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LIHUE GARDENS ELDERLY HOUSE RULES

The purpose of the House Rules is to protect Tenant, all other occupants and guests from annoyance and nuisance caused by the improper use of this Project. Tenant compliance with the House Rules will provide maximum enjoyment of the premises, and will protect the reputation and desirability of this Project.

Landlord may revise the House Rules. A Manager may be appointed to enforce these House Rules, but the Manager shall not be responsible for the non-compliance or violation of any rule by any Tenant, all other occupants or guests.

Tenant, all other occupants and guests must comply with the House Rules, and are expected to conduct themselves in a reasonable fashion while on the premises. If Tenant, his/her household members, or guests fails to comply with the House Rules, the Lease Agreement may be terminated.

1. GENERAL PROVISIONS: The Tenant shall:

- a. Peacefully co-exist with and shall not violate a neighbor's right of privacy and right of enjoyment. Landlord may sue for possession without giving notice to correct in cases of criminal activity, assault, harassment, threats, or abuse of a neighbor or staff member.
- b. Keep the Unit and common areas in a safe, clean and sanitary condition during the entire term of his/her occupancy.
- c. Keep noises of any kind to a minimum between the hours of 8 p.m. and 8 a.m. Disturbing noises are not permitted in the Unit or within the premises and Tenant will keep the volume control of all radios, stereos, TV, telephone rings and musical instruments at a level that will not disturb the neighbors.
- d. Dispose of all garbage in closed trash receptacles. Any garbage that will rot or smell (including food, bottles, cans, etc.) must be securely wrapped before being disposed. Large boxes and cartons must be cut or torn into smaller pieces before being disposed.
- e. Keep your kitchen clean and sanitary, free from food particles, to prevent infestation of ants, roaches, and rodents. You will be responsible to provide for the extermination of ants, roaches, and other rodents within your unit.
- f. Will not place furniture or other large household items in trash containers. Tenant is responsible for the proper disposal of all large and bulky items. If unable to do so, contact Landlord who will make arrangements for disposal for a service fee.
- g. Keep the area around your Unit free from litter, leaves, etc.
- h. Not keep animals or pets without the prior written approval from Landlord.
- i. Not install or operate any type of machinery (such as refrigerators, freezer, air conditioners, heaters, etc.) in the Unit or on the premises without the written permission to the Landlord. Where the project is mastered metered, Tenant shall be charged a fee determined by the Contract Administrator for the consumption of additional utility consumed by the machinery.
- j. Not replace any appliance without the prior written approval from Landlord.

- k. Not bring any hazardous materials (such as flammable oil or fluid solvents, explosives, etc.) into the Unit or onto the premises. No un-registered fire arms are allowed on the project.
- l. Not cook over an open flame appliance (including, but not limited to charcoal grills, gas grills and hibachis) on the lanais or under any area covered by the roof of the dwelling Unit without the management approval. All outdoor cooking appliances (including, but not limited to charcoal grills, gas grills, and hibachis) shall be kept a minimum of three (3) feet from any structure, house or fencing when being used.
- m. Keep the sides of all draperies place against the windows, doors, or openings facing toward the exterior of the buildings a neutral white color to enhance the outward appearance of the building. Where Landlord provides drapes, the Tenant will be responsible for proper periodic and appropriate maintenance and cleaning.
- n. Not dust sweep or clean any garment, rug, mop, or other object from windows or lanais of the building, or any exterior part of the building. Dust, rubbish, litter or any object shall not be swept or thrown from any Unit or any other room of the building into any entryways or other parts of the premises.
- o. Not hang any garments, rugs, mops, torches or other objects from lanai railings, doorways, or windows for any purpose whatsoever; nor shall garments, rugs, signs, or other objects be hung in doorways or windows in such a manner as to be in view of persons outside of the building, except appropriate seasonal decorations which must be placed and removed in a timely manner.
- p. Not erect, place or maintain any television or other antennas on the dwelling Unit or lot visible from any point outside of the Unit.
- q. Tenant shall not put wallpaper in the Unit.
- r. Not install waterbeds on the premises without prior written approval from the Landlord.
- s. Treat or remove termite infested potted plants, furniture or other objects.
- t. Intrusion into your neighbor's unit, damage to your neighbor's personal property, and theft of a neighbor's personal property, will all be considered as material non-compliance and cause for eviction without giving you notice to correct.
- u. Use grounds, walkways, entry, lanais, stairways, building entrances, driveways, parking lots, and other similar common elements strictly for ingress to and egress from the parking and apartment areas, and must at all times be kept free of obstructions such as furniture, packages, potted plants, laundry baskets, shopping carts, bicycles, toys, etc. No trash or personal property of any type may be placed or stored in (or on) any common element.
- v. To move furniture and avoid congestion, all residents must notify the Resident Manager at least 24 hours before moving large furniture or household effects into or out of the units.
- w. Not consume alcoholic beverages or controlled substances in the common area. Evidence of illegal use or possession of controlled substances will be considered a material non-compliance and cause for eviction. Alcoholic beverages may be permitted upon written request and approval by the Landlord.
- x. Tenant agrees to accept the unit including all appliances, equipment, fixtures, etc, in an "as is" condition. The Tenant is made aware that due to sanitary concern, the carpet in your unit was professionally shampooed prior to your move in and Tenant shall be required to professionally shampoo the carpet at move out if it is necessary due to tenant neglect or damage.
- y. When a disabled tenant is occupying a non-handicap unit and requires the accommodation of a handicap unit, tenant shall be offered the first available handicap unit for such disability. Tenant understands that reasonable accommodation for a disabled tenant are only provided in the handicap units and Landlord shall not be required to provide such accommodations if tenant refuses to relocate to a handicapped unit. A disabled tenant must relocate to a handicapped unit to receive the accommodation provided in the handicap units.

- z. Garden plots are available to any tenant, on a first-come first-served basis. All garden plots shall be assigned by management. Only one plot shall be assigned to a tenant unless there are more plots than applicants. In that case, a tenant may be issued the use of more than one plot. If another tenant makes a request for a plot and all have been assigned, a tenant with more than one plot shall give up a plot after the plant or vegetable has matured. Only vegetables and flowers may be grown and may not be sold. Use of a plot may be revoked at any time by management for: lack of proper care and maintenance, sale of vegetables and flowers or growing any nuisance plants or vegetables.
- aa. Residents expressly authorizes Owner or Owner's agent (including collections agency) to obtain Resident's consumer credit report, which Owner or Owner's agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the lease and thereafter.
- bb. Landlord shall at tenant's recertification, conduct a criminal background check. Tenant shall provide written waivers enabling management to secure such reports.

2. BUILDING MAINTENANCE AND REPAIR:

- a. Any alterations, installations, repairs, changes or decorations of the dwelling Unit and the exterior surface of all buildings, doors, passageways, and grounds must be approved in writing by Landlord.
- b. It shall be Landlord's responsibility to repair and maintain all exterior surfaces of all buildings; and any damage caused by breaks in the utility line, except for damages caused by Tenant.
- c. If Tenant, his/her household or guest damage any area or building on the premises, it shall be Tenant's responsibility to pay for the cost of all necessary repairs.
- d. Tenant may submit requests for exterior maintenance and repairs to the Manager. Payment for the cost shall be as called for under Maintenance Charges.
- e. Keep refrigerator "Energy Saver" switch in the "OFF" position. With switch in "OFF" position, the door heater remains 'on' to prevent condensation on doors and seals, preventing corrosion and damage to the appliance. The cost to refinish the refrigerator due to rust from condensation shall be borne by the Tenant. Tenant should report any condensation on refrigerator immediately to the resident manager.
- f. If Tenant drills holes or drives nails into the walls of the Unit for paintings, fixtures, etc. it will be Tenant's responsibility to pay for the cost of all necessary repairs.
- g. Tenant shall maintain the carpet and other floor surfaces and keep it clean at all times. It will be Tenant's responsibility to pay for costs of all necessary repairs for damages and cleaning, except for reasonable normal wear and tear.
- h. For safety reasons, Tenant shall periodically check and tighten the ceiling light fixtures in the Unit. Tenant shall be responsible for insuring the fixture glass covers are tightly secured. Further, Tenant will be responsible for paying the cost of all damages to any of the ceiling light fixtures, including any fixture glass parts, in the Unit, except for reasonable normal wear and tear.
- i. Landlord shall maintain all interior and exterior lighting fixtures which includes but not limited to the replacement of lamps (light bulbs).
- j. Keep smoke detectors operational at all times. Circuit breakers are to remain in the "on" position and batteries kept in place at all times. Should the Tenant disconnect the smoke detectors, Landlord assumes no responsibility for any resulting damage. It is essential that the smoke detectors be kept operational for health and safety. Tenant shall provide for periodic testing and shall inform management when smoke detector is not working. Landlord shall provide for repair of normal wear and tear.
- k. You agree that the only claim you may make against Landlord, its agents or contractors shall be for loss and damages caused by their negligence or unlawful conduct.

- I. You agree that he/she will pay to Landlord the cost of any damage caused by his/her unreasonable refusal to allow Landlord with proper notice access into Tenant's unit.

3. MAINTENANCE CHARGES:

- a. General:
 - i. Tenant is charged for labor and materials of any work/maintenance attributable to Tenant neglect or damage.
 - ii. Landlord will cover costs for work/maintenance attributable to aging of the Project for fixtures/appliances owned by the Project.
 - iii. Where there is a dispute as to whether the cause of the damage was by normal and reasonable wear and tear, or damage by Tenant's neglect or abuse, both Tenant and Landlord may obtain at their own expense, a professional or licensed tradesman to settle the dispute. Tenant may use Landlord's consultant at no cost to Tenant. The result shall be accepted by Tenant and Landlord.
- b. Labor Charges:
 - i. Labor time is charged to include:

| | |
|---------------------------------|------------|
| (1) Actual Invoice Costs | |
| (2) Work preparation | 30 minutes |
| Travel time to pick up supplies | varies |
| Actual work on site | varies |
| Clean up | 30 minutes |
 - ii. Labor time is charged per half-hour or fraction thereof no matter if less time is actually spent on the work itself.
- c. Material Charges:
 - i. Actual cost of material purchased to complete the job is charged to either Tenant or Landlord.
 - ii. Where material is purchased in bulk, pro-rated estimates are used. Gasoline, paints, solvents and other liquids are charged by actual usage. Where purchased in bulk, material becomes a maintenance inventory item; or
 - iii. Management may charge 15% of the total labor costs for consumables and miscellaneous small tools.
- d. Charges to Tenants:
 - i. Typical Charges:
 - (1) Clogged plumbing. If blockage is removed (not pushed out), maintenance personnel should report type of blockage, i.e., toys, utensils, paper towels, etc.
 - (2) Windows and window knobs; breakage.
 - (3) Repairs to doors and cabinets; broken doorknobs; other repairs except painting and fitting.
 - (4) Damaged wall boards or plaster/gypsum board walls.
 - (5) Damaged ceiling except where water damage occurred due to roofing damage.
 - (6) Damaged floor surface and stained carpets.
 - (7) Damage to all doors and cabinet hinges.
 - (8) Damage to sink cabinet due to un-reporting of water leak under sink.
 - (9) Damage to plumbing fixtures due to use of harsh chemicals for cleaning.
 - (10) Removal of soap scum on bath tub and walls.
 - (11) Replacement of kitchen countertop damaged due to knife marks.
 - (12) Cleaning of drapes.
 - ii. Discretionary Tenant Charges:
 - (1) Appliances, Lighting Fixtures, Plumbing Fixtures where attributable to:
 - (a) Abuse or misuse.

(b) Neglect (lack of cleaning and periodic maintenance).

- e. Payment: Payment for repair and maintenance and other Tenant charges shall be due 30 days from date on invoice. If unpaid after the due date, any payment made by the Tenant, payment shall apply to the oldest account first and unpaid balance by the fifth of the month shall be considered delinquent. Tenant shall pay interest at a rate approve by the Contract Administrator or the Court, on all unpaid balances due to Landlord upon receipt of Landlord's bill. Failure to comply with payment may result in termination of the Lease Agreement. Tenant may request for a payment plan not to exceed 12 months and a minimum payment of \$25.00 per month.

4. REPORTING MAINTENANCE PROBLEMS:

- a. To prevent catastrophic damage to persons or property, Tenant shall immediately notify management of maintenance problem in writing, including but not limited to broken fixtures, appliances and heating equipment; water leaks; electrical and plumbing problems; and problems with lights, locks, latches, etc.
- b. In the event of an emergency, Tenant shall notify management of problem, first with a phone call, to be followed in writing.
- c. Tenant shall be liable for all damages sustained to the unit as a result of Tenant's failure to report the maintenance problem as soon as practicable.
- d. Failure to report the maintenance problem immediately is a violation of the House Rules.

5. PREVENTION OF MOLD:

To minimize the occurrence and growth of mold, you must:

- a. Remove moisture accumulation. Promptly remove any visible moisture accumulation in your unit, including moisture on walls, windows, windowsills, floors, ceilings, closets, storage areas, and bathroom fixtures. Mop up any spills and thoroughly dry affected area as soon as possible. Use exhaust fans in kitchen and bathrooms when necessary. Keep climate and moisture in your unit at reasonable levels.
- b. Keep unit clean. Clean and dust your unit regularly and keep the unit, particularly the kitchen and bathroom, clean.
- c. Notify Management. Promptly notify management in writing of:
- i. A water leak, excessive moisture, or standing water in your unit;
 - ii. Mold growth in your unit that persists after you've tried several times to remove it with household cleaning solutions, such as Lysol or Pine-Sol disinfectants, Tilex Mold & Mildew Remover, Clorox, or a combination of water and bleach. (Follow manufacturers' instructions when using these products.);
 - iii. Malfunctions in the heating, air-conditioning, or ventilation system in your unit; and
 - iv. Mold or musty odors in your unit or in a common area.

Liability. If you fail to follow these rules, you may be held responsible for property damage and any health problems that may result.

6. LAUNDRY FACILITY:

- a. Laundry hours are limited to the periods posted.
- b. The laundry facilities are provided for the convenience of all tenants. Users shall leave the equipment and the area in a clean condition by wiping up any spilled water or suds, by removing all items such as soaps, detergents, bleaches, clothing, laundry baskets, etc., and by placing rubbish or trash (properly wrapped) into the trash disposal bin located in the laundry room.
- c. Laundry must be removed from the washer or dryer promptly upon completion of the cycle. Disregarding this rule is an encroachment upon the rights of the other occupants.

- d. Any malfunctioning of the laundry equipment should be promptly reported to the Resident Manager.

7. RESTRICTIONS ON LIABILITY:

Tenant agrees that while he/she, his/her family, guests, or agents, use or live on the premises or in the unit, Landlord shall not be held liable for:

- a. any kind of damage (including damage to property, personal injury and wrongful death);
- b. accident or fire on the premises;
- c. any kind of nuisance; or
- d. any failure by Tenant, members of Tenant's household or guests to comply with the provisions of the House Rules and Pet Policy.
- e. Provided none of the above results from act or omission of the Landlord, the Landlord's agent, servants, or employee, in or about the dwelling unit covered hereby or in or about the premises.

8. EMPLOYEES AND AGENTS OF LANDLORD:

If Tenant requests an employee or agent of Landlord to perform a service for him/her, and the service is not one which Landlord is obligated to perform, that employee or agent will be considered as your employee or agent. Landlord will not be responsible for damages to property or injury of any kind to any person related in any way to the service being performed for Tenant by that employee or agent.

9. EXTENDED ABSENCE OF THE TENANT:

If Tenant plans to be away from the unit for any extended period of time, Tenant agrees that;

- a. He/she will give written notice to Landlord of his/her intent to be away from the unit for an extended period of time
- b. He/she will make arrangement to keep his/her rent payment current.
- c. During any extended absence, Landlord or Manager may enter the Tenant's unit for the purpose of inspection, maintenance and safe-keeping.
- d. If he/she fails to notify Landlord of his/her intent to be away from the unit for a extended period of time, he/she will be responsible for any damages resulting from his/her absence.
- e. Landlord shall be responsible only for damages caused by acts or the neglect to perform what the law requires (omissions) by Landlord or its agents.

10. ABANDONMENT OF THE UNIT:

- a. If the Tenant fails to pay rent due for the unit and fails to acknowledge or respond to notices regarding the overdue rent, and the unit remains unoccupied for a continuous period of 20 days and Landlord has not been informed of Tenant's extended absence from the unit, or if there has been evidence of abandonment, the unit shall be considered abandoned and this Lease Agreement shall be terminated. Landlord may, without prior notice, enter the unit and remove and place in storage all of Tenant's personal belongings at his/her expense.
- b. If Tenant fails or refuses to claim his/her personal belongings within 30 days of the date of termination of this Lease Agreement, such personal belongings shall be considered abandoned. Landlord may then with prior notice sell or dispose of his/her personal belongings. Tenant agrees that Landlord shall not be held responsible for his/her personal belongings which have been abandoned or maybe in storage.
- c. If the unit is empty or appears to be empty, with no personal belongings of value and no notice of move out was made by tenant, Landlord will enter the unit and dispose of all personal belongings. Tenant agrees that Landlord shall not be held responsible for belongings which have been abandoned.

- d. Rent for the period the unit is damaged whether or not the unit is habitable, Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, Tenant agrees to pay the HUD-approved market rent rather than Tenant's subsidized rent.

11. MOVE OUT: When the Lease Agreement is terminated:

- a. You must notify the resident manager of the date you intend to move out of the unit. Before you move out, resident manager may make a preliminary inspection of your unit. You are strongly urged to make the preliminary inspection as it may be beneficial to you by pointing out some of the areas that need to be corrected before your move out. You understand that prior to your move-in, your unit was shampooed and you will be required to professionally shampoo the carpets prior to your move-out. Tenant agrees to return the unit in the same condition, less normal wear and tear, as Tenant received the unit, including cleaning the unit, windows, screen, etc.
- b. Tenant shall pay for any prorated and/or unpaid rent to the date the unit is returned and all keys returned. Tenant shall be charged the cost of re-keying or replacing the lock when all keys are not returned.
- c. Tenant shall pay for the cost of cleaning and repairing the unit, appliances, fixtures, etc. when not returned in the same condition Tenant received the unit less reasonable normal wear and tear.
- d. Any alterations, etc. made with the prior written approval of Landlord must be removed and the premises restored to its original condition when the Lease Agreement expires or is terminated. You agree to allow Landlord and any of its agents or contractors to enter the unit during reasonable hours to inspect the restoration.

12. TENANT'S PERSONAL PROPERTY:

Tenant agrees to keep all of his/her personal property (including your automobile, household furniture, valuables, etc.) in or around the unit or premises at his/her own risk. Landlord will not be responsible for loss or damage to Tenant's personal property caused by theft, fire, water damage or any other cause. Landlord shall be responsible for the damage of the structure by fire, water damage or other perils.

13. KEYS:

Management or Resident Manager may keep a passkey to each unit. You will not alter any lock or install a new lock without the prior written approval of the Landlord. You will be charged \$10.00 cash to replace any lost key. Tenant lockout charges will be \$10.00 cash in advance or a Tenant acknowledged work order. Tenant may be charged the cost of re-keying or replacing the lock when all keys are not returned when Tenant moves out of or abandons the unit.

14. INJURIES OR DAMAGE CAUSED TO TENANT:

Landlord shall not be responsible for any injuries or damage caused to Tenant, his/her family, guests or agents while in the unit or on the premises, unless the injury or damage is a direct result of negligence on the part of Landlord in carrying out its responsibilities under this Lease Agreement.

15. UTILITY SERVICE:

- a. Tenant agrees that Landlord shall not be responsible for the temporary failure of electricity, gas, water or other utility service. Landlord further shall not be responsible Tenant's personal property for the breakdown of appliances or equipment due to causes beyond Landlord's control.

- b. Where the Tenant is not paying directly to the Utility, Landlord shall assess the Tenant for utility consumption fee for installing additional large appliances such as refrigerators, freezers, air conditioner. Where Landlord provides electric or gas (cooking and water heating) check meters, you may be charged a utility consumption fee for exceeding the utility allowance. Such utility allowance and consumption fee shall be determined by the Contract Administrator.
- c. Tenant understands that he/she will not be permitted to install any window air conditioning equipment as it will interfere with your neighbor's quiet enjoyment.

16. LANDLORD'S RIGHT TO REGULATE ACCESS:

Tenant agrees to notify the resident manager immediately, or as promptly thereafter as legitimate safety concerns will permit, when a guest or other visitor to the tenant's household cannot be controlled by the tenant and such person behaves in a manner that would otherwise be in violation of lease agreement. Tenant also agrees to notify police equally promptly of any criminal activity committed by guests or visitors to tenant's household whom tenant was not able to control.

17. OCCUPANCY/GUEST:

- a. Those persons who permanently reside in the Unit, including Live-In Aide, will be considered regular occupants. No more than 2 persons may occupy a bedroom. Landlord may take a "family picture" of all household residents. Any person not listed on the HUD 50059 is defined as a guest and is subject to the restrictions on guests.
- b. Guests will be permitted to visit the Unit without the prior approval of Landlord:
 - i. if the guest does not stay overnight or past midnight.
- c. Guests may stay overnight and more than 24 hours only with the prior approval of the Landlord.
- d. The total number of overnight guests and the regular occupants shall not exceed 3 people.
- e. Guests may not stay overnight in the Tenant's Unit for more than a total of 21 days in one calendar year.
- f. Request for other, longer, or repeated extensions will be considered by management on a case-by-case basis.
- g. Tenant is responsible for the conduct and behavior of all guests and persons occupying the Unit. Landlord may require the Tenant to remove anyone occupying his/her Unit, including a Live-in Aide, from the premises if any misconduct by them disturbs or is a nuisance to the other tenants. A Live-in Aide may be evicted for violating the House Rules.
- h. Tenant agrees to notify Landlord immediately or as promptly thereafter as legitimate safety concerns will permit, when a guest or other visitor to the Tenant's household cannot be controlled by the Tenant and such person behaves in a manner that would otherwise be in violation of this Lease. Tenant also agrees to notify police equally promptly of any criminal activity committed by guests or visitors to Tenant's household whom Tenant was not able to control.

18. LIGHTS:

Tenant will comply with requests of Landlord to either turn down or turn off lights which affects the peace and enjoyment of other tenants or which is determined to be unnecessary and wasteful.

19. MOTOR VEHICLES AND PARKING AREA:

- a. Tenant agrees that all motor vehicles (including automobiles, motorcycles, and motor scooters) owned by Tenant or any member or Tenant's household shall be registered with Landlord and insured with minimum personal liability and property damage coverage required by law and shall have current County vehicle registration and safety checks.
- b. Tenant shall provide proof of automobile insurance coverage. Only Certificates of Motor Vehicle Registration under Tenant or Tenant's household members shall be accepted. Tenant shall

submit required documents within 30 days of initial move-in date. If there is a change in vehicle, vehicle information or insurance, Tenant shall submit required documents within 10 days of change. If Tenant fails to provide evidence of personal liability and property damage automobile insurance coverage or Certificate of Motor Vehicle Registration for each vehicle he/she operates on the Project site, this Lease Agreement may be terminated under the provisions provided in the Lease Agreement.

- c. When the insurance expire, Tenant will provide proof of insurance and immediately notify Landlord if the vehicle insurance was cancelled by the insurer for any reason.
- d. Tenant must park only within his/her assigned parking stall. Sidewalks shall not be blocked.
- e. Guests must park in the areas designated as visitor parking or County street parking. Tenant shall be responsible for directing all other occupants to the proper parking areas.
- f. Motor vehicles, which cannot fit entirely within a standard parking stall, are not permitted on the premises.
- g. Due caution shall be exercised while operating a motor vehicle in the parking areas and roadways.
- h. While on the premises, all motor vehicles are subject to the County Traffic Code.
- i. Tenant will keep the motor vehicle in good condition and repair.
- j. While on the premises, tune-up or extensive repair work on motor vehicles is not allowed, without prior written permission from Landlord.
- k. The operation of any unreasonably loud motor vehicle is not allowed.
- l. Tenant will park the motor vehicles at Tenant's own risk. Landlord will not be responsible for theft, fire, water or other cause of damage to motor vehicles while it is in the parking areas.
- m. Illegally parked motor vehicles and motor vehicles without registration or which are inoperable will be towed away at the Tenant's expense.
- n. Failure to abide by the Motor Vehicle and Parking Rules shall be grounds to terminate the Lease Agreement.
- o. The parking area shall not be used as a storage area for boats or trailers, without prior written approval from Landlord.
- p. No parking on yards. Vehicles improperly parked or in violation of any of the House Rules will be towed at Tenant's expense.

20. COMMON AND COMMUNITY AREAS:

- a. Do not leave any personal items unattended in the community area.
- b. Tenants are responsible for all household members and guests.
- c. Landlord shall request and enforce decent and appropriate conduct and language in and around the community area.
- d. Swearing or other abusive language is not allowed in the community area.
- e. Tenants are responsible for all household members and/or guests and shall be liable for any damages or personal injury.

21. YARDS AND LANDSCAPED AREAS: Tenant agrees not to:

- a. Litter the landscape area;
- b. Break or pick any of the plants or flowers;
- c. Move any of the benches or tables from their original positions;
- d. Stand on or abuse in any other way the benches and tables;
- e. Tamper or alter the equipment and fixtures;
- f. Not leave lumber, boxes, vegetation or cuttings that could attract termites;
- g. Allow the landscape areas to be damaged in any way. All damages will be paid for by Tenant responsible for the person causing the damage.

The foregoing rules have been prepared and approved by the Landlord. In case of dispute over the meaning of any terms, the decisions of the Landlord shall prevail.

Landlord has delegated administration of the rules to its Managing Agent and its Resident Manager. Landlord reserves the right to make changes to these rules as needed to provide for safety, care and cleanliness of the premises and for securing the comfort and convenience of all tenants.

CAUTION: Tenant's signature on these House Rules indicates that he/she has read and understood its contents and agrees to abide by its conditions.

TENANT SIGNATURES:

Name (print): Head of Household Signature: _____ Date: _____

Name (print): Co-head of Household Signature: _____ Date: _____

Name (print): Signature: _____ Date: _____

SAMPLE



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SMOKE-FREE POLICY LIHUE GARDENS ELDERLY

The following Smoke-Free Policy is incorporated in full to the Lihue Gardens Elderly's House Rules.

Background

According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. The elderly and young populations, as well as people with chronic illnesses, are especially vulnerable to the adverse effects of smoking and secondhand smoke. The EPA has identified secondhand smoke as a Class A carcinogen. A Class A carcinogen is a cancer causing agent. Allowing smoking within residential units exposes all residents and site staff to these known carcinogens.

Smoking is a leading cause of residential fires and the number one cause of fire deaths in the U.S. Some insurance companies offer discounts on property casualty insurance for multi-unit owners with a 100% smoke-free policy.

Residential unit turnover costs can be two to seven times greater when smoking is allowed. National housing surveys report that the majority of residents would like:

- Smoking banned in all units,
- Some type of outside smoking area.

Reason for Policy

1. To promote and maintain a healthy and safe environment for residents, visitors and staff while respecting individual choices. Research findings show that smoking and the breathing of secondhand smoke constitutes a significant health hazard. Consistent with these concerns and with the State of Hawaii ACT 295 and HRS328 regarding smoking, the following policy has been established to provide smoke-free areas and procedures for accommodating the preferences of both smokers and non-smokers.
2. Minimize the maintenance, cleaning, and redecorating costs associated with smoking.
3. Decrease the risk of smoking-related fires to property and personal safety.
4. To allow all staff the opportunity to perform their job duties in an environment that is smoke-free.

Definition

For the purpose of this document we will use the following definitions:

- "Smoke" or "smoking" means inhaling or exhaling the fumes of tobacco or any other plant material, or burning or carrying any lighted smoking equipment for tobacco or any other plant material including the burning of incense, sage and similar products.
- "Smoke-Free" buildings are classified as buildings where smoking had been allowed in the past but, at the time of policy implementation, smoking will not be allowed. Smoking will be allowed in designated areas outside the building.

Policy

It is the policy to provide smoke-free areas for residents, visitors and staff. Smoking will not be permitted in individual residential units or the common spaces of a property or facility unless otherwise specified. Where the desire of smokers to smoke conflicts with the desire of non-smokers to breathe smoke free air, the desire to have smoke-free air will have priority.

Smoke-Free Areas

Smoking is not permitted in the following areas:

- All buildings and residential units are designated Smoke-Free.
- Individual residential units are defined as the interior and exterior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies and unit entryway areas.
- Common spaces are defined as areas that are open to the public, including but not limited to community rooms, community bathrooms, community kitchens, community gardens, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, recreation areas, and within 20 feet outside of building(s) including entry ways, windows, porches, balconies and patios.
- Designated smoking areas will be indicated on each property's map if applicable.

Designated Smoking Areas

- Smoking is permitted in areas specifically designated and posted as smoking areas. Management is responsible for designating and posting signs in smoking areas.
- Lit smoking products must be extinguished, and smoking residue must be placed in an appropriate ash can or other waste receptacle located at smoking areas.

This policy applies to everyone (residents, guests, visitors, service personnel and Management) who visits, lives and works at the property.

Resident Responsibility

1. It shall be the resident's responsibility to inform his/her household members, and guests of this Smoke-Free Policy.
2. The resident shall prohibit smoking by his/her household members or guests while on the premises that would violate this policy.
3. Failure to comply or upon repeated violations to this policy may be cause for lease enforcement action up to and including termination of resident tenancy.

Management Responsibility

It will be the responsibility of Management to inform residents, guests, visitors, and service personnel of the Smoke-Free Policy and to enforce the policy.

The Smoke-Free Policy does not mean that residents/employees will have to quit smoking in order to live and/or work at affected properties. The policy will only limit smoking to designated areas.

Disclaimer by Property Manager/Owner

Resident acknowledges that Property Manager/Owner's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Property Manager/Owner would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Property Manager/Owner specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Property Manager/Owner cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Property Manager/Owner's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Property Manager/Owner does not assume any higher duty of care to enforce this Lease Addendum/House Rules than any other Property Manager/Owner obligation under the Lease.

No-Smoking Signage

Properties shall post "No Smoking" signs at designated locations.

Enforcement for Residents

If a resident or employee complains about being bothered by smoke or knows of another resident who has violated the policy, the following steps will be taken:

- 1st Violation - Site staff will visit the resident and document whether or not (s)he smelled or witnessed evidence of smoke inside the unit. Staff will follow-up the visit with a letter acknowledging the conversation and the outcome. ("Friendly Warning Letter")
- 2nd Violation - If the problem repeats, send a 10 Day compliance notice and information regarding cessation assistance. After the 10 days are up, post a 48 Hour Notice for inspection.
- 3rd Violation – Another repeat violation will result in a 10 Day compliance notice and a warning letter. ("Violation Warning Letter") After the 10 days are up, post a 48 Hour Notice for inspection.
- 4th Violation – If the violation persists, a 10 day notice to comply and/or possible eviction proceedings will be initiated if necessary.

Evictions due to violations of the Smoke-Free policy must be approved Management.

Enforcement for Employees

See Employee Handbook.

Compliance

Cooperation and consideration between smokers and non-smokers are necessary to ensure the successful implementation of this policy. All residents and staff are responsible for observing the provisions of this policy. Persons in designated smoking areas (as specified above) should honor the wishes of non-smoking visitors to that particular area.

Effective implementation of this policy depends upon the courtesy, respect, and cooperation of all residents and staff.

Questions or concerns regarding the implementation of this policy should be referred to Management. Complaints about smoking in non-smoking areas should be directed to Management.

Effective Date: September 1, 2015

Changes

Landlord shall have the right to make changes and additions to the Smoke-Free Policy in writing and distributed to all tenants of the project.

CAUTION: Tenant's signature indicates that he/she has read and understood its contents and agrees to abide by its conditions.

TENANT SIGNATURES:

Name (print): Head of Household

Signature:

Date:

Name (print): Co-Head of Household

Signature:

Date:

Name (print):

Signature:

Date:



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LIHUE GARDENS ELDERLY PET POLICY

INTRODUCTION: Pets are a serious responsibility and risk for each Resident in the project. If not properly controlled and cared for, pets can disturb the rights of others and cause damages for which Pet Owners will be held liable.

1. OWNERSHIP:

Residents of Lihue Gardens Elderly may own and keep one dog, or one cat, or not more than two birds or a 25 gallon aquarium and shall be referred to as Pet Owner. The Pet Owner must maintain each pet responsibly, in accordance with applicable State and local public health, animal control and anti-cruelty laws and regulations and rules.

2. ASSISTANCE ANIMALS THAT ASSIST THE DISABLED:

- a. Assistance animals are not pets and are excluded from the Pet Policy.
- b. Assistance animals are animals individually trained to do work or perform tasks for the benefit of a person with a disability or animals that provide emotional support of a person's disability.

3. DEFINITION AND LIMITATIONS:

"Pets" mean the following domesticated, common household animals, and no others: cats, dogs, birds and fish. Only one four-legged furry, warm body pet per household will be permitted. The weight of the animal shall not exceed 25 pounds (adult size). Dobermans, Pit Bulls, Rottweilers and mixtures of these breeds are not only large but also aggressive animals and are not permitted. Exotic cats shall not be permitted. One medium size bird or two small birds (parakeet size) may be kept in one cage. Only one aquarium, which shall not exceed 25 gallons, may be kept. A determination of the breed and probable mix can be made by a veterinarian, pet store owner, humane society or by a decision of the pet committee.

Animal such as snakes, reptiles, rabbits, ferrets, monkeys, rodents and insects are not permitted under any circumstances.

4. PET COMMITTEE:

The Landlord or a Tenant Association shall appoint a Pet Committee preferably with an equal number of Pet Owners and non-pet owners on the Committee. The Committee will assist the Landlord in monitoring the Pet Policy. Any violation of the Pet Policy and/or sighting of any stray animals within the boundaries of the housing project will be immediately reported to the management staff. The Committee will interview the applicant, observe the pet and make a recommendation to the Landlord.

5. REGISTRATION AND REQUEST FOR OWNERSHIP:

Pet Owner must register their pet before bringing it on the premises, by filing a written request with Landlord and include:

- a. Name of pet, type (dog, cat, bird, or fish), breed, weight, age, and color. A determination of the breed and probable mix can be made by a veterinarian, pet store owner, humane society, or by a decision of the pet committee.
- b. A current dog license with collared ID tag with the Pet Owner's name and address.
- c. A cat shall have a collared ID tag with the Pet Owner's name and address.
- d. Veterinarian's statement verifying that the animal is in good health, current with all inoculations or boosters, has no communicable diseases or pests, and, in the case of cats and dogs, is spayed or neutered and house broken and docile.
- e. An affidavit with the name, address and phone number of an alternate custodian who will take custody of the pet from the project when the Pet Owner is away overnight or longer. In addition, the alternate custodian must be available to take custody of the pet from the project within twelve hours if the Pet Owner is incapacitated or dies. This affidavit shall be renewed annually. A resident of the project cannot be named as an alternate custodian.
- f. A letter of reference on the pet from a previous landlord, if applicable.
- g. A color picture of the pet or aquarium must be provided both at the time of application and when the pet reaches adult size.
- h. A statement by the Pet Owner that the dog or cat has never bitten or scratched a person or animal.

Upon completion of all requirements, the Pet Committee shall submit the request for approval to the Landlord. A decision shall be made within 10 days of receipt of a decision by the committee. If the request is approved by Landlord, Pet Owner shall execute the Pet Consent Agreement.

6. REFUSAL OF PET REQUEST:

Landlord may refuse the request for ownership for the following reasons:

- a. The pet exceeds the limitations set above.
- b. Pet Owner fails to provide complete information required in the Pet Policy.
- c. Landlord determines that Pet Owner is incapable of keeping the pet in compliance with this policy and other factors such as the pet's temperament, size or the Pet Owner's habits and practices.

7. DEPOSIT AND REFUND:

- a. A pet deposit of \$300.00 is required for a cat or a dog. A minimum of \$50.00 is required prior to housing the pet on the premises. Monthly payments of \$10.00 can be arranged until the full deposit is made. Pet Owner may make larger payments or pay the deposit in full. The amount of deposit can be changed periodically by HUD and the amount of the new deposit shall be posted in the project office.
- b. This deposit is refundable within 14 days after the Pet Owner disposes of the pet or vacates and after deducting expenses attributable to the pet on the property. If expenses exceed the deposit, the Pet Owner shall reimburse the Landlord for the balance.

8. SANITARY STANDARDS:

Pet Owners must:

- a. Exercise their dog daily not only for their health but to allow for the deposit of waste in designated areas only and are forbidden in all other areas. The designated area shall be selected by the Pet Committee.
- b. Remove and properly dispose of all removable pet waste as it occurs. Failure to remove the waste shall result in a waste residue removal charge of \$5.00 per occurrence. If the waste is not solid enough for removal by hand, it should be washed down immediately until the residue is no

longer noticeable. Waste must be disposed of by being placed in a sealed plastic bag and then placed in a designated trash container outside of the building.

- c. Take pets elsewhere to exercise or deposit waste if there are no areas on the premises designated for such purposes.
- d. Place litter boxes on tiled surfaces only and never on a carpet.
- e. Remove waste from litter boxes daily by placing the collection in a sealed plastic bag and placed in designated trash containers.
- f. Completely change litter not less than once a week and the used litter shall be placed in a plastic bag and placed in designated trash containers.
- g. Pet Owner shall take adequate measures to eliminate animal odors within or surrounding the unit and maintain the unit in a sanitary condition at all times.
- h. Never dispose of any litter or waste in any drain or toilet and shall be responsible for all costs associated with the plumbing and repair of any septic tank system. No paper towels shall be disposed in the toilet after cleaning the animal or picking up waste. All paper towels must be placed in a plastic bag and disposed of outside the unit.
- i. Use only designated washers and dryers for pet laundry if the project has more than three washers and three dryers. Otherwise, all pet laundry must be done in a commercial facility. When using the designated washer, Pet Owner shall mix baking soda with their laundry detergent to eliminate pet smells.
- j. Provide food and water to pets inside the dwelling unit exclusively and only on the tiled areas of the unit and not on the carpets. No food and water is permitted outside the unit.
- k. Birds must be confined to a cage at all times. The cage must have newspapers or like material covering the bottom for the collection of waste and seeds. The newspapers must be changed not less than once a week by placing it in a plastic bag and placed in designated trash containers.
- l. If a bird dies, it shall be disposed of by placing it in a plastic bag and given to the Department of Health for disposal.
- m. If a pet dies, the Pet Owner shall notify the Landlord within seven (7) days. No replacement shall be authorized without the Landlord's written approval.
- n. Aquariums must be cleaned at least once a week.
- o. All pets must be bathed periodically in an area designated for animals or in Pet Owner's unit. Clean up of the bathing area is the sole responsibility of the Pet Owner.

9. RESPONSIBLE PERSON:

Pet Owners or any member of their household and guest are considered responsible persons who shall be equally responsible for the pet under these rules.

10. PET RESTRAINT:

Pet Owners must restrain and control their pets at all times in accordance with State and local leash laws while on the common areas of the project. Pets cannot be housed outside the designated unit. When taken outside, dogs and cats must be kept on a leash, no longer than eight (8) feet. Landlord shall have the right to pick up unleashed pets and/or report them to the proper authority. Pet Owner shall be responsible for any associated costs.

11. GENERAL PROVISIONS:

- a. In the case of dogs, proof that the pet is currently licensed must be provided annually.
- b. Evidence that the dog or cat is in good health and has received all current inoculation or boosters required by state and county laws and regulations must be provided to the Landlord annually.

- c. A signed affidavit from the alternate custodian must be provided to Landlord annually that the alternate custodian is willing to take temporary custody of the pet when the Pet Owner is unable to care for the pet.
- d. No pet may be kept in violation of state law, or local ordinances with respect to humane treatment.
- e. If pets are left unattended for a period of twenty-four (24) hours or longer, the Landlord may enter the dwelling unit to remove the pet. The Landlord will transfer the pet to the proper authorities, subject to the provisions of Hawaii State law and pertinent local ordinances. Landlord accepts no responsibility for the animal under such circumstances.
- f. Dogs and cats must wear identification tags specifying Pet Owner's name and apartment number
- g. No pet shall be kept, raised, or bred for any commercial purpose.
- h. Pets are not permitted in offices.
- i. Pets shall not be tied to any fixed object outside of the dwelling unit including but not limited to fences, walkways, posts, trees, parking lots, lawns, or any other area within the project.
- j. Pets must not disturb, interfere, or diminish the right, comfort, convenience and peaceful enjoyment of neighbors and other residents of the project. The terms "disturb", "interfere", and "diminish" shall include but not be limited to excessive barking, howling, chirping, biting scratching, and other like activities. Excessive barking shall occur if the dog barks intermittently for 30 minutes or constantly for 10 minutes to the disturbance of others.
- k. If necessary, the Committee may require the Pet Owner to move to another unit to accommodate a resident who has allergies caused by the pet.
- l. Pet Owners cannot alter their dwelling unit, patio, or unit area except by written approval of Landlord. No animal enclosures, doghouses, animal runs, etc. will be permitted.
- m. Pet Owners are prohibited from feeding or harboring stray animals or birds. The feeding of stray animals/birds shall constitute having a pet without the permission of the Landlord.
- n. Guests may not bring any pet of any type or description onto the project. No pet sitting will be allowed.
- o. Pet Owner must restrain and prevent the pet from gnawing, chewing, scratching or otherwise defacing the doors, walls, windows and floor and floor coverings of the unit, other units, and the common areas, buildings and landscaping.

12. LIABILITY FOR DAMAGES, CLEANING, ETC.:

Pet Owners shall be liable for the entire amount of all damages caused by such pet and all cleaning, exterminating, and deodorizing required because of such pets. This applies to carpets, doors, walls, blinds, windows, screens, appliances, and any other part of the dwelling unit, landscaping, and other improvements of the property. If such items cannot be satisfactorily cleaned or repaired, Pet Owner must pay for the complete replacement by the Landlord. Payment for damages, repairs, cleaning and replacements, etc. shall be due immediately upon demand. Pet Owner shall be strictly liable for the entire amount of any injury to the person or property of others caused by such pet and Pet Owner shall indemnify Landlord for all litigation resulting from the same.

13. REVOCATION:

The Pet Owner's pet ownership may be revoked at any time for a violation of the Pet Policy, House Rules, lease or the following reasons:

- a. Improper or inadequate care of the pet.
- b. The pet presents a threat to the safety and security of others on the premises.
- c. The pet is destructive or causes an infestation or subject to a pandemic.
- d. The pet disturbs other residents of the project for reasons including but not limited to noise, odor, cleanliness, sanitation, and allergic reactions.

- e. Failure to abide by the recommendation of the Pet Committee.
- f. Failure to renew or re-validate the annual ownership requirements.
- g. Failure to reimburse Landlord for costs attributable to the presence of the pet.
- h. Repeated violation of the Pet Policy on more than two (2) occasions within a 12 month period.

14. NOTICE OF VIOLATION:

A notice of violation must be served on the Pet Owner and contain:

- a. A brief factual statement of how the alleged pet violation was determined and the Pet Policy alleged to be violated, and
- b. A statement that the Pet Owner has 10 days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it, and
- c. A statement that the Pet Owner is entitled to be accompanied by another person at the meeting, and
- d. A statement that the Pet Owner's failure to correct the violation, or to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the Pet Owner's tenancy.

15. SERVICE OF NOTICE:

Service of notice for amending Pet Policy, or notifying a Pet Owner of: refusal to register a pet, Pet Policy violation, pet removal and an increase in pet deposit shall be made as follows:

- a. Sending a letter by first class mail, properly stamped and addressed, to the resident at the unit, with a proper return address; or
- b. Giving a copy to any adult answering the door at the Pet Owner's unit; or if no adult responds, by placing the notice under or through the door if possible, or by attaching the notice to the door; or
- c. In high rise buildings, posting the notice in at least three conspicuous places within the building and maintaining the posted notices intact and in legible form for 30 days.

The service of notice is effective on the day that all notices are delivered or mailed or posted.

16. PET POLICY VIOLATION MEETING:

Upon a timely request for a meeting to discuss a violation:

- a. The Landlord must establish a mutually agreeable time and place for the meeting. The meeting shall take place no later than 15 days from the effective date of the notice, unless the Landlord agrees to a later date.
- b. At the meeting, the Pet Owner and Landlord shall discuss the violation and attempt to correct it. As a result of the meeting, the Landlord may give the Pet Owner additional time to correct the violation.

17. INITIATION OF PROCEDURES TO TERMINATE A PET OWNER'S TENANCY:

The Landlord may not terminate a Pet Owner's tenancy based on a violation unless:

- a. The Pet Owner has failed to remove the pet or correct a Pet Policy violation within the applicable time period and the violation is sufficient to begin termination procedures under the terms of the lease, house rules and this Pet Policy.
- b. The Landlord may initiate procedures at any time in accordance with the provision of applicable State or local laws.

18. NOTICE OF PET REMOVAL:

The Landlord may serve notice for the removal of the pet if a resolution is not made after a meeting for a violation or if the Pet Owner has failed to correct the violation of the Pet Policy and/or Pet

Consent Agreement. The notice of pet removal must be served on the Pet Owner and contain the following:

- a. A brief factual statement of how the pet violation was determined and the Pet Policy and/or Pet Consent Agreement violated; and
- b. A statement that the Pet Owner must remove the pet within 10 days of the effective date of the notice (or 10 days after the meeting if notice was served at the meeting); and
- c. A statement that failure to remove the pet may result in initiation of procedures to terminate the Pet Owner's tenancy.

19. CHANGES:

Landlord shall have the right to make changes and additions to the Pet Policy in writing and distributed to all tenants of the project.

CAUTION: Tenant's signature on this Pet Policy indicates that he/she has read and understood its contents and agrees to abide by its conditions.

TENANT SIGNATURES:

Name (print): Head of Household

Signature:

Date:

Name (print): Co- Head of Household

Signature:

Date:

Name (print):

Signature:

Date: