

SUNSET COURT

SUNSET COURT is owned by SUNSET COURT₁ Limited Partnership. Luminest is the managing agent. Luminest Community Development and its staff were instrumental in developing the facility and are familiar with the rules and regulations which govern SUNSET COURT. With the help of the Low Income Housing Tax Credit Program (LIHTC), SUNSET COURT opened in 2008. SUNSET COURT consists of 40 townhouse and apartment units for families and a Community Center.

Applicants with households comprised entirely of full time students are not eligible unless they meet one of the following criteria: (1) Any member of the household receives assistance under Title IV of the Social Security Act ("TANF" or foster care); (2) All adults are single parent and neither they nor any of their children are dependents of a third party, except the other parent; (3) Any member of the household is enrolled in a federal, state, or local job training program; (4) All adults are married and eligible to file a joint tax return; or (5) The full time student is/was a recipient of foster care assistance under Part B or E of Title IV of the Social Security Act. Issues such as employment, age, disability, etc. are not relative with regard to student status. If a full time student household does not meet one of the five exceptions, they shall not be considered eligible low-income households.

SUNSET COURT is an equal opportunity housing facility and does not discriminate against eligible persons on the basis of age, sex, race, creed, color, religion, national origin, handicap, or familial status.

IMPORTANT NOTE REGARDING SMOKING: This is a non-smoking facility. Smoking is prohibited throughout the buildings, including resident's apartments and balconies/patios. **Smoking is permitted outside 25 feet from buildings and play areas.** Do not throw ashes or cigarette/cigar butts on the sidewalk or in the flower beds/pots or in the parking lots or any other area of the property. Please make your guests aware of this policy as well.

I. PAYMENT OF RENT/SECURITY DEPOSIT/LATE FEES

A. RENT PAYMENTS: Rent is due on the first (1st) day of each month. All rent must be paid by check, money order or electronically, no cash will be accepted. Checks/money orders should be made payable to **SUNSET COURT**. You may pay your rent in person during office hours, or you may mail your rent payment to the office at **82 W. Queen St. Chambersburg, Pa. 17201.**

Rent will continue to accrue until the key is returned to the management office. Once the key is returned any items remaining in the unit will become the property of SUNSET COURT and will be disposed of as management chooses.

B. LATE FEES: A late charge of \$25.00 is assessed after the fifth (5th) day of the month. Late charges will be assessed if the tenant makes no attempt to pay, makes

only a partial payment or if the check written is returned for insufficient funds on any unpaid balance due.

C. PENALTIES FOR NON-PAYMENT OF RENT: If the rent and late charge have not been received in the office by the 5th day of the month, the landlord shall serve the tenant with a "Proposed Termination", or a notice to vacate the apartment in 14 days. In order to stop the termination process, the tenant must pay the total rent and late fee due, prior to the 14 day termination date. If payment is not paid in full a Notice To Quit will be issued. If the Notice To Quit is not paid within 10 days you will be expected to vacate, remove your possessions, and return the key to your unit to the housing office by the 10 day termination date or legal proceedings will be commenced. Should legal proceedings be commenced, you may be required to pay court costs and attorney fees.

D. REPEATED LATE PAYMENT OF RENT: If the tenant is late with rental payments three (3) or more times within a one (1) year period (rent not paid by the 15th business day), the landlord may refuse to renew the lease and/or terminate tenancy with a 30-day notice.

E. RETURNED CHECKS: If a tenant's rent check is returned for insufficient funds, the tenant will be responsible for any returned check fees levied by the financial institution (a minimum of \$25.00 will be charged for a returned check). If another rent check is returned for insufficient funds within a three (3) month period, the tenant will be required to make rent payments by money order for the remainder of tenancy. Please keep in mind, if your rent check is returned for any reason and it is past the 5th working day of the month, you will also be responsible for the Late Rent Fee of \$25.00.

F. SECURITY DEPOSIT: The tenant's security deposit is equal to one month's rent and is payable at initial lease signing. The security deposit may not be used to pay rent or other charges while the tenant occupies the residence.

G. SECURITY DEPOSIT RETURNS: After the initial one (1) year lease period, the lease renews month-to-month. If the tenant moves out after the initial lease period **and** has given a proper 30-day written notice of intent to vacate, (60 day notice preferred) then the tenant is entitled to a return of the security deposit, less any amount withheld for unpaid rent and/or damages caused and not corrected by the tenant (beyond normal wear and tear) to the residence.

Carpets are clean at move in and should be cleaned (shampooed) at move out. If the tenant does not leave the apartment in the condition it was presented, the tenants will be charged accordingly. If the security deposit does not cover all charges incurred, the tenant will be billed for the excess. As described, after the initial lease period, the tenant is entitled to a return of the security deposit (less any unpaid rent and damages) **ONLY** if the tenant has provided the manager with *WRITTEN notice of intent to vacate the apartment on a specific date, at least 30 days or more prior to move-out. An Intent to Vacate form for this purpose is available at the office. If 30 days written notice is not received prior to move-out, the tenant will forfeit their security deposit.*

H. Utilities: All new tenants must have the electric and gas (if applicable) transferred into their name at the time of move-in and it must remain in their name until the end of lease and keys being returned. This is mandatory. Charges incurred from the date of move-in until the utilities are transferred will be charged to the tenant's account. If the utilities are not in the tenant's name within 7 days of lease start up, it will be considered a violation of the lease.

I. MOVE-OUT BEFORE LEASE EXPIRATION: If a tenant vacates the residence before the end of the initial one (1) year lease period, he/she may be responsible for rental payments for the full term of the lease or until the unit is leased to another resident. Moving out before lease expiration, regardless of notification, will automatically result in the landlord retaining the entire security deposit.

J. ESTIMATED ANNUAL RENT INCREASES: Each November, after completing our operating budget plan for the upcoming year, our Accounting Department reviews the Fair Market Rents and recommends a rent increase if needed.

K. RENTER'S INSURANCE: SUNSET COURT strongly urges all tenants to secure renter's insurance. Your personal belongings may be worth a great deal of money and SUNSET COURT will not be liable for them. Please obtain renter's insurance to protect yourself against personal liability and to protect your belongings.

II. OFFICE HOURS AND MAINTENANCE

A. OFFICE HOURS: The office hours are posted outside the office for your convenience. The office phone number is 717-977-3900.

B. SUPPORTIVE SERVICES: SUNSET COURT has a Supportive Services Coordinator on staff available to assist if you are experiencing difficulties or emergencies where referral, advice, resources, or other assistance is needed. The Supportive Services Coordinator is also available to assist if tenants are having problems paying your rent or other bills.

C. MAINTENANCE: The tenant is responsible for normal upkeep of the apartment and maintaining their personal property and personal furnishings within the apartment. Our maintenance staff is available to correct mechanical problems in the apartment and supplied appliances, as well as maintain the common areas and grounds.

Should your apartment require maintenance, please call the office to submit a work order request. Please realize that due to staffing, routine or non-emergency maintenance requests may have to wait up to 30 days.

D. MAINTENANCE EMERGENCIES: Emergency repairs are those which if left unattended could be a threat to life or health or could cause permanent damage to the

building or personal property (not just mere inconvenience). Grounds for calling for afterhours emergency maintenance include but not limited to:

1. Complete loss of heat in apartment.
2. Person locked in elevator/total elevator failure.
3. Overflowing sink/toilet.
4. Significant roof or pipe leak (not just small dripping).
5. Damage caused by wind, storm or fire.
6. Inoperable smoke detector.

TO OBTAIN EMERGENCY MAINTENANCE, CALL 717-977-3900 (Option 1 if after hours). When calling in a maintenance emergency request, you are required to leave your name, address, phone number, and nature of the problem, please remember to speak clearly. You can expect a return call within an hour. (Caller ID may show as unavailable)

A Maintenance Mechanic is on call at all times.

Emergency maintenance DOES NOT include: Broken personal items, furniture, garbage disposal and lights. Routine maintenance-covered items will need to be put on a maintenance request form (work order) and taken care of appropriately.

D. REPAIR CHARGES: Normal wear and tear will be the responsibility of the landlord; however, willful damage, abuse, or neglect is a tenant responsibility. You as a tenant are responsible for any damage to the premises, equipment or grounds due to misuse or negligence of the tenant or other member of the household or a guest.

If the work performed is not considered normal wear and tear, you will be charged according to the schedule of standard charges for tenants which is included in this Handbook. This list will be updated as needed. These charges can be withheld from the security deposit at move-out, and/or assessed beyond the deposit amount, if necessary. These charges will only be assessed if the repair(s) is the result of tenant abuse or neglect beyond normal wear and tear.

Tenants must maintain their units to the standard of its original condition. Tenants are required to **report all damages** to the office in a timely manner (within the week) and are not permitted to alter or modify the unit. Failure to report damages is a violation of the lease and may result in the termination of your lease agreement.

Work order charges are billed and are due within 30 days of receipt

Maintenance Charges: Most items will be billed at the current labor rate (\$30.25 per hour) plus the cost of materials. Lock out charges will be \$10 during regular business hours and will be billed one hour of labor if occurring after business hours.

All tenants are responsible for having all carpets in their unit cleaned (shampooed) when necessary and prior to move out. You may elect to have management have your carpets shampooed and the amount deducted from your security deposit at move out. If you wish, you may have the Manager inspect your vacated apartment for damages and cleanliness upon move-out if you are concerned about the status of your unit.

E. LOCKOUTS:

1. **During office hours**, tenant should go to the office for assistance.
2. During normal business hours (Monday through Friday – excluding holidays 8:00 a.m. until 4:30 p.m.), a resident may call the Maintenance number for assistance.
3. If you experience a lockout between the hours of 4:30 p.m. and 8:00 a.m. and during weekends and holidays, please call the emergency number (717-977-3900 option 1); you will be charged accordingly.

III. ANNUAL RECERTIFICATION

In a recertification, the family's income is recalculated using all the same rules that were followed when completing the initial eligibility determination. The Property Manager will notify you in writing when the recertification process is to begin. Failure to comply by requested deadline will result in eviction.

REMEMBER, you are required by LIHTC regulations, HUD and Federal Law to report changes in your income. You must also furnish *ALL* sources of income, including income from assets, investments, joint accounts, pensions, welfare/public assistance, disability and unemployment compensation, life insurance, income from employment, and private business, as well as disclose non-income producing property and capital assets which you own or jointly own. You must also disclose information regarding any asset you disposed of for less than fair market value (sold for less than its value or provided as a gift) within the last two years. *FAILURE TO PROVIDE THIS INFORMATION CONSTITUTES FRAUD WHICH IS PUNISHABLE UNDER FEDERAL LAW AND CARRIES THE FOLLOWING PENALTIES:*

- * Eviction from your apartment.
- * Fines up to \$10,000.
- * Imprisonment for up to five (5) years.
- * Prohibition from receiving future assistance.

Residents that hold Housing Choice Vouchers will also be recertified annually. Section 8 will contact you when it is time for your annual recertification with them.

IV. VICTIMS OF DOMESTIC VIOLENCE, DATING OR STALKING

An incident or incidents of domestic violence, dating violence or stalking (hereafter identified as domestic violence) does not qualify as a serious or repeated violation of the lease for the victim. Criminal activity directly relating to domestic violence does not constitute grounds for termination of tenancy. This policy protects the victims of such violence or stalking who are tenants at **SUNSET COURT**. The offender or perpetrator of such acts may be evicted, prohibited from coming onto the property and/or housing assistance may be terminated for that individual.

SUNSET COURT will ask for documentation that the tenant is or has been a victim of domestic violence. Please contact the Property Manager of SUNSET COURT to report domestic violence. The victim must complete a certification form and return it to the management office within fourteen (14) calendar days. If the certification requested by the office is not supplied within the prescribed time period, the protection against termination of tenancy does not apply.

SUNSET COURT will keep the information provided confidential, including the individual's status as a victim of domestic violence. The information may be disclosed if the victim requests or consents to the disclosure in writing; the information is required for use in eviction proceedings related to whether the incident or incidents in question qualifies as a serious or repeated violation of the lease or criminal activity directly relating to domestic violence; or disclosure is otherwise required by law.

SUNSET COURT encourages any victim of domestic violence to contact the Supportive Services Coordinator for referral to an agency which counsels and provides services to a victim of domestic violence. Other agencies and churches in the community may offer services to victims of domestic violence.

V. PET RULES AND POLICIES

An acceptable pet is a domesticated dog, cat, fish or bird. The pet owner is responsible for the actions of their pet(s), and indemnifies the management and owner from property loss or injury to or caused by the pet. All pets must be approved in advance.

1. DOGS and CATS registered with the office must be updated annually at the time of the tenant's annual recertification, including a written certification from a licensed veterinarian stating that the pet has received all inoculations necessary for the period as required by state and local law is up to date.

Any animal considered vicious or is not permitted under state or local law or Code is not permitted on the property.

2. The following maximum number and size restrictions apply to pets in this facility:

DOG - One (1) dog maximum per apartment. Maximum size 25 lbs.

CAT - One (1) cat maximum per apartment. Maximum size 25 lbs.

A one dog and one cat combination is not permissible.

A dog **or** cat in combination with one of the following pets is permissible:

BIRDS - Two (2) caged birds maximum per apartment; wings must be clipped.

FISH - One aquarium maximum per apartment; 20 gallons maximum capacity.

3. A \$200.00 additional pet deposit is required of all tenant owners of dogs or cats. A pet deposit is not required for birds or fish. Pet damages will not be considered normal wear and tear and will be withheld from the security deposit if necessary. Pet deposits are transferable to a replacement pet and may be refunded (less pet damages, if any) when the tenant vacates the apartment.

4. MONTHLY PET FEE. This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets includes, but is not limited to landscaping costs, pest control costs, insurance costs, clean-up costs. The pet fee of \$10.00 is due the first of every month on a monthly basis. Charges for the non-refundable pet fee are not part of rent payable by the resident.

5. Service and RA animals are all exempted from the maximum size (weight) limit, pet deposit and monthly pet fee. All animals are still required to meet all licensing and have all vaccinations required by state law. Owners of animals must properly care for and clean up after their animal, as well as follow the other rules established for pets, as stated in this policy.

6. A pet may be dismissed permanently by management or the resident's tenancy may be terminated for failure to control his/her pet or assistance animal in accordance with the pet policy. Cause for this action would include but are not limited to: disturbing the peace (barking or whining), failure to comply with the pet rules, threatening pet behavior (scratching, biting etc.), improper disposal of pet waste, property damage, failure to register the pet properly each year, failure to keep the cage and/or pet(s) clean and insect or disease free, or failure to properly care for the animal.

7. Pets must be kept inside the tenant's apartment. Under no circumstances is a pet allowed to roam free in the common areas or anywhere on the grounds. Pets are not allowed in the community room or laundry room (except for approved assistance animals as required by law).

8. During a maintenance visit or inspection, the pet must be properly restrained at all times. Please do not restrain the pet by placing them in a room where we may need access.

9. All animal waste or litter from litter boxes or cages is to be picked-up and disposed of in sealed plastic bags and placed in the dumpster. Cage and box litter should be changed frequently. No litter or pet waste should be discarded in the toilets.

10. The pet owner agrees to thoroughly clean-up all pet “accidents” which occur in the building and on the grounds, including the lawn. The pet owner agrees to carry a scooper for this purpose and must agree to properly dispose of waste in a sealed plastic bag. Also, the pet owner must thoroughly clean-up after the pet if the animal tracks mud or dirt into the building. Failure to comply with the procedures in this paragraph and paragraph 8 will result in a separate pet waste removal charge of \$30.00 per occurrence assessed against pet owners who fail to remove pet waste in accordance with this policy and/or dismissal of the pet from the facility. Charges for pet waste removal are not part of rent payable by the resident.

11. The pet owner agrees to provide adequate care, nutrition, exercise and medical attention for the pet including, but not limited to, distemper and rabies inoculations as required. Pets which appear to be poorly cared for or neglected will be reported to the SPCA or other proper authority for removal at the owner’s expense.

12. When the pet owner plans to be away from the building for more than 24 hours, arrangements must be made for the care of the pet. Pets are not to be left unattended inside the apartment (except for fish) for more than 24 hours or left unattended for any length of time in the common areas or grounds. Such an occurrence will be treated as an emergency resulting in the removal of the pet from the premises at the owner’s expense.

13. The pet owner acknowledges that other tenants in the building may have fear of or allergies to the pet. Therefore, the pet owner agrees to exercise control of the pet and common courtesy with respect to other tenants’ rights of safe and peaceful enjoyment of the facility.

14. Under no circumstances are residents allowed to pet sit.

15. With respect to those with allergies, cat and dog owners shall make an extra effort to disinfect washing machines and clean dryer filters after laundering their clothes in the laundry room.

16. All dogs and cats must be spayed or neutered; have up-to-date inoculations as required by state law and be licensed according to state law.

17. All dog and cat owners shall use an effective means of controlling fleas on their pet and in the apartment. If a pet owner’s unit becomes flea infested, the pet owner (tenant) will be responsible for all costs associated with extermination.

18. For safety and liability purposes, **no visiting pets are allowed in the building or on the grounds at any time.** There are no exceptions to this rule. Make certain your

guests understand that visiting pets are not allowed. The tenant host will be held accountable for non-compliance with this rule.

19. It is strongly urged that liability insurance be obtained by any tenant choosing to have a pet. Restitution for any damages caused by a pet to the apartment, grounds, any person or property will be the responsibility of the pet owner.

20. Residents are strongly encouraged to make alternate arrangements for the care of their pet should they be unable to care for them. The office will provide you with a form on which you can detail the person or persons to contact in an emergency.

WILD BIRD FEEDING: Bread and other table scraps are not to be put out randomly on the grounds or thrown out below windows, as this has contributed to the fouling of windows and automobiles, as well as attracting rats, mice, and other stray domestic animals. Stray domestic animals nor wild animals are not to be fed on the property.

VI. BUILDING POLICIES AND HOUSE RULES

A. APARTMENT INSPECTIONS/HOUSEKEEPING:

We typically have the following types of inspections: Move-in, move-out, annual, monthly maintenance, and oversight inspections.

Annually, with at least (48) hours written notice, the tenant's apartment will be inspected. Tenants may choose to be present during the inspection. The purpose of the inspection is to determine if the tenant is keeping the unit in accordance with the terms of the lease and this agreement. This means tenant's apartment must be kept clean and free from:

1. Food residue and other organic waste build-up.
2. Exposed and spoiling food or other potential sources of insect and germ infestation.
3. Pet waste.
4. Organic trash and garbage.
5. Fire hazards.
6. Dirt build-up or other organic or inorganic residue.
7. Insect or other infestation.
8. Other human/organic waste or residue in the bathroom or other areas.
9. No items stored on or near the water heater or HVAC unit.

Deficiencies in housekeeping in one or more of the above-listed areas can be considered grounds for non-compliance and failure of the inspection. If tenant is unable to perform regular cleaning duties in the apartment, then tenant is responsible for securing cleaning services so that he/she may continue to pass sanitary inspections. The procedures following the inspection are:

1. If the tenant's apartment is found deficient in any of the above-listed areas, the tenant will be notified in writing by the Manager (within five business days from the date of

inspection). If tenant does not receive a notice within five days, then tenant has passed the inspection.

2. The notice will identify conditions to be corrected in order for the apartment to be in compliance with the above safety and sanitary requirements. The tenant will have fourteen (14) days from the day the notice was received to correct the deficiency. If the tenant is unable to perform the necessary cleaning service now or on an ongoing basis, the Supportive Services Coordinator is available to provide assistance in locating cleaning service providers. However, it is the responsibility of the tenant to secure those services at his/her expense within the 14 day corrective action period.

3. After the 14 day corrective action period a follow-up inspection will take place. If the apartment is still found to be unsafe and/or unsanitary the tenant shall receive notice that their lease is being terminated and they shall have thirty (30) days within which to vacate the apartment.

Monthly, a member of the maintenance staff will conduct monthly preventative maintenance of the heating and cooling systems, water heaters, fire prevention equipment, etc. You will be given a schedule well in advance of 48 hours.

Annual Oversight Inspections. Our investors and PHFA (our state monitoring agency) may require our units to be inspected annually, with a minimum of 48 hour notice. This inspection will be much like our own annual inspection, and if your unit does not meet housekeeping standards, you will be issued a lease violation. Management may decide to do a PRE-Physical Condition Critique inspection (always with at least 48 hour notice) prior to our oversight inspection so we may prepare and do needed repairs before the scheduled oversight inspection.

Other non-scheduled entrances: Management may enter the dwelling unit at any time without advanced notice when there is reasonable cause to believe that an emergency exists. Management will be allowed to enter any dwelling on an emergency basis when management has a reason to believe or has received notice of an unauthorized guest or an unauthorized pet and that the unauthorized guest and/or pet pose an imminent threat to the health and/or safety of the tenants or community.

B. REDECORATION / UNIT ALTERATION: No apartment may be altered or redecorated, including door, cabinet, or wall papering or covering, installation of fixtures repainted or carpeted. Special allowances will be made for enabling devices for individuals with a disability.

Tenant agrees not to install any aerials, antennas, satellite dishes or other fixtures to the unit, building, or property. (Exemptions may apply to Sunset Court, Redwood and SUNSET COURT).

Additional carpeting may not be permanently installed with glue, staples, nails, or other material; nor may the tenant remove the original flooring to allow for additional or

different carpeting. Small area rugs are permitted to be placed on top of the existing carpet. **Be notified, however, that each year during the apartment inspection it will be the responsibility of the tenant to remove the area rugs so that the condition of the permanent carpet below can be inspected.**

NOTE: Small area rugs with a rubber backing can cause vinyl floors to be stained (burned) permanently due to a chemical reaction. This is not considered normal wear and tear. If a resident chooses to use a rug which permanently stains (burns) the vinyl flooring, they will be responsible for the replacement of vinyl flooring due to these stains (burns).

The tenant may hang pictures and other items using small wall hanging nails designed for this purpose - not glue, paste, or putty.

The apartment is furnished with mini blinds which may not be removed. The tenant may, however, hang drapes or curtains on tension rods. Permanent rods may be permissible with the pre-approval by management staff.

Apartments may be repainted periodically in keeping with LIHTC guidelines. Tenant will be given reasonable notice in writing should his/her apartment be due for repainting. Tenant will be responsible for moving personal belongings and furniture prior to painting.

C. BUILDING ACCESS & APARTMENT KEYS: All building access keys and FOBs are the property of SUNSET COURT.

1. Each adult head of household resident will be issued 2 entry/building keys/ FOBs, at no charge, (if applicable) when residency commences. Should the Key/FOB be lost or damaged, a replacement fee will be charged. Keys/FOBs must be returned when the tenant vacates the apartment. Residents may not duplicate any property keys.

2. If the property maintains the mailboxes one key will be provided at no charge to each household. Should the tenant lose the issued key, a replacement charge will be issued.

Tenants may **not** install additional door locks in the apartment. All locks are changed at the beginning of each new tenancy. If a tenant desires to have their lock changed, this must be arranged through the Manager and the tenant will be responsible for all costs incurred.

D. PEST CONTROL/EXTERMINATION: Monthly pest control services are not provided for common household pests. If you suspect an infestation, please contact the office to report immediately. If extermination is deemed necessary, tenants must comply with the recommendations from the pest control services.

E. EXTENDED LEAVE/PARTIAL OCCUPANCY: Tenants leaving the unit for more than two (2) days (48 hours) may wish to notify the office of the departure date and return date. To protect privacy, this is not a requirement.

The lease requires that the apartment be the tenant's only place of residence and, therefore, part-time use of the apartment is prohibited. If a tenant utilizes another residence or occupies the apartment for 90 days or less per year, whether consecutively or not, then the landlord reserves the right to terminate tenancy.

Should a tenant require an extended leave of absence for medical or rehabilitative reasons, tenancy will not be terminated due to partial occupancy.

F. VISITATION POLICY/CO-HABITATION: Visitors are welcome at SUNSET COURT. It should be noted, however, that a tenant's guests (i.e. non-tenants) are the **tenant's responsibility** and are subject to and expected to follow all rules and terms of the lease agreement. Failure by the tenant's guests to follow all rules will result in action being taken against the tenant host. This would also include damages caused by the guests. The following are additional visitation rules:

1. Overnight stays by guests **may not exceed** fourteen (14) consecutive days nor more than fourteen (14) days total in a year. Any activity exceeding the limits just outlined will be considered co-habitation, which is a violation of the lease agreement and grounds for immediate termination of tenancy. Co-habitation is also defined as any person not listed on the lease that is receiving mail and stores or keeps personal property in the apartment.
2. Guests under 12 years of age must be directly supervised by an adult at all times in all locations within the building or on the grounds. No guests are to be left unsupervised in the common areas or on the grounds and must not run through the buildings or otherwise disturb the peace and safety of the facility.
3. All guests must have their own separate legal residence. If you want to add a person to the Lease, an application must be completed and submitted to the management office for approval prior to the guest moving in after 1 year of residency.

G. FIREARMS POLICY: The tenant shall not display, use or possess or allow members of Tenant's household or guest to display, use or possess any firearms (operable or inoperable), or other offensive weapons as defined by the laws and courts of the Commonwealth of Pennsylvania anywhere in the unit or elsewhere on the property of the landlord.

H. COMMON AREA ENTRANCES/STAIRWELLS: The entrance areas and stairwells into each building are designed for entering and exiting the buildings. The entrance areas and stairwells are not intended to be gathering areas for socializing. Residents should use the community room for gathering and socializing. Residents and guests should be able to enter and exit privately through the buildings.

I. RETAINING WALLS: No one is permitted to walk, sit, climb, etc., on any retaining wall on the property. Failure to abide by this policy could result in lease termination or non-renewal.

J. SKATEBOARDING: Neither residents or guests are permitted to use skateboards on LUMINEST property.

K. OTHER COMMON AREAS: We ask that you help to keep outside areas (sidewalks/lawns) clean and clear for your use and for the use of other tenants and guests. Do not leave toys, bicycles, or other possessions on the sidewalks, grassy areas, and parking lots. Children under the age of 12 years of age must be under adult supervision at all times. SUNSET COURT is not liable for accidents.

L. IMPROPER USE OF APPLIANCES/FIRE HAZARDS: On occasion, some tenants may have or begin to have difficulty in using devices or appliances responsibly and/or correctly. If a tenant uses an unsafe or defective appliance or device which creates a fire hazard, incident, or fire alarm, or repeatedly uses an appliance or device incorrectly, which creates or causes such a hazard or alarm, then to protect the safety of the tenants and others, management reserves the right to have the appliance, device, or other fire hazard, removed from the building as a condition of continued occupancy.

1. Should a tenant repeatedly set off the fire alarm through neglect or misuse of the stove or oven, or repeatedly leave the stove or oven on or unattended, causing the activation of the smoke or fire alarm, then management reserves the right to have the stove disconnected. The tenant shall receive a warning letter from the Manager after the first incident of misuse. If the tenant again endangers the welfare of the facility in such a manner within a one-year time period, the tenant will receive written notice that the stove must be disconnected indefinitely for his/her safety, and the safety of others. The tenant (or tenant's Power of Attorney) will be requested to sign an agreement to this action, and the tenant will need to arrange for an alternate method of food preparation. If the tenant will not sign the agreement or allow this action, then the tenant's lease will be terminated.

2. Electric, open hot-coil, or fuel burning space heaters are also considered a potential fire hazard and are not permitted. Infrared heaters are permitted. **Barbeque and/or gas grills must be at least 25 feet away from the building.**

M. UNIT TRANSFERS: It is the general policy of Management that requests from residents asking permission to transfer to an apartment in another area of the building will be denied. Notwithstanding the foregoing, however, Management will always consider a request to transfer as a reasonable accommodation to a person with a disability or due to being over housed or under housed. See Management for transfer request information and forms.

N. SPECIALLY EQUIPPED UNITS: Some buildings have units designed for persons with mobility, sight, and hearing impairments ("Accessible Units"). The Accessible Units

were designed and constructed specifically to meet the needs of persons requiring facilities and modifications offered in these units. Preference for occupancy of the Accessible Units will be given to families with disabled family members who require the modifications or facilities provided in these units.

When an Accessible Unit becomes vacant, before offering it to an applicant who does not need the special features of the Accessible unit, the unit shall be offered:

(1) First, to a current occupant of another unit of this facility having disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such;

(2) Second, to an eligible qualified applicant on the waiting list having a disability requiring the accessibility features of a vacant unit.

Notwithstanding the foregoing, the Landlord shall consider all requests for reasonable accommodations by applicants or current occupants of another unit in the building and implement reasonable accommodations to assist an applicant or current occupant with handicaps or disabilities, to include reasonable modifications to a dwelling unit and common areas at the expense of the Landlord, if necessary, to permit a handicapped or disabled person the full use and enjoyment of a dwelling.

If an applicant who does not need the special features of an Accessible unit accepts and moves into an Accessible Unit, then they are doing so only on a temporary basis. If no one in the family occupying the Accessible Unit has a handicap requiring the accessibility features of the unit, then the occupying tenant (or family) will be required to move to a conventional (non-Accessible) unit as soon as one becomes available, upon at least thirty (30) days advanced written notice from the Landlord. Notwithstanding the foregoing, if the tenant or member of the family occupying the Accessible Unit has a non-physical impairment disability and requests a reasonable accommodation with respect to the transfer, then the Landlord shall implement reasonable accommodations to assist the tenant when such accommodations would not constitute an undue financial or administrative burden or a fundamental alteration of the housing program.

Any damages caused by the resident to the property while moving will be billed to the resident within 30 days.

O. USE OF COMMON AREAS AND COMMUNITY ROOM/CENTER: Please remember that the hallways, entry areas, Community Room and kitchen, laundry, and grounds are common areas which every tenant and their guest(s) have a right to use. Certain restrictions apply as previously described in this document. However, every tenant is entitled to the same privileges of use of these areas. Both tenants and staff alike appreciate the efforts of those who volunteer, provide services, and contribute to the welfare of this facility. Since we have varying tastes, beliefs, and opinions, not everyone will agree on what is appropriate for these areas. With respect to the lease and these rules, management shall make every attempt to allow equal opportunities for tenants to

contribute to, provide goods and services in, and participate in the use of these common areas.

All residents are responsible for any damages to the common areas caused by any guest or household member while they reside at the complex. Any damages will need to be paid by the resident. **Residents are responsible for cleaning up after themselves in the community room and all other locations on the property.**

The use of alcohol or open alcohol containers in any common area of this property or on these grounds is prohibited.

Should there be a violation of the rules regarding the use of common areas at this facility, a proper report should be made to the manager so that action may be taken. Should there be a conflict between the tenants in the use of the common areas, then the tenant making the complaint shall follow the grievance procedures outlined in Section VII, of this document.

When using the community room, the resident using the room is responsible for cleaning and returning all furnishings and equipment to its proper location after use.

P. POSTING, DECORATING, AND SPECIAL REGULATIONS IN COMMON AREAS:

Management is happy to allow tenants to decorate their apartment doors with a proper door hanger. Residents may decorate common areas as long as ALL tenants have the same opportunity to contribute when and how they see fit, as approved by the manager.

The following rules apply:

1. Prior approval from the manager must be obtained before altering or decorating common areas. All tenants shall have the same opportunity to decorate, post, and use the common areas.
2. Tacks, nails, glue or putty must not be used on common area windows or walls. Only easily removable, non-damaging adhesives may be used. If tacks are to be used to decorate common area walls, permission from the manager is required. Seasonal decorations displayed by tenants must be properly hung and removed by the responsible tenant(s) at the conclusion of the season.
3. All tenants may use the bulletin boards to post cards and notices **with management approval**, as long as management postings are not disturbed. However, non-tenants and outside organizations (whether the tenant is a member or not) must receive permission from the manager to post. The bulletin boards remain the property of the facility and are a management tool, and management reserves the right to remove postings, rearrange postings, and post notices as necessary for the welfare of the facility. Tenants are not authorized to remove management postings.
4. Tenants may not post on the outside of their doors, the bulletin boards, or other common areas, any materials containing advertisement or promotion, profanity, sexually explicit language or pictures, or material which might be considered libelous to an

individual, or intentionally offensive or insulting to a particular religious, racial, or ethnic group or special population. Stickers, including bumper stickers, may not be placed on the apartment door, walls, appliances, etc. Any door decorations must be hung with an appropriate over-the-door hanger so as to not cause any damage to the door and to allow for easy removal by the tenant.

5. Tenants may not display signs, pictures, or other materials as described in Paragraph #4 above on the apartment windows. Holiday greetings, decorations and lights are permissible and may be displayed without management approval but must be displayed in such a fashion as to not cause damage and they **must be removed by the tenant at the conclusion of each holiday**. Management reserves the right to limit these privileges to no later than 14 days after the holiday.

Q. STORAGE: Tenants are to store all of their personal belongings safely inside their apartment or in their storage closet. Management will not be responsible for damage or loss of personal items placed in the common areas. Tenants may not store or leave personal property in the common areas, **including the stairwells**. Balconies/porches may not be cluttered with excessive personal belongings. Since the patio door is a means of egress from your unit in the event of the emergency, these doors should not be blocked with large pieces of furniture or personal belongings.

Do not store paint, gasoline, rags, paper, or any other accelerant or any fire hazard in your home or any storage area.

R. RESIDENT PARKING:

All vehicles will be registered with the manager upon signing the lease agreement. All vehicles must be registered with the state of Pennsylvania and have current inspection stickers, registration cards and be covered by up-to-date vehicle insurance.

Any excessive oil leakage or debris from a tenant's vehicle is to be cleaned up immediately by the tenant. Resident parking in the lot is a limited privilege.

Handicap parking spaces are not assigned. These spaces are first-come, first-serve. Any resident or visitor with proper handicap credentials may park in the handicap spaces. Any vehicle parked in a handicapped space that does not have handicap credentials, will be fined and/or towed. Violators will be responsible for all costs associated with fines and/or towing.

If a vehicle has been abandoned or repair arrangements have not been made within three (3) days, the manager will arrange to have the automobile towed away at owner's expense. Residents shall not wash or repair any vehicle on the property.

There is absolutely NO parking on the grass or on the sidewalk at any time. The ONLY parking permitted will be in the designated parking areas.

For the safety of all individuals, persons may NOT play, ride bikes, skateboard, roller skate or roller blade in the parking lot. Damage to any SUNSET COURT property,

tenant property and/or injury to any individual will not be the responsibility of SUNSET COURT. The head of household will be held responsible if damage to property or personal injury occurs as the result of anyone in their household not following the rules of the lease or handbook. This really is a safety issue.

S. SNOW AND ICE REMOVAL: In the event of a snow or ice event, snow/ice removal will begin as soon as possible. When possible within 24 hours of the conclusion of a snow event, all properties will have a first plowing/ice removal of the sidewalks and driveways to make a clear path for residents, visitors and emergency personnel to enter and exit the property. However, everyone is responsible for their own safety and should use utmost caution if the need to go outside during bad weather. Weather conditions could cause refreezing between snow/ice removal treatments.

Each property will also be re-visited during the days that follow to check for icy spots which may need to be treated.

Each resident is responsible for removing snow and ice from their vehicle and their parking space. If a resident is not physically able to do this for him/herself, he/she should contact a friend or family member to help with this task. Residents are not permitted to throw the snow they remove from their vehicles or parking spaces onto cleared sidewalks.

If maintenance staff is called back to the property to remove snow from the sidewalk due to a resident throwing the snow from their parking space/car onto cleared areas, the resident will be billed for the snow/ice removal. Residents who are not sure where to put the snow/ice from their car/parking space should see the resident manager or maintenance personnel for instruction on where to place the snow/ice.

Residents are responsible for removing snow from their balcony/porch. In the event of a large snowstorm or if roads are closed due to a state of emergency or are impassable for maintenance personnel, there could be a delay in snow removal. If this would happen, all attempts will be made to get to the property as soon as possible to begin snow/ice removal.

The owner will not, in any way, be responsible for any damage to resident's or guest's vehicle during snow and ice removal by employees, contractors, volunteer person(s) or any individual assisting with the snow and ice removal. ANY repairs to vehicles will be the sole responsibility of the owner(s) of the vehicle.

T. LIVE-IN AID/ATTENDANT POLICY: As required by LIHTC and HUD regulations, tenants who have a verified need for a live-in care attendant (see office for appropriate verification form) may have such care, provided the attendant is an individual who is appropriately registered with the management office prior to occupancy. As previously described, the attendant is subject to all terms of the lease and house rules, although they are not party to the lease. This means that the tenant host will be held accountable for all actions of the attendant. If and when the tenant no longer requires the services of

the care attendant, or if the tenant vacates the apartment, then the aid or care attendant must also vacate the apartment at the same time.

U. BATTERY OPERATED VEHICLE (MOTORIZED CARTS) POLICY: If a tenant has need of a battery-operated vehicle or other such cart to aid in or enable mobility, then the tenant may operate such a vehicle or cart in the building and on the grounds. However, operating a motorized cart requires special considerations, most of which also apply to self-powered wheelchairs:

1. Cart operators are responsible for safe and controlled operation of their vehicles at all times while in the building and on the grounds. Special care and slow speeds are essential to prevent accidents, especially nearing corners and other “blind” areas where the approaching cart may not be immediately visible to hallway pedestrians. If accidents with pedestrians or other operators become a repeated occurrence, probation and possible subsequent termination of tenancy may be necessary for the safety of others. Cart operators assume total liability for all accidents, incidents, and damages caused by their negligence (an insurance policy is recommended) and assume all risks associated with cart operation.

2. Cart owners must properly maintain (in apartment) and keep their carts clean at all times. Carts must not leak grease, oil, battery acids, or other fluids. The cost of removing tire marks and other stains on both flooring and carpeting which can be traced to the cart owner, whether occurring in the common areas or in the apartment, will be the responsibility of the cart owner.

3. Recharging of electric carts may only be performed in the owner’s apartment. No tenant or guest is to recharge electric carts in common areas or hallway receptacles.

V. USE OF PRESSURIZED OXYGEN TANKS: For medical reasons, some tenants may require the use of oxygen tanks. There are certain precautions necessary when using, working around, or living with pressurized gases. Tenants utilizing this or other medical aids accept full responsibility for the safe and proper use and storage of this equipment. Such tenants agree to become completely familiar with and exercise the necessary precautions. Residents who use oxygen in their apartment, must post an “Oxygen in Use” sign on the outside of their apartment door.

W. SATELLITE DISH POLICY & DEPOSIT (for properties where permitted)

A satellite dish may be installed (in properties where permitted) that meets the size limitations on the property the resident is renting and that is in the resident’s exclusive use or control. All residents who wish to install a satellite dish must follow this policy and procedure, as developed from the rules adopted by the Federal Communications Commission concerning Over-the-Air Reception Devices, cited as 47 C.F.R. Section 1, 4000 and the subsequent amendments effective January 22, 1999 and May 25, 2001. REVISION DATE: April 2014

PROCEDURE:

I. General Requirements:

1. **A dish antenna may not exceed one meter in diameter. This means that the dish may not be more than three feet three inches when measured across its widest part.**
2. Dish antennas must be installed in areas for the tenant's exclusive use or control. "Exclusive use" means in your yard space only.

II. Tenant Notification Process:

1. Tenants must notify the office prior to installing a satellite dish. The notification serves to inform the office where the dish will be installed and identify the professional installer:

Management Office, 717-977-3900

2. Tenants are required to pay a refundable security deposit prior to installing a dish antenna. The security deposit amount is \$50.00. Upon removal of the dish by the tenant and following an inspection of the premises, the \$50.00 security deposit will be refunded in full, less any cost for damages to the premises from improper installation. A tenant who fails to remove the dish and all wiring/conduit upon termination of tenancy will forfeit the security deposit refund.
3. Tenants who install a dish and fail to pay a security deposit will be in violation of the Satellite Dish Policy and must either remove the dish or pay the security deposit within 48 hours of written notification from the office.

III. Dish Installation Requirements Procedures:

1. **Dishes may only be installed in areas as described in "Section I – General Requirements."**
2. **Residents may not install satellite dishes themselves.** Dishes must be professionally installed with a member of the maintenance department present.
3. **Mounting and Installation Requirements:**
 - a) Wire entrance to the unit can be achieved by drilling a hole through the wall only. The hole must be sealed inside and out. No holes may be drilled through windows or doors. Wires must be fastened to the building wall vertically or horizontally. No draping of wires is permitted.
 - b) Wire that must cross the ground to reach the dish must be underground. The wire must be run in conduit in a trench no less than 12" deep that runs directly to the dish. Dishes may not be mounted to the building in any way.

Tenants who install a dish in violation of this policy will be required to remove the dish and pay all expenses related to the improper installation or pay the security deposit within 48 hours of written notification from the office. Such expenses will be determined

by Management after the damages have been assessed. The dish must be removed within 48 hours of notification from the office. Tenants who wish to reinstall the dish will be permitted to do so only after expenses related to the improper installation have been paid in full and as long as the new installation meets the guidelines of the Satellite Dish Policy.

X. BUILDING SECURITY: Your building may have in place policies and special security features; however, the system is only as good as each tenant's ability to follow those procedures. Building security is, therefore, also a tenant responsibility. Do not open the door for anyone you do not recognize or are uncertain about their intent. Tenants may see someone standing at the entrance and may want to innocently allow that person in, but this could result in an unwanted intruder being in the building. Never open the front door until you have identified your guest. For your further protection against intruders, every tenant should keep his/her apartment door locked at all times, whether inside or out of the apartment. This is a safety issue.

In the interest of security, no exterior doors, should ever be propped open.

VII. GRIEVANCE PROCEDURES AND LEASE TERMINATIONS

A. GRIEVANCE PROCEDURES FOR ISSUES NOT RELATED TO LEASE

TERMINATION: Should a tenant have a concern or complaint, conflict with another tenant, or believe that a management decision, action or inaction, rent determination, or decision is incorrect, illegal, or has been made in error; the tenant should, within 14 calendar days of the grievable event:

1. Make an appointment to discuss the problem with the Manager. The Manager shall make every effort to correct the problem, explain the determination, or offer a solution to alleviate the matter. If this does not solve the tenant's concern, then he/she may, within fourteen (14) calendar days after meeting with the Manager.
2. Submit a written request for appeal. The Manager will forward within three (3) business days to their supervisor or Appeals Panel for further review and/or further action.

B. PROCEDURES FOR TERMINATION OF LEASE: Owner may terminate or refuse to renew the Lease for violations of the terms of the lease and/or the Tenant Handbook or other good cause.

1. Owner shall give written notice of the proposed Termination of the Lease, which shall state the specific reasons for the termination, and shall inform Tenant of his or her right for a grievance hearing. Notice shall inform the Tenant of the right to request such a hearing within seven (7) days of receiving the original notice of intent to terminate the Lease. Notwithstanding the foregoing, the Tenant shall have no right to request a hearing in cases involving a termination of tenancy for an activity including, but not limited to criminal activity on or off the Premises by Tenant, any members of the

Tenant's household or guests or other persons under the tenant's control that threatens the health, safety or right of a peaceful enjoyment of the project premises by other tenants or employees of Management.

2. It is tenant's responsibility to pay all necessary attorney's fees and other legal costs expended by Management to enforce the provisions of this Lease Agreement, except when final judgment is entered in Tenant's favor and against Management.

C. OTHER GOOD CAUSE FOR TERMINATION OF TENANCY: Every tenant of this facility has the right to quiet and peaceful enjoyment of the building. Quiet shall prevail after 10:00 P.M. until 7:00 A.M. If a tenant or guest of a tenant repeatedly and substantially disturbs the peaceful enjoyment of the facility, is found in non-compliance with the Lease or in violation of these rules, harasses or threatens assault of another tenant or staff (whether on or off any Luminest property); disrupts the livability of the building; adversely affects the health or safety of any person or the right of any tenant to the quiet enjoyment of their unit or the building in general; creates a hazardous, unsafe, unsanitary, or dangerous environment for other tenants; or otherwise interferes with the management of this building, then that tenant (or tenant host of the guest creating the disturbance) shall be deemed to be in material non-compliance with the Lease and the tenancy of the tenant can be terminated.

Every tenant and their guest(s) are expected to observe and abide by the terms of the Lease and these rules. After an initial rule violation, the violator shall be given written notice from the Manager that such conduct in the future will be considered grounds for termination of tenancy. This procedure does not prohibit the landlord from acting more swiftly against a rule violator (i.e. acting without a warning) in confirmed incidents of a significant and material violation of the Lease or Handbook.

Excessive noise at any time is a violation of the rights of other residents and your Lease. If you are having trouble with noise from neighbors, please try to resolve the problem by talking with them. If talking does not solve the problem, call the Police.

You must conduct yourself and require all members of your household, guests and visitors to conduct themselves in a manner that does not unreasonably disturb neighbors. By signing the Lease, you and your visitors agree:

1. Not to threaten, be violent toward, or harass in any way, another resident, a member of another resident's family, a guest of a resident, a member of the Staff, or a contractor of the Management.
2. Not to act in an excessively loud, boisterous, unruly or thoughtless manner so as to disturb the rights of the other residents to peace and quiet.
3. Not to use verbally abusive language directed at another resident, a member of another resident's family, a guest of a resident, a member of the Staff, or a contractor of

the Management. This language includes use of profanity, sexual or gender references, racial and ethnic slurs or name-calling.

If while on this property or in this facility a visitor or guest of a resident commits or is convicted of any drug related criminal activity or any violent criminal activity, then the resident host's tenancy can be terminated regardless of the host's knowledge or involvement.

The Manager may require a report in writing in order to take action against the violator of these rules. Any decision made by management concerning any violation of the rules shall be based upon the consideration of evidence. Other legal processes, management observations, or procedures contained in the Lease, this document, applicable law, or LIHTC or HUD regulations which indicate a tenant's non-compliance with these rules; or other tenant actions/inactions which jeopardize the health and safety of the tenants or the peaceful enjoyment of the facility, will be considered grounds for termination as prescribed.

Disclaimer: If any section or portion of this Handbook or Lease is found to be inconsistent with applicable law, only that particular section shall be voided and the remainder of the document shall remain effective as written.

VIII. ADDITIONAL RULES AND PROCEDURES

A. FIRE ALARM EVACUATION PROCEDURES: When the general fire alarm system outside of the apartment is activated, whether by a smoke detector or by a manual pull station, you will hear a loud continuous horn. Hallway and common area fire indicator lights will flash. The horn and lights will continue for a period of time (anywhere from several seconds to several minutes or more) until the alarm panel is acknowledged by firemen or staff. Do NOT assume that when the horn is silenced and the lights stop flashing that the emergency is over and that it is safe to remain in the building! You still must evacuate the building.

Have an escape plan for your family with two ways out. Make sure in advance that you do not have furniture or any other obstructions blocking your escape routes. Once you hear or see that the general fire alarm has been activated, regardless of how long it is activated, you must begin to take the measures to calmly and quickly leave the building. Once the alarm has been activated, you **MUST** leave the building until a member of the staff or fire department gives the "all clear" signal. Until such notice is given, you must evacuate the building to ensure your safety and the safety of others and to be in compliance with the Handbook and Fire Code! The following procedures must be taken by all tenants immediately once the alarm is activated:

1. If you are cooking, turn off your stove and oven. If you are not dressed appropriately for the weather take a quick moment to put on proper outerwear, boots, hat, etc. to be able to withstand the weather for a period of time. Promptly leave your apartment and exit the building. Be sure to get your apartment keys and close the door behind you.

2. Proceed calmly to the nearest exit. If you encounter a closed fire door along the way open it, pass through, and allow the door to close behind you. **DO NOT ATTEMPT TO USE THE ELEVATOR.**

3. Once you have safely exited the building, stay in a group with other persons from your wing or floor. **Do not re-enter the building until a fireman or member of the staff tells you it is safe to re-enter.**

4. It is a fire code and rule violation to ignore a fire alarm.

5. Fire drills may be conducted periodically throughout the year. Tenants are **REQUIRED** to participate in the fire drills if they are in the building.

B. APARTMENT SMOKE DETECTORS: Smoke detectors are provided in every apartment for your safety. It is a violation of your lease to destroy, tamper, remove or prohibit the proper function of a smoke detector in any way. The smoke detector will emit a continuous high-pitched beep when the apartment contains smoke. If you hear this sound, check for smoke or fire in your apartment. If you have burnt food, remove the food or container from the heat source and open all your windows and turn on your stove and bathroom fans. **DO NOT** open your apartment door, doing so could allow smoke to enter the hallway and activate the general alarm.

Your smoke detector will be tested throughout the year for proper operation. If it is discovered that the smoke detector has been tampered with, a lease violation will be issued, a minimum charge of \$25.00, and the tenant may be evicted from the premises. If you have problems with your smoke detector at any time, please contact the office immediately, as this would be considered an emergency.

C. APARTMENT HEATING, COOLING AND SYSTEM MAINTENANCE: Each tenant's apartment is equipped with HVAC units for heating and cooling the apartment. If a tenant has questions about its operation, they should ask the manager.

The heating/cooling unit has a filter which will be checked and/or cleaned by maintenance monthly. Do not block the HVAC unit with personal belongings. Maintenance must be able to get to your unit for service and/or repairs.

SUNSET COURT promotes and encourages the conservation of energy and resources. Please assist in this effort to conserve energy by turning off lights, closing and locking windows and properly adjusting thermostats. If you run the heat or air conditioning with your windows open, you may experience unnecessarily expensive utility bills and develop condensation/moisture issues which can lead to repair costs.

D. WATER HEATER: You are not permitted to store items in the water heater closet. You are responsible for keeping the area surrounding the water heater clean and free from dust and dirt.

E. TRASH DISPOSAL: Garbage is to be placed in a sealed or tied plastic bag and taken to its proper place for disposal. Recyclables are to be placed in the appropriate totes. Glass jars, cans and jugs are to be rinsed out completely before being placed in the recyclable container.

No electronics of any kind may be placed into the dumpsters. No chemicals (including paint, cleaning chemicals, etc.) are to be placed into dumpsters.

You are responsible for the appearance of your unit (including the balcony/patio). If Maintenance must clean up around your residences or dumpster area you will be billed accordingly.

Furniture items, large personal appliances, etc., are NOT to be placed in dumpster or outside on the sidewalks. Each resident is responsible for having bulk items, old furniture and personal appliances hauled away and disposed of properly.

F. USE OF LAUNDRY FACILITIES: The laundry facilities (if not in your home) are open 24 hours a day and are for tenant's use only. Tenants using the laundry facilities to wash clothing are responsible for turning off the lights when they are the last ones to use the facilities. Tenants are not permitted to use the laundry facilities to wash clothing for friends or relatives, nor are tenants to permit friends or relatives to use the laundry facilities. Guests are not permitted to use the laundry facilities. The following additional rules apply to the laundry facilities:

1. Do not overload the washers or dryers and remove all lint from the dryer lint trap after each load of drying.
2. Remove clothing from the appliance immediately after the cycle is completed.
3. Dyeing clothes in the washers is prohibited.
4. Do not open window. Window must always be closed.
5. Do not adjust heat setting in the laundry facilities.
6. Please remove all personal possessions from the laundry room when leaving. Anything left in the laundry room over 24 hours will be disposed of.
7. We are not responsible for lost, stolen, or damaged articles.
8. If you spill something please wipe or sweep it up immediately. Keep laundry facilities clean and litter free.
9. No clothes lines or clothes trees may be placed on the property. Residents may not hang clothes on their balconies/porches or drape them over the balcony/porch railings.

10. Any tenant violating laundry room rules will be fined \$25.00. The management reserves the right to prohibit use of the laundry rooms to anyone failing to comply with normal precautions and laundry room rules.

G. FOOD AND DRINK COMMON AREAS: Eating and drinking is permitted in the community room; however, any spills or messes must be cleaned up by the responsible party.

H. RESERVATION OF COMMUNITY CENTER FOR RESIDENT USE: To inquire about community center use, please see your property manager for guidelines.

I. INCIDENT REPORTING: All complaints and suggestions must be made in writing to the manager with the date and nature of complaint and be signed by the person making the complaint. Remember, if you have a complaint or problem, you must speak to the manager if you expect resolution. Staff cannot be in all places at all times to witness violations. Enforcement of the rules requires the cooperation of everyone to ensure peace and safety for all residents.

In instances of criminal activity or possible danger, call the police. Every tenant should exercise their right as a citizen to call for police help when there is a serious incident. If the police are called, please notify your Property Manager immediately afterward.

J. RIGHT OF PRIVACY/REASONABLE CAUSE FOR EMERGENCY UNIT ENTRY: Management will notify tenants at least 48 hours prior to entering a tenant's apartment unless there is an emergency that requires immediate attention. Our policy is to respect the tenant's privacy. For tenants who have recently been ill or have medical or other conditions which may require monitoring, it is suggested that arrangements for a monitoring system be made privately as staff do not do routine checks.

Management will not give your apartment key to nor allow access for any person not listed on the lease. In the event a friend or family member has a concern regarding a tenant, they will be instructed to call the police.

IX. A FINAL WORD

Please remember that this is a facility full of all kinds of people; people with different abilities, tastes, beliefs, philosophies, education, backgrounds, religions, likes, and dislikes. It is important that we all accept and respect this fact if we want to live in peace and harmony. Every tenant has the same right of privacy and peaceful enjoyment of their apartment and the facility. Since apartment living is close, we ask each tenant to demonstrate courtesy and respect to every other resident and visitor.

This Handbook has been created to allow for such an environment. We encourage everyone to respect their neighbor's privacy. Do not get caught up in jumping to

conclusions and passing judgment on others. See the manager when you need clarification. Be appreciative or supportive of those who volunteer and provide services, even if you choose not to participate. Remember, it is best if you have nothing nice to say . . . say nothing at all!

We are glad to have you as a resident at SUNSET COURT. Welcome!