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# RULES, REGULATIONS, AND OCCUPANCY GUIDELINES FOR ELDERLY PROPERTIES

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# Rules, Regulations, and Occupancy Guidelines for Elderly Properties

May we take this opportunity to say "WELCOME." We trust that you are enjoying your new home, and may we, the management, join with you and your neighbors in creating a fine neighborhood in which to live.

This booklet has been prepared as a resource to you in answering questions you may have and in explaining both what you may expect from us and what we expect from you. We suggest you read it carefully to understand it thoroughly and keep it for future reference.

If at any time you have questions, management will welcome an opportunity to discuss them with you. A clear understanding makes a better relationship. Please feel free to give us your ideas of how, by working together, we can have an even better apartment community.

## 1. General

- A. Lease Agreement: Your lease agreement is a contract between you and the Owner of the apartment property which defines a business arrangement whereby you have certain rights and responsibilities and the Owner has certain rights and responsibilities. Any time either party fails to fulfill their responsibilities, some or all of the rights of that party are placed in jeopardy. It is very important that you fully understand all of the terms of your lease. In addition, these rules and regulations are an extension of your lease contract by reference as stated in the lease. Please keep in mind that what we have is a business arrangement, not a personal arrangement.
- B. Tenant's Rights & Responsibilities: In summary, the lease contract affords you the exclusive use of the apartment home described in the lease for the term of the lease. To enjoy this right of use of the apartment home, you have made a commitment to pay your rent and utilities when due, keep your apartment home maintained according to the standards described in the lease and these rules, to be a responsible and considerate neighbor, and be responsible for the actions of all of your household members and guests.
- C. Oklahoma Landlord and Tenant Act: This is the Oklahoma law that governs the relationship between Landlords and Tenants. The lease agreement has been written in strict compliance with the Oklahoma Landlord and Tenant Act. Disputes between Landlords and Tenants are resolved based on the terms of the lease, the rules and regulations of occupancy, and the Oklahoma Landlord and Tenant Act.
- D. OHFA - LIHTC Regulations: The Oklahoma Housing Finance Agency (OHFA) is the state agency responsible for allocation and administration of the Internal Revenue Service (IRS) Section 42 Low Income Housing Tax Credit (LIHTC) program. If your lease contains an LIHTC Addendum, this section is applicable. If not, it is not applicable to you. The LIHTC program has provided funds to help reduce the rental rates the Owner must charge to pay all required expenses. The Owner has made certain commitments to the IRS and to OHFA to receive these tax credits. Likewise, each tenant makes certain commitments in order to enjoy the benefits of the LIHTC program. Tenants must meet LIHTC eligibility requirements for initial tenancy in the apartment property as well as meeting continued eligibility for continued tenancy.

## 2. Relationship with Management

- A. On Site Manager: The Site Manager is the person responsible for the day-to-day operations of the property. Each tenant should direct all requests for maintenance, (ease questions, complaints, etc. to the Site Manager. The Site Manager is the front-line representative of the Owner in carrying out the Owner's obligations under the lease. The Site Manager is a business agent, not a social worker or referee. Any

physical or verbal threats towards site manager or site staff will be grounds for a lease violation. Threats can be grounds for immediate lease terminations.

- B. Area Manager: The Area Manager is the Site Manager's immediate supervisor and is responsible for the general oversight of the property operations. You may contact the Area Manager for assistance if you disagree with the action of your Site Manager.
- C. Corporate Staff: Southridge Apartments, Inc.'s headquarters are located in Kingfisher, Oklahoma. Their primary purpose is to support the Site Manager in operating the apartment property. You are welcome to contact the corporate office at 405-375-5726. If we can be of assistance to you, we are happy to do so. However, for most issues we will typically refer you to work through your Site Manager.

### 3. Relationship with Other Residents

- A. Close Proximity with Neighbors: Because your neighbors in an apartment complex are very close, it is the responsibility of each family to observe certain rules of courtesy. Your neighbor's employment may cause him or her to have to be an early riser, or even sleep during the day, so let us be as considerate of our neighbors as we would want them to be of us.
- B. Quiet Enjoyment of Premises: Each resident is entitled to the quiet and peaceful enjoyment of the apartment premises. Therefore, please keep your radio, stereo, and television volume at a reasonable level, especially after 10:00 p.m.
- C. Responsibility for Guests: You are responsible for the actions of your guests. Please be sure your guests observe the same rules of courtesy towards your neighbors.

### 4. Resident Responsibilities

- A. Pay rent when due
- B. Maintain the apartment in a reasonable manner
- C. Pay for any damages
- D. Respect the rights of other residents
- E. Obey all applicable laws
- F. Observe LIHTC rules

### 5. Rent Collection Policies

- A. Due Date: Rent must be paid on or before the first of each month and is past due after the third. Failure to do so jeopardizes your privileges of the lease.
- B. Lease Violation: The Site Manager may issue a lease violation notice making demand for payment on or after the 4<sup>th</sup> of the month. The lease violation constitutes a "Notice to Quit" as defined in the Oklahoma Landlord and Tenant Act. If rent remains unpaid after 5 days from the demand notice, the landlord has the right to terminate the lease agreement and demand immediate possession of the apartment premises. Failure to give up immediate possession will result in a legal action being filed with the District Court asking for possession of the apartment premises and a judgment for rent, damages, and court costs.
- C. Payment in Person: Rent may be paid in person to the Site Manager. The tenant should receive a written receipt when payment is made in person to the Site Manager. Unless otherwise notified in writing by

Southridge Apts. Management, the only person(s) authorized to accept your rent on behalf of the Owner is the Site Manager or Area Manager.

- D. Payment in Drop Slot or by Mail: Rent may be dropped in the appropriately marked drop box if available or may be mailed to the property mailing address shown on your lease. You should mail your check or money order in time for it to be delivered by the 3<sup>rd</sup>. The rent is not considered paid until it arrives at the mailing address specified. The landlord is not liable for tardy delivery by the U.S. Postal Service, if the 3<sup>rd</sup> falls on a weekend or a holiday; rent will be considered paid on time if received on the next business day following the 3<sup>rd</sup> of the month. Tenants are responsible for coming to the apartment office during regular office hours to collect tenant's copy of receipts. Tenant's receipts will be stored in the tenant's lease file until picked up.
- E. Cash Accepted: NEVER attempt to pay by cash. All rent must be paid by check or money order. Neither the apartment office nor the Site Manager are equipped to safely accept and secure cash.
- F. Check Acceptance Policy: The policy for accepting personal checks is as follows:
1. First month's rent and Security deposit must be paid by Cashier's Check or Money Order. Personal checks will not be accepted.
  2. All tenants who are on an approved payment plan for payment of security deposits, damage charges, or past due rent must pay by Cashier's Check or Money Order. Personal checks will not be accepted.
  3. Tenants whose payments are late (after the 3<sup>rd</sup> of the month) must pay by Cashier's Check or Money Order. Personal checks will not be accepted.
  4. Tenants who have had one or more returned checks must pay for the returned check plus NSF and late charges and all future rent payments must be made by Cashier's Check or Money Order. Personal checks will not be accepted.

## 6. Housekeeping Standards

- A. Oven and Cook Top: Do not use foil to line the oven or cover the burner drip pans of your range. The grease and food residue that collects on the foil is a fire hazard. Do not clean your oven or cook top while hot. For your protection, please cool the oven and cook top before cleaning.
- B. Window Treatment: Aluminum foil is not allowed in any windows, doors, etc. You may use only the drapes, blinds, etc. provided by management. You may not remove the provided window treatment and replace it with your own. Do not cover doors and windows with blankets or sheets which trap moisture and potentially cause mildew problems.
- C. Carpet Cleaning: Carpets should be vacuumed at least once per week and professionally cleaned annually or more often as needed. The tenant is responsible for owning or having access to a vacuum cleaner for regular use. The use of water-based carpet-shampooing equipment that is typically available for rent from convenience stores, hardware stores, etc. is discouraged. The use of this equipment tends to leave a heavy soap residue that damages the carpet. The tenant is responsible for any damage done by improper use of cleaning equipment.
- D. Cleaning Tile & Linoleum: Tile and linoleum should be cleaned regularly or as needed with a cleaner intended for such use. Excessive use of water can damage tile or the adjacent wood trim.

E. Housekeeping Guidelines: The apartment lease requires the tenant to maintain the apartment in a safe, clean, and sanitary manner. The following housekeeping guidelines are provided which list basic requirements of complying with this lease covenant.

1. Carpets vacuumed regularly and kept free of stains, (Weekly)
2. Countertops clean and free of dirt, food, etc. (Daily)
3. Kitchen and bath floors clean, free of dirt and stains. (Daily)
4. Garbage contained in a proper container. (Daily)
5. Bathroom clean and free of odor. (Daily)
6. Bedrooms should be free of clutter, not being used as storage facilities. (Daily)
7. Walls should be clean and without any markings, scrapes, crayon marks, or damage. Clutter in all areas of the apartment should be minimal. All areas of the apartment should be accessible without stepping over and around trash, laundry, boxes, etc. (Daily)
8. Central heat and air closets must be kept clean and free of flammable items. Central heat and air fresh air returns must be kept clean at all times, (Daily)
9. Stove drip pans must be free of grease build up. Do not cover drip pans with foil as this can create a fire hazard. (Daily)

F. Health and Safety Issues: Following are items that are considered unsanitary or health and safety issues which will result in lease termination:

1. Exposed food in any area of the apartment.
2. Exposed and/or excessive garbage or refuse in any area of the apartment,
3. Failure to maintain the bath or kitchen area of the apartment in a safe and sanitary manner.
4. Evidence of roach infestation when tenant has not taken appropriate measures to control the problem.
5. Apartments that contain excessive clutter and do not allow for adequate access and freedom of movement is considered a fire hazard and may result in lease termination.
6. Hot water heater closets and heat and air equipment closets used as storage areas. This is considered a fire hazard. Do not store anything in these areas.

## 7. Proper Use of Equipment, Appliances, and Facilities

A. Garbage Containers/Dumpsters: Garbage containers sufficient for each building are provided in compliance with the city's sanitation rules. Please use these, being careful that garbage and trash goes inside the container, not on the ground around it. All garbage must be bagged and tied in an appropriate garbage bag before placement in the garbage container. Disposal of loose garbage is not acceptable.

B. Garbage Disposals: Do not to put bones, silverware, glass, etc. into the garbage disposal. This may cause a malfunction and possibly a service call. Tenants are responsible for the cost of all service calls due to misuse of appliances and or plumbing stoppages caused by materials the tenant, tenant's household members, or guests.

- C. Oven and Cook Top: Please do not use your oven or cook top for heating the apartment. This creates a health and safety hazard.
- D. Heating and Air Conditioning: The Heating and Air Conditioning system is thermostatically controlled. If you need assistance with setting your thermostat, contact the site manager. Improper thermostat settings can cause excessively high utility bills and can damage equipment. Proper control of open doors and windows in relation to climate conditions and *thermostat* settings is the tenant's responsibility. Excessive utility bills or equipment damage due to improper use is the tenant's responsibility.
- E. Plumbing: Do not use sinks, lavatories, or showers with strainers removed from the drains. Report any leaks or stoppages in plumbing or equipment to management immediately. Do not attempt to put foreign substances such as garbage, grease or coffee grounds down the sink, toilet stool or bath drain. This includes feminine hygiene items or any other non-biodegradable item. The tenant is responsible for the cost of plumbing calls to correct stoppages caused by misuse of plumbing facilities by household members or guests.
- F. Hot Water Tank: Your hot water tank is automatic and has been preset. Do not make adjustments yourself. If there is a problem, contact the site manager.
- G. Hanging Pictures: It is permissible for resident to hang pictures, mirrors, etc. on the walls of resident's apartment, providing resident uses a small picture hanger or its equal. Screws, nails, tape hangers, bolts, etc. are not permitted. Upon move-out, tenant is responsible for repairing or the cost of repairing any holes in walls, ceilings or trim. The management will repair any obvious holes remaining at the time of the move-out inspection and the cost charged to the tenant.
- H. Charcoal or Gas Grills: The use of a charcoal or gas grill is not allowed on patios, balconies, in hallways, breezeways where there is an overhead structure or inside any apartment. This practice creates a fire hazard. Grills are permissible where used in an open area without an overhead structure. When the grills have cooled after use, please keep them stored appropriately.
- I. Community Laundry Room: The laundry room and equipment is provided for your convenience. Please feel free to use it any time. Be considerate of the other tenants by tidying up after using the laundry facilities. Items left in the laundry room unattended are at the tenant's risk and the Owner or Management assumes no liability. The laundry area is not a playground. Inappropriate use of the laundry facilities by any household member or guest is grounds for lease termination.
- J. Additions or Modifications: Tenants may not make any additions or modifications to the apartment without the explicit written permission of the Owner. This includes such items as installing ceiling fans, storm doors, replacing or repairing carpet, repainting interior walls, doors or trim, etc. Also, no TV or radio antenna, satellite dish, or any other equipment or apparatus may be attached to any buildings. Your apartment is pre-wired for cable TV (where available). The cost of the cable TV service is the Tenant's responsibility. A satellite dish is permissible if located within the exclusive use area of the tenant's apartment and where it is not attached to the walls, floors, ceilings or railings. The dish must be free standing. Cabling may not be attached to the walls, floors, ceilings or railings. No boring to run cable through walls is permitted. Satellite dishes may not be located in common or public use areas such as open or shared patios, balconies, and breezeways or anywhere on the common grounds. Installing TV or satellite equipment in violation of this rule without a specific written waiver from the Owner is grounds for lease termination.



## 8. Damages

A. Tenant's Responsibility: When damage occurs in an apartment due to the negligence, abuse or misuse by the tenant or any guest of the tenant, the tenant will be charged for the damage.

B. Potential Damage Charges: Following is a partial list of items for which charges can and will be assessed if Management finds that damage has occurred: This list is neither exhaustive nor exclusive. Charges will be for actual cost of repairs as closely as can be ascertained by management.

1. Stains in carpeting
2. Burns by cigarettes or any other source to the carpeting or vinyl in the apartment
3. Burn marks on counter in kitchen and bath
4. Holes in walls including those caused by hanging pictures, etc.
5. Damaged or missing window screens
6. Broken Windows
7. Missing or broken light globes
8. Damaged or missing mini blinds
9. Damage to interior or exterior doors
10. Burn marks on kitchen and/or bath fixtures
11. Storage Doors that are unsecured and/or broken
12. Missing or discharged fire extinguishers
13. Missing or discharged stove top flash suppressors
14. Fire damage resulting from fires that are attributed to tenant's inattention or neglect.
15. Water damage caused by excessive shower or bath water on the floors.

C. Tenant Charge Notices: Tenant's rental account will be charged for damages by issuing a "Tenant Charge Notice" which will specify the items damaged and the amount charged. The charge is due and payable on the 1<sup>st</sup> day of the month following the date of the charge. For example, a charge dated the 23<sup>rd</sup> of the current month is due in full on the 1<sup>st</sup> day of the following month.

D. Termination of Lease:

1. Failure to Pay: Tenant's failure to pay for damages when due is the same as failure to pay rent when due. The past due amount is equivalent to past due rent and will result in termination of the lease if not paid after proper notice has been given.
2. Repeated Damage: Tenant's repeated misuse and damage to the apartment will constitute grounds for lease termination or lease non-renewal, even if the damages are paid.

## 9. Making a Maintenance Request

- A. Tenant's Responsibility: The tenant is responsible to notify management of any needed maintenance. Tenant can be held liable for additional damages caused by tenant's failure to notify management of a malfunction in a timely manner.
- B. Written Notification: The tenant should notify management, as soon as is practical of any malfunction or maintenance problem that exists. Such notification should be in writing on a "Maintenance Request" form that is available in the apartment office. The tenant may come to the apartment office to complete the Maintenance Request, write out the request on tenant's stationary and drop it by the office, or call the office and have the manager complete the Maintenance Request form over the phone.
- C. Emergencies: In the event of an emergency and the manager cannot be reached, you may call the corporate office of Southridge Apartments, Inc. at 405-375-5726. Non-emergencies will be referred back to the site manager.
- D. Permission to Enter Apartment: By making a request for maintenance in tenant's apartment, tenant grants management permission to enter the apartment to investigate and complete any needed repairs or maintenance. Management will attempt to notify tenant of the time workmen will be in the unit. However, management's inability to contact tenant will not postpone workmen that are scheduled to be in the apartment. It is management's policy to leave a notice for tenant any time workmen are in the apartment during tenant's absence.

## 10. Filing an Informal Complaint or a Tenant Grievance

- A. Informal Complaint
  - 1. File In Writing with Site Manager: Tenants may express their concern or dissatisfaction with any aspect of their tenancy to management at any time. Tenants should always make their comments in writing, which may be mailed or delivered, personally to the Site Manager at the address specified in the Apartment Lease. It is management's policy to consider the information provided and respond in a timely manner. Management will not consider complaints delivered verbally and not followed up in writing.
  - 2. Review By Corporate Staff: If the decision of the Site Manager is unsatisfactory, Tenants may request a review by a member of the Southridge Apartments Management Corporate staff. Such request should be in writing and should include the efforts made to reconcile the decision made by the Site Manager and an explanation of why the Site Manager's decision in the matter is not satisfactory. Typically, the Southridge Apartments Management Corporate staff will not address complaints unless a reasonable effort to work out the problem with the Site Manager has been made and the complaint is made in writing. The Corporate Office will not consider complaints delivered verbally and not followed up in writing. The corporate address is:

Southridge Apartments, Inc.  
PO Box 448  
Kingfisher, OK 73750  
Phone: 405-375-5726 Fax: 405-896-6825

- B. Rule of Law: The resolution of disagreements is not an arbitrary matter in most cases. Rather, both the landlord and the tenant must take into account the documents and the laws that govern landlord and

tenant relationships and make all decisions accordingly. The following documents must be considered when resolving disagreements:

1. The Apartment Lease
2. The Apartment Rules & Regulations (this document)
3. State Tenant & Landlord Laws
4. Federal Fair Housing Laws
5. Federal Housing Program Laws

## 11. Lease Renewal Policy

- A. Lease Terms: All leases are written for a period of one year from the initial move in date and one year periods of time at renewal.
- B. Renewal Policy: It is the landlord's policy to comply with applicable HUD and LIHTC rules and renew the tenant's lease for successive terms so long as the tenant meets the program eligibility criteria for occupancy at the property and has demonstrated a history of complying with the lease covenants and these rules and regulations.
- C. Non-Renewal Policy: It is the landlord's policy to not renew the tenant's lease if the tenant fails to establish continued eligibility for occupancy under all applicable housing program rules that apply. The tenant is solely responsible for providing the necessary documentation required to establish continued eligibility in compliance with applicable housing program rules. It is also the landlord's policy to not renew the lease for a tenant who has accumulated three or more lease violations in a 12-month or shorter period of time even if the lease violations were cured or for a tenant who has any uncured lease violations at the time the current lease is expiring. Again, landlord's leniency towards the tenant in not exercising landlord's option to not renew the lease upon issuance of the third lease violation does not waive or limit the landlord's rights to exercise this option at any future time deemed appropriate by the landlord.

## 12. Occupancy Policy

- A. Objectives:
  1. Whenever possible, allow applicants to choose the apartment size they desire.
  2. Avoid under-utilization of the apartment.
  3. Avoid overcrowding of the apartment

Minimum Occupancy: One occupant per bedroom.
- B. Maximum Occupancy: Two occupants per bedroom or one occupant per each 50 sq ft of eligible sleeping area per eligible sleeping room. Sleeping rooms may not include bathrooms, hallways, utility areas, kitchens or dining areas. Sleeping rooms may include bedrooms, living rooms, dens, and family rooms. Under no circumstances will occupancy exceed 1 occupant per 50 sq. feet of eligible sleeping area.
- C. Exceptions
  1. Medical Equipment: Households requesting an extra bedroom for medically necessary equipment prescribed by a doctor will be afforded the extra bedroom.

- 2. Live In Care Giver: Households requesting an extra bedroom for a live in care giver who is not part of the tenant household will, with proper documentation, be afforded the extra bedroom.
  - 3. Single Individuals: Single individuals applying at a property that does not have any one bedroom apartments will be considered eligible for a two bedroom apartment.
  - 4. Other Exceptions: Other exceptions to the minimum occupancy standards must be reviewed and approved by the Southridge Apartments, Inc. exceptions will be considered on a case-by-case basis subject to the needs of the household, the availability of adequately sized housing at the property, the applicant's status on the waiting list, and the impact approval would have on the overall operations of the property.
  - 5. Maximum Occupancy Standards: Exceptions to the maximum occupancy standards will not be approved.
- D. Changes After Occupancy: If tenant's household composition changes after initial occupancy causing the apartment to be either underutilized or overcrowded as defined in "B" and "C" above, the tenant will be asked to move to an appropriately sized apartment as soon as a unit is available. If an appropriately sized unit is offered and tenant refuses to accept, the landlord reserves the right to not renew the tenant's lease. All costs of relocation are born by the tenant and the landlord has no obligation to pay any of the relocation expenses incurred by the tenant.
- E. Occupancy Policy Chart (as posted on property bulletin boards)

**OCCUPANCY POLICY**  
**BEDROOM 1-3 OCCUPANTS**  
**BEDROOM 2-5 OCCUPANTS**  
**BEDROOM 3-7 OCCUPANTS**  
**BEDROOM 4-8 OCCUPANTS**

Management must approve all exceptions. Applicant/tenant must request in writing the reason for an exception along with documentation supporting the request. Management will review all exceptions on a case-by-case basis. It is management's intent to fulfill the needs of the applicant/tenant while utilizing the unit without overcrowding or providing more space than is needed by the number of people in the household.

Single individuals applying at a property that do not have any one-bedroom apartments will be considered eligible for a two-bedroom apartment.

If a tenant is moved into the wrong size apartment, the lease addendum must be completed and signed by the tenant. This states that the tenant will move to the correct size apartment if one becomes available.

13. Visitors, Guests & Unauthorized Occupants

- A. Guests Welcome: Your apartment is your home and your overnight or weekend guests are welcome. Guests are bound by the covenants of your lease and the rules and regulations for occupancy. You are responsible for your guests' compliance with these rules. You will be held responsible for any violations or damages caused by your guests.
- B. Visitor & Guest Parking: Parking is limited at the apartment property. Each household should limit themselves to two vehicles in the apartment parking lots. When having a larger group at your apartment,

arrange for off-site parking for your guests. This request is made as a courtesy to other tenants who have a right to an available parking space when they return home.

- C. Unauthorized Occupants: Occupancy at this property is subject to your household eligibility. Any additions to or deletions from your household composition can affect your eligibility for occupancy. Consequently, no one can be added to the household without prior approval of management.
1. Guest or Occupant: Any person who has been a guest in any apartment for more than 14 days during any 45-day period is considered to be an unauthorized member of the household. If the individual desires management approval to become an approved household member, the individual must complete an application for occupancy and go through the same approval process required of the current household. It is the tenant's responsibility to document that an alleged unauthorized household member has a full time residence elsewhere and is not a member of tenant's household.
  2. Grounds For Lease Termination: Management may terminate the tenant's lease if an unauthorized household member is added without prior approval of management. Such approval would be evidenced by the tenant and management executing a new Tenant Certification documenting household eligibility for the housing program and a new or amended lease agreement listing all current household members on the lease.

#### 14. Pest Control

- A. Responsibility: Effective pest control is the combined responsibility of the tenant and management. The resident is expected to help prevent reoccurrence of roaches or bugs by using household sprays and good housekeeping practices. The management has a contract with an exterminating company for pest control. In the event of reoccurrence of household pests, please call management at once.
- B. Frequency: Pest Control will be done monthly or quarterly at management's discretion. The Site Manager will conduct a quick maintenance inspection at the same time.
- C. Preparation: If the apartment has a visible pest problem, tenant is responsible for cleaning all dishes, food items, etc. from cabinets and shelves prior to arrival of the pest control service technician to allow treatment of these critical areas. If management includes clearing cabinets and shelves in the pest control notice, tenant will comply. Failure to do so is grounds for lease termination. Keeping your apartment free from (1) refuse, (2) unwashed clothing, (3) open containers of food, and (4) unwashed pots and pans, cooking utensils, and dishes is a must to prevent and/or control household pests. There is no amount of spraying that management can do to overcome the effects of inadequate housekeeping standards.
- D. Exception: Your apartment will be sprayed unless a doctor's statement has been provided stating your health is at risk in the presence of pest control chemicals.

#### 15. Apartment Inspections

- A. General: Management reserves the right to enter tenant's apartment at reasonable hours and with proper notice to inspect the apartment unit both for maintenance needs and compliance with occupancy rules and regulations, including the housekeeping guidelines contained herein.
- B. During Pest Control: A member of the management staff will accompany the pest control technician. At this time, management will make a quick inspection for any obvious maintenance or housekeeping

problems. Tenants are encouraged to leave management a note on the back of the pest control notice if there are maintenance issues that need attention. Leave the note on the kitchen table in plain view.

- C. Monthly Maintenance Inspection: On a monthly basis, management will make a routine inspection of several basic components of the unit to include, but not limited to, the HVAC filter, fire extinguishers, smoke detectors, stove fire suppressors and obvious plumbing problems. In addition, management will pay close attention to the housekeeping standards being observed by the tenant. Tenants are encouraged to leave management a note on the back of the maintenance inspection notice if there are maintenance needs that need attention. Leave the note on the kitchen table in plain view.
- D. Other Inspections: From time to time, officials from the Oklahoma Housing Finance Agency and/or a representative of the Owner may wish to inspect the property to ensure compliance with program regulations.
- E. Tenant's Attendance: The tenant is encouraged and welcome at any or all inspections. However, attendance is not necessary.
- F. Refusal of Entry: Tenant may not refuse entry to management or officials of OHFA or the Owner if proper notice has been given. Such refusal may be grounds for termination of the lease.
- G. Request to Reschedule: Management will take tenant's request to reschedule an inspection into consideration especially in the case of temporary illness of household members. Such request should be made to the manager prior to time of the inspection.

## 16. Services and Facilities Available to Tenants

- A. Common Areas: Tenant's household members and guests may utilize all common areas such as parking, playground areas & equipment, and picnic and grilling areas. Use is on a first come first served basis.
- B. Laundry Facilities: Tenant's household may utilize the common laundry facilities (where available) during the hours the facilities are opened by management. Management reserves the right to establish hours the facility is open based on the need and availability for supervision of the facility by management. Tenants may not allow guests to use the laundry facility. It is for tenant household members only. Tenants may be held financially responsible for misuse or abuse of the laundry facility by any household member or guest. Recurring misuse or abuse may be grounds for lease termination.

## 17. Restrictions of Storage

- A. Approved Purposes: Closets, cabinets, and exterior storage rooms (where available) are provided for the tenant's exclusive use to store personal household belongings. Storage must be in a manner that is safe and sanitary. Foods must be in closed containers and not accessible by roaches or insects. Clothing and other personal items must be stored in a manner that does not create a fire hazard.
- B. Unauthorized Purposes: No explosive, dangerous, or toxic materials (including fireworks, gasoline, oils, chemicals other than used for common household cleaning, propane, etc.) may be stored on the apartment premises. Violations are considered a health and safety issue and will be grounds for immediate termination of the lease.
- C. Storing Bicycles, Toys, Grills, Etc.: Tenants are responsible for properly storing items that members of the tenant's household might use out of doors. Items left unattended on the common grounds will be considered abandoned and disposed of by management. Management assumes no liability for items tenant or tenant's household members leaves unattended.

- D. Inappropriate Storage Location: Water heater closets and HVAC equipment closets are not storage closets. Tenants may not store any personal items in these closets. Violations are considered a health and safety issue and will be grounds for immediate termination of the lease.

## 18. Vehicles on Apartment Property

- A. Operable: All vehicles brought or driven onto the apartment property must be in proper operating condition. Vehicles with flat tires are not permitted to remain in the parking area. Vehicles that are leaking oil may not be driven onto or parked on apartment property. Oil stains on the parking area will be cleaned at tenant's expense.
- B. Mechanic Work: No mechanic work (such as changing oil, engine repair, etc.) may be conducted on apartment property. Changing a flat tire is permissible.
- C. License: All vehicles brought or driven onto apartment property must have a current and valid motor vehicle license plate in place on the vehicle. All operators must possess a current and valid motor vehicle operator's license appropriate for the vehicle being operated.
- D. Insurance: All vehicles brought or driven onto apartment property must be properly insured as required by state law.
- E. Approved Parking Area: Parking in appropriately marked parking spaces only. No parking or driving on the grass or any area except paved driveways and parking.
- F. Acceptable Vehicles: Automobiles, pickups, & motorcycles only are permitted. No boats, trailers, trucks, or motor homes may be brought onto or parked on apartment property. (Moving vans are permissible during loading and unloading.)
- G. Parking Violations: Vehicles in violation of these rules may be towed at the owner's expense. Tenants are responsible for the actions of their guests. This includes parking violations.

## 19. Requesting Reasonable Modifications and/or Accommodations

- A. General: Tenant's with disabilities may be entitled to reasonable modifications to the apartment unit and/or reasonable accommodations in rules or policies to enable the tenant the full enjoyment of the apartment premises.
- B. Requests In Writing: All requests for reasonable modifications or accommodations must be made in writing and mailed or delivered to the apartment business office listed on the lease. The request should be specific as to the modification or accommodation being requested.
- C. Third Party Verification: The tenant is responsible for providing verification of the tenant's status as a person with a disability from a doctor or appropriate medical professional as well as verification from an appropriate medical professional as to the need for the requested modification or accommodation. The management staff members are not qualified to make these determinations.
- D. Review by Management and the Owner: Once the site manager has a written request supported by the necessary verifications, the information will be forwarded to the Southridge Apts. Management Corporate Office for review. The SAI corporate office will provide a written response to the tenant within 10 days after all necessary documentation is filed with the site manager. If additional time is necessary to adequately consider the request before a final decision can be made, the tenant will be notified in writing and given a date by which a final decision should be forthcoming.

## 20. Tenant Safety

- A. Smoke Detectors: Each apartment is equipped with a functioning smoke detector. Uninterrupted operation is paramount to tenant safety, both for your household and your neighbors. Tenants are responsible for reporting any problems noticed with the operation of the smoke detector to management without delay. Tenant can press the test button to determine if the smoke detector is working properly. Tenant is responsible for replacing batteries in the smoke detector. However, management will replace the battery during a regular inspection if needed and may charge the tenant's account a reasonable amount. Tenant may not disable the smoke detector at any time or in any way. Such action is considered a health & safety violation and is grounds for immediate lease termination.
- B. Fire Extinguishers: A fire extinguisher may have been furnished with the apartment. This is not required by law, however, if it is furnished, management will check the charge from time to time and replace the unit as needed. If the fire extinguisher is used, it should be reported to management immediately.
- C. Cook Stove Flash Suppressors: Your unit may have been equipped with two flash suppressors attached to the inside of the range hood. These units will discharge if a fire flames up on the top of the stove and will extinguish most grease fires. They make a mess, but the mess is much easier to deal with than a fire. If the flash suppressor discharges, notify management immediately.
- D. Electrical, Plumbing, & Mechanical Equipment: Tenants are not authorized to attempt repairs or to call vendors directly to secure repairs to any electrical, plumbing, or mechanical equipment provided with the apartment. Notify management of all repairs needed and let management take care of the details.
- E. Dangerous Materials: For your safety and the safety of the other residents at the apartment property, do not store loaded firearms, explosives, volatile substances or dangerous chemicals in your apartment. Also, BB guns and pellet guns are not allowed on the apartment property at any time. Violations are considered a safety issue and constitute grounds for immediate lease termination.
- F. Controlled or Illegal Substances: The possession or use of controlled or illegal substances on apartment property (in an apartment, on the grounds, in the parking area) is specifically prohibited. The landlord has a no tolerance policy as outlined in the lease agreement. Violation of this policy, without regards to an arrest or conviction, is grounds for immediate lease termination. The landlord will not afford the tenant an opportunity to "cure" this lease violation. This constitutes a "one strike and you are out" policy.

## 21. Pet Policy

- A. General: Pets are permitted at this apartment property only with the written consent of management in accordance with the terms of the established pet policy and with payment of the required pet deposit. Properly certified service or assistance animals prescribed by a doctor for persons with a disability are not considered pets and will be admitted to the property without charge.
- B. Deposit: A \$200.00 pet deposit is due in advance for each pre-approved pet.
- C. Damages: The tenant is responsible for payment of the cost or repair of all damages caused by any household member, guest, pet, service or companion animal.
- D. Size & Type: Generally accepted household pets which are "house broken" and who have a current veterinarian's health certificate may be considered for approval. Puppies or kittens (pets under 1 year) are not allowed. Pets weighing over 35 pounds are not allowed. Guard dogs and dogs of typically aggressive breeds are not allowed. No reptiles are permitted on the premises. Aquariums must not



exceed ten gallons. Caged animals, such as hamsters or birds, will be charged one deposit per cage. Caged animals must be kept in cage at all times.

- E. Number Allowed: Only one pet will be permitted per apartment. One aquarium or one cage of hamsters is considered "one" pet.
- F. Waste Disposal: Tenants will immediately retrieve and dispose of any animal waste deposited outside the unit by their animal. Other residents utilize the grounds and are entitled to safe and sanitary premises. Tenant's failure to observe this rule may result in lease termination.
- G. Danger or Nuisance: Management reserves the right to require removal of any animal that poses a danger to other residents or interrupts the quiet and peaceful enjoyment of the premises by other residents or is causing damage to the apartment premises. If tenant refuses to remove such animal upon written request, tenant's lease may be terminated.
- H. Unattended Animals: Tenants may not allow animals out of the apartment unattended and not on a leash. When outside the apartment, animals must always be accompanied by a household member and be on a leash. Tenants may never leave an animal tied up outside unattended.
- I. Violation of Policy: Failure to obtain prior written permission to bring pets on the premises is a violation of the lease and may result in termination of rental agreement. Failure to follow this policy with respect to an approved pet may also result in lease termination.

## 22. Service, Assistance, or Companion Animals

- A. Written Request: Tenant household members with disabilities who have been prescribed a service, assistance or companion animal by a medical professional, may request permission to have the animal in the apartment unit. The request must be in writing. Forms may be requested from the Site Manager. Animals must comply with the standards provided in the request information packet. Tenants are responsible for providing third party verification of the disability status of the person making the request and the doctor's prescription for the service, assistance, or companion animal.
- B. Not a Pet: Service, assistance, and companion animals prescribed by a doctor to assist a person with a disability are not considered pets.
- C. Danger or Nuisance: Management reserves the right to require removal of any service, assistance or companion animal that poses a danger to other residents or interrupts the quiet and peaceful enjoyment of the premises by other residents or is causing damage to the apartment premises. If tenant refuses to remove such animal upon written request, tenant's lease may be terminated.
- D. Unattended Animals: Tenants may not allow animals out of the apartment unattended and not on a leash. When outside the apartment, animals must always be accompanied by a household member and be on a leash. Tenants may never leave an animal tied up outside unattended.
- E. Waste Disposal: Tenants will immediately retrieve and dispose of any animal waste deposited outside the unit by their animal. Other residents utilize the grounds and are entitled to safe and sanitary premises. Tenant's failure to observe this rule may result in lease termination.

## 23. Moving Out

### A. Moving Before the End of the Lease

1. With Notice: You have signed a one year lease and, except for a few special circumstances beyond your control, are legally obligated to pay the rent to the end of the lease term, even if you move out early. However, if you provide a 30-day notice of your intent to move, management will agree to allow an early withdrawal from your lease. Management does not prorate the last month's rent. You will need to pay a full month's rent for the final month, whether you stay the full month or not. In addition, you must leave the apartment clean and without damages. If you meet these conditions, Management will refund your security deposit.
2. Without Notice: If you move without providing a 30 days' notice, your account will be charged for one full month's rent at the basic rental rate past the month in which you moved out (or it was discovered that you moved out). In addition, your account will be charged for cleaning the apartment and making any damage repairs.

B. Moving at the End of the Lease: Your lease is for a fixed term. When that date arrives, your lease expires without notice. You are obligated to turn over possession of the apartment at that time. If you do not, you become in "illegal possession" of the premises. Action will be filed in District Court to force you to give up possession of the apartment premises (move out). In order to remain, you must recertify your eligibility and sign a new lease, provided this is acceptable to management. During the period you are in possession without a valid lease, your account will be charged the Market rate rent.

C. Move out Notice: Move out notices must be in writing. You can pick up a form at the apartment office or write a notice on your own stationary. The notice must specify the date you will be moving and provide a forwarding address. All adult members of the household must sign the notice. The notice must be mailed or delivered to the apartment business office specified on the lease.

### D. Move Out Inspection:

1. Scheduling: You are responsible to schedule a move out inspection with your site manager before you leave the premises. The inspection will be made during daylight hours only and only after all of your possessions have been removed from the apartment, it has been thoroughly cleaned, and you are ready to hand over possession to management.
2. Inspection Criteria: During the inspection, the condition of the apartment at move out will be compared to the condition of the apartment at move in as recorded on the "Check-in / Check-out Inspection" form. The apartment had been thoroughly cleaned and the carpets had been professionally cleaned prior to your move in. We expect to get the apartment back in the same condition. The apartment must be cleaned and ready for the next tenant to move in and the carpets must have been professionally cleaned after all of the tenant's personal belongings have been removed. The site manager will inspect the stove, oven, behind the stove, vent hood, grease filter, refrigerator, cabinets, shelves, light fixtures, fan blades, window treatments, bathroom and plumbing fixtures, etc. for cleanliness and condition.
3. Professional Carpet Cleaning: You may either provide the site manager with a receipt from a professional carpet cleaning service showing the carpets have been professionally cleaned, or you may elect to have the site manager take care of the carpet cleaning after you turn over possession of the unit. If you elect the latter, your account will be charged for the actual cost of having the carpets professionally cleaned.

4. Required Repairs: Tenants may not make needed repairs such as painting, repairing nail holes or other blemishes to walls, doors, cabinets and trim. Qualified maintenance personnel selected by management will complete all repairs. The tenant will be responsible for the actual costs of repairs that exceed normal wear as provided in the lease agreement.
  5. Completing the Check-in / Check-out inspection Form: During this inspection, you and the site manager should agree on any additional cleaning and on any needed repairs or damage charges that will be charged to your account. Both you and the site manager will sign the Check-out inspection form, and each will keep a copy.
  6. Leaving Without an inspection: If you leave without arranging for a joint move-out inspection with the site manager, the site manager will conduct the inspection without you and complete the check-out inspection form. If you do not attend the move-out inspection, you are accepting the move out inspection as performed by the site manager without recourse.
- E. Forwarding Address: It is imperative that we have a forwarding address to provide you with the final accounting of your rent and security deposit accounts. If you fail to provide a forwarding address, the final accounting and any refunds will be mailed to your last known address.
- F. Refund of Security Deposit: Your security deposit will be refunded within 30 days of your actual move out date if you provide a 30-day written notice. Your deposit refund check and an accounting for any deductions from your deposit will be mailed to the forwarding address you furnished or to your last known address.

## 24. Public Transportation Schedule

You may contact the city clerk's office or the Department of Human Services to obtain information regarding public transportation available in the community.

## 25. Lock Outs and Lost Keys

- A. During Posted Office Hours: If a tenant is locked out of their apartment during the hours the site manager is on duty, the site manager will open the tenant's apartment without charge.
- B. After Posted Office Hours: The landlord does not provide 24-hour management at the property. If a tenant misplaces their key and gets locked out at times other than hours the site manager is on duty, there are three choices.
  1. Wait until the manager is on duty and the manager will open the apartment without charge.
  2. Obtain the services of a locksmith to open the door and make a new key if necessary.
  3. The site manager may, at their own discretion, return to the property and open the apartment. If the site manager so chooses, the site manager may charge the tenant an amount not to exceed \$25.00. The site manager is not required by management to return to the property after hours and is at liberty to set the amount to be charged for returning to open the apartment, if they so choose.
- C. Replacement of Lost Keys: The tenant is responsible for the cost of having additional or replacement keys made for their unit, if tenant loses their only key, management will provide additional keys at a charge of \$10.00 each.

## 26. Apartment Office Information

The apartment office address is listed on the first page of your lease agreement. The phone number is listed on the property sign as you enter the apartment property. Emergency numbers are listed on the bulletin boards in both the office and laundry (where a laundry is provided).

## 27. Other Subsidy Requirements

There are no additional rules applicable to this property regarding federally funded rent subsidy.

## 28. Lease Violation Policy

- A. Legal Notice: A "Lease Violation Notice" is the landlord's method of providing legal notification to the tenant under the terms of the Lease Agreement, Landlord & Tenant Laws, and Federal Program regulations that the tenant has violated some covenant of the lease, laws, or program rules. The lease violation specifies the following information:
1. Description of the infraction
  2. How the infraction can be cured
  3. The date by which the infraction must be cured
  4. Failure to cure will result in lease termination
- B. Monetary Violations: Monetary violations occur when a tenant is past due in paying rent or other just charges to the tenant's account. A 5-day cure period is generally applicable to monetary violations.
- C. Non-Monetary Violations: Non-Monetary lease violations typically include such items as disturbing the peace, unsatisfactory housekeeping, unauthorized household members, inoperable cars in the parking area, etc. Typically, a cure period of at least 10 days is provided.
- D. Health & Safety Violations: Violations that place persons or property in eminent danger of life, injury, or damage fall into this category. The landlord has the right to demand immediate correction of the violation and may exercise the right to immediately terminate the lease if the correction is not made. In some cases, the landlord may provide a 24- to 48-hour cure time but is not required to do so.
- E. Failure to Cure: If the tenant does not cure the lease violation, the landlord may terminate the lease agreement. At that point, the tenant is obligated to move out immediately, leaving the apartment clean and undamaged. If the tenant does not return possession of the apartment to the landlord immediately, the landlord can file a Forcible Entry and Detainer action in the District Court seeking relief from the Court.
- F. Cured Lease Violation: If the tenant cures the violation in the time and manner prescribed by the lease violation document, the tenancy may continue undisturbed and without further consequence to the tenant except as noted in "28.G" below.
- G. Repeated Lease Violations: If the tenant accumulates three or more lease violations during a 12 month or shorter period of time, the landlord may immediately terminate the tenant's lease whether or not the violations were cured as specified. Landlord's leniency towards the tenant in not exercising landlord's option to terminate the lease upon issuance of the third lease violation does not waive or limit the landlord's rights to exercise this option at any future time deemed appropriate by the landlord.

## 29. Lease Terminations & Evictions

- A. What a Lease Termination Means: Your lease is for a one-year period of time, and both you and the landlord are obligated to that lease period unless otherwise terminated early. Your lease can be terminated early by mutual agreement of both parties. For example, if you give a 30-day notice and management agrees to accept your notice and end the lease at an agreed upon time. Also, either party can give a notice to the other party that the lease is being terminated for just cause according to the terms of the lease. (Remember, the lease is a business contract and is governed by the laws of the state.) Most often, the landlord will issue a lease termination notice to the tenant because the tenant has violated a lease covenant and has not cured the violation satisfactorily within a specified time given in the landlords notice of lease violation. The termination date becomes the new ending date of the lease contract. The tenant is obligated to vacate the apartment and turn over possession to management. Failure to do so places the tenant in illegal possession of the property for which management can seek an eviction from the court of appropriate jurisdiction.
- B. What Eviction Means: An eviction is an action of the court to force a tenant to vacate an apartment and turn over possession to management after the case has been presented to the court. A record of an eviction will be listed on an individual's credit report history for several years and will be detrimental to leasing housing in the future. Evictions should be avoided at all cost. Landlords do not like to do evictions but would rather work out any problems with the tenant. Evictions are typically the landlord's last resort when a tenant becomes uncooperative or unresponsive.
- C. Typical Causes of Lease Termination: Leases may be terminated early for a number of reasons, all of which are listed in the lease contract. A few of the most common reasons are as follows:
1. Past due rent
  2. Unpaid damage charges
  3. Uncorrected lease violations for disturbing the peace
  4. Uncorrected lease violations for inadequate housekeeping
  5. Uncorrected lease violations for unauthorized household member
  6. Uncorrected lease violations for unauthorized pet
  7. Recurring lease violations (3 or more in 12 months)
  8. Possession or use of illegal drugs or drug paraphernalia on the apartment property (in an apartment, on the grounds, in a car, or in the parking lot). The landlord has a no tolerance policy. One violation will result in lease termination.
- D. Lease Reinstatement Agreement: After a formal lease termination notice has been issued to the tenant, it is possible for the landlord and the tenant to solve their disagreements and agree to continue the lease. This is optional (voluntary) for both the tenant and the landlord and neither are obligated to reinstate the lease. If they elect otherwise. A Lease Reinstatement Agreement must be signed by both parties specifying the agreements reached and the desire to continue with the original lease.