

COMMUNITY RULES AND REGULATIONS

1. **OFFICE HOURS:** Office hours will be posted on or near the office door.
2. **PAYMENTS:** NO CASH will be accepted at the rental office. Payment must be made by check, money order or cashier's check.
3. **QUIET HOURS:** This property adheres to all local ordinances regarding curfew hours and will enforce these laws. In addition, the property observes quiet hours after 10:00 p.m. This means that no one is allowed to roam, to play, or to congregate on the grounds, in the parking lots, or on the stairwells after 10 PM. The purpose of this rule is to ensure that everyone has a quiet environment in which to live.
4. **LAUNDRY FACILITIES:** Laundry facilities are for your convenience and will be open during the hours posted on the laundry room door.
 - a. No dyes may be used in the laundry room machines.
 - b. No one is allowed to sit on the machines or on the folding tables.
 - c. No person under the age of sixteen is allowed in the laundry room without adult supervision.
 - d. Management may prohibit the use of the laundry room by anyone who damages the facilities or causes other patrons problems.
5. **VEHICLES:** For your protection and the protection of our property, the following rules concerning vehicles apply:
 - a. WITHOUT ANY NOTICE, a vehicle may be towed away from red curbs, fire lanes, fire hydrants "no parking" zones, or from blocking any driveway or another car. Unauthorized vehicles may be towed from designated handicap parking spaces.
 - b. Anyone owning or operating a vehicle that has a flat tire, oil leak, fuel leak, expired inspection sticker, expired license plate, or that is not in running condition, will be given a 72 hour written notice to correct the condition. If the condition is not corrected within 72 hours, the vehicle may be towed away at the expense of the owner/operator of the vehicle.
 - c. Auto repairs, except for the changing of tires and other minor adjustments, are not permitted on the property. Minor repairs are generally considered those which take less than one hour of work. cars jacked-up or on blocks may not be left unattended. **No oil changes are allowed on the property.**
 - d. Motorcycles must be parked in a normal parking space. Special security measures for motorcycles must be approved in writing by the Manager.
 - e. Car washing is prohibited on the property unless otherwise designated by the management.
 - f. Recreational vehicles, boats, and trailers may not be parked on the property without the written permission of the Manager.

APARTMENT OWNER IS NOT RESPONSIBLE FOR ANY COST TO THE VEHICLE OWNER WHEN A VEHICLE IN VIOLATION IS TOWED FROM THE PROPERTY.

6. CHILDREN: Children are welcome here, but for their safety and the safety and quiet enjoyment of our other residents, certain specific Community Rules apply to their activities:

- a. Toys, bicycles, skateboards, skates, and scooters must be stored indoors or in an area designated by the manager. The manager may impound these items if they are found lying around the property.
- b. Children are not allowed to play or to loiter in the laundry room, community building, vending machine area, mailbox area, or office. Children are not allowed to climb on fences, trees, air conditioner units, electrical transformers, or electrical/gas lines and meters.

Parents/Guardians are totally responsible for the behavior of their children. You must pay the cost of all damage(s) your child causes. You are also responsible for any behavior of your child which disturbs the quiet enjoyment of other residents or results in injury to others.

You are responsible for the safety of your child. No environment is accident proof for children. You should inspect your apartment and the common areas of this apartment complex to identify sources of possible danger from which you should protect your child. Set limits on where your child may play and supervise his or her activity. If you see anything that might endanger your child, you should report it to the Manager immediately.

Bicycles, skateboards, skates, and scooters should be operated in a safe manner. You are responsible for controlling your child's use of these items. You are responsible for deciding whether conditions on the property are safe for their use or not. The management takes no responsibility for injury to the child or to others resulting from the use of these items.

7. PORCHES, BALCONIES, RAILINGS, STAIRWELLS: These areas must not be obstructed or used for storage and must be kept clear of mops, brooms, trash cans, etc. Rugs, clothes, and other objects must not be hung or draped anywhere outside your apartment.

8. TRASH: All trash must be placed in the garbage containers. You will be given a lease violation if we have to clean up your trash. You are responsible for removing discarded mattresses, furniture, and other large items. These items **may not** be deposited in the garbage containers. If we have to dispose of these items, you will be charged for the actual cost of removal plus any labor charges that are applicable.

9. STORAGE: Nothing may be stored in water heater closets or in the heater/air conditioning closets, as using those areas for storage can create a fire hazard.

10. GUESTS: You are responsible for the actions of persons visiting you and/or your apartment whether they are invited or not. Guests may not stay in the unit more than three consecutive nights within a 30 day timeframe without written permission from the manager.

11. EXCESSIVE NOISE: Conduct your activities on and about the property in a manner so as not to interfere with the rights, comforts, or conveniences of your neighbors. No musical instruments, radios, televisions, stereos, etc. shall be operated in a manner that is disturbing or annoying to other people. Loud, disturbing noises will not be tolerated at any time. Please pay particular attention to the noise level after 10:00 p.m. so that your neighbors are not disturbed.

- 12. EMERGENCIES:** Fire department or police emergencies - **CALL THEM FIRST**, then contact the Manager. Emergency maintenance requests should be reported to the Manager immediately. They will be acted upon promptly.

Report after hours emergency maintenance requests to the number posted at the office. Emergency maintenance requests consist of:

- a. Severe plumbing problems (resulting in flooding) - not minor leaks or stopped-up sinks.
- b. No electricity
- c. Gas leaks
- d. No heat
- e. Any situation that might be harmful to people or property

Be considerate of the Manager's and Maintenance personnel's evenings and weekends.

- 13. MAINTENANCE REQUESTS:** Non-emergency maintenance requests should be made at the office during office hours. Please allow 24 hours for service.
- 14. EXTERMINATING:** Exterminating is performed on a regular basis. You will be notified prior to each exterminating service. Please notify the Manager if this is not taking care of a pest problem. Remove everything from your kitchen cabinets for the exterminator. If you fail to remove everything from your cabinets, and the exterminator must return to your unit, you will be billed for any additional charges that are assessed by the exterminator for this return visit.
- 15. SOLICITING:** Door to door salespersons are not allowed on the property. Report any suspicious person to the office during office hours and to the police after office hours.
- 16. LOCKS:** Locks may not be changed or added without the written permission of the Manager. Your lease requires that management be given a key to any lock you change or install. You will be charged for the cost of rekeying or removing any lock that is in violation of this rule. You will be charged for any damages resulting from a forced emergency entry in any case where you changed or added locks without providing a key to the Manager or having the written permission of the Manager.
- 17. LOST KEYS AND LOCKS:** You will be charged \$5.00 for a new key. You will be charged \$20.00 for an after hours lockout call. The staff will not unlock your apartment for a minor child without the parent(s)/guardian(s) present.
- 18. WINDOWS:** No foil may be used on windows. No security device may be used on windows without the prior written permission of the Manager. This includes bars, boards, etc. **You may not place any furniture or other objects in front of a window if there is only one window or exit to the exterior of the apartment in that particular room.**
- 19. WATERBEDS:** Waterbeds are not permitted.
- 20. SMOKE ALARMS:** You are responsible for reporting to the manager if a smoke alarm is not working. Disabling a smoke alarm by removing it or removing the battery creates a serious safety hazard and is considered material non-compliance with your Lease Agreement.

ANY ACTION ON YOUR PART THAT RENDERS A SMOKE ALARM INOPERABLE IS A SERIOUS LEASE VIOLATION.

- 21. ABANDONMENT OF LEASED PREMISES:** Landlord and Tenant agree and stipulate That both Texas state law and HUD regulations recognize the right of a landlord to terminate a tenant's lease, and to file an eviction suit if necessary, if the tenant has abandoned the leased premises. The parties further agree and stipulate that the Landlord shall have the right if appropriate to terminate Tenant's lease, and to file an eviction suit if necessary, if Tenant has abandoned the leased apartment unit.

"Abandonment" is defined to include, but not be limited to, any one or more of the following:

1. Any act on the part of Tenant to vacate the premises without notice to Landlord and during The lease term. "Act" shall include but not be limited to Tenant and all authorized occupants of the premises vacating the premises and removing all or a substantial portion of Tenant's personal property from the premises, whether or not Tenant turns in the keys.
2. Any unexplained absence on the part of Tenant and all authorized occupants of the premises for a period of more than seven (7) consecutive days combined with a failure by Tenant to timely pay any rent or other charges during this period, and regardless whether or not Tenant's personal property has been removed from the premises or Tenant has turned in the keys.
3. Tenant shall give up their right to occupancy due to extended absence when the Tenant and all authorized occupants of the premises are absent for a period of more than sixty (60) consecutive days, or 180 continuous days for medical reasons, regardless whether or not charges are paid and regardless whether or not Tenant's personal property has been removed from the premises or Tenant has turned in the keys.
4. Any intermittent and unexplained absences on the part of Tenant and all authorized occupants of the premises during any consecutive thirty (30) day period if from the circumstances it appears to the Landlord that the Tenant is not occupying the premises as Tenant's sole place of residence or that the Tenant is using the premises for purposes other than as Tenant's sole place of residence.
5. Other circumstances which in the judgment of the Landlord reasonably indicate that Tenant has abandoned the premises. The parties further agree and stipulate that the continuing presence of any unauthorized occupant within the leased premises shall not affect nor impair Landlord's determination that the Tenant has abandoned the leased premises in any way. Provided, however, that absences by Tenant and/or authorized occupants upon explanation or notice to the Landlord are not considered abandonment provided all rent and other charges are timely paid. Provided further that nothing herein shall be construed to limit the right of the Landlord to take appropriate action against Tenant for any violation by Tenant of the lease, house rules or other lease related documents.

22. GRASS: DO NOT walk on the grass. PLEASE use the sidewalks. You and/or your guests are not allowed to park on the grass at any time.

23. OUTDOOR COOKING: No personal grills, smokers, etc. are allowed on property. You are welcome to use the grills located in the courtyards. Please dispose of all charcoal, trash, bottles, and personal items after use.

24. CONDUCT: No illegal activity of any kind is permitted on the property, including, but not limited to vandalism and harassment of neighbors and staff.

A disturbance created by you or someone visiting you or your apartment, whether invited or not, that results in the police being called to preserve the peace, to make an arrest, or to exercise any police power is substantial non-compliance with the terms of your Lease Agreement and considered sufficient cause to take legal action to terminate your right of occupancy.

Conspicuous consumption of alcoholic beverages is prohibited outside your apartment.

25. INSPECTIONS: After apartment inspections are made, you will be notified of any conditions or damages that are your responsibility to correct. You have ten (10) days to correct these items. Follow-up inspections will be made. If violations are not corrected within ten (10) days, the Manager may have them corrected, and you will be charged for the cost of making the corrections. The Manager may declare you to be in substantial non-compliance with the terms of your Lease Agreement and take legal action to terminate your right of occupancy if you do not make the corrections or if the deficiencies are major in cost or degree or if there are repeated violations.

26. YARD MAINTENANCE, *when applicable*: The yard must be watered, mowed and edged regularly, and the grass height cannot exceed four (4) inches from the ground. The existing plants and trees must be maintained by the Resident. The Resident cannot remove any plants from the yard without prior written permission from the Management. The yard must be free of litter at all times. If the Management is forced to mow and edge the yard due to the Resident's failure to do so, there will be a labor charge billed to the Resident.

27. POOLS: The pools are provided for the enjoyment of all residents. Help us keep the pools clean and safe by remember the following policies:

- Lifeguards are not provided. Swim at your own risk. For your safety, do not swim alone. Management is not responsible for accidents or injuries
- Pool hours can be obtained from the office
- Pets are not allowed in the pool area.
- Use plastic or paper containers only glass is not permitted. Consumption of food, drugs, and alcoholic beverages is not allowed.
- No horseplay (running, shoving, dunking, etc.) or throwing of objects such as balls or other personal items is allowed.

- Improper behavior, intoxication, and profanity are not allowed.
- Only proper swimming attire is allowed. A swim suit “cover up” should be worn to ad from the pool. Cutoffs may not be worm in the pol. The use of “swim pants” for infants in diapers or other individuals that may be incontinent is required.
- Respect others by keeping noise to a minimum, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash properly and keeping pool gates closed.
- Use of electrical appliances such as radios or hair dryers is prohibited.
- Evacuating the pool and deck area during electrical storms is mandatory
- Practice good hygiene by showering before swimming and washing hands after using the restrooms. Encourage children to take regular bathroom breaks. Change diapers in designated restroom areas only.

You will be charged for damages to the Property that are attributed to the fault of or negligence of you, any member of your household or your guest(s).

You understand and agree that if it becomes necessary for the Landlord to initiate lease termination, or lease non-renewal proceedings due to lease violations, or other good cause, and if in the course of such proceedings, the Landlord incurs any attorney's fees or expenses, regardless whether there is any court action involved, and in the full amount incurred by the Landlord provided they are all reasonable and necessary, regardless of the amount, if any, awarded in a court order, if any.

*** UTILITY REIMBURSEMENT CHECKS - if you are eligible for a Utility Reimbursement check, you can pick it up during normal business hours in the on-site management office within 5 business days after the Owner receives the assistance payment from HUD (*this date is normally by the 10th of the month, but it may vary.*) *Unclaimed and uncashed checks will be held for tenant pick up. If the funds are not retrieved by the tenant, the funds will be held by the appropriate governing entity.***

****As of May 8, 2006, the following changes to the Model Lease for Subsidized Programs (Family Model Lease) that have been approved by HUD will be effective:**

The Initial Late Fee that is charged when your rent has not been paid by the 5th day of the month (except as noted in the Rent Collection Policy and/or for Section 202 Properties) has been increased from \$5.00 to \$15.00. In no case will the Late Fee be more than \$30 for any one month. (Paragraph 5)

The fee for the second, and each additional time, a check is not honored for payment (bounces) is now \$20.00 (except as noted in the Rent Collection Policy and/or for Section 202 Properties). (Paragraph 5)

I have read, and I understand this Community Rules and Regulations document.

TENANT(s)

Date signed: _____

OWNER'S REPRESENTATIVE

Date signed: _____



This property does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988)

Rogelio Granado 8610 N. New Braunfels, Suite 500, San Antonio, TX 78217 (210) 821-4300 - Voice (800) 735-2989 or 711 - TTY