



# OREGON HOUSE RULES FOR PROPERTIES WITH RURAL DEVELOPING FINANCING



property name _____	apartment number _____
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Residents \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Office Address \_\_\_\_\_ Office Phone \_\_\_\_\_

Maintenance Emergency Phone \_\_\_\_\_

To insure the livability of this project, the following rules are set forth. These may be added to or modified from time to time. You will be given notice of any rule change. For any minor violation of these rules, you will receive one written warning before any eviction proceeding is started. For any major violation of these rules, the lease, or the Landlord Tenant Law, eviction proceedings will be started at the time, and after giving the notices required under all applicable laws. All State and Federal Housing Laws Apply.

1. **OFFICE** - The manager will have regular business hours as posted.
2. **EMERGENCIES** - Should you have an emergency of any sort, call the appropriate local public agency first and attempt to notify the manager. If you have a maintenance emergency please contact the management staff at the number listed above.
3. **MAINTENANCE** - Make all maintenance requests in writing in a timely matter to the manager during business hours. This includes pest control requests. It is your responsibility to report back any reoccurrence of the problem or unsatisfactory workmanship.
4. **LAUNDRY** - The laundry room hours are as posted. Please remove your clothes from the machines promptly upon completion. Management is not responsible for lost or stolen items.
5. **RENT PAYMENTS** - Rents are due and payable in full on the 1st of each month.

Partial payments will not be accepted without prior management approval. Rents will be paid during office hours to the manager at the office. All checks are to be made payable to the project name, not the manager. All payments made after the tenancy commences, no matter how designated by resident, will be applied as follows: First to any outstanding rent amounts due including the current month; second, to any outstanding fees or damages (late fees, NSF fees, damages, repairs, utilities, etc.); third, to any outstanding deposits. Late rent beyond 10 days will be charged a \$10 late charge.

6. **DAMAGE** - You are responsible for any damage caused to the living unit or common area by you, any resident of your unit or their guests. Cost of repairs for damage must be paid within 30 days after receiving a statement unless other arrangements have been made, in writing, with management.
7. **SECURITY DEPOSITS** - Your security deposit will be used to offset any damage, unusual wear and tear or unpaid accounts, including rent, at the time of move-out. The excess, if any, will be refunded at the time required by state law. Any deficiency will be due from you at the time the accounting is sent to you. Any amounts not paid within 30 days of the date of move out are turned over to a collection agency. Resident understands that he/she is liable for damages beyond normal wear and tear. The parties agree that one or more of the following measures will be used to determine if wear and tear has occurred: cleaning in excess of one hour, painting, carpet shampooing and window covering cleaning for residency for less than 18 months. This does not limit other damages or unusual wear and tear for which the resident might be liable. If carpet in the unit must be replaced as a result of unusual wear and tear, resident will pay for all of the costs to replace the carpet and pad throughout unit, or a pro-rated share based on the remaining useful life of the carpet as though no unusual wear and tear had occurred.
8. **NOTICE** - All notices due to nonpayment of rent, noncompliance of the lease, or other good cause shall be in writing and served in accordance with state and federal regulations. For written notices from the landlord to the tenant, the first class mail notice copy shall be addressed to the tenant at the premises and the second notice copy shall be attached in a secure manner to the main entrance to that portion of the premises of which the tenant has possession. For written notices from the tenant to the landlord, the first class mail notice copy shall be addressed to the landlord at the address as designated in the rental agreement and the second notice copy shall be attached in a secure manner to the landlord's designated location, which is described with particularity in the written rental agreement.
9. **RECERTIFICATION INFORMATION** - You will be required to recertify at least once each calendar year or by other conditions required by the Federal Assistance Program. Upon receipt of notification of pending recertification, you will have 10 days to contact the manager to begin the process.
10. **TRANSFERS** - Transfer requests must be submitted in writing to the manager. The manager will forward the request to the property supervisor for approval. Transfers will be permitted for medical reasons, change of family size or composition. Per program regulations, management might require transfer due to underutilization or overutilization of the apartment.
11. **NOTICE TO MOVE** - A legal 30 day written notice to vacate will be required prior to moving out.
12. **ABSENCE** - You are required to notify the manager when you are going to be absent from your unit for more than fourteen (14) days. If you do not personally reside in your apartment for a period exceeding 60 consecutive days, for any reason other than health or emergency, your rent shall be raised to the current market rate for the period of your absence exceeding 60 days. Furthermore, if the absence continues, management may take the appropriate steps to terminate your tenancy.
13. **SUBLEASING** - Resident shall not allow the unit to be occupied by any other person without the written permission from management, nor shall the resident sublease the unit to any other person.
14. **CONDUCT** - All resident are responsible for their own conduct and that of the other residents in the unit and their guests. Noisy conduct that disturbs the quiet enjoyment of any other residents will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m. no noise may be emitted

from the unit that can be heard outside the unit. This includes stereo, radio, televisions, etc. The consumption of alcoholic beverages is not allowed in recreation rooms, laundries, parking lots, and other common areas of the property. Drunken or disorderly conduct will not be permitted.

- 15. CRIME FREE HOUSING** - Resident, any member of the resident's household or guest shall not engage in criminal activity, to include drug related criminal activity, acts of violence or threats of violence. Violation of these provisions shall be a material violation of the lease and good cause for termination of tenancy.
- 16. OCCUPANCY & GUESTS** - Persons other than those specifically listed on the lease shall be strictly prohibited from staying in the rental unit as stipulated in the requirements below per subsidy program. For purposes of this section, staying in the rental unit means presence on the premises for a substantial amount of time, whether during the day or overnight and shall include, but not be limited to long-term or regular house guests, live-in baby sitters, visiting relatives, etc. Management shall be notified in writing of care-givers required by residents, and they will be listed on the lease. Resident shall notify management in writing at the earlier of any time the resident expects any guest to be staying in excess of the time limits contained in this paragraph or when such person in fact stays in excess of such item limits. Residents shall be required to submit a recorded declaration of domicile or proof of domicile for any persons not identified on the lease and staying in the rental unit beyond the limits below, and shall state whether such person is contributing to the income of the resident and to what extent. Guests staying beyond the time frame set forth below may be considered a member of the household for the calculation of household size and income. Guests are limited to staying no more than 14 days and/or nights in a forty-five day period without prior written approval by management.
- 17. BABYSITTING** - Babysitting business will not be permitted on site.
- 18. COMMERCIAL USE** - No business will be conducted out of the apartment.
- 19. VEHICLES** - All motor vehicles parked on the premises must be in running condition and capable of operating legally on the street and properly licensed and insured. If you are assigned one parking space, second vehicles, recreational vehicles or guest vehicles are to be parked in designated spaces. If no space is designated, extra vehicles are to be parked off of the premises. All vehicles must be parked in designated spaces. Illegally parked vehicles, non-motorized vehicles, and any other vehicles not complying with these standards are subject to being towed at the resident's expense. Unless the resident obtains prior written permission from management, any vehicle that has not been moved within any 14 day period is considered abandoned and is subject to towing at the resident's expense. Repairs (except emergency starting or tire changing) are not permitted in the lot. Cars may be washed only in designated areas. Speed limit in the parking lot is 5 miles per hour.
- 20. PLAY AREA** - An area may be designated for play. All toys and play things should be confined to this area if one is designated. If one is not designated, the common areas may not be used for toy storage. Toys will be stored inside the apartment or in storage areas when not in use. Any damaged or improperly working play equipment should be reported to management immediately.
- 21. DUMPSTERS/TRASH COMPACTORS** - All persons must insure trash is put into provided containers and the lids are securely closed.
- 22. WATER** - No standing water in any container will be permitted due to health concerns.
- 23. GARDENS** - Only management designated areas will be available for gardens.
- 24. INSPECTIONS** - Management shall have the right to conduct periodic inspections of apartment units upon 24 hour legal advance notice to the resident to assure compliance with the requirements of the lease.
- 25. INSURANCE** - Your belongings are not insured by management for fire, theft or other casualty. You are strongly advised to have Renters Insurance on your belongings.
- 26. PATIOS & PORCHES** - Patio furniture is to be neat, clean, in good repair and appropriate for the situation. All other matter will not be stored on the patio/porch areas. You will keep your front and rear patio/porch clean.
- 27. BALCONIES, DECKS, SECOND STORY WALKWAYS** - Residents and guests are not allowed to crawl through or climb on or over railings. Keep all stairways clear of debris or obstructions. Report any damaged or loose railings to management immediately.
- 28. SCREEN DOORS** - Only management approved screen doors will be permitted to be installed. Screen doors will be installed at your expense and remain at the property at the time of move-out with no reimbursement to you.
- 29. WINDOWS** - Never sit or play on window sills and keep windows shut and locked when persons are left unattended for safety. Window stops and other devices that restrict a window from opening are not provided by management because of dangers associated with fire and the ability of occupants to escape. If the resident desires to use such devices they must be approved by management before being installed. The resident accepts full responsibility for the safe use of such devices. Do not block windows in any way that would prevent exit in the event of a fire. Air conditioner through window openings will only be allowed by management with prior written approval and does not conflict with Federal, State, local laws and the unit is professionally installed.
- 30. FLAMMABLES** - No flammable materials will be kept inside the living unit, on the porch or patio. Motorcycles are not permitted inside or close to the apartment.
- 31. ANTENNAS** - No device of any sort will be affixed to the outside of the building. Under Federal Law management may prohibit antennas and satellite dishes from being installed on exterior surfaces or in any common areas. Management may also prohibit the drilling, punching or placing of any holes in any exterior surface or the ceiling, walls or floors of the interior of the apartment.
- 32. WINTERIZING** - During extreme cold, leave your faucets running slightly to prevent freezing and follow any special instructions given by the management during this period.
- 33. USE OF APPLIANCES** - Never place anything on stove burners or in the oven except when actually cooking. Never allow anything, except approved plugs, to be placed in electrical sockets.
- 34. USE OF PROPERTY** - You will be held responsible for any damage to the apartment.

Holes will not be put in the ceiling. Small holes will be permitted in the walls; no adhesive means of attachment will be allowed.

No items will be stored on the window sills without permission from the management. No foil or black out decorative devices will be put over the windows. A management approved blackout shade is permissible.

Only soft food shall be put in the disposal.

Use only liquid detergent on Formica or fiberglass showers, sinks or counters. Do not use abrasive cleaners on any surface. If you have any doubt about your cleaner, consult with your manager.

**35. CARPET CARE** - Vacuum your carpet regularly. Should you accidentally damage or stain your carpet, notify the manager immediately. The manager may be able to save you a considerable expense by prompt and proper cleaning.

**36. SMOKE ALARMS** - Resident acknowledges and manager certifies that the Premises are equipped with a smoke detector as required and that the smoke detector has been tested and is operable at this time. Resident shall not remove or tamper with a functioning smoke detector, including removing working batteries. If your smoke alarm does not function properly notify the manager in writing immediately and service will be performed.

**37. MOLD AND MILDEW** - Dry any water that spills from showers, sinks, etc. Clean up spills onto carpets, rugs or floors and thoroughly dry the carpet or rug. Regularly check and clean the window tracks and keep free of condensation.

*In order to reduce the incidence of mold and mildew, protect your own health and the condition of your unit, Resident agrees to do the following:*

I. Take reasonable steps to reduce humidity in the unit.

- a. Use bathroom fans during and for 30 minutes after bathing or showering. If no fan available, open window slightly for ventilation for the same amount of time.
- b. Use the fan above the stove whenever cooking, or if no fan, open a window slightly for ventilation.
- c. Use the fan in the laundry area during and for 20 minutes after using the washer or dryer, or if no fan, open a window slightly for ventilation.
- d. Cover fish tanks.
- e. Only use electric space heaters indoors.
- f. Use a dehumidifier during humid months.
- g. Do not keep an excess number of house plants.

II. Keep the temperature in a reasonable range and provide adequate ventilation:

- a. Keep heating within a normal and reasonable range at all times.
- b. Open multiple windows at least twice a week for one hour to allow cross ventilation of the dwelling.
- c. Allow at least 1 inch between furniture and walls to aid ventilation.
- d. Open closet doors to allow ventilation.

III. Clean regularly and thoroughly:

- a. Clean bathrooms and kitchens with mold killing products.
- b. If mold or mildew appears on walls, ceilings, floors, or around tubs or sinks, immediately remove the mold or mildew.

IV. Notify management immediately of excess moisture problems:

- a. Water leakage, leaking plumbing, leaking tubs or showers, or running toilets.
- b. If you have attempted to clean mold or mildew and it reappears quickly or you were not able to remove it, report the mold or mildew to management immediately.

**38. WATERBEDS** - No waterbeds are permitted without written permission from the management.

**39. DRAPES/BLINDS** - The cost of cleaning will be the resident's responsibility at move-out unless residency is for 18 months or more.

**40. REPAIRS** - Interior repainting of an occupied apartment at the property's expense will be considered after five years of tenancy in the apartment. Such repainting will be subject to considerations of budget limitations and resident housekeeping quality. Repainting at property expense earlier than five years of tenancy may be considered, but only on a cost sharing basis with the resident. It is acceptable to have your apartment painted by a professional painter at your own expense subject to prior management approval.

**41. TELEPHONE** - The unit will be equipped with one phone jack. Any additional jacks will be installed at your expense with management approval.

**42. ALTERATIONS/IMPROVEMENTS** - Any resident requesting alteration or improvement to the premises requires written management approval and becomes the property of the landlord. (Examples include screen doors, dead bolt locks, etc.).

**43. GRIEVANCE** - If resident believes that management has violated the Lease, federal regulations, or state or local laws, resident shall notify management within 10 (ten) business days of the occurrence, thereby beginning the grievance procedure, a copy of which is posted in the management office.

**44. REASONABLE ACCOMMODATION** - Requests for reasonable accommodation must be made in writing to management. The management staff will proceed with verification. Housing providers can require individuals to provide a verification letter or verify with a qualified individual, that they are disabled and that their disability makes the requested accommodation necessary. A qualified individual could be someone with knowledge of the individual's physical or mental impairment and his/her needs. A housing provider cannot require the release of medical records. A housing provider must consider any reasonable accommodation or modification requested, and they must grant the request unless doing so would create an undue financial or administrative burden, or granting the request would fundamentally alter the nature of the landlord's business. If this is determined,

the housing provider can suggest an alternative accommodation or modification. Physical modifications are potential reasonable accommodations.

**45. PETS** - No pets including birds, cats, dogs, snakes, rodents, or other four legged animals shall be permitted without a written agreement. Fish are permissible. A reasonable accommodation may be allowed for assistance animals with proper documentation and prior approval from management.

**46. NO-SMOKING POLICY - No Smoking:** Due to the increased risk of fire, increased maintenance costs and the known health effects of secondhand smoke, smoking is prohibited in most areas of the property, including all buildings, all common areas, inside apartment dwelling units, garages, parking areas and within 25 feet of the building(s) including entryways, porches, balconies and patios. Residents are allowed to smoke in certain areas of the property but must be at least 25 feet away from the buildings or in designated areas. Check with your management office if your community has a designated area. Residents are responsible for ensuring that family members, roommates and guests comply with this rule.

**Phase In of Policy:** All new residents to our community are applicable to this policy. Existing residents as of November 1, 2007, prior to the adoption of this policy, are encouraged to follow the No-Smoking Policy for the benefit of others but are not bound by this new policy. Please be aware that you may have neighbors whose current lease does not prohibit smoking, so smoking is allowed for those existing residents. However, on January 1, 2008, ALL RESIDENTS will be required to comply with this No-Smoking Policy, regardless of their move-in date.

**Definition:** SMOKING: The term "smoking" means any inhaling, exhaling, breathing, burning or carrying any lighted cigar, cigarette, pipe or other tobacco product or similarly lighted product in any manner or form.

**Disclaimer:** Resident acknowledges that Landlord's adoption of a No-Smoking Policy does not make the landlord or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the property.

**Lease Violation:** Residents are responsible for the actions of their household, their guests and their visitors. Failure to adhere to any of the conditions of this policy is construed as a material violation of the lease and subjects the resident to possible legal sanctions, up to and including termination of the residency and possible financial costs to remove smoke odor or residue from the unit.

**47. MISCELLANEOUS** - Time is of the essence of this agreement. All prior written or verbal agreements are merged herein and this Agreement constitutes the entire agreement between parties. This Agreement may not be changed or modified except by a written agreement supported by consideration, and executed by all parties hereto. This Agreement shall be construed and governed by the laws of the State where your complex is located. This agreement is the result of negotiation and shall not be construed against the drafter in the event of an ambiguity.

***I/We have read the rules on all pages of this form. I/We agree to uphold them.***

RESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

RESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

RESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

RESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

RESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

RESIDENT \_\_\_\_\_ DATE \_\_\_\_\_