

BASTROP HOUSING AUTHORITY
House Rules and General Information

Bastrop Housing Authority does not discriminate against persons on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

Bastrop Housing Authority (BHA) welcomes you as a new Tenant and hopes that you will feel free to contact us to answer any questions that you may have regarding your apartment or your lease. As in all communities, we have certain rules and regulations which must be followed to make our public or subsidized housing comfortable and successful. Your observance to these rules will be the deciding factor in the accomplishment of this purpose. If you are in doubt about any rule, discuss the matter with the Management. The following is a list of rules, regulations and general information to help you become more familiar with your apartment. Tenant agrees to observe the following House Rules and acknowledges that failure to do so may result in action to terminate tenancy.

OFFICE HOURS

The Management Office is located at 502 Farm Street, Bastrop, Texas.

Office hours are: 8:30 am - 12:00 pm and 1:30 pm - 5:30pm, Monday thru Thursday. In the event we are required to leave the office during these hours, there will be a note on the door indicating the time we will return.

The office is closed on Friday, Saturday, Sunday and holidays. There are emergency numbers posted on the door in the event of an emergency on these days or after hours. For after hour maintenance emergencies, please contact 512-332-6097.

RENT

Rent is due and payable in full on the first of each month and shall be paid at the Management Office.

The rent is considered late after the 5th day of the month and the Owner may collect a fee of \$5.00 on the 6th of the month. Thereafter, the Owner may collect a fee of \$1.00 for each additional day the rent remains unpaid during the month it is due not to exceed \$30.00.

Non-payment of rent is considered a serious Lease violation and grounds for termination of tenancy. Failure to pay rent, in full, by the due date, could result in action to terminate your tenancy. If a Notice of Termination is initiated, it shall be an unconditional demand for possession of the unit and no future arrangements will be made.

If you experience a hardship that may prevent you from paying your rent in full by the 5th of the month, you must contact Management prior to the 5th of the month to discuss your situation. If you are able to present proof of a legitimate hardship, do not have a pattern of late payment and have not defaulted in any prior payment arrangements, Management may be willing to work out a payment plan, provided that the rent will not be delinquent more than (30) days.

AIR CONDITIONING - The Tenant must not block the return air grill where the filter is located. Maintenance personnel are required to replace filters on a regular basis. Central air conditioning in the public housing program is considered by HUD to be a luxury, not a necessity. Lack of air conditioning is not considered an emergency since all units are equipped with door and window screens. Except in the case of elderly, disabled or tenants with extenuating health conditions that would place them at immediate risk during extreme heat conditions (ie: temperatures exceeding 85 degrees), maintenance will only respond to repair requests during normal work hours. Typically, the air conditioner will not cool the unit more than 20 degrees cooler than the outside temperature. Setting the thermostat more than 20 degrees lower than the outside temperature will likely result in the unit running continuously, increasing utility costs. The thermostat should never be set below 65 degrees during summer months as this could damage the unit and result in charges to the resident for repair or replacement.

ALCOHOL- Open containers of alcoholic beverages and the consumption of alcoholic beverages is strictly prohibited in all common areas.

ALTERATIONS/DECORATING – The Tenant shall make no alterations or repairs or redecoration to the interior of the dwelling unit, including large nails, screws, bolts, brackets, fasteners on any part of the dwelling unit (except for a reasonable number of picture hangers), nor to install additional equipment or major appliances, satellite dishes, keyed locks or other fixtures without written consent of PHA. No tacks, nails or other fasteners or glue shall be used in laying carpet, rugs or linoleum on the floors of the unit. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of PHA without compensation. The Tenant may not paint the unit without prior approval of management. No electrical wiring shall be done without landlord approval and must be completed by a licensed electrician. No shades, awnings or window guards shall be used, except such as shall be installed or approved by the landlord. The following items are not allowed on windows: aluminum foil, sheets, blankets, or window tinting. The Landlord agrees to

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provide reasonable accommodation to an otherwise eligible tenant's disability. The landlord is not required to provide accommodations that constitute a fundamental alteration to the program or which would pose a substantial financial and administrative hardship. If a requested structural modification does pose a substantial financial or administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

APPLIANCES – All units are furnished with a stove and refrigerator. The Tenant agrees to maintain these appliances and keep them clean at all times. Tenant agrees to take care not to over load the refrigerator and freezer compartment in a manner that prevents adequate operation or would burn up the motor due to inadequate air circulation. Tenant agrees to pay the cost to repair or replace appliances that are damaged beyond normal wear and tear. Residents are prohibited from replacing PHA-supplied appliances with resident-owned appliances unless express written approval as a reasonable accommodation for a disability.

BATHROOMS - BHA does not provide shower curtains. Tenants must furnish shower curtains to prevent water damage to the floors or walls in bathrooms.

CHILDREN - Children must be properly supervised by parents/guardians in accordance with the Child Supervision Policy at all times. They are not allowed to play in the yards of other Tenants, the parking lots or on/near parked cars. You are responsible for their conduct at all times. If you have been notified that your child/children have been destructive or abusive, failure to take corrective action shall be considered a serious Lease violation and grounds for termination of the Lease.

COMMON AREAS - The definition of a common area is an area located outside of the Tenant's apartment, including but not limited to parking lots, breezeways and courtyard areas. Common areas are for the use and enjoyment of all Tenants and must be kept clear at all times of trash and other obstructions. Items left unattended may be removed and disposed of by Bastrop Housing Authority or designated personnel without written notification to Tenant. Tenants, household members and/or guests must conduct themselves in a manner that does not become objectionable to other Tenants. Unreasonable or offensive behavior, loud or offensive language and/ or other behavior that threatens the health, safety or right to peaceful enjoyment of the premises will not be tolerated. Stereos shall be kept at a level that cannot be heard outside of the apartment or vehicle. Moving vans, trucks, or vehicles of any kind are not permitted on the lawn or sidewalk anytime. The consumption of alcoholic beverages in common areas of the property is strictly prohibited. Open containers of alcoholic beverages are strictly prohibited in all common areas. Activities by children must be supervised by a parent or legal guardian in accordance with the Child Supervision Policy.

COMMUNITY SPACE – BHA has community space available for use by Tenants and we want you to use and enjoy the facilities. There is no charge for tenants who wish to use the space but a deposit of \$100.00 is required at the time of reserving the space. The deposit is fully refundable upon return of the keys, provided that the space is left clean and there are no damages. Any cost incurred by BHA for cleaning or repairing the community space after use will be first deducted from the deposit and billed to the tenant if the deposit is not sufficient to cover the cost.

COMPLAINTS - All complaints must be presented in writing to the Management Office at 502 Farm Street, Bastrop, Texas. If Management staff can not satisfy your complaint, you should request a meeting with the Executive Director. Tenants may not present a complaint to the Board of Commissioners without first discussing the complaint with the Executive Director. Tenants that are not satisfied with the results may request a hearing under the Grievance Procedure, posted on the bulletin board at the Management Office at 502 Farm Street, Bastrop, Texas 78602.

COLD WEATHER - To avoid cold weather problems, the Tenant should never set heat below 55 during winter months. When an apartment is allowed to get too cold, water supply lines can freeze and break, which could result in damage to the Tenant's apartment or the Tenant's neighbor's apartment. When the temperature is expected to fall below freezing, all Tenants are required to open cabinets where water pipes are located, open the lid to all toilets and drip all water faucets to avoid pipe freezing. Tenant may be liable for damages resulting from frozen pipes.

CRIMINAL AND OTHER ACTIVITY -

- A. Tenant agrees to act and cause authorized tenant members, guests and other persons under the Tenant's control to act, in a manner that will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other Tenants, PHA employees, or persons residing in the immediate vicinity of the premises.

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- B. Tenant agrees to refrain from and household members, guests or other persons under Tenant's control to refrain from any drug-related or violent criminal activity or other activity that threatens others, including but not limited to:
- 1) Engaging in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of PHA's premises by other Tenants, PHA employees, agents of PHA, or persons residing in the immediate vicinity of the premises. A criminal conviction is not needed to demonstrate serious violations of the Lease;
 - 2) Engaging in any violent criminal activity or other activity that threatens the life, health or property of other Tenants, PHA employees, or persons residing in the immediate vicinity of the premises;
 - 3) Engaging in any drug-related criminal activity on or off PHA premises; for purposes of the Lease and/or House Rules, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance;
 - 4) If Tenant, household members, guests or other persons under Tenant's control have been convicted of manufacture or production of methamphetamines on the premises of Federally assisted housing, the lease shall be terminated immediately.
 - 5) If Tenant, household members, guests or other persons under Tenant's control have a lifetime registration requirement under State Sex Offender registration laws, the lease shall be terminated immediately.
 - 6) Unless required by lawful employment, Tenants, household members, guests or other persons under Tenant's control shall not display anywhere on PHA property any firearms (operable or inoperable) or other weapons. Tenants who own legal firearms in compliance with State and local laws may store them in PHA units so long as firearms are registered with PHA and are stored either in a locked cabinet or use locking trigger guards to prevent accidental injury to a child.
 - a) Tenants are prohibited from displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw, or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this lease, a "deadly weapon" means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife or knuckles as those terms are defined in Section 46.01 of the Revised Texas Penal code. This also prohibits the use of any BB gun or pellet guns on PHA property; and
 - b) Owning or possessing illegal weapons on PHA property;
 - 7) Causing any fire on PHA premises, either intentionally or through negligence or careless disregard.

Such activity by Tenant or household members shall be cause of termination of tenancy and eviction from the apartment. Visitors involved in such activity may be criminally trespassed from the property. Grievances associated with termination of tenancy related to criminal activity, including drug-related criminal activity on or off the Management's premises, are excluded from the Grievance Procedure. It is the responsibility of the Housing Authority to provide, as best as possible, drug-free neighborhoods. This is accomplished through various means including, but not limited to:

- A. Police and lease enforcement patrols through the neighborhoods at various times of the day and night unannounced.
- B. Making use of information from Tenants, employees and local citizens concerning the use of drugs in the neighborhoods for investigation and reporting this to proper authorities.
- C. Use of police drug detection canines (drug dogs) and their authorized handlers to randomly walk the neighborhoods. If the dog is alerted to an apartment or vehicle parked on the premises, it is the BHA policy to enter the apartment or vehicle and conduct a physical search. Tenant agrees to allow inspections/searches (random or reasonable cause) of their (or their guest's) vehicles, person, property, or apartment at the discretion of management. Reasonable cause for inspection or search includes, but is not limited to the alerting of a trained drug dog upon an apartment, person, property or vehicle on BHA Property. When physical drugs or paraphernalia are found in an apartment or vehicle or the verifiable evidence that the Tenant has been involved in using drugs or allowed drugs in the apartment, that household will receive a lease termination notice.
- D. Criminal trespass Notices

CURFEW - Tenants must ensure compliance with any applicable City of Bastrop Curfew Ordinances.

DAMAGES - The Tenant agrees to refrain from and to cause authorized household members and guests or other persons under the control of the Tenant to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, common areas or development. Tenant shall be held strictly responsible for any loss or damage to this and other dwellings resulting from overflow from toilets, sinks, bathtubs, or basins in the dwelling. The Tenant must report to the management

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office at once any accident or injury to water pipes, toilets, drains or fixtures, electrical wires or other property of the landlord and all breakage, damage or loss of any kind. Tenant agrees to pay reasonable charges for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by the Tenant, household members, guests or other persons under the Tenant's control that did not result from normal wear and tear. Charges for tenant caused damages will be billed in accordance with the Schedule of Charges posted at the Management Office and shall be paid within (30) days of billing unless written payment agreement has been approved.

DISTURBANCES AND NOISE - Social gatherings are not allowed to become objectionable to other Tenants. Stereos, televisions, and musical instruments shall be kept at a level that cannot be heard outside the apartment or vehicle. Loud and profane language will not be tolerated. Any other noise that threatens the peaceful enjoyment of the premises by other Tenants will not be tolerated.

ENTRANCES - In compliance with the fire code, all sidewalks, entrances and passages are to be kept free from obstruction at all times. Any items left unattended may be removed and disposed of by PHA Management or designated personnel without notice.

FIRE AND SAFETY

- A. Items may not be stored in hot water heater or furnace closets.
- B. Alternate methods of heating other than that supplied by the landlord are prohibited.
- C. Gasoline or other explosives may not be stored in the unit or storage rooms
- D. There must be at least one window in EACH room that can be used to exit the apartment in case of fire. This window may not be blocked by furniture or stored items that would prevent using the window to leave the unit in the event of fire.
- E. If Tenant, Tenant's household members or guests damage or disconnect the smoke detector(s) or remove a battery without replacing it with a working battery, under Section 92.2611 of the Property Code, Tenant will be liable to Management and others for loss or damage from fire, smoke, or water if that condition arises from Tenant, household member or guest disconnecting or damaging the smoke detector(s), or failing to replace a battery or report malfunctions to Management.

In case of emergency or fire, leave the apartment immediately, and then call the local fire department. Once assistance has been called, contact the Management Office or the emergency number posted on the door after hours.

HOUSEHOLD COMPOSITION, REPORTING CHANGES – You may not authorize any individual who is not listed on the lease to live in the unit without prior written approval from Management. Tenant agrees not to assign this lease, sublease the unit or any part of the unit, or provide accommodation to roomers, boarders, or lodgers. Any additions to the household by birth, adoption or Court-awarded custody shall be reported by the Tenant to PHA in writing within 10 days of occurrence. Prior to granting approval, Management must screen the individual in accordance with the Admissions and Occupancy Policy's Applicant Suitability Screening Criteria. Management has the right to deny applicants housing based on reasons listed in the Admissions and Occupancy Policy. Authorized Tenants who move out of the dwelling unit, for any reason, shall be reported by the Tenant to PHA in writing within 10 days of occurrence.

The Tenant agrees not to permit the use of the unit as a mailing address for persons other than approved household members. Mail received at the unit address may be used as evidence to document unauthorized boarders.

HOUSEKEEPING - Tenant must maintain the unit in accordance with the Lease, House Rules and/or Housekeeping Standards Policy to avoid termination of tenancy. Tenant agrees to maintain the dwelling unit in a manner that complies with all obligations imposed upon the Tenant by applicable provisions of the building, housing, fire and health codes materially affecting health and safety, and to allow PHA to make necessary inspections of the Tenant's dwelling unit. Tenant agrees to maintain the premises assigned to the Tenant in a clean, sanitary and safe condition that does not contribute to vermin or roach infestation or other health or safety hazards and in compliance with the Housekeeping Standards Policy. Tenant agrees to keep such areas outside the dwelling unit that may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition and to maintain the yards assigned to him/her in a neat and orderly manner.

INSPECTIONS – The Tenant, household members and guests shall comply with all laws and city ordinances affecting the use or occupation of the premises, and with all reasonable rules or regulations now or hereafter adopted by the landlord for the safety, comfort and welfare of all Tenants. The Tenant shall keep the unit, fixtures and premises in a clean and sanitary condition, at all times and dispose of all trash and garbage in a sanitary manner satisfactory to the landlord and in

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accordance with the Housekeeping Policy. BHA will inspect your unit at least once a year unless the condition of your unit indicates that more frequent inspections are required. You will be notified in writing prior to the inspection. The landlord and its representatives have the right to enter the dwelling unit during all reasonable hours to make repairs, additions, or alterations as may be deemed necessary for the preservation of the unit or building or for the purpose of removing placards, signs, fixtures, alterations or additions in the premises which are in violation of the Lease of the conditions of occupancy. When a unit is not maintained in a decent, safe and sanitary manner, it can contribute to vermin or roach infestation or creates other potential health and safety hazards for the Tenant, members of the household, guests, other residents, BHA staff or agents and could result in termination or non-renewal of the Lease.

If at any time during a scheduled inspection, maintenance repair, or other service including pest control, it is determined that the unit is not being maintained in accordance with the Lease, House Rules and/or Housekeeping Standards Policy, Management will counsel the tenant and schedule a follow up inspection. Management may also place the Tenant on a weekly inspection schedule for a specified duration of time. Weekly inspections shall be intended to allow Management to counsel and educate the Tenant and identify any corrective action or actions that the Tenant must take to avoid termination or non-renewal of the Lease. The Tenant must demonstrate a willingness to comply with the Lease, House Rules, and/or Housekeeping Standards Policy and must evidence improvement during each inspection. The Tenant must also demonstrate a willingness to maintain the unit in a decent, safe and sanitary condition for the duration of occupancy. Weekly inspections may only be offered once during the course of occupancy. Management will document the condition of the unit during each inspection to evaluate the Tenant's progress or lack of progress. If the Tenant fails to comply with weekly inspection requirements or fails to maintain the dwelling unit in a decent, safe and sanitary condition during subsequent inspections, this shall be considered a serious violation of the Lease and grounds for termination.

INCOME, REPORTING CHANGES – Household income determines the amount of rent you are required to pay. Management will re-certify household income once a year, on the anniversary date of your initial move-in. Any change in household income before the anniversary date must be reported within (10) days of such change. If Management determines that a Tenant failed to report changes in income, and as a result, the Tenant was charged rent less than the amount required by HUD's rent formulas, the Tenant shall be required to reimburse the difference between rent he/she should have paid and the rent he/she was charged retroactively in accordance with HUD's regulations, handbooks and instructions. You will be charged the difference in rent retroactive to the date the increase should have been effective as far back as 5 years. Payment of deficient rent resulting from failure to report a change in income shall be paid within (30) days of notification, unless written Repayment Agreement has been signed and approved by Management.

INSURANCE - Management will not be liable to Tenant, Tenant's household or guests for any damages or losses to personal property. Only the stove and refrigerator and dwelling structure are covered by BHA's insurance. Management strongly recommends that the Tenant obtain Renter's Insurance for such occurrences. The Tenant is responsible for damages or loss of personal property resulting from such events as theft, vandalism, fire and/or water damage.

JUDGMENTS - In the event the PHA Management Staff obtains a judgment against the Head-of Household for non-payment of rent, the PHA Management Staff will immediately pursue possession of the premises.

KEYS AND LOCKS – The tenant will be issued two apartment keys and one mailbox key at the time of occupancy. The charge for replacement keys or changing the locks shall be in accordance with the Schedule of Charges posted at the Management Office. Management will provide replacement keys for verified members of the household only. Replacement or installation of new locks must be completed by Management Staff. Alterations/replacement locks or installation of additional locks on interior or exterior doors is prohibited. Residents are prohibited from installing or replacing locks in any part of the dwelling unit.

LOCKOUT (AFTER HOURS) - Tenants that need assistance unlocking the unit after hours must contact the Emergency Maintenance number at (512) 332-6097 (TTY: (800)735-2989 OR (800) RELAY TX). A Lockout Fee will be imposed in accordance with the Schedule of Charges posted at the Management Office. The lockout fee is payable at the time of service but no later than (7) days from the date lockout occurred. Tenants who fail to pay the lockout fee will be instructed to call a locksmith for future lockouts (until the lockout fee has been paid), which will result in higher cost to the Tenant.

LAUNDRY - Washing machine connections are provided in each apartment and there are clotheslines provided at the rear of each apartment. Tenants who wish to install a dryer must obtain prior approval from Management. Installation must be performed by an approved licensed electrician and the dryer must be properly vented at all times.

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LIGHTBULBS - Light bulbs (including fluorescent light bulbs) are to be provided by the Tenant. Elderly and disabled Tenants may contact the Management Office for assistance changing the light bulbs at no charge. Tenants who do not supply their own will be charged for the light bulbs in accordance with the Schedule of Charges posted in the Management Office.

LOITERING - Loitering is strictly prohibited. Neither tenants nor their guests are permitted to engage in any activities that limit, restrict, impair, obstruct or impede access to stairs, hallways, parking lots and public walkways.

MAILBOXES - Mailboxes are provided for each Tenant. Tenants living at the elderly sites will find the mailboxes located near the door of the apartment. Tenants living at the family sites will find the mailboxes located at a mail station, with the apartment number designated. The Tenant agrees not to permit the use of the unit as a mailing address for persons other than approved household members. Mail received at the unit address may be used as evidence to document unauthorized boarders.

MAINTENANCE REPAIRS - Tenant must report all maintenance repair requests to the Management Office at (512) 321-3398 (TTY: (800)735-2989 OR (800) RELAY TX) during normal business hours. Maintenance employees are **prohibited** from accepting requests for repairs without written authorization from the office.

MAINTENANCE EMERGENCIES (AFTER HOURS) - If an emergency arises after hours, the Tenant must call:
(512) 332-6097 (Emergency Number) or TTY; (800) 735-2989 OR (800) RELAY TX

A Maintenance Emergency is defined as a condition that if not repaired promptly, could cause injury, threaten health, or cause serious property damage. Central air conditioning in the Public Housing Program is considered by HUD to be a luxury, not a necessity. Maintenance staff is **prohibited** from responding to non-emergency maintenance calls after hours. All non-emergency repairs must be reported to the office during normal business hours.

Listed below are examples of items that are considered to be emergencies and will be responded to by maintenance personnel within a reasonable time depending on the nature of the emergency:

- A. Fire
- B. Broken Gas Line or Leak
- C. Broken Water Lines or Leaks (fast flowing) or Flooding
- D. Heating System Failure
- E. Power Failures or Electrical Hazards
- F. Sewer Failures
- G. Water Heater Failure
- H. Refrigerator Failure
- I. Building Penetrations (broken windows, broken exterior doors, roofs, exterior walls, etc)
- J. Human Entrapment (child locked inside)
- K. Lockout After-Hours
- L. Other conditions that might cause harm to the Resident or damage to the property.

Note that when the emergency condition was caused by Tenant damage or negligence, Tenant will be charged for the emergency maintenance provided, including overtime rates if applicable.

NOISE - Loud playing of any musical instrument, radio, stereo, or television set is not permitted at any time, and strictly prohibited between the hours of 10:00 p.m. and 8:00 a.m.

PARKING SPACES - There are parking spaces available near your apartment. Since parking is limited, we do not assign individual parking spaces. We do request that you and your guests cooperate with other Tenants regarding parking that is available. The use of parking lots for any purpose other than parking of automobiles, motorcycles, vans or pick-up trucks (such as storing, parking of boats, large trucks, commercial vehicle, buses, motor homes or repairing and/or washing of motor vehicles) is expressly prohibited and the vehicles are subject to towing at owners' expense. Tenants, guests and visitors are prohibited from congregating in parking lots or near parked vehicles on the premises. Repair of vehicles is prohibited on PHA property. Tenants will be charged a fee for the cost of cleaning chemicals, debris or property damages resulting from repair or maintenance of vehicles. (reference Vehicles)

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PERSONAL PROPERTY - All property placed on the premises shall be at the risk of the Tenant, member of the Tenant's household or guest. Management will not be responsible for loss or damage to such property. Tenant is strongly encouraged to purchase Renter's Insurance.

PETS – Tenants are authorized to have a pet only in accordance with BHA's Pet Policy. The Pet Policy requires BHA's prior written consent and approval of a pet application, which will become part of this Lease. Pets that have not been registered at the Management Office are not authorized on the premises (indoors or outdoors). No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not common household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any Tenant. Tenants are prohibited from feeding stray animals on the premises. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those related to pet health and hygiene. Violations of the Pet Policy may result in lease termination action. Assistive animals verified to be needed by persons with disabilities are not considered pets.

PLUMBING / ELECTRICAL - Plumbing and electrical equipment shall not be used for any purpose other than those for which they were constructed. Tenants are responsible for the repair costs of plumbing stoppage caused by disposal of anything other than normal sewage, which is human waste. The system is not designed to handle anything other than normal sewage. Tenants may use only the outlets already installed in the apartment. Any additional wiring must be approved by PHA prior to installation and all costs associated with additional wiring are the responsibility of the Tenant.

SATELLITE/CABLE INSTALLATION - Satellite dish and any jacks must be installed by a professional installer. Upon scheduling installation, Tenant shall immediately notify BHA of the installation date and time. On the day of installation, Tenant shall notify BHA when the professional installer arrives. BHA staff will meet with the installer to ensure that the installation will meet the following conditions:

- Satellite dish may not be attached directly to the building or the roof and may not be installed in a manner that would cause damage to the building or roof upon removal of the service.
- Satellite dish may only be installed on a post installed adjacent to the apartment or on the pole that formerly held the television antenna on the roof.
- Satellite dish and jacks must be installed using care not to create trip hazards with the cable both outside and inside the building.

Failure to provide proper notice and/or allow BHA staff to meet with installer prior to installation could result in being responsible for cost to have installer correct installation and costs for repairing damages resulting from improper installation.

SCHOOL TRUANCY – Tenant agrees to ensure that authorized Tenants or guests between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance the anti-truancy statutes of the State of Texas, and to ensure that minor children do not violate any applicable City of Bastrop Curfew Ordinances. Suspected truancy will be reported to the Truancy Officer at BISD unless the tenant can document that the child is homeschooled.

SECURITY DEPOSIT REFUNDS - You must provide BHA with a (30) day written notice of intent to vacate your unit. You must leave the unit clean with no damages and it must pass our inspection requirements. You must also provide BHA with a forwarding address. Your security deposit will be refunded only if you have complied with these requirements.

SMOKE DETECTORS - The Tenant must not disable the smoke detector by removing the batteries or dismantling or damaging the smoke detector. The smoke detector must be operational at all times. If the Tenant, Tenant's household members or guests damage or disconnect the smoke detector(s) or remove a battery without replacing a working battery, under Section 92.2611 of the Property Code, Tenant will be liable to Management and others for loss or damage from fire, smoke, or water if that condition arises from Tenant, household member or guest disconnecting or damaging the smoke detector(s), or failing to replace a battery or report malfunctions to Management.

SWIMMING POOLS – Swimming pools are not permitted on the property due to safety concerns and damage to the lawns. Residents are authorized to use water sprinklers and water slides (when the City of Bastrop has not imposed a water restriction) since this does not cause a risk of accidental drowning and also benefits the property grounds through watering.

TENANT CHARGES - Tenant shall be billed for the cost of repairs resulting from negligence or damage to PHA property beyond normal wear and tear in accordance with the Schedule of Charges posted in the Management Office.

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TENANT OBLIGATIONS- Tenants, their family members, guests and other persons under the control of the Tenant are obligated to abide by all the necessary and reasonable regulations, established by the PHA, for the benefit and well-being of the housing development and the Tenants, which shall be posted in the management office and incorporated by reference in the Lease, House Rules and/or other Policies. Tenant is encouraged to familiarize himself/herself with these rules and regulations. Violations of the House Rules and/or other Policies constitute a violation of the lease and may result in lease termination.

TRASH – The Tenant is to keep the premises clean by not throwing trash on the property. All trash must be put in bags and placed in the designated trash receptacle. It is recommended that all garbage be discarded on a daily base to eliminate insect problems.

TRASH REMOVAL – Each Tenant is provided with a trash can and pick up is scheduled once a week. Trash cans are to be stored in the rear of the unit and in a manner that will not interfere with lawn service. Trash cans shall be taken to the curb on the day of scheduled pick each week and returned to the back of the unit after pick up. (Upon written approval by PHA, as a reasonable accommodation, Tenants with disabilities shall be exempt from this obligation.) Household trash should be removed from the dwelling unit daily so that it does not contribute to vermin, insects or other health and safety issues. Tenant agrees to keep the premises clean by picking up any trash, debris or cigarette butts in the yard assigned to the dwelling unit daily. All trash must be bagged and placed inside the trash receptacle to ensure pick up by the City of Bastrop's trash provider. Tenants must make special pick up arrangements for removal of excess trash that will not fit inside the trash receptacle or for removal of large or bulky items. Large or bulky items may be placed on the curb outside the unit only on the day of the scheduled special pick up. Tenant is responsible for ensuring the item(s) are picked up as scheduled. Tenants may also take large or bulky items to the City of Bastrop's Transfer Station located at 1209 Linden Street for disposal. Large or bulky items will not be allowed to remain outside the unit for more than (24) hours and tenant shall be responsible for removal of these items from the premises within (24) hours. Small trash and debris (including paper, candy wrappers, cigarette butts, etc) not properly disposed of may be picked up by Management and the tenant will be charged actual labor cost per occurrence. Large or bulky trash items found outside the unit for more than (24) hours will be disposed of by management and the tenant will be charged the actual cost of disposal, including labor costs and dump fees.

UTILITIES - The gas and electric will be in the name of the Tenant and it shall be the Tenant's responsibility to pay these utilities without interruption of service. Interruption of utility service shall be considered a serious Lease Violation and grounds for termination of the Lease if utility is not restored within (24) hours. BHA will pay for water, sewer and trash. The Tenant shall not waste or unreasonable use water. The Tenant may not wash vehicles on the premises.

VEHICLES - No vehicles may be driven on the lawns in either the front or back of the unit. Tenants or guests may not park in designated fire lanes or block trash receptacles or mail stations. Fire codes prohibit the parking of motorcycles on sidewalks, patios or inside of apartment. Wrecked, inoperable or abandoned vehicles may not be kept on the premises at any time. Vehicles with expired registration or inspection stickers may not be kept on the premises at any time. These vehicles will be towed at the vehicle owner's expense 48 hours after PHA Management notes such offense. Management is not responsible for vehicles or their contents. Tenants, guests and visitors are prohibited from congregating in parking lots or parked vehicles on the premises. Mini bikes, go-carts, or other non-licensed, self-propelled vehicles prohibited on PHA property. Car Washing is prohibited on PHA property. Resident vehicles must be registered at the Management office annually or upon purchase of new vehicle. Proof of insurance and valid driver's license shall be required to obtain a parking permit. Vehicles parked on the premises are subject to random inspection and searches. (reference Parking Spaces)

VIOLENCE - Tenant, any member of the Tenant's household, guest(s) or other person under the Tenant's control 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 development premises.

VIOLENCE AGAINST WOMENS ACT (VAWA) Protections for Tenants

Tenants receiving assistance under Public Housing or Section 8 may not be denied assistance, terminated from participation, or be evicted from your rental housing because they are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if tenant or an affiliated individual is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of the household or any guest may not be denied rental assistance or occupancy rights under Public Housing or Section 8 solely on the basis of criminal activity directly relating to that domestic violence, dating

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violence, sexual assault, or stalking.

An incident of actual or threatened domestic violence, dating violence, sexual, or stalking shall not be considered as a serious or repeated violation of the lease by the victim or threatened victim or good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident. (Refer to Violence Against Women Act Policy)

VISITORS – Tenant agrees to comply with the Visitor Policy. Tenant agrees not to assign this lease, sublease the unit or any part of the unit, or provide accommodation to roomers, boarders, or lodgers. The Tenant must register adult guests who will stay in the unit for (3) or more nights at the Management Office and shall not to give accommodation to long-term guests without the express written consent of PHA. If the Tenant wishes a guest to remain longer than 14 calendar days in any twelve-month period, the Tenant must submit a written request to the PHA asking for permission to extend the time period. The Tenant agrees not to permit the use of the unit as a mailing address for persons other than approved household members. The lease signed by each tenant makes the tenant responsible for the conduct of the tenant's guests and their actions while on the premises. While friends, relatives and other guests are welcome to visit, they are expected to act in an appropriate and lawful manner at all times. Visitors are expected to limit their visits to the tenant's apartment and yard. Tenant shall be responsible for paying the cost of any damages resulting from their visitors or guests. Engaging in criminal activity or unreasonably disturbing any Tenant or staff of public or subsidized housing will not be tolerated. Management shall retain the right to control, limit or prohibit access to the premises (including apartments and grounds) to persons demonstrating undesirable behavior or with a pattern of criminal activity determined to threaten the health, safety or right to peaceful enjoyment of the premises by other residents and staff. Visitors are expected to act in a cooperative manner with staff at all times while on the premises.

YARDS, GROUNDS AND SIDEWALKS – Tenant agrees not to obstruct sidewalks, walkways or other common areas. Tenant agrees not to dispose of litter on the grounds of the property and to cause Tenant's household members, guests and other persons under Tenant's control to refrain from littering. Mowing and edging of sites (except flower beds) will be accomplished by maintenance personnel. The Tenant will be responsible for maintaining their own flower beds, gardens, etc. The Tenant will also be responsible for keeping the yard and sidewalks clean and free trash and debris including paper, cigarette butts, candy wrappers or other clutter. Tenant shall be responsible for watering their grass and shrubs. Water hoses, toys, bicycles and lawn furniture must be stored in a manner that will not interfere with mowing and shall be responsible for paying for additional expenses for labor necessary to move improperly stored items to prevent damage to the lawn equipment, person or property. Small trash and debris (including paper, candy wrappers, cigarette butts, etc) not properly disposed of may be picked up by Management and the tenant will be charged actual labor cost per occurrence. Large or bulky trash items found outside the unit for more than (24) hours will be disposed of by management and the tenant will be charged the actual cost of disposal, including labor costs and dump fees.

Violation of these House Rules shall constitute material violations of the Lease and may be cause for termination of tenancy. Please stress the importance of the Lease, House Rules and/or other Policies to all Members of the Household and Visitors and Guests. Welcome to your new home. We hope that it will give you pride and pleasure.

Tenant Signature

Date

Tenant Signature

Date