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TENANT HANDBOOK AND APARTMENT RULES

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TENANT HANDBOOK AND APARTMENT RULES

WELCOME:

GREEN DEVELOPMENT COMPANY extends a warm welcome to you and your family. We are pleased to have you living with us in this apartment community. Considerable time and effort has gone into the planning and construction of this apartment complex. How enjoyable your stay will be depends to some extent on the other Residents and the Management, but primarily it depends on you.

The atmosphere you create in your own home will affect your neighbors and the other Residents in this apartment community. For this reason, we hope you will strive to create an environment of peace and harmony by respecting your neighbor's rights and cooperating with the rules and suggestions of the Management.

In this handbook, we have provided rules and regulations to supplement your lease and several suggestions that we hope will help make this community a pleasant place to live. Because the residents live closely together in an apartment community, cooperation and a certain standard of conduct is required. However, by treating your rental unit as your own home, taking pride in its upkeep and maintenance, and treating your neighbors with respect and consideration, many problems will be avoided. As a result, you will find that your neighborhood is a more harmonious and peaceful place to live.

We hope you will enjoy living in this community and will in turn help others to enjoy it too.

Throughout this handbook, the terms resident and tenant are used interchangeably; as are the terms manager, caretaker and management; and the terms project, complex, development and owner. Please remember, the manager is there to assist you with lease and housing issues. It is our desire to have all verbal communication from tenant and manager or manager to tenant to be professional at all times, regardless of the situation.

THE APARTMENT LEASE: The Lease Agreement is a contract between you, the Resident, and the apartment Owner and Management. It is legally binding on both parties, so please be sure you have read it and understand it thoroughly. The most common cause of misunderstandings between and among tenants and the management is failure of one of these parties to abide by the terms

of the Lease. Some of the most important parts of your Lease are explained below, along with the additional rules established by management to protect the safety and enjoyment of all residents:

- I. RENT: Your rent must be received on or before the first day of each month to avoid noncompliance. If we do not receive your check or money order on time, the delinquency may result in the termination of your privileges under the Lease. Payments may be made in person or mailed to the manager/caretaker or the Green Development Company office. Payments are credited on the day of receipt. The tenant bears the risk of loss for items lost in the mail or drop box. If you pay by check, your canceled check will be your receipt. Make sure that you get and keep your receipt for any payments made in person, since this is the only evidence we will consider in a dispute. CASH PAYMENTS ARE NEVER PERMITTED and site employees are not authorized to accept such payments.
 - A grace period for rent payment is provided until the tenth (10th) day
 of the month. A lease violation for late payment will be issued after
 the fifth (5th) of the month and a late charge of \$10.00 is assessed for
 rent payments received after the tenth (10th). Failure of management
 to take action when rent or other charges become delinquent does
 not in anyway release the tenant from their obligation to pay such
 charges after the due date.
 - A \$28.00 charge is assessed for each returned check. If a tenant's check is returned due to insufficient funds or any other reason. Management may require that only a money order or cashier's check can be accepted as payment in the future.

Because of problems experienced by some of our tenants, we want to remind you that all parties to the lease have joint and several liability for all rent, charges and damages. This means that, if your roommate does not pay his share or tears up the apartment, you could be required to pay the full amount. You are advised to choose your roommates wisely.

II. SECURITY DEPOSITS: Before moving into this apartment community, you paid your first month's rent and a security deposit to cover any unpaid charges that you may owe when you leave. A member of management has checked the apartment prior to your move-in and anything out of order has been scheduled to replace or repair.

You should carefully check your apartment when you move-in, noting any problems on the "Move-In/Out Inventory and Condition Form". Unless

noted otherwise on the inspection report, your apartment is assumed to be clean and free from defects and you will be charged for defects noted when you check-out. For this reason, it is suggested that tenant should accompany manager at every inspection during the lease period when able. If you do not choose to schedule a move-out inspection, you will waive the right to contest any move-out charges.

Your security deposit will be refunded to you by mail after you move, provided that:

- Your lease term has expired or you have terminated for good cause, as stated in your lease, and all other terms of the Lease agreement have been met.
- 2. You do not owe us any rent or other charges.
- You have paid for all utility charges and damages for which you are responsible.
- You have cleaned your unit thoroughly enough that there is no cleaning to be done after you leave that would involve expense to the development.
- There is no cost for repairing or redecorating your apartment beyond damages resulting from reasonable wear and tear.
- 6. You have given us a full thirty (30) days notice that you intend to move so that Management can rent the unit promptly and not lose any money because you failed to let us know in time. This may be done by signing a "30-Day Notice of Intent to Vacate" at the manager/caretaker's office or sending such a notice to arrive at the Management office thirty days before check-out. The date we receive your notice is the date used in determining if proper notice was given. If you mail your notice, please call to confirm that we have received it, because any notice which we do not receive will not be considered for security deposit refund purposes.

It is to your advantage to send notice of your intent to vacate, even if we will not receive the notice a full thirty days before move-out. If we are able to rent your apartment within thirty days of your move-out, you will only be charged rent for the time the unit was vacant. Tenants not giving notice will be responsible for a full thirty days of rent after the date they move out or full balance of lease until the unit is leased by another household.

You have turned in all keys to the apartment prior to check-out.

- If you are still in possession of the apartment on the first day of the month after your notice to vacate, you are responsible for the full months rent of that month.
- III. CERTIFICATION/RECERTIFICATION: Your rent is determined by your income and family status. For this reason, changes in income must be reported to the Management Office or Site Manager immediately. The change may have an effect on your rent. Willful failure to report a change in the income or in the members of your household is unlawful and may result in eviction, fines, and/or imprisonment.

The status of each Tenant is to be reexamined at least once a year, in accordance with the HUD, Rural Development (RD), and/or state housing tax credit certification policy. If, as a result of this recertification, you are ruled ineligible for continued occupancy, you will be notified in writing and will be given thirty days or until the end of the lease, which ever is greater, to move from the development.

The Apartment Lease agreement will terminate if, at any time, it is determined that the Tenant household has failed to timely recertify, provided false or misleading information, or fails to meet the occupancy and/or Low-Income Housing Tax Credit eligibility criteria.

IV. GUEST POLICY: Guests of Residents who stay in units longer than three (3) consecutive days will be required to give their names and indicate their approximate length of stay to the Site Manager or Management Company. If a guest of a Resident stays in the Apartment more than fourteen (14) days during any forty-five (45) day period, the Resident must obtain written permission from the Management Company. If the guest is staying for an extended time, the Resident may be required to add said guests to the lease. Management's approval is required to add a person to the lease and will be given only upon proper verification of their income and eligibility. Residents who must have a temporary guest for more than fourteen days due to illness are required to furnish the Management Company a doctor's certificate stating that such a person is required.

V. TENANT RESPONSIBILITIES:

- 1. To pay your rent promptly.
- 2. To conform to all the provisions of the Lease. To do this you must be familiar with its contents, so please read your lease carefully.
- 3. To be economical in the use of water and electricity to help us keep the rents low.
- 4. To take care of all equipment in your home.
- 5. To keep noise to a minimum.

- To maintain your front, side, and rear walks as well as garbage areas.
- To ensure that you or your guests do NOT:
 - a. Play in trees or shrubbery.
 - b. Deface or damage buildings or other property.
 - c. Play in streets or on the roofs or in dumpsters.
 - d. Leave unattended toys, bicycles, or other items on the project.
- 8. To report any needed maintenance in a timely manner.
- 9. To take pride in your home and make it the best possible.
- 10. No portable or other swinning pools allowed on any property.
- 11. No playground equipment including swing sets other than items installed by the apartment complex are permitted.
- 12. Portable dishwashers are prohibited.
- 13. Portable washing machines are prohibited.
- 14. Portable clothes dryers are prohibited.
- Garden hoses are not permitted unless approved and never left unattended.
- 16. Dish or Direct can be approved if the following has occurred:
 - Written request made by tenant or co-tenant only
 - Approved by Regional/Area Manager in writing for the following:
 - If Dish is installed the tenant/co-tenant must use permanent marker on the back of the Dish and identify the unit number
 - The dish may be connected through the window or on a pole, but never attached to the roof or a building. All wiring must be secured neatly
 - Underground lines must be covered
 - It must be clear from any direct traffic
 - All dish or direct type device is removed by tenant at time the service ends
 - All holes will be filled with top soil
 - Should there be any damages to the interior or exterior of the unit during any time that has been caused by the service; the tenant will be promptly charged
- 17. All flower or bush areas are part of the lawn care. Should you have a request to add anything to these areas near your unit; it must be with written permission and maintained by the tenant.
- Outside water faucets are not for personal use. Don't remove any locks from any outside faucets.
- 19. Mail boxes must be kept in working order. You will receive a key for your box if applicable, however, once a key is issued for that box there are no copies. It is very important that you keep it in a safe place and ensure it is returned at the end of your lease period.
- 20. All picnic and charcoal areas are to be cleaned after use.

- 21. The swings and playground toys are for appreciation of all tenants. Please ensure care is given to these items.
- 22. The grounds around your area and playgrounds are to be kept clean.

The main idea is to keep your apartment and the entire apartment community beautiful for the greater enjoyment of your family and the next family that moves in, and to keep operating costs at a minimum in order to provide the lowest possible rent.

VI. CONDUCT OF TENANTS, GUESTS AND OTHER PERSONS ON COMPLEX

As a forward to this section, we want to remind you that Management has limited ability to deal with disputes between tenants. Before bringing a problem to the manager/caretaker, ask yourself these questions:

- A. Does this problem affect the health and safety of the property and its residents or is it a personal problem that I should solve myself?
- B. How would I handle this problem if I rented or owned a single family home?

You are encouraged to first talk to your neighbor about any disturbing conduct and attempt to resolve the matter between yourselves. If you cannot correct the problem by talking, you may need to call the police or sheriff's office.

DISTURBING THE PEACE, THREATENING BEHAVIOR, AND ILLEGAL ACTIVITY ARE MATTERS FOR THE LEGAL AUTHORITIES AND WE MAY NOT BE ABLE TO ACT ON THOSE PROBLEMS WITHOUT A POLICE REPORT.

- No peddling, soliciting or commercial enterprise is permitted in the community without prior consent of the Management. Residents should immediately report to the manager and/or local police any solicitors or suspicious persons on the premises.
- Disturbing noise is not permitted at any time. Radios, televisions, stereos and musical instruments may be played only at reasonably quiet levels and at reasonable hours. Noise levels inside and outside apartments will be restricted between 10:00 p.m. and 7:00 a.m.
- 3. For everyone's safety, moving furniture and household goods into and out of the apartments is restricted to the daylight hours between 7:00 a.m. and 8:00 p.m.
- 4. Disorderly conduct, abusive language, noisy disturbances or disregard

- of any of these rules and regulations will be grounds for your immediate removal from the rental housing development.
- 5. You will be held responsible for any damage or disturbances caused by your household members or their guests.
- Neither the Management nor the Owner will be responsible for accidents or injuries to persons or property. Equipment furnished on the grounds is solely for your convenience and its use is unsupervised. Residents assume all responsibility for the use of the property.
- Neither the Management nor the project Owner accepts any responsibility
 for any loss of property by fire, theft, winds, floods, or other natural
 acts. It is strongly recommended that tenants obtain renter's insurance
 to protect their possessions.
- 8. The Tenant and members or guests of the tenant's household must not engage in or permit:
 - a. any criminal activity, including drug-related criminal activity (The term drug-related criminal activity means the illegal manufacture, sale, distribution, or use of; or possession with intent to manufacture, sell, distribute, or use; an illegal controlled substance.) whether in the unit or at other locations on or near the project; or

any other unlawful activity in the unit or on or about the project premises or crimes involving moral turpitude or physical assault anywhere.

Any such criminal activity shall be cause for termination of tenancy.

- Any substantial, continuing or repeated violation of these rules and regulations, or taking part in any activity that causes damage to a dwelling or property or seriously interferes with the comfort or safety of another resident, shall be grounds for termination of your lease.
- You should immediately notify the Management of hazardous conditions which are in violation of these rules and regulations.
- Any complaints you have should be made to the Management in writing and signed. Verbal complaints are the same thing as rumors and will not be considered.
- 12. Management reserves the right to add to or alter these rules and regulations as circumstances require. You will be advised in writing of any changes to the rules and regulations of this complex and will be given 30 days before these rules become effective. During this 30

day time frame, you may appeal these changes in accordance with HUD or RD tenant grievance and appeals procedures.

VII. PHYSICAL CHANGES AND ALTERATIONS

- . 1. No clothes lines will be permitted on the building or premises.
 - Entrance locks or deadbolts may be changed only by management personnel. A charge of \$25.00 will be assessed for a requested change of locks. If your unit is not equipped with a deadbolt lock, one will be installed without charge at your request. Unauthorized locks or deadbolts will be removed at Resident's expense.
 - If Tenant leaves without turning in the keys, an additional \$10.00 will
 be charged to Tenant. To avoid this charge, you must turn in your
 keys when you check out of an apartment. If you do not turn in your
 keys immediately upon move-out, you will also be charged for a lock
 change.
 - Drapes or blinds cannot be changed without prior written permission of the Manager.
 - 5. Foil, decals, posters, or any other objects may not be attached or placed on or about windows or doorway entrances.
 - Storm doors may be added only with Management's written permission and at Resident's expense. Storm doors or other attachments become part of the apartment unit and must remain with the unit when Resident moves out.
 - Plastic/rubber stars/flowers or similar "stick-ons" are not allowed in bathtubs or showers. These items promote rust. Rubber mats may be used, but must be removed to allow water to drain and not stand in tubs.
 - No solid outdoor mats are allowed on second floor wood porches/ balconies. Water needs to drain so it doesn't soak into the wood.

VIII. AUTOMOBILES

- Vehicles may only be parked in designated parking spaces and car wheels must be kept off the grass at all times.
- Due to the limited number of parking spaces available, residents shall not park, maintain or keep an unlicensed or inoperable motor vehicle on the complex grounds.
- No more than two vehicles per unit are permitted to be parked in parking lot.
- 4. No assigned parking spaces.
- 5. Inoperable and "junk" cars will be towed away at the owner's expense.
- No washing, repairing or lubricating of motor vehicles will be permitted in the complex area.

- Loud mufflers, large trucks (more than one ton) or other oversized vehicles are not allowed on the complex property or on the streets adjacent to the complex and RVs boats, trailers, and/or campers are not allowed on the parking lot.
- Motor vehicles may not be operated in excess of 10 miles per hour on the project premises.
- Motor vehicles leaking oil, gas, or other substances are not allowed on the parking lot.

IX. DRIVEWAYS, SIDEWALKS, LANDSCAPE AND OTHER COMMON AREAS

- For safety and appearance, bicycles, toys, grills, boxes, etc. shall not be left on walks, stairs, stairwells, entryways or patios.
- Residents or guests are not permitted to play on walks, balconies, parking lots, laundry rooms, or outside designated areas.
- 3. No trash, bottles, paper, or other waste shall be left in any public place. Residents shall place refuse in plastic garbage bags, then place and cover the refuse in the designated waste receptacles. Car ash trays may not be emptied in the parking lot. Cigarette butts are not to be thrown on ground. Residents will be charged for trash removal, if trash is found on the grounds or porch near your rental unit. Please help us keep the complex clean.
- No signs or advertising materials will be permitted to be posted on the complex.
- Do not allow paper, rags, bottles, or other trash to accumulate around your rental unit. No poles or similar structures may be erected.
- For security purposes, notify Management of any extended absences and furnish a phone number and address where you can be reached in an emergency.
- Any plantings or shrubs, perennial or annual, must be approved by Management and become the property of the project, unless written exception is given by the Management.
- 8. Please remember your keys. The Resident will be charged a \$10.00 fee if the manager/caretaker has to unlock a unit during their posted office hours. If a unit has to be unlocked at other than the posted hours, the manager is not required to assist you and you should call a locksmith. If the manager/caretaker is available after hours, a \$25.00 fee (due to the cost of fuel prices) will be charged to be paid at time of service (Note that this is still much cheaper than the charge to repair the damages you cause trying to let yourself in without a key).
- Individual public sales, garage sales, or auctions are prohibited on the premises. Tenants are prohibited from conducting any business from the apartments, including commercial child care.

- No consumption of alcoholic beverages will be permitted in public areas of the complex.
- The Owner or Management Agent has no duty to remove any ice, sleet or snow from the property, but may remove any amounts of ice, sleet or snow with or without notice to tenants.
- 12. Clubrooms are open and available for tenant use during office hours. Tenants may freely use the clubroom during office hours. Arrangements for use of the clubroom during non office hours will need to be made in advance and the room reserved. Green Development will not sponsor any organized clubroom activities such as bingo, birthday parties, dinners, etc. The clubroom is available only for tenant use or tenant hosted activities. The clubroom will not be available to the general public for non-tenant activities. Rental of the clubroom for tenant hosted activities after office hours will require reserving the clubroom with seven (7) days notice and a refundable cleaning deposit of \$75.00. NO CASH ACCEPTED. Any unused portion of the deposit will be returned within 14 business days.

X. HAZARDOUS MATERIALS AND CONDITIONS PROHIBITED

- Waterbeds and pianos are not permitted without Management's written approval and even then are only allowed in downstairs apartments. For waterbeds, tenant must show proof of insurance to cover any damages that might occur due to a rupture or leak in the waterbed. The Tenant is responsible for any damages to his apartment or the surrounding units that result from a waterbed or aquarium kept in the Tenant's apartment. NOTE: Because of structural limitations, ABSOLUTELY NO waterbeds or pianos are allowed in upstairs apartments. NO exceptions will be made.
- Running exposed wires to fixtures or supplying electrical current from one apartment to another is strictly prohibited.
- 3. Due to fire hazard, furnace closets are not allowed to be used for storage.
- 4. No material that could present a fire hazard or attract vermin is permitted to be stored in your rental unit. Flammable or explosive materials items such as fireworks, gasoline, and flammable solvents are not allowed to be brought into or stored in any enclosed part of the premises.
- 5. When a Pest Control Visit has been scheduled, as per your lease, access to the unit is required. You will be notified when items must be removed from cabinets, closet floors and baseboards. Failure to comply is a Lease infraction and may result in eviction. You will be charged for any follow-up visit that is required by your failure to comply with these instructions.

- Items are not to be stored in the hot water closet or the heat and A/C closets.
- Excessive plastic bags stored are prohibited as they attract vermin and pests.
- Additional storage items, when not in unit, must be in a plastic type tub. Cardboard boxes and plastic bags are prohibited (fire and vermin).

XI. PATIOS, BALCONIES AND ENTRYWAYS

- Resident is responsible for cleanliness of Resident's apartment, including area at entryway to apartment.
- Throwing trash or shaking of rugs and dust mops from windows or balconies is prohibited.
- Resident will be responsible for the cost of repairing or clearing commode and other fixtures and drains which are used for purposes other than those for which designated.
- Resident will not be allowed to store cleaning equipment or other items on the patios, balconies, entryways, or grounds.
- Bar-B-Que grills, charcoal grills, and smokers are not allowed to be used on the premises or stored on the balconies, in hallways or breezeways, or inside the apartment.
- 6. Railings are not to be used as a clothes dryer.

XII. PET POLICY

Only domesticated animals, as listed below, are permitted as pets. Pet rules must be signed and accepted by the tenant and a pet deposit, above and beyond the security deposit, must be paid in full prior to the pet moving in. For tenants who are receiving HUD project based rental subsidies in the Elderly designated projects, the initial deposit for a pet in the household will not exceed \$50.00 at the time the pet is brought onto the premises with the remaining deposit being paid at a rate not to exceed \$10.00 per month until paid in full.

The following rules and requirements listed below must be met in order to have a pet:

- Management must be notified, pet must be approved, rules and requirements for pets must be signed by tenant.
- 2. No pet weighing more then 30 lbs full grown will be allowed.
- 3. Only 1 pet per household will be allowed.
- 4. Because of structural concerns, aquariums larger then 5 gallons are restricted to first floor units only and no aquarium larger then 40 gallons will be permitted in any apartment.
- 5. If owner of animal, please ensure your carpets are cleaned regularly. The resident agrees that the pet deposit will not be refunded until they have vacated

the apartment and that refunds will be made only after applicable deductions for all required cleaning and repairs. The pet deposit will NOT be refunded until move-out, even if the tenant no longer has a pet.

- 6. Animal-sitting for a tenant is prohibited.
- 7. No animal can be unattended at any time.
- All animals must be on a hand held leash at all times and the owner must have the handle to their leash in their hand.
- The owner is responsible to remove all animal waste immediately and dispose of it properly.

Allowable animals for pets:

Cat

Dog (under 30lbs full grown)

Gerbals, Hamsters, Guinea Pigs (in a cage)

Birds (in a cage)

Fish

Anyone caught with an unauthorized pet, will receive a tenant charge for carpet cleaning in the amount of \$150 and will then be required to pay a pet deposit and sign and follow the pet rules and requirements. If the steps to have a pet are not followed; residents will be in violation of the tenant rules and will receive a 14-30 day notice per paragraph 20, page 8 of the Lease Addendum for General Lease Terms.

The project manager has authorization to remove from the project any pet whose conduct or condition is duly determined to constitute a nuisance or threat to the health and safety of other tenants or members in the project or persons in the surrounding community.

NOTE: Assistance animals and required companion animals are not considered pets. Therefore a pet deposit is not required but verification of need for the animal may be required from a qualified professional. Assistance animals and required companion animals must be accompanied by a responsible individual and kept on a leash or in an appropriate carrier and should not be chained up outside so these animals may perform their specific duties as assistance or companions.

Any damages caused by assistance/companion animals are the sole responsibility of the tenant.

Dangerous or disruptive animals which pose a direct threat will not be permitted under any circumstances.

XIII. TELEPHONE SERVICE

Arrangement for the installation of telephones must be made directly with the telephone company. If you decide to install a telephone, the outlet provided must be used. Any other arrangements must be cleared through the Management. Additional phone lines must be approved by writing, requested, and approved.

XIV. TELEVISION

No outside television antenna or dishes will be permitted. Adequate service has been provided on the community grounds.

XV. DECORATING

Decorating your interior apartment is permitted, however, you will be charged for all damages. Exterior decorations are not allowed.

In accordance with your lease, altering, repainting, or in any way changing the decorating scheme of your unit is not permitted without written permission from the Management. It is permissible to hang pictures, mirrors, etc., from the walls, provided that appropriate picture-hanging hardware is used. Screws, nails, and adhesive hangers are not permitted. You will be charged to repair any obvious holes remaining in the wall when you move-out.

XVI. REPAIRS AND REPLACEMENTS

Although your apartment is well built and well equipped, some things can be expected to wear out. In such cases the project will make the repairs without charge, except in the case of light bulbs. The apartment is furnished with functioning bulbs when you move in and you are expected to buy your own replacements.

You will be charged for any damage that results from your negligence or from the negligence of your guests or family members.

The Management will repair any defect you report, such as clogged toilets, sinks, bathtubs, etc. To help prevent service calls, please use common sense and do not put anything but liquids down the sink and never use sinks or showers without the strainer in place. Matted hair and other kinds of waste will clog drainpipes. Keep in mind that you will be billed for plumbing repairs that are caused by carelessness on the part of you, your family, or your guests.

For your own safety, and the safety of your neighbors, DO NOT ATTEMPT TO MAKE YOUR OWN REPAIRS.

XVII. THINGS TO REPORT TO MANAGEMENT DO report the following:

- Births, deaths, other changes in family size, and changes in income.
- Extended absences, long-term guests, fires and damages or injuries. Obviously, in cases of fire or injury you should call the Fire Department or Ambulance immediately, and THEN notify the Management.
- 4. 3. Hazardous conditions and rules violations.

DO NOT report the following:

- Personal disputes, rumors, or complaints you are not willing to put on paper - Management simply cannot act on these matters.
- Disturbing the peace or other criminal activity Report these matters directly to the police or other legal authority.

XVIII. ANNUALELIGIBILITY AND RENT DETERMINATION

In projects with federal financing, federal law requires the Management to report each year on the income of all occupants, the size of their families, the rent charged, and so on. You must provide this information. The penalty for giving false information is stated on your certification.

XIX. INSPECTION

The Management reserves the right to enter your apartment to make repairs, paint or make periodic inspections with or without tenant being present. Each Tenant will be given adequate notice prior to the inspections. It is suggested the tenant be available for scheduled inspections or repairs when possible. If the condition of your apartment is not clean and sanitary you will be notified in writing and be expected to correct the problems that are outlined in the notice. There will be a time provided for re-inspecting the apartment. If the condition of the apartment has not changed as requested, your Lease will be subject to termination.

XX. MOVE-OUT AND CLEANING INSTRUCTIONS

Be sure that you have given a full thirty (30) day notice, as explained in paragraph II.6., on page 3 of this booklet, and made an appointment for the check-out inspection with your manager/caretaker. You need to be present during the check-out appointment and turn in all keys at that time. Failure to maintain utilities and be present at check-out is an automatic forfeit of Security Deposit. Before checking out of an apartment, you should follow these cleaning instructions:

 Remove all shelving paper. Dust or wash all cabinet and closet shelving and drawer interiors.

- Clean and wax (ex. "Pledge") all cabinet doors, drawers, baseboards, window sills, and interior doors.
- 3. Clean all tile and vinyl floors.
- Clean bathroom vanity, lavatory, toilet, bathtub, and entire tub tile area, using liquid cleaning agents. Mildew may be removed from tile grout with bleach or special cleaning products (such as X-14).
- Replace all burned out bulbs with correct type and wattage (60watt).
- Clean entire range, including range top, drip pans, area under drip pans, oven shelves, oven, and oven door. Be sure to clean the sides of the oven door. Pull range out and clean the sides and underneath. Replace drip pans if needed.
 - Clean vent hood and wash vent filter.
- Clean kitchen counters, including the backsplashes. Check for hardened grease behind range.
- Clean refrigerator and pull out and clean behind, on sides and underneath. Remember to clean the seal.
- Vacuum and shampoo all carpets. Receipt for proof of shampooing must be presented at move out.
- 11. Clean inside of all windows.
- 12. Remove picture nails and wall hanging devices.
- Clean dishwasher inside and out. Be sure to clean sides and bottom of door and around plastic seal in door.
- 14. Remove all trash from premises.
- 15. Wash down the front door.
- 16. Replace furnace filter.
- Dust furnace air vent grills in each room including return vent grill in hall.
- 18. Replace smoke detector batteries, if necessary.
- Dust all light fixtures and wash front porch light, if it can be reached without a ladder.
- Clean walls of excess dirt marks, especially around light switches.
 Use liquid cleaner or soap and water. Do NOT touch up paint.
- 21. Clean drapes if stained or dirty beyond normal wear.
- 22. Make sure that any fire extinguishers are fully charged.
- Dust blinds. Check with manager on size of blinds if they need replaced.

If you follow these cleaning procedures, have given a <u>full</u> thirty-day <u>written</u> notice, turned in your keys, and have not broken your lease, you should be able to reclaim your security deposit. You will be charged for batteries, light bulbs, filters, and other items that must be replaced.

XXI. SUMMARY: The Apartment Lease Agreement and the rules provided herein have been designed to ensure that each of our residents is able to enjoy the community. We hope that you enjoy your stay with us and are interested in any suggestions you might have on how we can better serve you and your family.

HELPFUL HINTS TO RESIDENTS

- OUR OBJECTIVE: We will make repairs that are needed as soon as we
 possibly can. Emergency calls, of course, will be handled quickly. Please
 read the following information carefully. It sets out your responsibilities
 and our responsibilities with regard to service calls and states who is
 responsible for the cost of the call.
- TROUBLESHOOTING BEFORE MAKING A SERVICE REQUEST
 Please help us keep rents low by not making unnecessary service requests.

Some suggestions that may help in this area are as follows:

- 1. Hot Water Tank. Before you call us
 - a. Check to see if the water is on in your apartment. (Anytime the water to your apartment is turned off, flip the breaker switch off to your hot water heater until the water service is restored. This will keep from burning up the heating element in the hot water tank).
 - b. If you have water service, check to see that the breaker to the hot water tank is on. Flip the switch off and then back on. Wait 30 minutes and see if this fixes the hot water heating problem.

If the hot water tank still doesn't work, the manager will give further instructions, call us for repair.

Please note that if you call us on a service call and the water to your apartment is off or the breaker is off, we will bill you for the service call. We will pay for the call only if there is a malfunction of the heater itself.

- Stopped Plumbing. Please try to clear the stoppage with a plunger before calling for service. If you have a problem with the plumbing in your apartment, you will be billed unless the problem is with common access pipes. If the pipe that is clogged is in your apartment, you are assumed to be responsible.
- 3. Heating and Air Conditioning. Before you call us
 - a. Check to see that your thermostat is set properly. You must switch the thermostat to the heat cycle to heat and the cool cycle to cool. Unit may have a built in delay of several minutes when switching

- between cycles.
- The fan and system controls should both be set to the "Auto" position.
- Please give the unit time to come on after you set the thermostat.
- d. If the thermostat is properly set, check the circuit breaker to make sure the switch has not flipped off. Flip the switch off and then back on.
- e. If you call for service because the thermostat was not set correctly, or the breaker was thrown, you will have to pay for the service call.
- f. The air filters will be changed by the site manager and/or maintenance staff on a quarterly basis at no charge to the tenant.
- g. On units with a heat pump, you may feel that the unit is running continuously. This is normal with these units and does not indicate a problem.
- Remember that all thermostats may have a 3-5 degree variance between thermostat setting and actual room temperature. This is normal.
- Never use your range or oven to heat your apartment. This
 overworks the appliance and creates a fire hazard.
- 4. Garbage Disposal. Help us prevent problems before they start. Do not put non-food items such as bones, silverware, etc., down the garbage disposal and always run the water when the disposal is operating and for a short time after it is turned off. If the disposal is stopped because of your misuse, the cost of the service call will be charged to you. Note: We are now removing, rather than replacing broken disposals.

Before you call us -

- Check the circuit breaker to make sure the switch has not flipped off. Flip the switch off and then back on.
- If the unit is still not working, try pushing the reset button on the bottom of the unit.
- c. If it still does not work, turn the unit with a hand tool provided with the unit. If this doesn't correct the problem, please call us.

5. Range. Before you call us -

- a. Check to see that the breaker is on.
- b. Check to see that the burner is turned on.
- Check to see that the heating element is firmly plugged into the element receptacle.

- 6. Oven. Before you call us
 - a. Check to see that the breaker is on.
 - b. If oven has timer, check to see that the dial is on the setting for manual
 use.
- Dishwasher. Note: We are now removing, rather than replacing broken dishwashers.

Before you call us -

- a. Check to see that the breaker is on.
- b. Check to see that the dish tray is not backwards. This will make the dishwasher leak and/or cause the soap tray not to empty. Turn the dish tray around and check to see if this corrects the problem.
- 8. Refrigerator. Before you call us
 - a. Manual defrost refrigerators need to be defrosted about once a month to allow the freezer to work properly. This will eliminate a lot of service calls on these units.
 - b. Check to see that refrigerator door has been shut completely.
 - c. Check breaker to see that it is on.

WARNING TO TENANT: Never use any object such as a knife or ice pick to defrost the unit since you can easily puncture a coil in the unit which will ruin the refrigerator.

- 9. Water Leaks in your apartment. In many of the apartment projects, the shut-off valve under the bathroom vanity will turn off all water in apartment until maintenance can get there. If this does not work, you may be able to turn off the water at the meter. If the leak is from the hot water tank or toilet, you should turn off the water supply at the tank valve. If you turn off the water supply to the hot water heater, you must unplug the unit or throw the breaker to prevent damage to the element and fire hazard. Report all leaks immediately to Management.
- Some of the most damaging water leaks result from frozen pipes bursting, which is the responsibility of the Tenant in whose unit the pipes are located. To avoid this problem, and the resulting charges, NEVER turn your thermostat completely off when leaving your unit.
- Windows. If a window or screen is broken or missing, you will be held responsible for the cost of replacement, regardless of fault.

- Doors. If a door or lock is kicked in, broken, or damaged, you will be responsible the cost of repair, regardless of fault.
- 12. Light Bulbs. It is your responsibility to replace light bulbs in your apartment and in the outside lights by the door of your apartment. Before you call us, be sure to check the bulbs. You will have to pay for the service call if the problem is found to be the light bulb. Note: Management is responsible for outdoor lights which cannot be reached without a ladder. Do not attempt to change these lights.
- 13. GFI Breakers. For your safety, Ground Fault Interrupter Circuit Breakers may have been installed in bathrooms and kitchens. These breakers flip off due to short circuits, overloads, water in the plug-in, or something being jammed into the receptacle (such as a bobby-pin). Some units have separate breakers that can be reset at the plug-in; on the others you will need to check the main circuit breaker box. Reset these breakers before calling for service. If breaker flips off immediately after being reset, notify management and do not reset.
- Gas. Notify the gas service provider and management immediately if you suspect a gas leak.
- III. MAINTENANCE TERMS: When reporting maintenance requests to the main office or the manager, you must be specific in reporting the problem to enable the maintenance personnel to bring the correct parts and tools for repair. Below we have listed some common terms for work orders. Please remember to use these terms. Maintenance requests must be in writing to the manager of the complex. All reports must come from the leaseholder/holders.
 - 1. Weatherstrip Foam or rubber strip on sides and top of a door.
 - 2. Sweep The bottom of a door.
 - 3. Threshold Raised strip below the door.
 - Striker Plate The metal part on the door jamb that the door latch fits into.
 - Plunger The part of the door knob that releases the door for opening (fits into striker plate).
 - Ballcock (Float Valve) Keeps the water tank of a toilet from over flowing.
 - 7. Flapper Valve The part that the handle lifts open to allow water

to flow out of the water tank into the stool.

IV. KEY TO ROACH/VERMIN CONTROL: Sanitation is a key to pest control. Cockroaches require adequate food, water, shelter and favorable temperatures to survive. Once cockroaches have been introduced into a structure, infestations are likely to build up much more rapidly, to be more severe, and are more difficult to control if the proper sanitation conditions do not prevail. Excessive plastic bags stored are prohibited as they attract vermin. Accumulations of materials such as garbage, rubbish, boxes, sacks, newspapers, and empty soda and beer bottles should be eliminated. Areas of excessive moisture should be eliminated. Regular cleaning of areas where scraps of food or grease accumulate is also helpful. Keep garbage in closed containers and check dog and cat foods, because roaches can live on these alone. Eliminate dripping faucets, leaking water pipes, and other sources of moisture (like water left standing in a sink).

Incoming household goods, especially old furniture, groceries and drink cartons, should be inspected for cockroaches and egg capsules. Unnecessary boxes, sacks, and other trash should be discarded.

Storing items when not in use: items must be in a plastic type tub. Cardboard boxes and plastic bags are prohibited.

In general, anything which can be done to reduce the supply of food, water, and shelter for roaches will reduce infestations and make your apartment more enjoyable. It is best to control roaches without insecticides if possible.

Immediately report any type of infestation.

NOTICE: Cockroaches have not been found to be direct carriers of disease; however, they can mechanically contaminate food or utensils by transporting filth or disease organisms on their bodies or by way of their excreta. They are suspected to be associated with the spread of dysentery, diarrhea, and food poisoning. Your cooperation in this matter is appreciated by the management and by your neighbors.

REMEMBER: GOOD SANITATION IS FULLY AS IMPORTANT AS THE USE OF INSECTICIDES.

V. ENERGY \$AVING TIPS - How To \$ave On Your Utility Bills and Conserve Energy

Thermostat. Once you have found a comfortable setting on your

thermostat, leave it there. Raising it doesn't cause the house to heat up any faster. It just causes the temperature to continue to rise beyond a comfortable point which results in higher heating bills. Never turn your thermostat down very low for brief periods or overnight. Any small savings you might make by doing so would be achieved at the price of discomfort during the reheat period on cold mornings. A reduction of about five degrees maximum at night may result in some savings and many people find it to be more comfortable sleeping conditions.

If you chose to open a bedroom window at night, close your bedroom door so that the cold air doesn't hit the thermostat and cause the rest of the house to overheat. If your bedroom has its own thermostat, this should be dropped considerably if you elect to open a bedroom window.

NEVER TURN A THERMOSTAT COMPLETELY OFF when leaving your home for a few days. A sudden cold snap could cause your pipes to freeze and burst causing substantial damage to your home.

Filters. Keep filters clean. Dirty filters will run up your cooling costs by restricting air flow and thus make your unit work harder and longer. Cleaning your filter every month will save you many dollars.

Heat. Don't add extra heat. Cut down on heat-producing uses inside the home, such as unnecessary cooking, ironing, lights, television sets, and radios that are on but not being used or watched.

Cooling. Don't overcool. A five degree change in your thermostat setting can mean a substantial decrease in your operating costs. Raise your setting to 76 degrees or 78 degrees as recommended by most air conditioning specialists. For maximum comfort, don't try to keep the inside temperature more than 15 degrees cooler than the outside temperature. Walking into a 75 degree house on a 95 degree day feels like walking into a refrigerator.

Don't try to cool the great outdoors. When air conditioners are on, keep windows closed. Check for cracks around window units. Keep outside door openings and closings to a minimum.

Temperature. If you are a working family or plan to be away all-day, raise the thermostat setting on your air conditioner by five degrees when you leave. It should only take a few minutes to bring the temperature back down when you return, and you will save on operating costs. Turning the unit off completely will probably not save money because the unit will have to work extra hard to remove the heat built up during the day and thus require a much longer cooldown period when you come home. If you plan to be away until later in the evening when cooler outside air will begin to cool your house down naturally

or, if you are planning to be away several days, shut your air conditioning off when you leave.

Dishwashing. If you wash dishes by hand, don't leave the water running to wash or rinse each plate separately.

Bathing. A shower uses considerably less hot water than a tub bath, and you get just as clean. Also, when you're shaving, brushing your teeth, or washing at a basin, don't leave the water running. You will have to pay for the water you waste.

Faucets. Call in for repairing leaky hot water faucets. One drop per second adds up to about 200 gallons per month. That's a lot of water down the drain.

VI LAUNDRY TIPS - Although you may think the Management is paying for the utilities used in the laundry room, you the consumer are indirectly paying each time you place a coin in the machines. At present you are charged only enough to minimally cover actual costs. To save money:

Wash full loads. It saves time, hot water, and electricity. If you must wash a partial load, select the water level to fit the amount of clothes.

Drying. Don't over dry clothes. This wastes electricity and sets wrinkles in the clothes.

Keep it clean. Lint traps and filters should be cleaned after each load. A clogged lint trap or washer filter reduces the appliance's efficiency.

Remember... you are paying the utility bill, either directly or as higher rent!

FAIR HOUSING POLICY STATEMENT

It is the policy of Green Companies Development Group, Inc., and its employees and associates, to provided equal housing and employment opportunity to all qualified persons without regard to race, color, creed, religion, sex, national origin, familial status, or handicapped status. If you feel that you have been discriminated against because you are a member of one of these classes, or would like to request special accommodation of a handicap or disability, please notify the Green Companies Fair Housing Coordinator by mail at P.O. Box 153, Inola, OK 74036, by phone at (918) 543-3400, or by TDD machine relay at (800) 855-2880 (AT&T). It is your responsibility to follow up all verbal communications, whether in person or by phone, with a written request or statement.

About the Rental Assistance Program

Rental assistance (RA) is available at many projects to help very low and low-income households with their rent and utilities. The number of these units is limited, however, and households that qualify for the program may be required to wait until an RA unit becomes available. Some tenants have had hard feelings about this assistance because they do not understand the procedure used to award these units, which is mandated by federal law. Therefore we are providing the following explanation:

- First priority for RA units goes to very-low income households currently living in the project. When there is more than one such household, the tenant that is paying the highest percentage of their income for rent will be first in line. Therefore, if two very low- income households have the same size unit, the one with the least adjusted income will get the next RA unit, regardless of the date of occupancy.
- 2. Second priority for RA units goes to qualified very low-income applicants on the waiting list, by date of application.
- 3. Third priority goes to current low-income tenants by need.
- 4. Fourth priority goes to low-income applicants by date of application.

As a result of this procedure, a current tenant household waiting for RA can be bumped if another tenant suddenly loses their income or if someone moves in with less income, even though the first tenant may have been waiting for a longer time. While it may not always seem fair, this procedure is mandated by federal law and cannot be changed by Management.

To help reduce the wait, Management is actively working with USDA and HUD to obtain more rental assistance units.