abide by the lease, the community policies and any other rules or regulations governing residency, in order to continue receiving assistance and to remain at the property.

Residents who do not comply with these House Rules will be notified, in writing, that they are not in compliance, and that this is a violation of the lease. Some notices are curable – that is, the household has an opportunity to correct the violation to avoid eviction. However, if a violation notice has been issued for the third time for any particular infraction it will be a non-curable notice that constitutes “repeated minor violations” and will be grounds for eviction.

Lease violations are grounds for terminating the household’s subsidy, or the household’s lease (resulting in eviction), as allowed by HUD regulations and by state and local laws. All city, county, state, and federal laws apply to each resident, all household members and their guests.

## **FAIR HOUSING AND EQUAL OPPORTUNITY REQUIREMENTS: COMMITMENT TO NONDISCRIMINATION**

It is this property’s policy to comply with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act Amendments of 1988, E.O. 13166 and any legislation protecting the individual rights of applicants, residents, or staff which may subsequently be enacted.

The property shall not discriminate because of race, color, sex, familial status, religion, handicap, disability, sexual orientation, gender identity, marital status, or national origin in the leasing, rental, or other disposition of housing in any of the following ways:

- Deny to any household the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs,
- Provide housing which is different than that provided others,
- Subject a person to segregation or disparate treatment,
- Restrict a person’s access to any benefit enjoyed by others in connection with the housing program,
- Treat a person differently in determining eligibility or other requirements for admission,
- Deny a person access to the same level or services, or





- Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.
- Deny a person due to being a victim of domestic violence, dating violence, sexual assault or stalking.

It is the policy of this property, pursuant to Section 504 of the Rehabilitation Act and the Federal Fair Housing Act to provide reasonable accommodations and modifications upon request to all applicants, residents, and employees with disabilities.

The property will do its due diligence to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all, and will make reasonable accommodations for individuals with handicaps or disabilities as well as for individuals with limited English proficiency.

Questions or issues regarding applicant treatment relative to these laws should be addressed by mail to the following person, responsible for related policies: Oke Johnson, Managing Director - Compliance Services, 555 Perkins Extended, Suite 200, Memphis, TN 38117; 901-435-7718.

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## 1. APPLIANCES AND OTHER EQUIPMENT

Each resident is responsible for the care and use of each appliance and fixture in his/her apartment. This includes all kitchen appliances, alarms, plumbing and lighting belonging to the property. Residents are responsible to report any broken or non-working item immediately. Residents will be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence.

Batteries must not be removed from fire and/or smoke detectors, since this constitutes a safety hazard. In addition, furniture and appliances must not be moved to cover doors or windows, since they may be needed for escape during an emergency.

## 2. ASSISTANCE ANIMALS

Assistance animals (also known as “service animals” or “therapy animals”) are not pets. They are animals that provide help, perform tasks for the benefit of a person with a disability, and/or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. These animals can perform many disability-related functions, including but not limited to guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing rescue assistance, pulling a wheelchair, fetching items or alerting persons to impending seizures.

Assistance animals are permitted as a reasonable accommodation for persons with verified disabilities, once the need has been properly verified by a physician, psychiatrist, social worker, or other licensed medical professional.

There must be a direct relationship between the person's disability and his or her need for the animal. Neither a security deposit nor a pet fee is required for an assistance animal. All state and local health, safety, and licensing laws apply. Refer to the property's Pet Policy for specific resident animal care responsibilities.

Management reserves the right to deny a specific assistance animal only if:

- a) There is documented proof, based on prior behavior of the animal, that it poses a direct threat to the health and safety of others that cannot be reduced or eliminated by a reasonable accommodation, or
- b) There is documented proof, based on prior behavior of the animal, that it would cause substantial physical damage to the property of others, or
- c) It can be specifically documented that the presence of the assistance animal would pose an undue financial and administrative burden to the provider, or

- d) Documented evidence shows that the presence of the assistance animal would fundamentally alter the nature of this property's services.

If it is determined that an assistance animal is needed, the resident must maintain it in a way that does not disrupt the decent, peaceful, safe and sanitary living environment for the rest of the property and our resident's. All assistance animals must have current inoculations and licenses, and must be registered with management prior to move-in. Failure to notify management that the assistance animal is needed before moving it into the unit may result in termination of subsidy.

### **3. BUSINESSES IN THE UNITS**

Any household wishing to operate a business out of their apartment must have management approval before starting. Business licensure to include the operating name and license number must be provided to management prior to operating a business on the premises. Incidental business (such as computer work, limited babysitting that does not qualify as a day care center) will be allowed under the following conditions:

- a) All applicable zoning regulations, as well as federal, state and local laws must be adhered to
- b) Any required licenses must be obtained, and fees paid to keep licenses current and in effect
- c) Absolutely no advertising signage is permitted to be displayed on doors and/or windows
- d) The business is allowed to be operated only by persons living in the apartment
- e) The business activity must not emit noise, vibration, smoke, dust, odor, heat, humidity, glare, or any other effect that unreasonably interferes with the peaceful and quiet enjoyment of other residents or neighbors

The following types of home businesses are prohibited (this is not an all-inclusive list):

- 1. Any repair of motorized vehicles, including the painting or repair of automobiles, trucks trailers, boats or lawn equipment
- 2. Animal hospital, kennels, stables or bird keeping facilities
- 3. Restaurants, catering or food preparation
- 4. Funeral chapels, cremations or mausoleums
- 5. Medical or dental clinics
- 6. Public amusement, such as theaters or video arcades
- 7. The sale or instruction of firearms, ammunition or any other form of weaponry
- 8. Warehousing, welding or machine shops
- 9. Construction or landscaping business that involves the storage of machinery, goods or materials in the unit
- 10. Any type of hair care or hair styling



No specific parking is available or permitted for business customers. No late-night traffic in and out of the property or the unit for business purposes is permitted. The "quiet time" is from 10:00 pm-6:00 am.

#### **4. CHARGES IN ADDITION TO RENT**

Residents will be billed for damages caused by carelessness, misuse or neglect on the part of any household member or guest. The resident is obligated to reimburse management for the damages within 30 days after receiving the bill for charges. Charges will be assessed at the actual cost of the repairs which includes labor and parts.

The property may choose to maintain a current charge list, but only if that charge list is approved by the appropriate HUD office.

#### **5. COMMON AREAS AND GROUNDS**

- a) The common areas and grounds are for the use and enjoyment of all residents. The walkways, corridors, hallways and stairways are not to be obstructed, encumbered, or used for any purpose other than entering or leaving the apartment premises. The lobby, laundry room, community room, courtyards, playgrounds, parking lots, swimming pool and lawns are only to be used for their intended purposes.
- b) Residents and/or guests may not linger or congregate in the walkways, hallways, corridors, stairways, property roadway, or parking areas. The storage of trash, household or personal items in the common areas is prohibited. Stored and/or abandoned items will be removed from the property with or without notice.
- c) All occupants are responsible for the cleanliness and upkeep of their apartments and the common areas, so that they can be clean and pleasant for the enjoyment of all. Any areas that are damaged or in need of repair should be reported to management immediately.
- d) Any activities on the grounds that cause damage to the landscaping or common area, or can create a disturbance, are prohibited. Residents will be charged for any damages to common areas by household members or by their guests.
- e) Littering, including disposal of cigarette butts, candy wrappers, soda cans, etc., is prohibited. Defecating and/or urinating in common areas of the property are prohibited. These activities will result in a lease violation notice.
- f) If there is a community room there will be a sign-up list for its use, and your request must be approved by management at a fee of \$225.00. Fire and safety regulations regarding the

number of people (65) in the room and permitted activities must be followed. You are responsible for the cleanup of the Community Room immediately following your activity's end. A non-refundable deposit of \$75.00 will be required 7 days prior to the event. The community center will not be used for commercial events including but not limited to the sale of alcohol and drugs.

- g) Portable water toys such as slip and slides, twirling water sprinklers, wading/swimming pools, saunas, spas, etc. are not allowed anywhere on the property.
- h) Trampolines, Swing sets, play gyms, moon bounce, and bounce houses are not allowed. Toys must be kept inside the units when not being used.
- i) Residents will be charged a fee of \$25.00 for leaving trash, waste, dumping food or household items outside of their apartment to be paid with the next month's rent.
- j) Residents will be charged a fee of \$25.00 for a replacement gate key replacement and a \$20.00 fee for allowing access with the assistance of the HPMMS staff to the property due to forgetting the gate key and/or changing resident information in the system.
- k) The first failed housekeeping will result in mandatory participation in a housekeeping workshop. The second failed housekeeping will result in a termination of tenancy with a 30 days' notice.
- l) Removal or tampering with a smoke detector will result in termination of tenancy and a 30 days' notice.
- m) Utility allowances/payments will be made payable directly to the utility provider on the residents' behalf monthly.

## 6. CONDUCT

All residents and their guests should be respectful of others' privacy, property, and general well-being. Residents are responsible for the conduct of their guests at all times, and should do their best to ensure that their behavior is neither offensive or abusive to any neighbor, staff member or vendor, nor damaging to any physical part of the property.

- a) Each and every resident listed on the lease and on a 50059 certification is responsible, not only for his/her own actions, but for the conduct of all household members, guests and visitors, while they are in the apartment or on the property. Any violation of these policies, and/or Lease terms is considered noncompliance with the lease.

- b) Residents and guests are not permitted to engage in, or participate in, conduct which interferes with the quiet and peaceful enjoyment of the property by other residents. No act of a resident and/or guest which threatens, intimidates, harasses, is physically violent (with or without injury) to another person and/or the property, will not be tolerated. Any such incident will be considered a violation of the House Rules and the lease. When appropriate, such incidents will be reported to local law enforcement.
- c) Acts of intimidation, harassment (including sexual harassment), verbal abuse, physical threat or violence, or mischievous misconduct, toward other residents or toward staff members or vendors will not be tolerated. Any such incident(s) will be considered a violation of the House Rules and the lease. When appropriate, such incidents will be reported to local law enforcement.
- d) Social gatherings of residents and guests are welcomed, provided such gatherings do not become noisy, offensive, threatening, or generally objectionable to other residents and/or management. Any such gathering is considered in violation of the terms of the House Rules and the lease, when other residents' rights to quiet and peaceful enjoyment of their residences are violated. This policy applies to gatherings inside an apartment as well as in common areas.
- e) Children under 16 years of age must be accompanied by an adult when using building facilities.
- f) The consumption of alcoholic beverages, drugs or any intoxicants in any common areas of the property is strictly prohibited.
- g) The hours between 10:00 p.m. and 8:00 a.m. are designated as "Quiet Time" on the property. Households must minimize any noisy or disturbing activity during these hours. Please make your best effort to honor the right of other residents to the quiet and peaceful enjoyment of their apartments during these hours.
- h) The volume of stereos, televisions, radios, etc., in the apartment, in the common areas of the property or in vehicles, is to be kept at a sound level that does not violate the right of neighbors to the quiet and peaceful enjoyment of their residences at all times.
- i) Since all apartments are residential units, residents are not allowed to sell cigarettes, beer, wine, or any other items from their apartment.
- j) Dress: The management office and common areas around the community are considered public places of business. All persons visiting the management office or on or about the community are required to dress appropriately in the common areas. Must have tops, bottoms and shoes for personal safety. The manner of dress, whether specified or not, shall at all times be governed by good taste, and be in keeping with a business environment. Anyone wearing

inappropriate attire will be asked to leave the office. Business will not be conducted with anyone not wearing appropriate attire.

Clothing that is not acceptable includes, but is not limited to:

1. Robes, pajamas, bedroom slippers, hair bonnets/sleep caps or other sleepwear
2. Clothing that reveals foundation garments, such as boxer briefs, underwear or bras
3. Tops that expose an individual's bare mid-section
4. Bathing suits or other bathing attire
5. Bare feet
6. Any form of nudity (topless, bottomless)
7. Clothing or accessories that shows references to gangs or drugs
8. Clothing that contains offensive graphics, including sexual content or inappropriate language

Lease violations will be issued to residents who do not abide by this policy. Multiple lease violations will result in penalties up to and including eviction.

- a) If any law enforcement agency is called to the property because of a disturbance or violation of law, the resident(s) involved may be subject to lease termination. This property is under the jurisdiction of the City of Hinesville Police Department / Liberty County Sheriff's Department.
- b) Do not open the door or allow strangers into the building or your unit. Allow only your guests and/or management representatives to enter. Do not prop open doors, since this may allow strangers (as well as rodents and insects) to enter the building and/or your unit.
- c) Trash and garbage must be placed in trash bags and deposited inside the designated dumpsters/trash cans. If the trash will not fit in the designated dumpster please contact the office.
- d) Bicycles, motor scooters and other recreational transportation items must be kept inside your unit. If there is not a storage area on the property these items must be stored in the unit. No gas powered items are allowed to be stored in the units.
- e) Do not block doorways and windows in the apartment, since that is a safety hazard in case residents must escape a fire or other emergency.
- f) No outdoor grills, fire pits or open fires are permitted on the property.

## **7. CRIMINAL ACTIVITY POLICIES**

- a) HUD requires that management obtain a resident screening report to include a credit screening for anyone wishing to live on the property. This includes all household members and live-in aides 18 years of age and older. Specific reasons for rejecting an application for criminal offenses are listed in the property's Tenant Selection Plan. A one copy is available to anyone who requests it, at no charge.
- b) Current residents are subject to lease termination (eviction) if it is determined that the current or past criminal activity of a household member indicates a present threat to the health, safety, or right to peaceful enjoyment of the property by other residents, property management staff or persons residing on the property.
- c) It is illegal to manufacture, cultivate, transfer, distribute or possess illegal drugs (to include marijuana, narcotics or chemical drugs). It is a federal criminal offense under the Controlled Substances Act.

Management policy, as permitted by HUD, is to use its discretion, on a case-by-case basis, as to whether or not to evict current residents when:

- (i) Management determines that a household member or guest is manufacturing, distributing or is in possession of marijuana, or
  - (ii) When the household member's or guest use of marijuana is determined to interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
- d) Management may deny admission to applicants or terminate the lease of any resident or household member who is, or has been, engaged in criminal activity that could reasonably indicate a present threat to the health, safety or welfare of others.
  - e) All residents will be verified at each annual recertification using the Drug National Sex Offender Website or through the property's screening service. Sex Offender registries are checked nationwide. Any household with a member found on the sex offender registry will be evicted.
  - f) This property will conduct a criminal screening for every resident 18 years and older at every annual recertification.
  - g) Rejection of applications for persons on any state's lifetime sex offender registry became required in June, 2001. If the property discovers that a household member moved in, in error, after that date, the entire household will be evicted.

- h) Management will work with law enforcement to follow up on any criminal reports received for any criminal activity. If police reports show criminal activity which allows for the termination of tenancy, eviction proceedings will be started.

## **8. EVICTION PROCEDURES**

Eviction of a resident is considered a last resort, after reasonable opportunities have been given to the resident to remedy documented problems.

Residents may be evicted for non-payment of rent or other amounts owed (such as repayment agreements for overpaid subsidy), or material noncompliance with the lease. Residents may also be evicted for failing to submit all required household/financial information for recertification, failure to sign verification consent forms, abandoning the unit, fraud, or knowingly providing false or incomplete information. Your rent is due on the first working day of the month. Your rent must be paid by the 5th day of the month. Rent must be paid by check or money order. (No post, third, or starter checks will be accepted.) Residents who pay their rent after the 5th day of the month will automatically be turned over to the court of collection and a 14-day notice to vacate for nonpayment of rent will be issued. (First day late on the 5th is \$5.00 and every day after is \$1.00)

In addition, residents may be evicted for repeated minor violations that disrupt the livability of the property, adversely affect anyone's health, safety or the rights of other residents to the peaceful enjoyment of the property, interference with property management, acts which have an adverse financial effect on the property, or criminal activity committed by a household member or a guest.

When an eviction is necessary, written notice will be provided to the resident and the following will be included in the notice:

- The specific date the tenancy will be terminated
- Detailed reason(s) for the action
- References to prior violation notices for the above item(s)
- Notification to the resident that remaining in the unit on the termination date specified will result in the owner seeking to enforce the termination in court, at which time the resident may present a defense
- Warning to the resident that s/he has 10 days to discuss the termination of tenancy with the owner/agent. The 10 day time period begins on the date that the notice has been properly served.
- Persons with disabilities have the right to request a reasonable accommodation to participate in the hearing process.



- When the resident's household is being evicted for nonpayment of rent, the notice must include the dollar amount due, and the date the balance was calculated.
- Once the eviction proceedings have begun, management will no longer accept rent payments.
- Resident's household will be responsible for all court cost and unpaid balances and fees sent to collection agency.

Note: For 236, 221(d)(3)BMIR, Rent Supp, 202/8, 202 PAC, PRAC, Section 8 LMSA and Section 8 PDSA projects, the notice must be served by:

- Sending it via first class mail, properly addressed and stamped, to the resident at the unit address, including a return address, and
- Notifying the resident and all adult household member via "Come to the Office Notice" to come to the management office to sign for a copy of the termination notice.

Notice is considered properly served the later of the date the letter was mailed, or the date the notice was properly given.

For all other HUD projects, notice must be served in accordance with state and local laws.

## **9. EXTENDED ABSENCES AND ABANDONMENT OF THE UNIT**

- a) HUD requires that your apartment must be your household's only residence. Therefore, the resident family is not allowed unexplained and/or extended absences from the premises for 60 (sixty) continuous days, or for longer than 180 (one hundred eighty) continuous days for medical reasons, even when the rent is being paid.
- b) An individual living alone in a unit who has a medical reason to be absent from his/her apartment for more than 30 days must provide documentation from his/her medical professional that a medical condition is causing the absence. Management will allow extended absences for medical reasons in 30-day increments, provided documentation from a medical professional is presented for each increment, up to a maximum of 180 days.

During the extended absence period no individual not already listed on the lease is permitted to occupy the apartment.

- c) If the resident family is absent from the apartment for more than the stated length of time, management will begin the process of terminating the lease. Prior to the expiration of the allowable maximum, management will provide a 10-Day Notice to Vacate.

- d) Extended absence is not the same as abandonment. Abandonment is established by state law. A residents unexplained and/or extended absence from the premises for 30 days or more, (consistent with state/local law) without payment of rent due is prima facie evidence of abandonment.
- e) In a case of unit abandonment, the landlord is expressly authorized to enter and remove all personal items belonging to the household by following all legal procedures. An eviction will be filed and the resident will be notified at last known address and the resident will be given the right to answer within seven days. Once a writ has been filed, and possession of the property has been given back to the landlord, a sheriff will accompany management to remove items from the unit.

## 10. FIRE AND DISASTER SAFETY

The major causes of apartment fires are smoking materials, heating, arson, and children playing with matches and lighters. The following are strictly prohibited:

- a) The use of cooking grills of any type on the property.
- b) Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or any common areas
- c) Storage of anything next to the water heater, heat/air conditioning unit, range or refrigerator
- d) Disconnecting any smoke/fire alarm, as this constitutes a violation of the fire code.
  - (i) It is the resident's responsibility to notify management if the smoke/fire alarm(s) becomes faulty, or if a battery is missing or not functioning.
  - (ii) Battery operated smoke detectors must not be tampered with or have any batteries removed.
  - (iii) Any tampering with smoke detectors is considered a lease violation and will result in the termination of your lease.
- e) Use of extension cords in bathrooms, kitchens, and hallways. Surge protectors and plug-in multiple outlet devices are allowed as long as electrical cords do not create a hazard.
- f) Extension cords cannot be plugged into common area outlets or in another apartment.
- g) Windows are not allowed to be nailed shut or to be made permanently closed in any way. The ability to get out of the unit through the windows cannot be blocked by anything. This is a health and safety issue and is considered material non-compliance with the lease, and will result in eviction.
- h) This is a smoke free property. No smoking permitted in or around units or within twenty five (25) feet of the property.
- i) Leaving food cooking or reheating on the stove or in the oven unattended.

- j) Some units may be equipped with a property provided fire extinguisher. If so, I agree to carry out the following inspection procedures on each fire extinguisher in my apartment on a monthly basis.
- Make sure that the extinguisher is in its designed place. Make sure that the fire extinguisher's operating instructions face outward.
  - Make sure access to the fire extinguisher is not blocked.
  - Check the fire extinguishers seals or tamper indicators. Report any loose or broken seals or tamper indicators to management.
  - Check the fire extinguisher to make sure it's pressurized properly. Report any extinguisher that isn't pressurized to management.
  - Inspect the fire extinguisher for any signs of physical damage or corrosion, and report any damage to management.
  - All range hoods are equipped with Fire Stoppers and cannot be removed.

## 11. GRIEVANCE AND APPEAL PROCEDURES

This property's grievance procedures meet the requirements of the HUD 4350.3 Handbook and Section 504 of the Rehabilitation Act.

For lease violations and/or eviction proceedings:

1. Written notification will be provided to a resident for any lease violation or eviction proceeding
2. The resident will have 10 days to request, in writing, a meeting to discuss the lease violation or eviction
3. The resident is allowed to have a representative participate in an informal meeting
4. The meeting will be conducted by a member of management who was not involved in the lease violation letter or eviction proceedings issued by the Asset Manager excluding drugs and two failed housekeeping inspections
5. Written determination will be provided to the resident

For general resident grievances:

1. Grievances must be made, in writing, to management at the property's office address
2. Management must respond to the complaint within 14 days of receipt
3. If the resident wishes to appeal the decision, a written appeal must be sent to contact information for HHA/HPMMS Administrative Staff within 14 calendar days of the original response
4. The owner/agent must approve or deny the appeal within 30 calendar days of receipt

Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. The resident's response to a lease violation letter or eviction notice does not preclude him/her from exercising other avenues available, if s/he believes that there has been



discrimination on the basis of race, color, religion, sex, national origin, familial status, sexual orientation, gender identity, marital status or handicap.

## 12. GUESTS

- a) A resident may have guests visit his/her residence. An "overnight guest" is defined as a person who is sleeping in the unit, staying in the unit for longer than a 10-hour period (regardless of whether that occurs at night or during the daytime) and/or keeping clothing or other belongings in the unit.

A total of 14 days for any overnight guest(s) is the maximum allowed within a calendar year. For example, one person may stay for a total of 14 calendar days, either all at once or in separate stays during the year. Or several different guests may stay overnight as long as the total does not exceed 14 days in the calendar year.

Any individual staying more than 14 days in a calendar year must be eligible to move into the unit, and will be counted as a household member. An appropriate recertification will be completed.

Exceptions for extenuating circumstances documented by a medical professional (i.e. short-term care needed when recovering from a medical condition) may be granted with the written consent of management. If you need someone to stay with you for a medical reason, verification will be required from a licensed medical professional, indicating the tasks that person must perform and the length of time the person will be needed.

- b) Management may, at any time, request proof of domicile (current documentation of an overnight guest's residence address) and may process verification if it is suspected that the guest(s) is/are unauthorized occupants of the household. If the provided information cannot be properly verified the individual(s) must leave immediately.
- c) Guests are subject to the terms of the resident's lease, House Rules, as well as federal, state and local laws. The resident accepts responsibility for the actions of all guests while they are on the property's premises.
- d) Any guest who violates the terms of the resident's lease, House Rules, federal, state or local laws will be presented with a letter of trespass and declared a trespasser. Where applicable, future visits to the property by the guest(s) will result in an arrest by local law enforcement officers for illegal trespass and will be banned from the property. This is a lease violation that will result in an eviction.

- e) Residents must inform management when a guest will be staying more than 3 consecutive nights. If the property utilizes parking permits, the guest's vehicle must be registered at the office in order to receive a parking permit. A vehicle without a parking permit may be tagged and towed according to property policy.
- f) If an individual not listed on the lease has his/her mail sent to the property, and/or his/her belongings are kept in the unit, s/he will be considered as living in the unit. If this occurs without management permission and the completion of resident screening, it is a lease violation and will result in a termination of the lease.
- g) Anyone who wishes to live on the property must successfully complete criminal and credit screening prior to moving in. This screening is exactly the same as that required of members of any new household. This includes, but is not limited to, Live-In Aides (note that credit checks do not apply), security/police officers or additional household members wishing to move in after the household is already living at the property.
- h) Residents are allowed to add household members to their leases under certain conditions, which include but are not limited to, criminal and credit screening, and occupancy standards for unit sizes. Once a household has moved in, any additional residents must be approved by management prior to moving in. Screenings are used to help ensure that individuals admitted to the property will abide by the terms of the lease, pay rent on time, take care of the unit and common property, and allow all other residents to peacefully enjoy their homes.

### **13. Guests**

You must attend a mandatory housekeeping workshop to understand the rules and guidelines for housekeeping and cleanliness standards. We will issue one (1) warning for failure to maintain your housekeeping. If you fail to maintain housekeeping after this initial warning, your lease will be terminated, and you will receive an eviction notice. No exemptions will be permitted or allowed. \*Note: Denied access to a unit will constitute an automatic fail rating.

### **14. INSECTS, BED BUGS, PESTS AND MOLD**

All efforts will be made to provide a clean, healthy, mold-free and pest-free environment for all residents. When management becomes aware of insects, bed bugs, pests or mold at the property, all reasonable efforts will be made to eradicate them.



Since bed bugs, insects, pests and mold can spread from unit to unit, all residents must comply with all pest control and mold requirements, including preparing the unit and allowing access. Management will provide each resident written notification of pest control and/or mold eradication services affecting his/her unit. The notice will include instructions for preparing your unit for treatment.

As a resident, your responsibilities are to:

**Be held financially accountable for any unfamiliar pest or bed bugs that may have orientated from rent to own furnishings in your rent.**

- Notify management immediately of any pests or mold, including but not limited to bed bugs, in your apartment.
- Help prevent pest infestations by:
  - Keeping your apartment clean, and clear of clutter
  - Inspecting all furniture before bringing it into your apartment; especially used furniture
  - Not bringing abandoned furniture into your apartment - you do not know why it was abandoned, and it could be infested.
- Mold can be toxic, and dangerous to your health and those of your guests and other residents. Help prevent mold and mildew by:
  - Not leaving standing water or moisture in the unit
  - Keeping the unit well ventilated.
  - Following all mold eradication instructions provided by professionals who are performing mold eradication services in the building or in your unit

To avoid and/or address the serious problem of pest infestations (including but not limited to bed bugs), furniture and belongings infested with pests will not be brought into, or moved within this property. Many pests, including bed bugs, cannot be eliminated by professional extermination alone. If a pest problem is identified, management will contract for extermination, and will institute several steps that must be taken immediately by all residents when notified by management.

All applicants (prior to move-in), and all residents are required to sign and acknowledge receipt of the "Bed Bug Fact Sheet".

To avoid and/or address the dangerous problem of mold growth and spread, it will be properly treated when identified. All residents must cooperate with the steps to prevent mold and the re-growth of mold after treatment, by following the procedures here, and procedures provided during and after mold treatment in the unit.



Failure to prepare for pest or mold eradication treatment, to allow access to the unit after written notification, and failure to follow instructions regarding re-occurrences of the pest or mold problem constitute a health and safety violation.

Any pest or mold re-treatment required because necessary procedures (provided to you in writing) were not followed, will result in the household being charged for damages, at the actual cost of the re-treatment required. In addition, any household which does not comply will be issued a lease violation. If noncompliance occurs subsequently, lease enforcement and/or eviction proceedings will begin.

## 15. INSURANCE

The Hinesville Housing Authority or the Hineshouse Property Management & Maintenance Services will not be liable for personal property or any other items inside your apartment that are damaged during your residency. The property does not provide insurance to replace any of your personal possessions in case of damage or loss caused by fire, water, theft, or any other events. For this reason, we recommend residents to obtain adequate renter's insurance coverage.

## 16. KEYS, LOCKS AND LOCKOUTS

- a) A key to the apartment will be issued for each adult household member at move-in. One (1) or two (2) key are issued per household. Residents are not permitted to provide keys to anyone without the express written consent of management.
- b) No alteration, addition or replacement of any lock is permitted. Locks and keys are provided by management. Management will maintain keys in a secure location for inspections, repairs, and/or emergencies.
- c) If a lock requires changing for any reason (other than failing to work correctly due to normal wear and tear), the household will be charged based on the actual cost of the lock replacement.
- d) Each resident listed on the lease is responsible for the control of his/her key during residency. S/he is also responsible for returning all keys, at the time of move-out. Failure to return all keys issued at move in including any additional keys made will result in a charge, as allowed by the lease, of no more than the actual cost for each lock change, as a result of the missing key(s).
- e) Lockouts: If you cannot get into your unit, contact 912-977-6004 to gain entry. You may request a new key to replace a lost key at cost. The property will charge the household the actual cost for each instance of lockout service, as well as the actual cost for each additional key issued.



A fee of \$25.00 per occurrence will be incurred if the lockout is after normal business hours.

## 17. MAINTENANCE AND MAINTENANCE EMERGENCIES

Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays. The goal is to complete maintenance calls within 48 hours except when special circumstances prevent this.

Maintenance requests will be handled after office hours if they are emergencies. We define emergencies as situations which present a danger to people or property, and will be addressed within 24 hours. These include but are not limited to:

- Fire
- No electricity in the entire apartment
- Broken or non-working exterior access doors, locks or windows
- Non-working refrigerator, stove or hot water heater
- No heat, in accordance with state and local laws
- No air conditioning, in accordance with state and local laws.
- No water in the entire apartment
- Toilet not functioning (when there is only one toilet in the apartment)
- Flooding
- Broken pipes

## 18. MISCELLANEOUS

### **\*TAMPERING OR REMOVAL OF SMOKE DETECTORS WILL RESULT IN AN IMMEDIATE TERMINATION OF TENDENCY.**

- a) No additional equipment, refrigeration unit, freezing unit, air conditioning, heating unit or permanently affixed lighting device may be installed, operated, or used in any way, unless approved in writing by management. Approval is generally given only as a reasonable accommodation based on a disability.
- b) Equipment and/or appliances provided in the unit may not be moved or removed from the apartment or building. All equipment and appliances provided must be permanently retained in the original location and the original capacity designed for use. Damages by resident, household member or guest to any equipment and/or appliance will be billed to the resident at cost.



- c) Door-to-door solicitation is not permitted within the property. Residents should notify management whenever solicitors appear at their doors.
- d) Waterbeds are not allowed under any circumstances.
- e) No changes of any kind to the apartment are allowed without the written consent of management. This includes painting, affixing items to the walls other than common household pictures using a single nail, decorations attached to the walls, windows, doors, ceilings or floors, or construction (temporary or permanent) which alters the physical layout of the apartment.
- f) Prior filling out a form of consent is required for cable installation that will include drilling or installing of equipment on the outside of the unit.

## 19. MOVE-OUTS AND SECURITY DEPOSITS

A security deposit is required from each household and is due at the time of the initial lease signing. The amount of the deposit is set by HUD based on the type of assistance provided. All security deposits will be placed into an interest bearing account.

Security deposits must be paid in a guaranteed form (money order, cashier's check, certified check). Personal checks will not be accepted as payment for security deposits. In some instances a payment plan may be accepted for the security deposit. This will be determined on a case by case basis.

The household is required to provide a written Intent to Move notice at least 30 days prior to the anticipated move-out date, and a forwarding address must be provided.

At the time the resident vacates the unit, the following steps will occur:

- Together, the resident and management will complete a final move-out inspection, noting any repairs needed, and damage to the unit. Both will sign and date the inspection form. Note that the household is not required to participate in this inspection, but it is recommended.
  - If the household has moved out without management knowledge, management will conduct the final move-out inspection immediately upon discovery of the vacant unit, will note any repairs needed, and damage to the unit.
  - Charges will be assessed at actual cost for all damages beyond normal wear-and-tear.
  - All adult household members listed on the lease will be held responsible for all balances owed from damages and/or unpaid rents.



If applicable, a security deposit refund will be issued within 30 days of the household's move-out date. The resident will receive the original security amount deposited plus any interest, minus any amounts owed for unpaid rent, damages, and/or other charges. Details will be provided, along with (or instead of) a refund check.

If the household has not yet completed its initial one-year lease or if the household moves out without a 30-day written Intent to Move notice the household's security deposit will not be returned (forfeited).

Once a household provides an Intent to Move notice it is binding. The household must move out on the date noted in the Intent to Move notice. Failure to move out on the specified date will result in an immediate eviction from the unit.

## **20. PETS**

This property does not allow pets.

Residents with service animals must maintain them in a way that does not disrupt the decent, safe and sanitary living environment for the rest of the property and residents. All service animals must have current required inoculations and licenses (if applicable), and must be registered with management prior to move-in.

The property may issue rules regarding the Service Animals. Failure to follow any rule(s) will result in a lease violation notice. Repeated violations may result in the requirement to remove the pet(s), and/or evict the household, in accordance with the provisions of 24 CFR Part 5 and applicable regulations, state and local laws.

Animals not registered as service animals are not permitted to stay overnight inside a unit or on the property.

## **21. REASONABLE ACCOMMODATIONS AND MODIFICATIONS FOR PERSONS WITH DISABILITIES**

Management will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all.

It is this property's policy, pursuant to Section 504 of the Rehabilitation Act as well as the Federal Fair Housing Act, to provide reasonable accommodations and modifications, upon request by applicants and residents with verified disabilities through the Social Security Administration or a medical



professional. Such accommodations may include changes in the method of administering policies, procedures, or services.

Reasonable accommodations include such things as unit transfers, service animals (see the pet section for more details), Live-In Aides and appropriate adaptations to the structure of the unit or the common areas. When such an accommodation is beyond the financial means of the property, management may provide written permission to the resident to create his/her own accommodation. In this case the accommodation may have to be removed, at the cost of the resident, upon move-out.

When an otherwise qualified applicant requests a reasonable accommodation or modification, management is not required to:

- a) make structural alterations that require the removal or altering of a load-bearing structure,
- b) provide support services that are not already part of its housing programs,
- c) take any action that would result in a fundamental alteration in the nature of the program or service, or
- d) take any action that would result in an undue financial and administrative burden on the Property, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

#### Live-in Aides:

A Live-In Aide is defined as a person who resides with one or more persons with disabilities, and who:

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

The need for a Live-In Aide must be verified by a medical professional, the supportive services required must be defined. The designated Live-In Aide must be capable of performing those services, and demonstrating that s/he is doing so.

A relative (other than a spouse) may be a Live-In Aide, but only if s/he meets the above criteria. If, during the Live-In Aide's residency, s/he fails to perform the required tasks, s/he must move out of the unit.

The Live-In Aide qualifies for occupancy only as long as the individual needing supportive services requires the Aide's services, and remains a resident. A Live-In Aide has no right to remain in the unit after the person who needs his/her services leaves the unit, or no longer needs the services. The Live-In Aide



must vacate the unit after the resident is no longer living in the unit, regardless of the reason for vacancy.

We will allow the Live-In Aide one week (7 days) to vacate the unit in the event death occurs to the resident being assisted. If the Live-In Aide continues to live in the unit after that time s/he will be in violation, and will be charged market rent while eviction proceedings take place.

Prior to making move-in arrangements, the Live-In Aide must be screened for criminal activity, using the same standards applied to all other applicants. An individual who does not meet the property's criminal screening criteria will not be allowed to live in the unit. A Live-In Aide may be evicted from the unit if s/he does not comply with all rules and regulations of the property.

## **22. RECERTIFICATIONS AND USE OF EIV (ENTERPRISE INCOME VERIFICATION)**

### Annual Recertification Processing:

All residents must be recertified on an annual basis to re-determine the resident rent and assistance payment for the unit. You will receive an Initial Notice annually. Household composition and all financial information must be verified.

In addition to the Initial Notice, you will receive a First Reminder notice 120 days prior to your annual recertification date. If you do not keep a scheduled appointment, and provide all information listed in the letter, you will receive a Second Reminder notice. Failure to keep a scheduled appointment and provide all required information by the date listed in the Second Reminder Notice (10th of the 11th month), will mean that you forfeit your right to a 30-day notice of a rent increase, if one is needed.

If you do not keep a scheduled appointment, and provide all information listed in the letter, you will receive a Third (Final) Reminder notice. Failure to keep a scheduled appointment and provide all required information by the day before your Annual Recertification's due-date, as listed in the letter, will mean that your HUD subsidy will be terminated, and you will be required to pay market rent, beginning on the date your Annual Recertification would have taken effect.

### Interim Recertification Processing:

Interim recertifications are required when there are changes in household composition, or when your household's income increases or decreases.

All households must notify management within 14 calendar days when:

1. A resident moves out; or
2. Household composition changes; or
3. An adult member of the household begins working; or



Because it may be difficult to determine household income increases, residents are to report all income increases, so that management can be sure that interim recertifications are completed properly.

Failure to notify management in a timely manner (that is, within 14 calendar days of the change in circumstances) will result in the forfeiture of a 30-day notice of a rent increase if one is warranted.

Willfully and knowingly withholding information regarding persons living in the unit or income increases will be considered to be fraud, and will result in termination of the household's subsidy, eviction, and/or management reporting suspected fraud to HUD's Office of the Inspector General for legal action.

Interim effective dates for the above reasons are based on the dates that changes have actually occurred, not on the dates they are reported to management, and regardless of the time it takes to process the recertification.

Residents may notify management when a decrease in income occurs and may request an interim recertification. This decrease in income may be caused by an increase in allowable expenses.

Since HUD does not require an interim recertification in these cases, the actual event triggering the interim is the resident's reporting of the change in adjusted income. The interim recertification will be effective on the first of the month after the decrease is reported to management.

An EIV maybe ran When an Interim is requested by a household due to a decrease in income, management reserves the right to delay the interim recertification if there is reason to believe that the income will be reinstated, in full or in part, within 2 (two) months. Documented evidence may be the employment history shown in EIV. The interim recertification may be delayed until the new income is verified. During this time, if the household does not have sufficient income to pay the current rent, no late charges will be assessed.

Management will refuse to process an interim recertification if the resident caused a decrease in adjusted income deliberately in order to reduce his/her rent payment, and/or when management has confirmed that the decrease will last less than one month.

An interim recertification does not change the date of the household's annual recertification.

#### General Recertification Requirements:

Failure to report income or misreporting of income will result in a retroactive certification and appropriate corrections to prior Annuals and/or Interims. These corrections will determine a new resident



rent. The household will be required to repay HUD for all overpaid subsidy either in a lump sum, down payment with monthly payments, or monthly payments.

If such a repayment is required, and management and the resident cannot agree on an affordable monthly repayment amount, management will provide the household with contact information for a HUD-Approved Local Housing Counseling Agency. The household must visit the agency within 14 calendar days. The agency will assist the resident in determining an affordable monthly payment amount, and management will accept the amount recommended by the agency. The household must provide documentation to management if extenuating circumstances prevent the household from visiting the agency within the stated timeframe.

An additional instance of intentional withholding or under-reporting of income that would require a second repayment agreement will be considered a material violation of the lease and management will begin the eviction process. Suspected fraud will be reported to the federal Office of Inspector General attached to the HUD Field Office which has jurisdiction over this property.

Upon management request, residents have 14 calendar days to provide documentation of any income, assets, or expenses. Requested items may include pay stubs, bank statements, investment statements, etc. It is a good idea to keep all such items that you receive, in case they are requested for certification purposes.

When management notifies the household that a certification is ready for signature, all household members over the age of 18 must come to the office and sign and date the certification within 2 business days.

Failure to make arrangements for all household members over the age of 18 to sign and date the HUD Form 50059 within this timeframe will constitute a refusal to recertify and may be grounds for subsidy termination. Management must be notified of any extenuating circumstances that prevent a household member from being able to sign within this timeframe.

Management may take steps to verify family composition, for the purpose of determining the appropriate unit size, allowable deductions, eligibility for HUD assistance, and the amount of assistance. To verify whether an individual lives in the unit or not, management may inspect the unit, require court custody records to determine whether a child lives in the unit 50% of the time or more, require the submission of a new lease/utility bills from a unit outside this property, require a signed affidavit from the head of household, or make other reasonable requests.

Zero Income:



Households reporting no income must complete, with management, a zero-income questionnaire to indicate how household expenses are being paid. This questionnaire/interview will take place every 90 days, for as long as the household reports no income.

#### EIV (Enterprise Income Verification):

Under the Rental Housing Integrity Improvement Project (RHIP) initiative, HUD is responsible for ensuring that the proper subsidy is provided to households through its rental assistance programs. The amount of rental assistance paid on behalf of the household is calculated using the total annual income, less allowable deductions.

To accomplish that responsibility, HUD requires that this property use the EIV system for all recertifications. This web-based, state-of-the-art program is designed to share income data that appears in other federal databases. Through EIV, management receives Social Security (SS and SSD) and Supplemental Security Income (SSI) benefits data from the Social Security Administration.

Management also receives reports of new hires, quarterly wages, and quarterly unemployment benefit amounts, from the Department of Health and Human Services.

The purpose of EIV is to assist HUD and management to streamline income verification, and to minimize the need for third party verification. EIV allows management to identify:

- Applicants currently receiving HUD assistance
- Income not previously reported
- New employment
- Historical patterns of employment, benefits and income
- Resident's receiving HUD subsidy in more than one HUD program
- Deceased household members

As required by HUD, an Income Report will be searched within 90 days of the move-in. A correction to the move-in certification must be done if appropriate. When a resident household proposes to move in a new household member, the Existing Resident Search Report will be obtained, to determine if the applicant is currently being assisted by another HUD program.

When a 17-year old household member turns 18 between annual recertifications, s/he must sign Form HUD-9887 within 14 calendar days, so that the data from EIV Income Reports for that member can be used for the family's next recertification. Management will provide written notice of this requirement to a household with a 17-year old member, at the time of any annual or interim recertification. In addition, management will provide a Form HUD-9887 to the 17-year old prior to his/her 18th birthday so that it can be signed, dated and returned to management in a timely manner.

### **23. RENT COLLECTION**

- a) Rent is always due and payable on the first day of each month, in accordance with the lease. There will be no exceptions to this policy.
- b) If the rent is not received in full by the close of business on the 5th of the month, a Late Fee will be assessed. \$5 will be charged on the 6th day of the month, and an additional \$1 per day will be charged until the balance is completely paid for the month. The monthly late fee will not exceed \$30. Late fees will be assessed on any balance of \$1.00 or more.
- c) At the time Late Charges are assessed (the close of the 5th business day), a notice will be served, in accordance with HUD regulations. The notice will allow ten (10) days for the household to meet with management to discuss the pending Lease Termination for Non- Payment of Rent. In no way does this policy state or imply that additional time will be granted for the payment of rent. Any and all arrangements for delayed rent payments must be made prior to the time that the rent is due, on the 1st of each month.
- d) Cash will not be accepted. Only money orders, cashier's checks, and personal checks made payable to the property will be accepted. In the case of a returned check for non-sufficient funds (NSF), a fee in the amount of what equals the bank imposed fee will be imposed the second time, and each additional time a check is not honored for payment. After two returned personal checks, they will no longer be accepted; the resident must pay rent with a money order, cashier's check, or bank check.
- e) Payment will be collected at the office during regular business hours, or may be dropped through the office rent/mail slot. Payment can also be mailed to the management office, but must be received by the 5th of the month in order to be considered to be on time. It does not matter when the payment was postmarked.

### **24. SCOOTERS (ELECTRIC OR GASOLINE MOTORIZED DEVICES)**

The use of motorized transportation devices is necessary and reasonable for many individuals, they present unique safety issues.

To ensure the safety of everyone, while avoiding unnecessary damage to our property, the following rules have been established for all individuals who use these devices:

- a) One motorized device per household member in a unit may be permitted.
- b) Motorized devices must be operated on low speed at all times.

- c) Motorized devices (whether owned by residents or guests) must be parked inside the apartment.
- d) Motorized devices must not be left unattended in the hallways, stairways, or other common areas.
- e) Electrical devices must be recharged only within the resident's apartment.
- f) Pedestrians must be given the right of way at all times; ample notice must be provided before passing pedestrians in the hallways.
- g) Motorized devices must be backed into all elevators. Before entering or exiting an elevator the driver must be able to see the areas ahead and behind them to make certain they are clear of all pedestrians and obstructions. Residents may accomplish this by outfitting their motorized devices with mirrors as needed.
- h) Residents are solely responsible for all upkeep and repairs to their motorized devices.
- i) Residents are responsible for any damage to the property caused by their motorized devices (in excess of normal wear and tear).
- j) Management is not responsible for any damage to motorized devices caused by other residents or guests.
- k) Use of motorized transportation devices in certain areas, and/or at certain times of the day may be restricted because of congestion in the hallways and common areas. Such restrictions will be clearly posted on the bulletin board at least 24 hours beforehand.
- l) If a resident drives a motorized device in an unsafe manner, causes injury to other residents, or creates excessive damage to the property, the resident may be required to provide third party verification of their ability to operate the device in a safe manner.
- m) Extenuating circumstances may result in management providing a written modification of these rules to reasonably accommodate the needs of individual residents.

## 25. SMOKE-FREE LIVING ENVIRONMENT

This community is a Smoke-Free community. Policy was put in place for several reasons:

- To remove the irritation and known health risks from second-hand smoke to residents, guests and employees
- To reduce maintenance, cleaning and major refurbishment costs from damages caused by smoke residue
- To reduce the increased risk of fire caused by smoking

Although current and prospective residents who are smokers can live in this property, the entire building is completely smoke-free. This includes all apartments, common areas, hallways, elevators, near any entrance/exit doors and all windows. Residents and prospective residents must agree to refrain from smoking in these areas.



Smoking is defined as inhaling, exhaling, burning and/or carrying any lighted cigar, cigarette, pipe or any other form of lighted object or device, including e-cigarettes and vapor smoking devices. Burning tobacco, any other plant or e-cigarette cartridges is also prohibited.

**Designated Smoking Areas are provided outside of the building. This is the only place on the property where smoking is permitted. Receptacles are provided and must be used.**

Residents are responsible for the behavior of their guests and business visitors, and are responsible for ensuring that they follow the property's smoke-free rules. Resident's should promptly give management a written statement of any incident where tobacco smoke is migrating into any apartment, including their own.

If resident's or their guests violate this smoking policy, the resident will be in violation of the provisions of the lease agreement. One written warning letter will be provided, reminding the resident of the property's smoke-free policies and offering resources on smoking cessation. A second written notice, of a curable lease violation, will be provided stating that the next time the smoke-free policy is violated it will be considered material noncompliance with the lease and will subject the resident to eviction procedures. Upon the third violation, a letter of eviction will be sent. Additionally the resident will be liable for any damages to the premises caused by smoking, as well as for costs incurred by the property in removing any smoke odor and/or residue. The minimum fee for each occurrence is \$250.00

Refer to the property's Smoke-Free Community No-Smoking Policy for further details.

## **26. STUDENT ELIGIBILITY REQUIREMENTS**

HUD assistance is not intended to be used as student assistance. Therefore, HUD has developed specific rules about the types of students who are eligible for housing assistance. A household which contains an ineligible student is not eligible for housing assistance; no pro-rated assistance is available; such a household cannot receive any housing assistance at all.

- Eligibility of students will be verified at move-in, annual, interim (if one of the family composition changes reported is that a household member has enrolled as a student) and initial certification (when an in-place resident begins receiving Section 8).
- To be eligible, a student attending an "institution of higher learning" (full or part-time) must meet all criminal/credit screening criteria and be:
  - a) Living with parents/guardians currently receiving or applying for Section 8; or
  - b) At least 24 years of age; or

- c) A veteran; or
- d) Married and lives with the spouse; or
- e) Custodial parent of a dependent child living in the unit at least 50% of the time; or
- f) A person with disabilities and was receiving Section 8 assistance as of November 30, 2005; or
- g) Individually income-eligible and have parents or guardians who are income eligible for the Section 8 program, and
- h) Be able to prove independence from parents, which means that the student...
  - Is of legal contract age under state law, and
  - Has had a household separate from parents/guardians/dormitory for at least one year before applying, and
  - Is not claimed as a dependent on his/her parents/guardians taxes, and
  - Provides a certificate of the amount of financial assistance provided by parents, signed by the parent(s) - even if the parents don't provide any assistance

A student is also considered to be "Independent" if s/he meets one of the following criteria:

- a) Is at least age 24 by December 31 of the year for which housing assistance is provided, or
- b) Is an orphan or ward of the court through age 18, or
- c) Is a U.S. Armed Forces veteran, or
- d) Has legal dependents other than a spouse (e.g. child, dependent parent), or
- e) Is a graduate or professional student, or
- f) Is married and is living with the spouse, and also
- g) Is not claimed as a dependent by parents or guardians under IRS regulations, and also
- h) Obtains a certificate of the amount of financial assistance provided by parents, signed by the person(s) providing the support - even if there is no such assistance

Non-Section 8:

Eligibility of students will be verified at move-in, annual, interim (if one of the family composition changes reported is that a household member has enrolled as a student) and initial certification (when an in-place resident begins receiving assistance).

To be eligible, a student attending an "institution of higher learning" (full or part-time) must meet all criminal/credit screening criteria and

- a) Be of legal contract age under state law;
- b) Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, OR meet the following criteria as an "independent student":
  - Is at least age 24 by December 31 of the year for which housing assistance is provided, or

- Is an orphan or ward of the court through age 18, or
  - Is a U.S. Armed Forces veteran, or
  - Has legal dependents other than a spouse (e.g. child, dependent parent), or
  - Is a graduate or professional student, or
  - Is married and is living with the spouse
- and also**
- Is not claimed as a dependent by parents or guardians under IRS regulations,
- and also**
- Obtains a certificate of the amount of financial assistance provided by parents, signed by the person(s) providing the support - even if there is no such assistance
- c) Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
- d) Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

## 27. UNIT INSPECTIONS

Unit inspections are conducted at move-in, move-out, unit transfer (moving out of the old unit and moving into the new unit), and at least annually.

Move-in inspections must occur prior to signing a lease. The move-in inspection form must indicate the condition of the unit and must be signed and dated by the resident and management. The resident has 72 hours to report any additional deficiencies to the owner, to be noted on the move-in inspection form.

Annual and housekeeping inspections are conducted by on-site staff, with proper notice to ensure the units are being maintained in a decent, safe, and sanitary condition. If there are damages, housekeeping and/or other concerns, the units may be inspected more than once annually. No advance notice is required for these inspections. Resident's need not be present for the unit inspection to occur. Unit inspection reports will be kept in the resident's file.

The move-out inspection will be conducted on the move-out date and is used to determine the amount of security deposit refund, if any, due to the resident. The resident is encouraged to accompany the management on the move-out inspection but does not have to participate. If the unit is found vacant, a move-out inspection will be conducted on the date the vacancy was discovered by management.

Charges for damages beyond normal wear-and-tear will be assessed to the household. Charges due to damages found during move-out inspections will be deducted from the security deposit.



## 28. UNIT TRANSFERS

Unit transfers are allowed as a reasonable accommodation for handicapped/disabled family members, victims of domestic violence, dating violence, sexual assault, stalking and/or as a medical necessity. Transfers will not be made due to household size or a change in household composition if the current family size is within the occupancy limits of the existing unit. (Based on the discernment of the Property Management staff based on HUD policies)

If you are living in a designated "handicapped-accessible unit", and no family members need the special features of this unit, your lease requires you to transfer to an available unit of the same size if there is a household in need of the special features of this unit.

If you are over-housed (i.e. living in a unit with more bedrooms than needed), you will be required to transfer to an available unit of an appropriate size, if available.

Residents must complete a written request to transfer, signed by the head of household and all adult household members who wish to transfer, explaining why the transfer is necessary.

Transfers for reasons related to medical conditions and/or reasonable accommodations are required to be verified by a medical professional before the request can be date/time stamped, and the household added to the internal transfer waiting list.

Transfers for reasons related to domestic violence, dating violence, sexual assault or stalking are required to complete HUD-5382 form before the request can be date/time stamped, and the household added to the internal transfer waiting list.

A transfer will not take place if the household is not in compliance with the lease. This includes, but is not limited to, lease violations that have not been cured or unpaid rent, late fees or damage charges. Such a household will be moved to the bottom of the transfer waiting list.

Existing residents have priority over applicants for available units. Residents who request a transfer, or are required to transfer, will be placed on a transfer waiting list based on the apartment size and type requested/needed.

The security deposit will be transferred when a household transfers from one apartment to another.

All costs of the unit transfer are the responsibility of the household, except when the transfer is a reasonable accommodation for a handicapped/disabled family member, victims of domestic violence, victims of dating violence, sexual assault, or stalking. In this case, the property must pay the



costs of moving the resident's belongings, unless doing so would be an undue financial and administrative burden. Transfer of utilities will not be paid by management.

## **29. UTILITIES**

The household is required to keep all utilities (Gas, Water and Sewer, and Electric services as applicable) active in the unit. If, at any point, the utilities have been shut off, management must be notified immediately, since working utilities are required for health and safety standards.

Failure to maintain working utilities is a violation of the lease and is grounds for immediate lease termination without an opportunity to request a grievance hearing.

Do not open windows, or leave doors open while the heat or air conditioning is on; do not use your oven to heat the unit. Residents must maintain a minimum temperature of 55 degrees Fahrenheit (13 degrees centigrade) to prevent physical damage to the property and plumbing system during cold weather. Resident's must maintain a temperature of at least 75 degrees Fahrenheit to prevent physical damage to the property and plumbing system during warm weather.

Water leaks (faucets, running toilets, etc.), excessive moisture, or standing water can cause the growth of mold. Report any water leaks to management immediately. Promptly remove any visible moisture accumulation in your unit (walls, windows and sills, floors, ceilings, closets, storage areas, and bathroom fixtures). Use exhaust fans in kitchen and bathrooms when necessary.

Foreign objects are not allowed to be put into a sink drain, toilet or tank or sewer system. The household will be charged the cost of repairs to the system if found to be in violation of this rule.

Tampering with any utility meters will result in immediate lease termination.

## **30. VEHICLES, PARKING AND SPEED LIMITS**

All motorized vehicles parked on the property must comply with the following property policies:

- a) All resident's motorized vehicle(s) parked at this property must be registered with the apartment property office. Vehicles not registered with management may be towed at the owner's expense in accordance with state and local law.
- b) All vehicles must have current legal license plates, current vehicle registrations, approved emission tests and insurance as required by state law. Any vehicle on the premises found to be

inoperable or illegal to operate will be towed at the owner's expense in accordance with state and local law.

Inoperable conditions include, but not limited to:

- (i) Flat or missing tire(s)
- (ii) Mechanical problems: i.e. motor will not start, drive train problem, no brakes, damage from a collision

Illegal to operate includes, but not limited to:

- Broken windshield, windows, and headlamp
- No current registration
- No current license tags

- c) The storage of a motorized vehicle of any kind on the property is strictly prohibited. Such vehicle(s) will be towed at the owner's expense according to state and local law.
- d) Washing vehicle(s) with water provided by the property is strictly prohibited.
- e) The repair of vehicles on this apartment property, including the changing of oil, is strictly prohibited. Any vehicle deemed under repair by management will be towed from the property after serving proper notice to the owner. Battery-assisted starting of vehicles and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.
- f) Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) may not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from management. Such a vehicle will not be allowed to be parked at the property until proof of repair of the fluid leak is provided to management. The residents on the lease are responsible for any cleaning and/or damages to the parking lot surface. The residents on the lease will reimburse the property for all costs within 30 days of receipt of an invoice.
- g) Vehicles must be parked in designated parking areas only. Any vehicle not properly parked within designated parking areas, or parked in a posted/marked "No Parking" area will be towed at the owner's expense as allowed by state and local law.
- h) Vehicles with loud mufflers or any other type of noisy mechanical attachment or defect will be removed from the property immediately upon receipt of written notification from management.

The vehicle may not be returned to the property until written proof of repairs to correct the problem(s) has been provided to management.

- i) Management is not responsible for the safety or security of your vehicle(s) or your guest's vehicle(s).
- j) Parking or driving commercial vehicles that are used by residents for work is prohibited within the boundaries of the property. Vehicles weighing more than 4,000 pounds are prohibited within the boundaries of the property except for temporary use to deliver goods or services to the property and/or residents.
- k) Vehicles may not be parked or driven on lawns, sidewalks, etc., and may be operated on the driveways and parking lots only. Violations will result in corrective action deemed necessary by management and/or local police agencies. Vehicles in violation will be towed at the owner's expense as allowed by state and local law.

Notice is considered properly served by posting a written notice in an obvious location (front, back, or side window) on the vehicle.

The name of any towing company will be posted on site to include the name, address and phone number.

Each household is allowed one parking space, which is included in the rent. Every vehicle must have a permit issued by the office.

### **31. VIOLENCE AGAINST WOMEN ACT (VAWA)**

The Violence Against Women Act (VAWA) and the Justice Department Reauthorization Act of 2005 protect any household member who is a victim of domestic violence, dating violence, stalking or sexual assault from being evicted or terminated from housing assistance solely based on acts of such violence against them.

A victim cannot be evicted solely because of incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault which otherwise would be considered as serious or repeated violations of the lease or other "good cause." If you are a victim and receive a lease violation and/or an eviction notice, you have the right to appeal.

Management can evict the abuser and remove him/her from the lease, as a person who is a threat to the community, or who commits criminal activities - but not the victim just because s/he is a victim.



VAWA allows managers to legally divide a lease to allow the abuser to be evicted while the victim and all remaining family members stay in the unit.

Written verification of domestic violence, stalking or sexual assault will be required for a resident to receive VAWA protections. This includes naming the abuser, if known, and his/her relationship to you. You may request a HUD Victim Certification Form from management, which must be completed and returned to the office within 14 (fourteen) calendar days of receiving the form. Victim service providers, medical professionals, or attorneys who have counseled you as a victim can provide written verification of your status as a domestic violence victim as well. These records will be kept confidential.

Domestic violence victims can be evicted for lease violations that are unrelated to domestic violence disturbances, and victims may be evicted if it can be shown that their residency poses an actual and imminent threat to other residents, staff, or service providers.

### **32. WEAPONS, FIREARMS AND DANGEROUS OBJECTS**

Residents and household and guests are prohibited from displaying firearms of any type (whether operable or inoperable) anywhere on the property. The illegal use of any type of weapon, firearm, or dangerous object is strictly prohibited anywhere within the boundaries of the property. This includes, but is not limited to:

1. Shotguns, pistols, rifles, etc.
2. Ammunition of any type
3. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type
4. Archery equipment such as bows, arrows, targets, etc.
5. Paintball guns, paint balls and any similar products
6. Any and all types of slingshots or any device used for shooting a projectile
7. All sharp edged or pointed objects (knife, sword, scissors, blades, razors, etc.) used with the intent to threaten, intimidate, or harm another
8. Any and all types of explosives, fireworks, and explosive chemicals
9. Any type of instrument, object, and/or material that may be deemed a weapon when used with the intent to threaten, intimidate, or harm another.

**Residents may keep privately owned and licensed firearms and ammunition in locked cabinets in their apartments. Weapons, firearms, or ammunition are not allowed to be openly carried or exhibited on the property, in management offices or common areas or when posted "NO Weapons Allowed."**

### 33. DRUG FREE HOUSING

1. Resident, any member of resident's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property.
2. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 USC 802)).
3. Resident, any member of the resident's household, or a guest or other person under resident's control shall not engage in any act intended to facilitate criminal activity, including but not limited to drug-related criminal activity, on or near the property.
4. Resident, members of the household, or guest will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
5. Resident, members of the household, or guest will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the property.
6. Resident, any member of the resident's household, or a guest or other person under resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the property.
7. VIOLATION OF THE ABOVE PROVISIONS SHALL BE MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A Single violation of any provisions shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease.
8. Unless otherwise provided by law, proof of shall not require criminal conviction, but shall be a preponderance of the evidence.

### 34. FIRE EXTINGUISHERS

Management has provided fire extinguishers. I am aware that I am responsible for any damages due to negligence on my behalf resulting in fire in my apartment and any adjoining apartments.

I have one fire extinguisher(s) in the apartment and it/they appear to be in good working order.



I agree that I will be responsible for any loss or damage to the fire extinguisher during my occupancy.  
FIRE EXTINGUISHER INSPECTION PROCEDURE \_\_\_\_\_(initial)

I agree to provide access to the apartment to carry out the inspection by management for each fire extinguisher in my apartment on an annual basis. \_\_\_\_\_ (Initial)

- Make sure that the extinguisher is in its designed place. Make sure that the fire extinguisher's operating instructions face outward.
- Make sure access to the fire extinguisher is not blocked.
- Report any loose or broken seals or tamper indicators to management.

**35. MANDATORY EVACUATIONS**

All mandatory Emergency Management Authority issued evacuations are considered serious deemed mandatory. Any resident, household member or guest choosing to remain on the property during an evacuation will remain at their own risk.

Management will not be responsible for any damages to persons or personal property.

**36. ELEVATORS**

Extreme care must be taken while entering and exiting elevators. The elevators must be operated only by adults. Children should be accompanied by adults when on the elevators

**\*\*If tenancy is terminated, on any of the Hinesville Housing Authority Properties, the resident may not reapply with housing for five (5) years.\*\***

**Acknowledgement and Acceptance of House Rules**

I acknowledge that I have received a copy of the House Rules that have been revised effective 01/30/2019

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



