

**COMMUNITY HOUSE RULES  
Branford Manor**

These Community Rules and Regulations have been established by the Owner for the safety, care and cleanliness of the Community and for the safety and comfort of all Resident(s). Representatives of **Related Management Company, L.P.** (“Management”) and **Branford Manor** (the “Community”) will be responsible for the enforcement the rules contained here within.

**1. OFFICE HOURS**

Office hours are unless otherwise posted by management. Please conduct your business with Management during these hours. The office phone number is: **(860) 445-6076**.

**2. EMERGENCIES**

Emergencies telephone numbers are posted on the office door. Please use the emergency contact numbers in the event of an emergency. An emergency may include, but is not limited to the following:

Fire – Contact Fire Department at <b>911</b> and notify management immediately;	No heat;	Gas leak – Contact Gas Company and notify management
Flood – Natural flood, broken water pipe (interior and exterior), flooded apartments;	No water;	Sewer backup;
Criminal Activity – Contact Police Department at <b>911</b> and notify management immediately;	Electrical failure;	Any situation that can jeopardize the health and well-being of any person on the community.

When reporting the emergency, please give your name, apartment number, phone number where you can be reached and a description of the emergency.

**3. PAYMENT OF RENT**

Rent is due on or before the **1<sup>st</sup>** day of each month. If rent is not paid by the 15th of the month, eviction process will begin as stated in the Lease agreement. Any delinquent notice which is required by any regulatory agreement, overseeing agency, by law or deemed appropriate by management will be delivered in accordance with state and local law and any other applicable laws, rules or regulations. Partial payments may be rejected at management’s sole discretion.

**4. LATE FEES, RETURNED CHECKS, AND LEGAL FEES**

If the resident does not pay the full amount of the monthly rent by the beginning of the 15th day of the month, the Owner/Agent may collect a fee of \$10.00 on the 15th day of the month. Thereafter, the Owner/Agent may collect \$1 for each additional day the rent remains unpaid during the month it is due.

A check returned by the bank due to insufficient funds in the account or any other reason will be treated as a delinquency. You are responsible for the late charges until the check is paid by the bank. After one (1) check

has been returned, you will be required to pay by certified check or money order for a period of 12 months. After two (2) checks have been returned, you will be responsible for the \$ bank charge for each returned check.

All legal fees incurred due to late payment of rent, non-payment of rent, eviction proceedings, etc. will be charged back to the resident. Legal fees are to be paid within thirty (30) days of receipt of the Landlord's demand for legal fees. Legal fees will vary on the case and what attorney charges per site.

## **5. MOVING IN**

Resident(s) shall be responsible for the moving of their furniture and personal items to and from the leased Apartment. The moving of furniture to and from the leased Apartment is permitted at such times as designated by Owner/Agent. Resident is responsible for ensuring all packing cases, barrels or boxes used in moving do not impede any egress to and from the Community; to not interfere with the normal business operations of the Community; to not interfere with Fire Lanes, hallways or other common areas and their accessibility. Resident(s) shall be responsible for the removal of all empty moving material and its proper disposal in the Community's designated rubbish and/or recycling bins. Owner/Agent is prohibited from moving or handling any Resident's furniture and/or personal property. Owner/Agent will perform a Move-In inspection to determine the condition of the apartment at Move-In. Residents shall cooperate fully with Owner/Agent to permit and, from time to time, local government code enforcement officers to inspect the Apartment pursuant to local ordinances impacting Owner/Agent's Resident occupancy regulations.

## **6. POSSESSION**

Possession of the Apartment shall not occur until (a) Resident(s) and Owner/Agent have signed the lease (b) the prior Resident(s) has vacated the apartment and (c) Resident(s) has paid the rent for the first month of the lease term, the security deposit and any other lawful charge payable by Resident(s) prior to taking possession. If the Resident(s) is unable to take possession at the commencement date of the lease because the apartment is not ready for occupancy or because a prior Resident(s) is holding over or for any cause beyond the Owner's control, possession can be delivered to the Resident(s) by the next mutually agreed move-in date. If possession cannot be delivered by next mutually agreed upon date, either party to this lease shall have the right to terminate this lease.

## **7. MAINTENANCE**

Maintenance service and repairs will be conducted during normal business hours from , unless otherwise directed by management. Please direct all maintenance requests to the management office. Maintenance requests are organized on a priority basis. Emergency related work orders are of the highest priority and are to be addressed within **24** hours. Non-emergency related work is normally evaluated within a maximum of **72** hours.

Repairs due to negligence, deliberate destruction or items damaged beyond normal wear and tear will be billed to residents directly. Residents will be responsible for payment of damages within 30 days of the date charged. Residents will be charged for actual cost of repairs unless a list of charges has been approved by HUD that state otherwise.

## **8. RESIDENT ORGANIZATION**

Management encourages residents to become a part of the apartment community. Management recognizes the strength of the community is enhanced by the residents' participation. This includes input for establishing recreational programs and social activities. When residents form an organization, there should be an executive committee with whom management can work and which meets the minimum requirements established by the U.S. Department of Housing and Urban Development (HUD).

## **9. RESIDENT INSURANCE**

Residents are responsible for any loss and/or damage of their personal property. Therefore, Management strongly recommends that you obtain insurance to protect your belongings. Insurance coverage purchased by Management/Owner **specifically excludes damage of a resident's personal belongings**. Renters insurance may be obtained from most local insurance agents at a competitive rate.

All personal property placed in the premise shall be at risk of the resident and owner of such personal property. Neither Management nor the Community is responsible for articles left with any employee(s) or contractor(s).

If the Project is located in a special flood hazard area ("SFHA") as identified on FEMA's Flood Insurance Rate Map, by signing these house rules, which are made a part of the Lease, the Tenant acknowledges that he/she has been advised that the Project is located in a SFHA and that the Tenant may elect to purchase flood insurance from the NFIP to cover personal property up to \$100,000. FEMA defines a SFHA as an area having special flood, mudflow or flood-related erosion hazards. An SFHA is an area where the National Flood Insurance Program's ("NFIP") floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

## **10. RESIDENT SAFETY**

The safety of residents and their property is always a concern of Management. If any suspicious persons or activities are noticed in or around the community, promptly notify police and then report it to the Management office. For safety, residents should always lock windows and doors. If solicitors appear on the premises, please notify Management immediately. Management retains the right to prohibit access to the premises by persons it considers undesirable.

Management will ask for your home, work, and/or cell telephone numbers in case of an emergency. Please report any changes to these telephone numbers promptly. It is Management's policy not to disclose personal information, such as telephone numbers, to any person, business or agency without prior written consent.

## **11. RESIDENT SAFETY – DOMESTIC, DATING, AND/OR STALKING VIOLENCE**

The Violence Against Women Act (VAWA) provides protections to women or men who are the victims of domestic violence, dating violence, sexual assault and/or stalking – collectively referred to as VAWA crimes. Management understands that, regardless of whether state or local laws protect victims of VAWA crimes, victims of VAWA crimes have certain rights under federal law.

This policy is intended to support or assist victims of VAWA crimes and protect victims, as well as affiliated persons, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a victim of VAWA crimes. Affiliated persons include:

- a. A spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of the victim); or

- b. Any individual, resident/applicant, or lawful occupant living in the household of that individual.

Being a victim of a VAWA crime does not require management to waive requirements set forth in the HUD Model Lease or in any lease attachment or lease addendum unless such requirements interfere with protections provided under the VAWA.

Management will not assume that any act is a result of abuse covered under VAWA. In order to receive the protections outlined in the VAWA, you must specify that you wish to exercise these protections. If you wish to exercise the protections provided in the VAWA, you should contact management staff immediately.

## CONFIDENTIALITY

The **HUD-5380 Notice of Occupancy Rights under the Violence Against Women Act** provided to you provides notice of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the victim and all information provided to management relating to the incident(s) of abuse covered under the VAWA will be retained in confidence.

Management will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or resident files.

## REQUESTS & CERTIFICATION

If you request to exercise protections provided under VAWA, Management will request that you complete, sign, and submit the **HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation** form, within fourteen (14) business days of the request.

If you have sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, you may submit written proof of this outreach in lieu of the **HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation** form. Management will accept the following:

- a. A federal, state, tribal, territorial, or local police record or court record or
- b. Documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance in addressing domestic violence, dating violence and/or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence and/or stalking has signed or attested to the documentation.

The victim is not required to name his/her accused perpetrator if doing so would result in imminent threat or if the victim does not know the name of his/her accused perpetrator.

## LEASE BIFURCATION

If management determines that physical abuse caused by a resident is clear and present, VAWA provides management the authority to bifurcate a lease (i.e., remove, evict, or terminate housing assistance to any

accused perpetrator, while allowing the victim, who lawfully occupies the home, to maintain tenancy) to the extent allowed by and in accordance with state and local landlord/tenant law.

## **LEASE ADDENDUM**

The HUD approved lease addendum will be implemented and provided in accordance with HUD guidance and is required to be signed by all adult household members over the age of 18 years.

## **LEGAL ACTION**

Victims are encouraged to seek police/legal protection from their accused perpetrator. VAWA does not limit the authority of Management, when notified of a court order, to comply with a court order with respect to:

- a. The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- b. The distribution or possession of property among members of a household.

VAWA does not limit management's authority to deny, evict or terminate assistance to a resident/applicant for any violation that is not the result of an act of domestic violence, dating violence, sexual assault, or stalking.

VAWA does not limit management's authority to terminate assistance to or evict a resident when management can demonstrate that an actual and imminent threat to other residents/applicants or those employed at or providing service to property would be present if that resident is not evicted or terminated from assistance. Restrictions predicated on public safety will not be based on stereotypes, but will be tailored to particularized concerns about individual residents.

Management will take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

## **EMERGENCY TRANSFER**

Management will consider an Emergency Transfer Request when a person seeking to exercise VAWA protections feels that he/she is:

- a. In in imminent danger;
- b. Was sexually assaulted on the property within 90 days of the request

Please see the ***HUD-5380 Notice of Occupancy Rights under the Violence Against Women Act*** for additional information.

## **12. BUILDING SAFETY SYSTEMS**

It is unlawful for the Resident of, or visitors to, the Apartment to destroy or remove the smoke or carbon monoxide detector, remove the batteries or tamper with any safety equipment in the Apartment. Any evidence

of the damage, removal or tampering of any detectors in the Apartment will result in the possible termination of the lease.

### 13. KEYS AND LOCKS

Keys to the apartment, mailbox, entry gate/doors, and laundry room (if applicable) will be supplied to each household at move-in. All keys are to be returned to the office upon vacating the apartment. Residents are not permitted to change locks, knockers, or other hardware on any door without prior written consent from Management.

Management does not allow for the borrowing of keys from the office. However, Management will allow for access to the apartment during normal business hours upon presenting proper photo identification. A fee of will be assessed if management is called to unlock a door after normal business hours; a fee of will be charged to change the locks at resident's request. A charge of **\$Actual Cost** will be assessed for each apartment replacement key and a charge of **\$Actual Cost** for each mailbox replacement key.

### 14. SOLICITING

Soliciting is strictly forbidden in the Community. Residents are strictly forbidden from soliciting fellow Residents for the sale of any good or service anywhere in the Community. It is requested that Resident(s) notify the office if a solicitor appears.

### 15. VEHICLES AND PARKING

Applicable. Branford Manor provides parking.

Not Applicable. Branford Manor does not provide parking.

Parking Rules and Regulations agreement must be executed between Resident(s) and Owner/Agent before parking a vehicle in the premises. Please refer to the executed agreement for all parking rules and towing policy.

### 16. OCCUPANCY

Only the person(s) listed on the Lease are considered members of the household and are allowed to live in the apartment. All changes in household composition must be reported to Management within ten (10) days.

Visitors are not permitted to stay in your apartment longer than fourteen (14) consecutive calendar days within a 6-month period without consent of the Owner/Agent. Visitors staying longer than fourteen (14) days will be considered unauthorized household member(s) and may subject the Resident to eviction or loss of rental assistance. A visitor should not receive mail or other deliveries to your apartment address.

### 17. EXTENDED ABSENCE OR ABANDONMENT

The apartment and any personal property remaining in the apartment shall be considered abandoned and Management shall have the right to dispose of any such personal property with in State and local laws when: (a) the apartment remains unoccupied for a period longer than 60 continuous calendar days for personal reasons as any time period longer than 60-days is not permitted; (b) the apartment remains unoccupied longer than 180 continuous calendar days due to medical reasons; (c) Management has taken legal action to contact the resident by posting a notice on the resident's door in an effort to confirm occupancy or regain possession of the apartment.

## **18. REMAINING FAMILY MEMBER**

To qualify as a remaining family member when the head of household leaves the apartment, certain criteria must be met, as follows:

- a. The individual must be a party to the Lease prior to the current head of household moving out of the apartment;
- b. The individual must be at least 18 years of age; and,
- c. The remaining member must meet all of the required program and project eligibility criteria as described in the community's Tenant Selection Plan.

## **19. RESIDENT LIABILITY**

The head of household is responsible for the conduct and actions of household members and their guests and will be liable for any consequences. We ask that families explain this responsibility to all household members and guests. The head of household will be billed if household members or their guests are found damaging or vandalizing any part of the grounds, common areas, and/or apartments. For safety purposes, household members and guests are not permitted to loiter in common hallways, breezeways, entrances, laundry room, parking lots, or near any devices on or near the building. Drinking of alcoholic beverages in common areas of the community is prohibited. Noise, etc: Good judgment and consideration for others must be used in playing musical instruments, CD's, radios, TV sets, and in all other activities during posted community quiet hours.

**BUSINESS ESTABLISHMENT OF THE PREMISES:** The resident shall not carry on any business whatsoever or display signs of any type on the premises. No signs or advertising materials will be permitted to be posted anywhere on the Community.

## **20. CONDUCT**

No Resident shall perform acts or otherwise cause other Resident(s) or employees of the Apartment Community to experience undue fear or apprehension. This includes any form of harassment, threatening behavior, or acts of violence that instills fear into employees or residents, or any obscene, abusive, or threatening language or gestures. Any such actions will be deemed a breach of quiet enjoyment and therefore grounds for eviction. If any complaint against Resident or Resident's guests is of such gravity that the Police are summoned, Owner/Agent must be informed by that Resident placing the complaint. Resident will not engage in objectionable conduct. Objectionable conduct means behavior that makes or will make the leased premises or the Community less fit to live in for Resident or other occupants. It also means anything that interferes with the right of others to properly and peacefully enjoy their Apartments or the Community, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other Residents. Objectionable conduct by Resident gives Owner the right to end this lease. Complaints of a minor nature, which a Resident experiences with the guests or another Resident, should be resolved between the Residents if possible.

## **21. ATTIRE**

Residents should be dressed when in common areas. Footwear is required.

## **22. WILDLIFE**

Due to disease, pests and other hazards associated with wild, stray, or feral animals, the feeding or care of these animals is prohibited in the Community.

### 23. POSSESSION OF FIRE ARMS/WEAPONS

Resident must adhere to the Federal, State and Local laws pertaining to possession of firearms/weapons. Resident shall never threaten or aim a firearm/weapon at anyone.

### 24. SMOKING FREE HOUSING

Due to increased risk of fire, the known health effects of secondhand smoke, and increased maintenance costs smoking is prohibited in any area of the property, both private and common, indoors, and within 25 feet of the building(s) including entryways, balconies, and patios. This policy applies to all residents, guests, vendors, staff, and service persons. Residents are responsible for ensuring that all household members and guests comply with this rule.

The term “smoking” is defined as inhaling, exhaling, burning or carrying any lighted cigarette, cigar, pipe, or other tobacco, marijuana, synthetic marijuana or similar product in any manner or any form. Residents are responsible for ensuring that all household members and guests comply with this rule. New residents, new additions to existing households, and any and all guests are prohibited from smoking anywhere in the building, including apartments and other areas as noted above. Smoking will not be allowed near any playgrounds, pool areas or outdoor seating areas that other residents may typically use. **SMOKING IS PROHIBITED AT THE COMMUNITY.**

### 25. PET POLICY

Applicable. Branford Manor allows for pets.

Not Applicable. Branford Manor does not allow pets.

A Pet Agreement must be executed between Resident(s) and Owner/Agent before moving a pet onto the premises. Please contact the Management Office for more information regarding pet rules and agreement. Reasonable accommodations are available for those Resident(s) requiring an assistance animal due to disability.

### 26. LAUNDRY FACILITIES

Applicable. Branford Manor has laundry facilities.

Not Applicable. Branford Manor does not have laundry facilities.

If laundry facilities are available at the community, such laundry facilities are for exclusive use by residents and live-in attendants during the hours posted. Do not leave clothes unattended. Management is not liable for any lost or stolen items.

Please follow posted operating instructions carefully. Refrain from placing plastic items in the dryers – they may ignite. Do not overload machines. Wipe off machines after each use and place lint, empty containers, and other trash in the trash receptacles provided.



Third (3rd) party contractors are responsible for the repair and maintenance of all 3rd party owned laundry equipment. If a machine malfunctions, please contact the vendor listed on the machine and notify management.

In accordance with local fire code, doors are to be kept closed at all times. Please be reminded that **SMOKING IN LAUNDRY ROOM(S) IS PROHIBITED.**

## 27. POOL AND/OR SPA FACILITIES

Applicable. Branford Manor has pool and/or spa facilities.

Not Applicable. Branford Manor does not have pool and/or spa facilities.

Pool Rules Agreement must be executed between Resident(s) and Owner/Agent before moving in. Please refer to the executed agreement for all rules pertaining to the use of facilities.

## 28. FITNESS CENTER

Applicable. Branford Manor has a fitness center.

Not Applicable. Branford Manor does not have fitness center.

Fitness Center Agreement must be executed between Resident(s) and Owner/Agent before moving in. Please refer to the executed agreement for all rules pertaining to the use of the fitness center.

## 29. PLAYGROUND AND/OR OUTDOOR RECREATION FACILITIES

Applicable. Branford Manor has outdoor recreation facilities.

Not Applicable. Branford Manor does not have outdoor recreation facilities.

If outdoor recreation facilities are available at the community, such facilities are for exclusive use by residents and permitted persons during the hours posted. Residents must follow all posted signage regarding rules and use of facilities.

## 30. COMMUNITY APPEARANCE

Resident agrees not to litter or deface community grounds, attach unauthorized objects or devices outside the apartment or building without Management's prior approval. No awnings or other similar projections are to be attached to the outside of the apartment or building of which the apartment is a part of. Windows and windowsills are to remain clear of clutter and debris. Residents shall not display any signs, exterior lights or markings on apartments. Items are not to be used on breezeways, entry walkways, stairs or sidewalks. Do not store items such as bicycles, skateboards, plant pots, etc. on entry walkways, breezeways, hall or stairs at any time. Keep breezeways and porches free from storage of unsightly or hazardous items. All areas outside the apartment, including the lawn area, patio/balcony, entrance, hallways, breezeway, and stairs are to remain free and clear of clutter and debris, which would detract from the appearance of the community. This rule applies to all recreational sports equipment, which includes but is not limited to bicycles, rollerblades, skateboards, etc. Inflatable pools are not allowed on the grounds of the property unless otherwise approved by management. Flowers, shrubs and vegetables shall be planted only in areas designated by Owner/Agent.

### **31. TRASH AND RECYCLING**

Resident(s) is responsible for the removal and proper disposal of rubbish created by their household. All other rubbish must be placed in appropriate rubbish receptacles as designated by Owner/Agent. Furniture, mattresses, and other bulky items should not be placed in the dumpster or trash chute area. Contact the Management office for information on how to properly dispose of furniture/bulky items. Rubbish should be inserted into plastic garbage bags, tied and sealed closed prior to depositing into the Community's rubbish receptacle or rubbish chute. Resident(s) is responsible for ensuring all rubbish enters the receptacle or chute and agrees to not place rubbish on the floor or ground or around the containers. Resident(s) is responsible for the proper disposal of recycling materials and agrees to conform to all Community recycling requirements.

### **32. TOXIC WASTE AND/OR HAZARDOUS MATERIAL**

Resident(s) understands and agrees not to dispose of any toxic waste, medical waste and/or hazardous material into any receptacles provided by Owner/Agent. Resident(s) will be required to dispose of toxic waste, medical waste, including but not limited to needles, syringes, and prescriptions, and/or hazardous material in accordance with Federal, State and Local laws. Resident(s) understands and agrees not to store any hazardous material in the Apartment, building or any other areas of the Community, including gasoline, oil, flammable material, car batteries and/or any other hazardous materials. Resident(s) understands and agrees not to flush any toxic/hazardous waste or medical waste.

### **33. LITTERING**

Resident(s) and their guests are expressly forbidden to throw anything from the patio, balcony, windows or doors, or in the halls or stairs of the buildings, or upon any property located in the Community.

### **34. CARE FOR YOUR APARTMENT**

Management requires residents to maintain their apartment in a safe and sanitary condition. Resident is responsible for any damage to the apartment in excess of normal wear and tear. Examples of damage that are beyond normal wear and tear are: holes in the walls, broken windows, bent or missing screens, stains and discoloration on the floors and walls. Resident should not attempt to make any unauthorized repairs or physical alterations to the apartment or install or repair any electrical, mechanical, or plumbing equipment, as this is the responsibility of Management and property of Owner. Any alterations in the apartment is strictly prohibited without prior written consent from Management.

### **35. CARE FOR APPLIANCES**

Residents are required to maintain all appliances provided by the Owner/Agent in a safe and sanitary condition. Resident is responsible for any damage to the appliances in excess of normal wear and tear. Resident must notify the Management office of any inoperable appliances. Washers, dryers, or dishwashers are allowed only if the apartment is so equipped for such appliances. Portable washers, dryers, or dishwashers are prohibited. Waterbeds or any type of water-filled furniture is strictly prohibited without prior written consent from Management.

### **36. GARBAGE DISPOSAL**

Applicable. Branford Manor has garbage disposals.

Not Applicable. Branford Manor does not have garbage disposals.

Never put your hands down into the disposal while it is running as that may cause bodily injury. Glass, plastic, and metal should not go into the disposal. Corn husks and other fibrous items, such as celery, lettuce, and potato peels, shouldn't be put into the disposal as they may clog the drain. When disposal is in use, let water run for 15 to 30 seconds to flush the pipe; then turn off the water.

### **37. PEST CONTROL**

Owner/Agent provides Pest Control Services. Notification for this service will be delivered to the scheduled Apartment(s) prior to the date of service. In the case of any pest or infestation, prevention and early detection can help to prevent or reduce the exposure to pests. **EXTERMINATION SERVICES CANNOT BE REFUSED.** Refusal of access for pest control will constitute a violation of the Lease Agreement. If a Resident(s) household has difficulty preparing for a scheduled Extermination due to a disability, Owner/Agent will consult with Resident(s) to make necessary arrangements.

### **38. BEDBUG INFESTION**

Each resident represents and warrants that if they previously lived anywhere that had a bed bug infestation that all of their personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. Each resident also represents and warrants that such items are free from further infestation.

Residents shall allow Management and their pest control agents to access resident's apartment at reasonable times to inspect or treat for bed bugs. Residents and their family members, occupants, guests, and invitees must cooperate and not interfere with inspections and treatments. Residents must not attempt to treat any suspected or confirmed bed bug infestation themselves. Management may, at its discretion, contract with a professional exterminator to preventatively treat the resident's apartment. If additional service is necessary, the resident must notify Management immediately. The Resident must immediately notify Management of any known or suspected bed bug infestation or presence in any of resident's clothing, furniture or other personal property; any recurring or unexplained bites, stings, irritations or sores of the skin that the resident believes is caused by a pest in the apartment; and/or of any condition or evidence that might indicate the presence or infestation of bed bugs.

Management has the right to select a licensed pest control professional to treat a resident's apartment and the method of treatment, including treating adjacent or neighboring units even if those units are not the source or cause of a known infestation.

Upon twenty-four (24) hours advance notice from Management, the resident is required, at his/her own expense, to properly prepare his/her apartment for extermination treatment in accordance with the instructions provided by Management or its professional exterminator. If the presence or infestation of bed bugs is confirmed, the resident must cooperate with Management's pest control agents to treat and eliminate the bed bugs. This includes following all directions regarding cleaning or treating the apartment, removing or destroying all personal property that cannot be treated or cleaned, and/or temporarily vacating the apartment and removing all belongings in order for pest control services to be performed. Failure to acknowledge and comply with extermination notices and/or preparation procedures will be deemed a substantial breach of the resident's Lease and may result in termination.

To the extent permitted by the Lease and applicable laws, the resident may be required to pay all costs of cleaning and pest control treatments incurred by Landlord to treat the apartment for bed bugs. Failure to pay the aforementioned costs will be deemed a substantial breach of the resident's Lease and may result in termination.

**39. UTILITIES**

Written proof that utility arrangements have been made must be presented to Management before move-in. Where utilities are paid by the resident, the resident must maintain continuous service at all times, without interruption. Utility cutoff from a resident's apartment is considered a life-threatening condition and may result in termination of the Lease Agreement. Any additional major appliances must have written approval from Management before installation.

**40. ENERGY CONSERVATION**

Conserving energy saves dollars for you and the entire community. We ask that you and your family observe the following energy-saving guidelines:

Turn off lights and appliances when not in use	Close drapes or blinds to keep out sun or cold	Do not wash vehicles on premises unless permitted
Use low wattage light bulbs	Defrost refrigerator when necessary, and keep refrigerator door closed as much as possible	Keep windows and doors closed when air-conditioning or heater is in use
Set thermostats at energy saving degrees in summer and winter	Do not install additional appliances such as freezers, extra refrigerators, etc, without prior written approval from Management	Report water leaks and running toilets as they occur

**41. FIRE PROTECTION**

Smoke detectors and fire extinguishers are provided as a measure of safety. Residents are responsible for notifying Management when a fire extinguisher activates, or when a smoke detector is inoperable or expired. **DO NOT REMOVE OR TAMPER WITH ANY FIRE PROTECTION EQUIPMENT.**

**ABSOLUTELY DO NOT:**

Leave any activated stovetop unattended, or allow grease to accumulate in cooking areas;	Leave an iron on or unattended;	Store any flammable items in boiler rooms, furnace areas, and/or heater closets or open flames;
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Leave any cooking unattended, or allow grease to accumulate in cooking areas;	Keep, store or use portable gas and/or charcoal grills on the premises.	
Leave matches or lighters within the reach of minor household members;	Keep fireworks in your apartment or storage compartments;	

Resident will be responsible for all repairs to the Owner's property due to damage caused by fire to an apartment or building by a household member or guest.

#### 42. HEATERS

Kerosene and any other type of fuel-operated heaters are prohibited in the apartment. Ovens are not to be used as a heat source. If at any time the heating source provided by the Owner/Agent is not working properly the resident must notify management promptly.

#### 43. GRILLS

The use of any type of grills and all other cooking devices, excluding the kitchen stove and other small appliances, is prohibited anywhere in the apartment, balcony, porch, patio, or within 20 feet of the building. Grills may be used in areas designated by the Owner/Agent.

#### 44. PIPE FREEZE PROTECTION

Applicable. Branford Manor

Not Applicable. Branford Manor

In climates where pipe freezing is a factor, residents who plan to be away from the apartment for any length of time during the cold weather season should drip faucets and must notify Management of their extended absence.

#### 45. SNOW REMOVAL

In climates and local jurisdictions where snow removal is the responsibility of the Owner/Agent, the centers of the parking lots and all main sidewalks will be plowed. Salt or ice-melt will be applied as needed. Residents must use extreme caution walking and driving in hazardous winter conditions. Snow banks can be dangerous and unstable and should not be climbed or used for play.

During a snow emergency, and when the staff is working in the parking area, residents must be prepared to move their vehicle. Residents are responsible for their vehicles, and vehicles belonging to visitors and guests. If a resident does not move their vehicle, the vehicle will be towed at Owner/Agent's sole discretion without exception and without notice.

#### 46. APARTMENT INSPECTIONS

Management will perform apartment inspections at least annually to identify needed maintenance, safety or fire hazards, and poor housekeeping. You must allow Management reasonable access to your apartment for these inspections to take place. Maintenance staff will address any life-threatening conditions immediately. When unsanitary or unsafe conditions affecting the health and safety of the resident and their neighbors are

discovered, an infraction notice will be issued to the resident, and a re-inspection date will be established. If the unsanitary or unsafe condition remains uncorrected, action will be taken, up to and including termination of the Lease Agreement. Damage caused by residents will be corrected and billed to the resident.

#### **47. REPORTING THE PRESENCE OF MOLD**

Mold will grow in an environment that is not properly ventilated and heated. It is necessary for you to maintain appropriate climate control, keep your apartment clean, and take necessary measures to retard and prevent mold from accumulating. Clean and dust the apartment on a regular basis to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. Do not block or cover any heating, ventilation or air-conditioning ducts.

In the event that mold is suspected or if a resident observes conditions that could lead to the accumulation of moisture in the resident's apartment, the resident must immediately notify Management. Please contact Management immediately if any of these conditions are identified:

- a. Any evidence of a water leak or excessive moisture in the dwelling apartment, common hallways, storage room, garage or other common areas;
- b. Any evidence of mold that cannot be removed with a common household cleaner;
- c. Any failure or malfunction in heating, ventilation or air conditioning; or,
- d. Any inoperable doors or windows.

In the event Management provides notice to resident of Management's intention to take action within the residence regarding any condition conducive to mold growth, potential mold growth or mold, the resident must provide access to the apartment, so that management can address the issue.

Should Management determine that the resident needs to vacate the residence during mold or moisture related remediation, Management will discuss relocation options with the resident for adopting necessary accommodations while the household's apartment is being remediated.

In the event the resident:

- a. Fails to prevent conditions conducive to mold growth in their residence;
- b. Fails to notify Management within twenty-four (24) hours of such conditions or of any actual or potential mold problem;
- c. Refuses to allow Management access to their residence for mold or moisture remediation;
- d. Refuses to relocate in accordance with these rules and regulations; or
- e. Otherwise interferes with Management's remediation efforts,

Management will not be responsible for the consequences of such resident's conduct that leads to or exacerbates mold growth. Furthermore, any such failure or refusal by resident shall constitute a material breach of the resident's lease. In addition, Resident shall be liable to Landlord for any damage resulting from Resident's

failure to comply with the requirements of these provisions, including, but not limited to, property damage and personal injuries.

#### 48. DELIVERIES AND PACKAGE ACCEPTANCE

Applicable. Branford Manor accepts packages.

Not Applicable. Branford Manor does not accept packages.

#### 49. SATELITE DISHES / SIGNAL RECEPTION DEVICES

Applicable. Branford Manor allows for signal reception devices.

Not Applicable. Branford Manor does not allow for signal reception devices.

#### 50. VACATING THE APARTMENT

Resident(s) shall be responsible for the removal of all furniture, personal items, rubbish, packing cases, barrels or boxes at time of move out. Resident(s) shall be responsible for the final cleaning of the Apartment and will ensure the Apartment is left in the same condition as it was at move-in, less normal wear and tear. Owner/Agent will perform a Move-out inspection upon Resident(s) removal of all personal property and Resident(s) cleaning of the Apartment. Resident(s) agrees that he/she has been provided with a list of charges regarding damages and that such charges, including expenses for storage or unclaimed property may be deducted from any Security Deposit.

#### 51. DRUG FREE HOUSING

Resident(s) and any other person on the Community premises with Resident's consent, including but not limited to members of the family and guests, shall not engage in criminal activity, including drug-related criminal activity, on the Community Premises. "Community Premises", for purposes of this rule, includes not only the apartment, but all other property comprising the apartment Community including common areas and streets. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession of an illegal drug."

- a. Resident(s) and any other person in or on the Apartment or Community Premises with his/her consent **shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near Premises.**
- b. Resident(s) or members of the household will not permit the **Apartment to be used for, or to facilitate, criminal activity including drug-related criminal activity**, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- c. Resident(s) or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on the Community Premises or otherwise.
- d. Resident(s) and any other person on the Community Premises with Resident's consent **shall not engage in acts of violence** or threats of violence including, but not limited to, the unlawful discharge of firearms on or near the Community Premises.

**A SINGLE VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** Unless otherwise provided by law, **proof of violation shall not require criminal conviction**, but shall be determined by the Owner/Agent's good faith determination that the above provisions have been violated.

## **52. LIFETIME SEX OFFENDER REGISTRATION**

After June 25, 2001, HUD regulations prohibit admission of any household member subject to a state lifetime sex offender registration requirement. If at any time during tenancy a household member engages in criminal activity, including sex offenses, the Owner/Agent may pursue eviction or termination of assistance to the extent allowed by HUD, the lease, and state or local laws.

## **53. CHANGES TO HOUSE RULES**

Residents will observe all requirements and obligations imposed by the rules relating to use of building and grounds and to comply with these rules and regulations, which are deemed necessary for the safe and sanitary operation of the building and benefit and protection of the residents. The Owner/Agent may make reasonable additions or changes to these rules, upon 30 days' notice to the Resident, and the Resident(s) agrees to abide by those additions or changes. Management reserves the right to rescind or change any of these rules and to make such other rules or regulations from time to time as may be deemed necessary for the safety, care or cleanliness of the premises and for securing the comfort and convenience of all Residents. The Resident(s) shall be bound by such rescission or change following a 30-day notice communicated to the resident.

## **54. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE Resident(s) AGREES AS FOLLOWS:**

The Resident(s) acknowledges that in approving the Resident(s) for residency, the Owner/Agent is relying on statements made by the Resident(s) in its application for residency ("Application") and in its income certification documents ("Certification"). The Resident(s) acknowledges that the Owner is also relying on information provided by the Resident, or by employers and others on the Resident's behalf, and the Resident(s) agrees that if any information relied on by the Owner in approving residency, regardless of its source, including, without limitation, any information contained in the Application or the Certification or any re-certification, is incorrect or untrue, this constitutes a material breach of the Lease and the Owner may evict the Resident(s) from the premises and exercise any other remedies permitted by law.



## **EQUAL HOUSING OPPORTUNITY**

Branford Manor is an Equal Housing Opportunity provider and does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs and activities. A senior executive 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). You may address your request for review or reconsideration to:

Fair Housing Officer, Related Management Company, L.P., 410 Tenth Avenue NY, NY 10001, • (212) 319-1200, NY TTY 1-800-662-1220.