

DWELLING LEASE
OF
THE HOUSING AUTHORITY OF THE CITY OF LAVONIA, GA
Serving Lavonia, Carnesville and Canon
13032 Jones Street
Lavonia, Ga. 30553

1. IDENTIFICATION OF PARTIES AND PREMISES

(a) The Housing Authority of the City of Lavonia, (hereinafter called "Management" or "LHA"), relying upon statements and information given by _____ concerning the household composition, employment, and income of all family members as reported in Resident's signed Application for Admission or Application for Continued Occupancy, as "Head of Household" as listed in subparagraph (b) below (who shall also be included within the definition of "Resident" as set forth below), agreeing to such terms and conditions of this lease, does hereby lease to Resident under the terms and conditions of this lease, and the Resident, agreeing to such terms and conditions, does hereby lease and take possession of the dwelling unit located at _____, Georgia (hereinafter sometimes called the "premises", "apartment", or "dwelling unit"), consisting of 2 bedrooms, designated by Management as a [] family unit, [] handicapped unit.

Premises must be used as the only private residence of the Resident and family members named below.

(b) Identity of Resident. The word "Resident" as used in this lease is intended to be equivalent and synonymous with the legal term "Tenant" as defined by Georgia Landlord Tenancy Law and the Code of Federal Regulations and to encompass the following persons, both jointly and individually, whenever the words are used in the lease. The word "Resident" or "Tenant" (and any pronoun referring thereto) shall be deemed to include the masculine and feminine gender, and singular and plural as appropriate.

Full Name	Date of Birth	Social Security
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

If, during the term of this lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, Resident agrees that

Management should contact the following person: _____,
whose address is _____
and phone number is _____ to either assist him/her in complying
with the lease or to take responsibility to secure suitable housing elsewhere for Resident.

(c) Leasehold interest: Only the person identified in this lease as “Head of Household” shall have any leasehold, usufructuary interest, or other contractual interest in the “premises”. If any of the other persons listed in the above subparagraph signs the lease, he/she shall have no independent or separate rights under this lease agreement and shall have no leasehold interest or contract rights whatsoever in the premises, but shall be entitled to occupy the premises only as part of the family unit of the “Head of Household”, and only for so long as this lease agreement between Management and “Head of Household” remains in effect. If Management’s lease with “Head of Household” is terminated for any reason (including but not limited to violation of any provision of this agreement by Head of Household, by any of the other members of this family, or by any guests, or as a result of death, disability, or voluntary move-out by the Head of Household), then the remaining persons listed in this subparagraph may, at the option of Management be summarily removed from the premises without any grievance proceedings and without court proceedings. Each individual listed above understands that the lease agreement between Management and “Head of Household” may be terminated in the event “Head of Household” or any other household member of a guest of any household member violates any provisions of this lease.

Each individual signing this lease warrants and represents that he/she will fulfill all of the obligations imposed upon “Head of Household” under this lease and will not violate (or allow anyone else to violate) any of the provisions of this lease. In consideration for Management’s lease of the premises to “Head of Household” each individual so signing this lease also represents that he/she will be jointly and severally liable for any liabilities under this lease which the “Head of Household” fails to pay for any reason whatsoever, including, but not limited to, debts or obligations incurred under a pre-existing lease with Management, rent, retroactive rent charges, repair charge, excess utilities, security deposits, fire damage charges, and other damage claims. It is understood that each individual signing this lease shall be jointly and severally liable even if such liability is due to some action not the fault of all Residents who sign. Finally, the “Head of Household” understands that he/she is responsible for the actions of himself/herself, each person comprising part of the family unit who may be living at the premises, and any guests, and that the “Head of Household” is responsible for the actions of and the income and job status of each person, regardless of the knowledge or lack of knowledge of the Head of Household to be in violation of any terms of this agreement (whether knowingly or not), Management may terminate this lease agreement in accordance with its terms.

(d) Persons who may use the premises. The Resident shall have the right to exclusive use and occupancy of the premises. Only members of the Resident’s family listed in Paragraph (b) of this Section may reside in the unit. Unless unusual circumstances exist as determined by Management, and unless Management has specifically given Resident prior written permission, no guest will be permitted to visit overnight or remain overnight

at the premises on a regular or irregular basis for more than fourteen (14) nights (consecutive or non-consecutive) within any twelve (12) month period. Resident may make written request, in advance, for an extension of time, or for repeated visits for the same individual, and after considering the merits of the case, Management will advise Resident in writing of its decision. The decision of Management in this regard shall be final. Resident may not provide accommodations to “boarders” or “lodgers”. If the Resident has a person or persons not on the lease who have been living in the unit for more than fourteen (14) days without the approval of Management, the Resident will be evicted.

(e) With the advance written consent of Management, Resident may engage in legal profit-making activities in the dwelling unit, where Management determines that such activities are incidental to the primary use of the leased unit by Resident.

(f) Addition of new family members. Any additions to the household members named on the lease, including live-in aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of Management. Such approval must meet requirements outlined in Management’s Admissions and Continued Occupancy Policy (ACOP) as amended from time to time, which is incorporated in this lease by reference to the same as if set forth herein, and any proposed additions will not be approved unless the ACOP requirements are met.

(g) Deletions of family members. Resident shall report deletions (for any reason) from the household members named on the lease to Management in writing, within ten (10) days of the occurrence.

(h) Boarders and lodgers. Persons not listed on the lease who give an address of Management’s property as their residence to governmental agencies, law enforcement personnel, utility companies, employers, creditors, financial institutions, or any other person or entity, will be considered as a boarder or lodger (and not a ‘guest’) in Resident’s household.

(i) Serious violations. Failure to comply with the terms of this subsection shall be considered a serious violation of the terms and conditions of this lease.

2. TERM OF LEASE, AMOUNT, AND DUE DATE OF PAYMENT

(a) This lease shall commence on the _____ day of _____, _____, and have a term of twelve (12) months and end at midnight on the last day of the twelfth (12th) month. The term shall be one year and shall renew automatically for successive terms of one year, unless terminated as provided by this lease.

(b) Resident shall pay a monthly net rent of \$_____. The amount of the Total Tenant Payment and Tenant Rent shall be determined by Management in compliance with HUD regulations and requirements in accordance with Management's ACOP. If this lease begins on a day other than the first day of the month, the first month's rent shall be \$_____. Since the initial rent amount may not be determined until the lease signing, cash is the preferred method of payment. The preferred methods of rental payment for subsequent months are personal check or money order. Cash will not be accepted. Third party checks will not be accepted. Personal checks will only be accepted from lease holders of Lavonia Housing Authority.

The rent for this unit is [] income based, or [] based on the flat rent schedule for this unit. Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a re-examination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed, or any other circumstances that create a hardship for the family that would be alleviated by a change.

(c) Rent is due and payable in advance, without notice, on the first (1st) day of each month and is considered delinquent if payment in full is not actually received by Management by the close of business on the seventh (7th) day of the month. If the seventh is on a Saturday, Sunday, or legal holiday, rent received by Management before 8:30 A.M. on the next day of business shall not be considered late. Partial payments of rent and other charges will not be accepted.

All rents should be paid at 13032 Jones Street or may be mailed to Lavonia Housing Authority, POB 453, Lavonia, Ga. 30553.

(d) If Resident fails to make the rent payment by the seventh day of the month as defined above, a Notice to Vacate will be issued to the Resident demanding payment in full or surrender of the premises. In addition, a late fee of \$30.00 will be charged, which shall be due and payable 14 calendar days after billing. A check returned for non-sufficient funds shall be considered non-payment of rent, and a \$30.00 returned check fee will be charged to the family, and will be due and payable 7 days from the date the notice of returned check is mailed. Management reserves the right to refuse acceptance of personal checks from a Resident after a return for insufficient funds or stop payment. Unless written verification from the financial institution stating a banking error is presented to management, checks will not be accepted again after the return of an NSF check.

- (e) Charges for maintenance and repair beyond normal wear and tear will be assessed based on the current Schedule of Maintenance Charges (as amended), which is attached to this lease and incorporated therein by reference. Work that is not covered in the Schedule will be charged based on the actual cost of labor and materials to make needed repairs. Notices of maintenance and damage charges will be due and payable fourteen (14) calendar days after billing.
- (f) Management may terminate the lease if Resident is delinquent in paying rent or other charges three (3) times within a twelve (12) month period.
- (g) Management shall terminate the lease if a resident is delinquent in paying rent or other charges resulting in Magistrate Court costs twice within any consecutive twelve (12) month period.
- (h) Failure to comply with the terms of this Section shall be considered a serious violation of the terms and conditions of this lease.
- (i) In the event legal proceedings are required to recover possession of the premises, the Resident will be charged the actual cost of such proceedings.

3. SECURITY DEPOSIT

- (a) Amount and payment of deposit. Resident agrees to pay a security deposit in the amount of \$_____. The initial security deposit (\$150.00 minimum) must be paid in cash, money order, or certified check. If partial payment was made Resident understands the next payment is due no later than the close of business on the 7th day of the month of the following months until the full amount of the security deposit is paid. A minimum of \$50.00 must be paid monthly in addition to rent until security is paid in full. Failure to pay the required deposit shall constitute a serious violation of the lease and is grounds for termination of the lease. Management reserves the right and may adjust the subsequent security deposit payments if a resident claims an unusual circumstance resulting in a hardship. Residents in occupancy prior to August 2, 2007 will be grandfathered into the previous security deposit requirements of 0-1 bedroom = \$100.00 and 2-4 bedroom = \$200.00.
- (b) Inspection of the premises. Management and Resident shall be obligated to inspect the premises prior to commencement of occupancy by the Resident. Resident understands and confirms with his/her signature on this lease and by the initial payment of deposit, that he/she has been presented for his/her permanent retention a comprehensive listing of any existing damages to the premises, that he/she has inspected the premises for the accuracy of the listing, and has either signed the listing, or if he/she has refused to sign, has attached a signed statement of objections to the listing. Management will hold the security deposit for the period the family occupies the unit. Management will not use the security deposit for rent or other charges while the Resident is living in the unit.

(c) Resident shall be entitled to participate in the inspection unless Resident vacates without notice. Head of Household understands that should he/she vacate the unit voluntarily or involuntarily, Management is entitled to retain the security deposit for application toward any outstanding balance remaining in Resident's account. Within 30 days of move-out, Management will refund to the Resident the amount of security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease. Management will provide the resident with a written summary of any charges against the security deposit, so long as Resident furnishes Management with a forwarding address. Security deposits will not be refunded in full if Resident fails to give 30 days notice in advance prior to moving from the unit.

(d) If the Resident transfers to another unit, Management will transfer security deposit to the new unit. Resident will be billed for any maintenance or other charges due for the "old" unit.

(e) Management acknowledges its compliance with Code of Georgia Section 44-7-31 concerning Security Deposits in that Management has posted and maintains an effective surety bond with the Clerk of Superior Court, or holds the security deposits in a separate bank account.

4. UTILITIES AND EQUIPMENT

(a) Management will provide a heating unit, cooking oven/range, refrigerator, and water heater without additional charge to the Resident. All units are also equipped with central air conditioning. Other major electrical appliances, such as freezers, extra refrigerators, etc. may be installed and operated only with the written approval of Management. Such extra appliances shall be inspected by management for operation and safety prior to approval.

All windows are equipped with shade brackets and curtain rods. If a resident desires mini-blinds or ceiling fans, they must seek the approval of management prior to installation. The resident shall purchase the item(s) new and notify management. Management will install each new item at no cost to the resident. However, as these items are installed they change from being "personal" property to "real" property and from that point forward belong to Lavonia Housing Authority and shall remain in the unit when the resident vacates the unit.

(b) Resident-paid utilities. Management does not supply electricity or natural gas, but an allowance for utilities not supplied has been established, appropriate for the size and type of dwelling unit. The current schedule in effect is attached to and made a part of this lease. Resident shall pay any excess utilities consumed in the unit over and above that which is set forth in the schedule. Management may change the allowance at any time during the term of the lease, and shall give Resident 30 days written notice of the revised allowance. Telephone service, Cable T. V., and wiring for Resident supplied appliances and equipment shall not be furnished as utilities, nor shall Management furnish any allowance for these items.

To the extent that any utilities (electricity and gas) are not furnished by Management, the Resident shall be responsible for making application for and securing such utilities, and shall pay directly to the utility company all deposits and charges necessary to secure service and maintain uninterrupted service. Failure to secure utility service, or failure to maintain uninterrupted utility service (ex. Failure to pay utility charges resulting in termination of a utility) shall be a serious violation of the lease and grounds for eviction. Additionally, Resident shall be liable for any fire damages or other damages suffered by Management (or any of its other Residents) caused by failure of Resident to maintain uninterrupted utility services not furnished by Management.

The Total Tenant Payment (TTP) less the allowance for utilities equals Tenant Rent (TR). If the allowance exceeds the TTP, Management will pay any utility reimbursement directly to the natural gas utility supplier to be applied to Resident's account. In every instance, residents receiving utility reimbursements will be required to complete an interim re-examination interview on a monthly basis.

(c) Resident agrees not to waste the utilities and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Resident also agrees to comply with any local ordinance or House Rules restricting or prohibiting the use of fuel-operated space heaters in dwelling units. Lavonia Housing Authority's policy is that electric space heaters, operated in a proper and safe manner are allowed. However, space heaters requiring the use of supplemental fuels such as gasoline, heating oil, kerosene, etc. are not allowed due to the flammable nature of the fuels and the possibility of fire, injury or death to the residents or guests.

5. REDETERMINATION OF ELIGIBILITY, RENT, AND UNIT SIZE (RECERTIFICATIONS OR RE-EXAMINATIONS)

Residents understand that this lease agreement is governed by Federal Regulations and by Management regulations and policies including, but not limited to, regulations which have been adopted (or may hereafter be adopted) by Management for the benefit and well-being of the neighborhood and residents, which regulations are set forth in Management's "Admission and Continued Occupancy Policy" (hereinafter called ACOP). As explained in Federal regulations, in ACOP, and in other portions of this lease, the eligibility of the Head of Household (and family) to remain on the premises, the

determination of the appropriate rent, and the size of the Head of Household's apartment are all based upon a number of factors including, but not limited to, the income of each Resident and the size and composition of each Resident's family. Head of Household, each person named on the lease, and each resident understands that he/she must report any and all changes including, but not limited to, any change in income, family size, or composition.

All provisions of the ACOP are incorporated herein by reference the same as if specifically attached and made a part of this lease, and each Resident is urged to familiarize themselves with the detailed provisions of the ACOP, a copy of which is posted in the Administrative Office of the authority at 13032 Jones Street, Lavonia, Ga. If any Resident has questions regarding exactly what their rights and duties are in a given situation, Resident is urged to request clarification from Housing Authority Management staff so that the resident may insure he/she is in compliance with the requirements of the lease and ACOP. Failure to comply with any of the provisions of Section 5 of this lease and with the ACOP shall constitute serious violations of this lease and shall be grounds for termination.

The following paragraphs explain the circumstances under which the Head of Household's rent may be changed and also explains the obligation of each resident to report changes in income or family size or composition to Management. However, the following paragraphs are not as detailed as the ACOP, and reference to the ACOP is made for a full and complete explanation.

(a) Annual Re-examination. At such time as Management shall require, and not less frequently than annually, Resident shall furnish (at the time and place specified by Management and in the precise form prescribed by Management) any and all information as to the composition of Head of Household's family, including without limitation, the ages, sex, income, and assets of each resident. At the time of annual re-examination, Resident shall also certify to be in compliance with the requirements of the Community Service Requirement (8 hours monthly), if applicable. This annual re-examination of income and family circumstances is conducted as required by Federal regulations, and necessary to determine among other things, the following: the Resident's eligibility for continued occupancy; the appropriateness of the unit size; and the appropriate Total Tenant Payment to be charged to the family. When Head of Household is notified of the time and place to appear for an annual re-examination (or for special or interim re-determinations as provided in the following paragraphs), Head of Household, spouse, co-head, and any other adult member of the household shall be obligated to appear at such time and place, or to call or otherwise notify Management in advance that such time and place are unsatisfactory. When notified, Management will make reasonable and appropriate arrangements for a new time and/or place. However, if Head of Household fails to attend two scheduled interviews without Management approval, or fails to notify Management in advance that he/she will not be able to attend, fails to sign documents requested by Management, or fails to provide adequate verification as requested by Management, this shall be considered a serious violation of the lease and shall be grounds for eviction.

If Resident has elected to pay a flat monthly rent amount as established by Federal laws and guidelines, the Management shall re-examine the Resident's income, assets, allowances, and deductions once every three years. However, Management must conduct a re-examination of family composition annually. As it does for families that pay income-based rent, on an annual basis, Management shall also review Community Service compliance and shall have each adult resident to consent to a criminal background check.

If Management determines that the Resident has gained admission or remained in occupancy of a Management dwelling unit through the Resident's misrepresentation of income, assets, childcare responsibilities, or family composition, Management may terminate this lease and collect any deficiencies in rent that result from such misrepresentation.

Failure to comply with any provision of this subparagraph shall be considered a serious violation of the lease.

(b) **Interim Re-determination.** All Residents must report to Management in writing changes in household circumstances within ten (10) calendar days of the occurrence. Changes include, but are not limited to, adding or removing a member of the household, including family member, live-in aide, foster child, or foster adult. Resident's rent shall not be reduced if the reduction in income is due to a reduction in welfare assistance benefits because of Resident's failure to comply with program requirements or because of fraud.

This lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of the Resident AND it does not disqualify the family for the size unit it is currently occupying.

Interim adjustment of rent (either up or down) shall be made in accordance with HUD regulations for families that experience income changes resulting from the loss or gain of a family member, gain or loss of source(s) of income, or decrease of income.

Rent Increases: Management shall process rent increases so that the Resident is given not less than 30 days advance written notice of the amount due. If the family caused a delay in processing the re-exam, increase in the family share of the rent will be applied retroactively, to the scheduled date the rent should have been increased. The family will be responsible for any underpaid rent.

Rent Decreases: Management shall process rent decreases so that the lowered rent amount becomes effective the first day of the month following the month in which the change was reported, provided that satisfactory verification is received by Management within 30 days of the date the Resident reports the change. However, if Resident fails to provide Management with satisfactory verification of the reported change within the 30-

day period, the reduction in rent will not be made effective the first of the month following the date the Resident reported the change, but shall be made effective the first of the month following the month in which verification is finally received by Management.

For families receiving the Earned Income Disallowance (EID), Management will conduct an interim re-examination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the second 12-month exclusion period (50% phase-in period).

Failure to comply with any of the provisions of this subparagraph shall be considered a serious violation of the lease.

(c) Special Re-examination. If at the time of admission, any re-examination, or any interim re-examination, Management is unable to make a reasonable estimate of any Resident's income for the following twelve months (after Resident has furnished the required statements and certifications), or if determining income is impossible because adequate verification cannot be obtained, or because the income is unstable, or because of any other reason, the Head of Household may be (at Management's sole discretion) placed upon a "temporary Total Tenant Payment" based upon the best available data and provided that Management is satisfied that the family is of low income and within the approved income limits but cannot make an accurate determination of income for the purposes of determining rent, and a special re-examination shall be scheduled every 3 months in accordance with its ACOP. Special re-examinations will continue until such time as a reasonable estimate of income can be made and the re-examination can be completed. Failure to comply with any of the provisions of this subparagraph shall be considered a serious violation of the lease. The special re-examination shall not replace the annual re-examination.

(d) Changes in lease, apartment size, and misrepresentation or failure to report. If, on the basis of information furnished by any Resident or gathered by other sources, Management determines that:

(1) Any Resident's income or other family circumstances warrant a change in rent under Management's approved schedule of rents posted in the administrative office, a new lease will be executed or Management will mail or deliver to Head of Household a written "Notice of Rent Adjustment" and such notice of rent adjustment shall automatically constitute an amendment to this lease.

(2) Regardless of whether a Resident chooses an income based or flat rent, if Management determines that the size of the dwelling unit is no longer appropriate to suit the Resident's needs, the Resident agrees to transfer to an appropriate size dwelling unit upon notice by Management that such a dwelling unit is available. If the dwelling unit lease is a handicapped designated unit as checked in Section 1 (a), and the Resident occupying the dwelling unit does not include a family member defined by HUD rules as handicapped or disabled, the Resident agrees to transfer to a non-handicapped dwelling unit if and when the unit is needed by a Resident with disabilities. (All transfers shall be made in accordance with Management's transfer policy in ACOP). If the Resident does

not agree with the transfer determination of Management, the Resident shall have the right to request a hearing under Management's Grievance Procedure.

(3) Resident has misrepresented or failed to report facts (or changes in the facts) upon which the Resident's rent is based so that he/she is paying less than he/she should be paying, the increase in rent shall be made retroactive to the date the increase in income occurred. In addition, any Resident misrepresenting any fact may be subject to civil and criminal penalties, including termination of Resident's lease, or prosecution.

(4) Any Resident who has misrepresented or failed to report information, whether intentionally or not, in order to appear as eligible for public housing at the time of admission or re-examination, may be required to vacate even though they may currently be eligible to remain in the premises. Misrepresentation, failure to report, or failure to comply with Management's request for information, shall be considered a serious violation of the terms and conditions of the lease.

(e) Resident Obligation to repay. In the event Resident is assessed retroactive rent under any portion of this lease for any reason, any and all such amounts shall be considered rent just as much as any current amounts due under this lease, and shall be due in full upon assessment. Resident may be disposed immediately for non-payment of such retroactive rent. Management may, at its option, decline to terminate this lease and may allow Resident to execute a retroactive rent repayment agreement. Any default under any such agreement shall automatically be deemed a serious violation of this lease, and in order to remain in possession of the premises, Resident must remain current on payments under this lease and under any retroactive rent repayment. Should Resident file or have filed against him any case under the Bankruptcy code, payments under such agreement shall be considered part of this lease for all purposes, including assumption or rejection of executory contracts and unexpired leases under 11USC§ 365,

(f) When Management re-determines the amount of rent (Total Tenant Payment or Tenant Rent) payable by Resident, not including re-determination of Management's Schedule of Utility Allowances for families in the public housing program, or determines that the Resident must transfer to another unit based on family composition, Management shall notify the Resident that the Resident may ask for an explanation stating the specific grounds of Management's determination, and that if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under Management's Grievance Procedure.

6. OBLIGATIONS OF MANAGEMENT

Management agrees:

(a) To maintain the premises and the property in decent, safe, and sanitary condition, including mowing and trimming yards and trimming shrubbery at no additional charge to residents. Management assumes no liability for damages caused to any Resident by criminal acts of a third party, and does not carry insurance for the personal property of any Resident.

(b) To comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations.

(c) To make necessary repairs to the premises.

(d) To keep property buildings, facilities and common areas, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition.

(e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the Landlord. However, Management shall not be liable to any Resident's visitor or guest for any damage whatsoever (whether injury to person or property) except damage directly caused by a negligent or intentional omission by Management, its employees, or person for whom it may be vicariously liable. Management makes no warranties about, and shall not be liable for, any failure of any electrical, plumbing, sanitary, heating, ventilating systems, or any of the other facilities or equipment or appliances, except as described in this paragraph.

(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of any individual family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident.

(g) To supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection. Residents agree not to waste or unreasonably consume utilities furnished by Management.

(h) To notify Resident of specific ground for any proposed adverse action by Management. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, imposition of charges for maintenance and repair, or for excess consumption of utilities.) When Management is required to afford Resident the opportunity for a hearing under Management's Grievance Procedure for a grievance concerning a proposed adverse action, the notice of proposed adverse action shall inform Resident of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with the Code of Federal Regulations shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a lease termination, Management shall not take the proposed action until the time for Resident to request a grievance hearing has expired, and if a hearing was timely requested by Resident, Management shall not take action until the grievance process has been completed.

7. OBLIGATIONS OF RESIDENTS

Resident agrees:

- (a) Not to assign this lease or to sublease the dwelling unit.
- (b) Not to give accommodations to for boarders or lodgers. No guest may stay at the premises in excess of 14 days in a consecutive 12-month period, unless written permission has first been obtained from Management.
- (c) To use the dwelling unit solely as a private dwelling unit for the Resident and Resident's household as identified in Section 1(b) above, and not to permit its use for any other purpose. This includes the buildings, grounds, and areas surrounding the dwelling unit. The Resident must live in the unit and the unit must be the Resident's only place of residence. The Resident agrees that if the sole member is incarcerated for more than thirty (30) consecutive days, he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he is incarcerated for 60 days. Under no circumstances shall any Resident conduct any business activities whatsoever in or around the dwelling unit without first obtaining written permission from Management.
- (d) To abide by necessary and reasonable regulations promulgated by Management for the benefit and well-being of the neighborhood and its Residents as outlined in Management's Admissions and Continued Occupancy Policy (or amendments thereto) which shall be posted in the Administrative office and incorporated by reference in this lease, as outlined in any "Rules of Conduct" (including rules as to criminal misconduct) which shall be now or hereafter adopted. Such rules shall be posted in each site office and are incorporated into this lease by reference. Violation of such regulations constitutes a violation of the lease.
- (e) To comply with all obligations imposed upon Residents by applicable provisions of building and housing codes materially affecting health and safety; to keep the premises and such other areas as may be assigned to Resident for his exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Resident, free from hazards and trash and keeping the yard area free of debris and litter.
- (f) To keep the dwelling unit and such other areas as may be assigned to Resident for the Resident's exclusive use in a clean and safe condition at all times.
- (g) To dispose of all ashes, cigarette butts, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner by placing all such items in containers provided in the area designated for the collection of garbage on a scheduled basis and otherwise comply with local sanitation ordinances. To refrain, and cause members of Resident's household and guests to refrain from, littering or leaving trash and debris in tenants yard and in common areas.

(h) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities or appurtenances; to pay reasonable charges based upon the posted Schedule of Maintenance charges (as amended), which is hereby made a part of this lease by reference, for the repair of damages (other than for normal wear and tear) to the premises, neighborhood buildings, facilities or common areas caused by any Resident, his household or guests. The cost of repairing or replacing plumbing fixtures damaged by throwing matches, rags, or other improper articles therein or resulting from misuse of same shall be borne by Resident.

(i) To refrain from, and cause the household and guests to refrain from, destroying, defacing, damaging, or removing any part of the dwelling unit, grounds, or neighborhood. Alterations to the interior of an apartment are not permitted. Alterations include, but are not limited to, unauthorized painting, changing or adding door locks, wallpapering or borders, installing carpet, paneling, use of contact paper on walls, cabinets, counters, doors, etc., erecting structures, signs, or fences on the premises. Exterior changes and additions (such as flower beds, utility buildings, play or patio sets) may be permitted at the sole discretion of Management. Residents are not allowed to install or cause to be installed any aerial, antenna, cable service satellite dish or other hard wired or over-the-air reception devices (OTARD) without prior approval of management. Any over-the-air reception device shall be installed in accordance with management approval and the OTARD Policy. Residents are not allowed to install or cause to be installed any form of illegal cable service connection. Violation of this provision shall be considered a serious violation of the lease.

(j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or to the neighborhood (including damages to neighborhood buildings, facilities, or common areas) caused by Resident, a member of the household, or a guest.

(k) That all personal property placed in the apartment, or any other place appurtenant thereto, shall be at Resident's sole risk, and Management shall not be liable to any Resident, guest or any other for any damage, loss, theft, or destruction thereof unless caused by the negligence or intentional acts of Management. *Resident is urged to obtain insurance on personal property as Management's insurance does not cover personal losses.*

(l) To act, and cause household members and guests to act, in a manner that will not disturb other residents peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe, and sanitary condition.

(m) To assure that no Resident, member of the household or guest engages in:

- (1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or
- (2) any drug-related criminal activity on or off the premises

- (n) To assure that no person under Resident's control engages in:
- (1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - (2) any drug-related criminal activity on or off the premises
- (o) Any criminal activity in violation of the preceding sentences shall be cause for termination of tenancy and for eviction from the unit. For purposes of this subparagraph, the term 'drug-related criminal activity' means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 USC §802). A criminal conviction or arrest is not necessary for this lease to be terminated and for eviction action to begin. Criminal activity or drug-related criminal activity is cause for termination of this lease and for eviction action under this section without an arrest or conviction. Resident agrees and understands that for purposes of this lease the definition of a guest means a person in the unit or on the premises with the consent of a household member.
- (p) To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (q) Management's authority to terminate a tenancy for criminal activity is limited by provisions of the Violence Against Women Act of 2006, and the terms of the Notice to Tenants of the terms of the Act attached hereto and hereby incorporated by reference and made a part of this lease as though set forth verbatim herein.
- (r) To act in a cooperative manner with neighbors and Management staff. To refrain from and cause members of Resident's family and guests, to refrain from or acting or speaking in an abusive or threatening manner toward neighbors, Management staff, or any other person working for on behalf of housing authority management.
- (s) Not to display, use, or possess or allow members of Resident's household or guests to display, use, or possess any illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Georgia anywhere on the property of Management. This subparagraph shall not interfere with Resident's lawful right to possess a legal firearm within the confines of Resident's dwelling unit. Residents who have a Georgia firearm license, or who use firearms for sporting events, target practice, hunting, or any other lawful purpose may carry their firearm directly to and from their apartment and vehicle provided they carry the gun unloaded in a carrying case or disassembled, and in a non-threatening manner. Under no circumstances is a Resident, any member of the household, a guest, or another person under Resident's control permitted to wear a holstered or concealed firearm while on Management's property. Violation of any provision of this subparagraph shall constitute a serious violation of the lease and shall be considered a threat to the health and safety of other Residents and Management staff.
- (t) Not to engage in, or to permit household members or guests to engage in unlawful or disorderly conduct or in conduct that is a hazard to safety, creates a nuisance, or disturbs other residents in the quiet enjoyment of their dwelling and neighborhood

facilities; to refrain from illegal activity that impairs the physical or social environment of the neighborhood, including, but not limited to, the sale of alcoholic beverages on the premises or in the common areas; to prevent any person or guest in the apartment or on the premises from engaging in any of the foregoing acts or from participating in any of the foregoing acts. Violation of any provision of this subparagraph shall constitute a serious violation of this lease.

(u) Not to use or threaten to use a knife, club, or any other weapon against any person on Management's property, not to discharge a firearm of any type, including "B-B" guns and air rifles on Management's property. The use of or threat to use a knife, club, firearm, or any other weapon against any person on Management's property will be considered a serious violation of the terms and conditions of this lease.

(v) Not to allow barred persons into the apartment or on the leased premises. For the purpose of this lease, a "barred person" is a person who has been verbally warned or served with a "barring notice" that informs the "barred person" that he will be considered a trespasser if he returns to Management's property. Violation of any provision of this subparagraph shall constitute a serious violation of this lease.

(w) Not to keep dogs, cats, or other pets on the premises, unless prior written approval is given by Management in accordance with Management's Pet Policy, which is posted in the Administrative Office and is incorporated herein by reference. Resident shall refrain from owning, possessing, housing and caring for any pet not individually registered with Management as required by the Pet Policy. Violation of Management's Pet Policy is a serious violation of this lease. Failure to pay timely deposits required by Management concerning pet ownership is a serious lease violation.

(x) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials on the premises. To pay the amount determined by Management to be charged to any Resident for damages caused by a fire of which the local fire department provides a written statement that probable cause of such fire was due to the negligence or fault of Resident, resident's guest or other occupants of the premises. Management shall not be liable to any Resident, household member, or guest or any others for any loss, destruction, theft or damages to person(s) or personal property resulting from fire of any origin or cause, unless due to the intentional or negligent act of Management or its agents or representatives. Upon the occurrence of a second Resident-caused fire in any apartment occupied by Head of Household (whether or not in the same apartment), Management shall consider this a serious lease violation and may immediately terminate this lease. Also, if fire department personnel give a written opinion that any fire is the result of arson by any Resident or guest, Management shall consider this a serious violation and may immediately terminate this lease.

(y) For each adult in the Resident household, to perform at least 8 hours per month of qualifying community service (as specified by Management), or to participate in an economic self-sufficiency program, (or to participate in a combination of 8 hours of both), unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he is working, attending an educational institution, participating in some other qualified training program, or is receiving another type of governmental assistance.

Management's policy on community service requirement is in compliance with Federal law as follows:

(1) Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents (18 or older) contribute eight (8) hours per month of community volunteer service or eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of this Public Housing Lease.

(2) Definitions:

Community Service- volunteer work which includes, but is not limited to:

- Volunteer at a local institution including but not limited to: any school, child care center, hospital, hospice organization, recreation center, senior center, adult day care, homeless shelter, food bank, soup kitchen, after school program, the local theater, Salvation Army, Habitat for Humanity, Goodwill, thrift store, etc.
- Volunteer with a non-profit organization that serves housing Authority residents or their children such as: Boys and Girls Clubs, Boy Scouts, Girl Scouts, 4-H, Community clean up programs, beautification programs, other youth or senior organizations;
- Help neighborhood groups with special projects;
- Attend Resident Organization meetings;
- Serve as an officer in a Resident Organization;
- Serve on the Resident Advisory Board
- Provide child care for the children of other residents so they may perform their community service requirements.

Self-sufficiency activities - enrolled in or actively involved in any of the following activities:

- Job readiness programs;
- Job training programs;
- GED classes;
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- Apprenticeships;
- Any class, seminar, or counseling sessions that help a person toward economic independence;
- Full time student status at any school, college, or vocational school.
- Community service may NOT include any political activities.

(3) Exempt status

The community service and self-sufficiency requirement applies to all adult residents in public housing except for those exempted under Section 12 (c) of the Act. The requirement does not apply to Section 8 residents.

Public housing residents exempted from the community service and self-sufficiency requirements are those persons who are:

- *Age 62 years or older.
- *Blind or disabled (as defined under 216 (i) (1) or 1614 of the Social Security Act (42 U.S.C. 416 (i)(1), 1382 (c)) and who certify that because of this disability they are unable to comply with the service provisions; or are primary caretakers of such individuals.
- *Engaged in work activities.
- *Persons who are exempt from work activity under part A Title IV of the Social Security Act or under any state welfare program, including the welfare-to-work program.
- *Persons receiving assistance from and in compliance with a State program funded under part A, Title IV of the Social Security Act.
- *Engaged in job search and job readiness programs.
- *Receiving on-the-job training.
- *Full-time status in high school or enrolled in a GED class.
- *Full-time status in any college or vocational school.

(4) Proof of compliance

Each head of household must present to the Housing Authority office written documentation that he/she and all other eligible persons living in the household are compliant with their community service requirements. Documentation may include a physician's statement, a letter from an official agency on letterhead or other official documents. Any such documentation shall be verifiable by the authority.

Failure to comply with the Community Service requirement and to provide appropriate verifiable documentation prior to the date required shall result in the lease not being renewed by the housing authority; unless the Head of Household and the person not in compliance with the community service requirements enter into a written agreement with the authority stating that the delinquent hours and current hours will be made up within the next twelve months; or the head of household provides verifiable proof that the non-compliant resident no longer resides in the unit and has been removed from the lease. Proof of the compliance with the agreement shall be made by the head of household annually at recertification.

Resident agrees that failure to comply with this Federally-mandated policy may be considered a serious lease violation and will subject Resident to any penalties provided by this Federally-mandated policy. If Management determines that the Resident, who is

not an exempt individual, has not complied with the community service requirement, Management will notify the Resident:

1. of the non-compliance;
2. that the determination is subject to Management's grievance procedure;
3. that before the expiration of the lease term, Management must offer Resident an opportunity to cure the non-compliance during the next 12 month period; such a cure includes a written agreement by the non-compliant adult to complete as many additional hours of community service or economic self-sufficiency needed to make up the total number of hours required over the 12 month term of the lease;
4. that unless Resident enters into a written agreement to cure the non-compliance over the 12 month term of the new lease, the current lease will not be renewed; (however, if the non-compliant adult moves from the unit, the lease may be renewed).

(z) To comply with all Federal regulations relating to the ineligibility of illegal drug users and alcohol abusers and refrain from furnishing any false or misleading information to Management related to termination of tenancy and assistance for illegal drug users and alcohol abusers. Resident agrees that violation of this provision is a serious violation of the lease and shall be cause for termination of tenancy.

(aa) To agree that the Resident must live in the unit and the unit must be the Resident's only place of residence. Additionally, the Resident agrees not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease.

(bb) To cooperate with Management in providing routine pest control services.

(cc) To understand that guest(s) who give the dwelling unit as their residence of record to governmental agencies, employers, creditors, financial institutions, or others, shall be considered unauthorized members of the household, and Resident may receive an eviction letter as a result. The term "guest" means a person in the leased unit with the consent of a household member who is not listed on the lease as an authorized member.

(dd) It shall be cause for immediate termination of tenancy if Resident is fleeing to avoid prosecution, or custody, or confinement after conviction, under the laws of the place from which the individual flees, for a crime or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or is a high misdemeanor under the laws of such state; or is violating a condition of probation or parole imposed under a Federal or state law.

(ee) Any violation of this section shall be considered a serious violation of the terms and conditions of this lease.

8. OTHER RESIDENT OBLIGATIONS

(a) Sanitation, Cleanliness, and safety.

Head of household and each household member agrees:

- (1) To keep the lease premises and all areas assigned to the Resident for his exclusive use free of litter and debris and in a clean and safe condition. Resident also agrees to accept responsibility for the control of pests, vermin, and offensive odors stemming from unsanitary housekeeping practices.
- (2) Not to store gasoline or any flammable or explosive substances inside the dwelling unit, or on any porch of the unit or in any building auxiliary to the unit. This shall be a serious lease violation. (Reference Section 7(x)).
- (3) To be responsible for damages caused by neglect or abuse to the internal unit or external compressor of housing authority installed central heat and air conditioning or heat pump. Management has the right to expect reasonable care of the compressor by the Resident, household members and guest(s).
- (4) To immediately notify Management of all damages or unsafe conditions which are known to, or observed by any Resident, either in common areas of the neighborhood or in the dwelling unit or premises leased by Resident. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs. Management shall have no liability for such unsafe conditions which are not reported. Management shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to live, health, and safety of residents.
- (5) Management shall be responsible for repair of the premises within a reasonable time after receiving notice from Resident, provided, if the damage was caused by Resident, household member(s), or guest(s), each Resident signing this lease shall be jointly and severally liable to Management for the cost of repairs.
- (6) Management will offer alternative accommodations, if available, in circumstances where necessary repairs cannot be completed within a reasonable time. Management is not required to offer Resident a replacement unit if Resident, household member(s), or guest(s) caused the hazardous condition. If legal eviction action was pending against the Resident at the time the unit became uninhabitable, Management will continue the legal action and will be responsible for providing accommodations to the Resident only until the conclusion of the Resident's due process.

In the event repairs are not made or alternative accommodations are not provided in accordance with this Section, the monthly rental shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by Management. No abatement of rent shall occur if Resident rejects the alternative accommodations or if the damage is caused by the Resident, household member(s), or guest(s).

If Management determines the dwelling unit is untenable because of imminent danger to the life, health, and safety of Resident and Resident refuses alternative accommodations, this lease shall be terminated, and any rent paid will be refunded to Resident.

Management shall have the right in its discretion to make periodic inspections of the dwelling to determine whether repairs are needed in addition to those reported by any Resident.

(7) Not to install major appliances such as dishwashers, washers or dryers (in apartments that do not already have appropriate connections), etc. without Management's written permission. Washers and dryers must be installed in a manner in which they are designated. Washers must not leak water. Dryers must be properly vented to the outside.

(8) To promptly pay any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities. Disconnection of utilities for non-payment shall be considered a serious violation of the terms and conditions of this lease.

(b) Automobiles and Other Motorized Vehicles

Head of Household and each member agrees:

1. To park and cause guest(s) to park automobiles and other motorized vehicles in designated parking areas only. Each Resident shall refrain and cause guest(s) to refrain from parking or driving any motorized vehicles on lawns, sidewalks, and common areas other than appropriate streets and driveways.

2. That his and his guests' motorized vehicles properly parked on Management's property or the streets shall be in running condition, having fully inflated tires and current license plates. Management reserves the right to assign Special Assistance parking spaces, provided Resident has provided appropriate documentation for the need of such.

3. To pay the cost of towing improperly parked motorized vehicles registered to the Resident that are not in running condition (i.e. with deflated tires, expired license plates, etc.). To further pay for any damages to the dwelling unit or Management's property caused by improper operation of parking of motorized vehicles. Improperly parked or unregistered vehicles will be towed from the property at the expense of the vehicle owner.

4. To refrain from making major repairs to any motorized vehicle while it is parked on Management's property or on a street bounding or running through the property. Major repairs shall be deemed to include without limitation, the following: oil changes, removal of one or more tires or wheels, removal of transmission or motor, removal of major body components, placing motorized vehicle on blocks, etc.

5. To refrain from washing a motorized vehicle that is parked on Management's property.

6. Repeated violations of this subsection shall constitute good cause for Management to terminate this lease.

(c) Use and Storage of cooking grills.

Head of Household and each household member agrees:

1. To only use the grill in the yard of the Resident who is responsible for the grill. Any grill found in common areas (e.g. parking lots or common grounds) will be removed and disposed of.
2. To keep grills in a clean and serviceable condition. Small grills (portable) must be dismantled and cleaned prior to storage in apartments. Gas grills may not be stored inside the apartment. Grills must be stored at the rear of the apartment when not in use.
3. To place used coals and ashes in a bag for disposal and not dump coals and ashes in the yard.
4. To keep grills at least five feet from the building and more than 25 feet from vehicles while the grill is in use. Under no circumstances shall be grill be used on or near a covered porch. Resident acknowledges that heat can melt vinyl panels used as porch overhang ceilings.
5. Resident agrees not to store gasoline, starter fluid, or any flammable or explosive substances, not including matches, inside the dwelling unit, or on any porch of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of flammable or explosive substance by Resident or his guest will be considered a serious violation of the terms and conditions of this lease.
6. Management will not be liable for any damage or injury resulting from Resident's use of cooking grills. Residents will be found responsible for any damage to buildings, grounds, etc. as a result of improper use of grills. Management does not allow any construction of grills, whether permanent or otherwise, on any of Management's property.

9. MOVE-IN AND MOVE-OUT INSPECTIONS (see also paragraph 3(b))

(a) Move In Inspection. Management and Head of Household or an adult family member shall inspect the premises prior to occupancy by the Resident. Management will furnish Resident a written statement of the condition of the dwelling unit both inside and outside, and note any equipment provided with the unit. The statement shall be signed by Management and Resident and a copy of the statement retained in Resident's folder. If corrections are required, Management will correct the deficiencies noted on the inspection report at no charge to Resident.

(b) Move Out Inspections. At the time Resident vacates, Management shall inspect the unit and furnish Resident with a written statement of charges to be made, if any, for which Residents signing this lease are jointly and severally liable. Any damage other than normal wear and tear shall be deducted from the security deposit, and such Resident shall be liable for the balance, if any. Resident and/or representative may join in such inspection, unless Resident vacates without notice to Management.

10. ENTRY OF PREMISES DURING TENANCY

(a) Resident agrees that the duly authorized agent, employee, or contractor of Management will be permitted to enter Resident's dwelling during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.

(b) When Resident calls to request maintenance on the unit, Management shall attempt to provide such maintenance at a time convenient to Resident. If Resident is absent from the dwelling unit when Management comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.

(c) Management shall give Resident at least 2 days written notice that Management intends to enter the unit for the purpose of performing inspections, preventative maintenance, or showing the unit for releasing. Management may enter only at reasonable times.

(d) Management may enter Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. Emergency is defined to include, but not be limited to, reasonable cause to believe that a Resident's life is endangered, presence of drugs or illegal firearms or devices, and/or materials that may present a danger to the health and safety of other residents, gun-fire, heightened gang activity, and concealment of a fugitive from law.

(e) If Resident and all adult members of the household are absent from the dwelling unit at the time of entry, Management shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

(f) Management will inspect the unit at least annually to check needed maintenance, resident housekeeping, and other lease compliance matters. The Resident will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit. In an effort to improve the livability and conditions of the apartments owned and managed by Management, uniform standards for resident housekeeping have been developed for all Resident families.

(1) Authority responsibility. The standards that follow will be applied fairly and uniformly to all Residents. The authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, Management will notify the Resident in writing if he fails to comply with the standards. Management will advise the Resident of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, Management will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

(2) Resident responsibility. The Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to the health or safety is a violation of the lease terms and can result in eviction.

(3) Housekeeping Standards: Inside the apartment

General -

- (a) Walls should be clean, free of dirt, grease, holes, cobwebs, fingerprints, crayon, ink, borders, or wallpaper.
- (b) Floors should be clean, clear, dry, and free wires or tripping hazards. Only soft back area rugs may be used. No carpet.
- (c) Ceilings should be clean and free of cobwebs.
- (d) Windows should be kept clean. Blankets or other heavy bedding material may not be used as curtains. Screens should be intact.
- (e) Doors should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work properly.
- (f) The use of tape, tacks, screws, nails, or any other type of adhesive on any door, cabinet, or back splash is prohibited.
- (g) Heating and cooling air returns should be dusted and access uncluttered.
- (h) Hallways should be clean and hazards and not impede traffic.
- (i) Trash/garbage should not be left in the apartment overnight, but should be placed inside trash canisters in closed bags.
- (j) Cats and dogs are not allowed to stay or visit except in those designated units that have been given advance written approval by Management.
- (k) Entire unit should be free of rodent or insect infestation and odor free.
- (l) All windows and doors must be clear of any type of obstruction. Doors must be able to be fully operable. Specifically, there must be a minimum of one (1) window in each room that does not have any type of furniture placed in front of it.

Kitchen –

- (a) Stove should be clean and free of food and grease.
- (b) Refrigerator and freezer should be clean, free of damage, and food spills removed. Doors should close properly.
- (c) Cabinets should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
- (d) Sink should be clean, free of grease and garbage. Dirty dishes and cookware should be washed and put away in a timely manner.
- (e) Food storage areas should be neat and clean without spilled food.
- (f) Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom –

- (a) Toilet and tank should be clean and odor free.
- (b) Tub and shower should be clean and free of mildew and mold. Shower curtains should be in place and of adequate length.
- (c) Lavatory, soap dish, and toothbrush holder should be clean.
- (d) Exhaust fan should be free of dust and in working order.
- (e) Floor should be clean and dry.

Storage areas –

- (a) Linen closet should be neat and clean.
- (b) Other closets should be neat and clean, with clear access to items stored. No highly flammable materials should be stored in the unit.
- (c) Other storage areas should be clean, neat and free of hazards.
- (d) Closets should not have clothes or other items in the floor that will block adequate ventilation and cause mold and mildew.

Housekeeping Standards: Outside the apartment

- (a) Exterior walls should be free of graffiti.
- (b) Porches (front and rear) should be clean and free of hazards. Items stored on the porch include porch furniture and plants and shall not impede access to the unit. Tires, sofas, upholstered or other household furniture shall not be kept on the porch. No grills of any kind will be kept on the porch.
- (c) Steps (front and rear) should be clean and free of hazards.
- (d) Sidewalks should be clean and free of hazards.
- (e) All exterior doors should be kept clean, with glass and/or screens intact.
- (f) Roofs should be kept free of toys and debris. No tenant or guest is allowed on the roofs.
- (g) Laundry areas should be clean and neat. Lint must be removed from dryers after each use.
- (h) All utility areas should be free of debris, motor vehicle parts, and flammable materials.
- (i) Parking lots/bays should be free of abandoned cars and vehicles raised on jacks, blocks or other means. There should be no car repairs in parking areas.

11. NOTICE PROCEDURES

- (a) Resident responsibility. Any notice to Management must be in writing, personally delivered to the Administrative office, or sent by prepaid first-class mail, properly address to:

Lavonia Housing Authority
P.O. Box 453
13032 Jones St.
Lavonia, Georgia 30553

- (b) Management responsibility. Notice to Resident must be in writing, delivered personally to Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Resident.
- (c) Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Resident is visually impaired, all notices must be in an accessible format.

12. ACCOMMODATIONS OF PERSONS WITH DISABILITIES

For all aspects of the lease and Grievance Procedure, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a person without a disability. The accommodation may include provisions for a live-in aide as defined in the attached "Request for Special Assistance" form. Management shall provide a notice to each that the Resident may, at any time during tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodations so that the Resident can meet lease requirements or other requirements of tenancy.

13. TERMINATION OF THE LEASE

Lease termination by Resident: This lease may be terminated by the Head of Household at any time by giving thirty (30) days written notice to Management in the manner specified in Section 11 by delivering a signed "Notice of Intent to Vacate". When such notice is given, the lease shall be considered to be terminated at the end of the notice period.

Lease termination by Management: Management shall not terminate or refuse to renew the lease other than for serious or repeated violations of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in Section 7 of this lease or for other good cause. Either of the following types of criminal activity by the Resident, any household member, or guest or another person under the Resident's control, shall be cause for termination of tenancy. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Management's public housing premises by other Residents or Management's staff, any drug-related criminal activity on or off such premises.

Victims of domestic violence, dating violence, and stalking, have certain rights, and are entitled to certain protections, as set forth in the attached Notice of Rights under the Violence Against Women Act of 2006. Those protections include, subject to specified limitations, a prohibition of the termination of the "victim's" lease, and a right of confidentiality of the information supplied by the resident concerning the family violence. It is Management's policy that if the aggressor in a domestic violence act is a guest of any member of the household, that guest will be barred from Management's property for a period of time.

(a) **Serious violation: non-waiver.** Throughout the body of this lease, there are numerous situations in which the failure of any Resident or his family to comply with a particular obligation of the lease is specifically described as a serious violation of the lease. Each of these circumstances represents a situation in which Management has carefully considered and determined that such violation constitutes a per se 'serious violation' of the lease. This does not mean, however, that violation of other obligations or duties by a Resident or his guest will not be considered serious, simply because they

are not specifically described in this lease as constituting a serious violation. Rather, in those cases, Management has determined that such violations shall be considered as serious or non-serious on a case-by-case basis, depending upon the particular nature of the circumstances. The fact that such violations are not specifically described as “serious” violations in the body of this lease shall not be taken to mean or imply that Management does not consider them serious under the appropriate circumstances.

In addition, the fact that Management may have decided not to terminate a lease or to take action with respect to a past violation of any provision of this lease or any other lease (whether or not specifically described in the lease as a serious violation), shall not be deemed a waiver of the right of Management to subsequently terminate or to take other appropriate action based on the same or subsequent violation. Management makes every reasonable effort to resolve problems with its Residents short of terminating the lease, and in many circumstances will not enforce its right to terminate even though it may be entitled to do so under the terms of the lease. Therefore, by failing to take advantage of any rights it may have under the lease agreement, Management is not in any way waiving such provisions as to future violations, nor shall it be estopped to take full advantage of and completely enforce its rights with respect to future violations.

(b) Notice of Termination. Management shall give written notice of termination of the lease of:

- (1) Fourteen (14) days in the case of failure to pay rent.
- (2) A reasonable time considering the seriousness of the situation (but not to exceed thirty (30) days):
 - (a) If the health or safety of other residents, Management employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - (b) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 - (c) If any member of the household has been convicted of a felony;
- (3) Thirty (30) days in any other case, except that if a State or local law allows a shorter notice period, such shorter period shall apply.

(c) Management’s notice of termination to Head of Household shall state specific grounds for the termination, shall inform Resident of his right to make such reply as he may wish and of any right to request a hearing in accordance with Management’s Grievance Procedure, which is incorporated into this lease by reference. The notice of lease termination shall also inform the Resident of the right to examine Management’s documents directly relevant to the termination or eviction and to have copies made at the posted rate.

A notice to vacate which is required by State or local law may be combined with, or run concurrently with, a notice of lease termination.

When Management is required to afford the Resident the opportunity for a hearing under the Grievance Procedure for a grievance concerning lease termination, the tenancy shall not terminate until the time for the Resident to request a grievance hearing has expired, and if a grievance hearing was timely requested by the Resident the tenancy shall not terminate until the grievance process has been completed.

When Management is not required to afford the Resident the opportunity for a hearing under the grievance procedure for a grievance concerning the lease termination as defined in Section 17 below, the notice of lease termination shall state that the Resident is not entitled to a grievance hearing on the termination, specify the judicial eviction procedure to be used by Management for eviction of the Resident and that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations. When the lease termination involves criminal activity which is a threat to the health and safety of fellow residents or Management staff, the lease termination shall further state whether the eviction is for a criminal activity as described by this lease or for a drug-related activity as described by this lease.

(d) Management may evict a family from the unit only by bringing a court action. In the event legal proceedings are required to recover possession of the premises and Management prevails, the Resident will be charged with the actual cost of such proceedings, including but not limited to court costs and reasonable attorney fees.

(e) The Management must immediately terminate the tenancy if Management determines that any member of the household has ever been convicted of drug-related criminal activity or for manufacture or production of methamphetamine on the premises of federally assisted housing.

(f) Drug related criminal activity engaged in on or off the premises by any Resident, member of the Resident's household or guest, and any such activity engaged in on the premises by any other person under Resident's control, is grounds for Management to terminate tenancy. In addition, Management may evict a family when Management determines that the household member is illegally using a drug or when Management determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(g) In deciding to evict from criminal activity, Management shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effect that the eviction would have on family not involved in the prescribed activity. In appropriate cases, Management may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prescribed activity will not reside in the unit. In this event, the remaining family members must certify that the culpable household member has vacated the unit and will not be permitted to visit or stay as a guest in the unit. The family must additionally present evidence of the former household member's current address as required by Management.

(h) When Management evicts an individual or a family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, Management shall notify the local post office serving that dwelling unit that such individual or family is no

longer residing in that unit. (So that the post office will terminate delivery of mail for such persons at the unit, and that such persons not return to the neighborhood for the pickup of mail).

(i) Management may terminate the tenancy if Resident is fleeing to avoid prosecution, or custody of confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

(j) Management may evict the Resident by judicial action for criminal activity if Management determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

(k) Management shall further terminate the lease if Management determines that a household member has

- (1) engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, or
- (2) furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

(l) Management shall provide Resident a reasonable opportunity to examine, at Resident's request, before a Management grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of Management, and which are directly relevant to the termination of tenancy or eviction. Resident shall be allowed to copy any such documents at his expense at the posted rate. A notice of the lease termination shall inform Resident of Resident's right to examine Management's documents concerning the termination of tenancy or eviction. If Management does not make documents available for examination upon request by Resident, in accordance with this Section, Management may not proceed with eviction.

(m) Unpaid charges due on termination. All charges and unpaid rents of any sort shall become due and payable at the time of lease termination.

(n) Responsibility of Head of Household. Without in any limiting any other provision of this lease, Head of Household understands that this lease may be terminated for any serious violation of this lease by him, any member of the household (whether or not they signed this lease), by any Resident listed in Paragraph 1 above, by any guest, whether or not Head of Household is aware of such violation, whether or not he condones it and whether or not he has any control over the person committing the violation. Management has a leasehold relationship only with the Head of Household, and Head of Household shall be responsible for any violations of this lease by any other household member or guest. Head of Household acknowledges that if the activities of any of these persons constitute a serious violation of this lease, his lease agreement may be canceled and terminated even though he may not have legal or practical control over the person who has violated the terms of this lease.

14. PROPERTY ABANDONMENT

In the event Resident vacates and abandons the premises with or without notice to Management, and in the event personal property of any nature or description is left on the premises, Management shall not be responsible for such property, and shall be entitled to remove such items from the premises for storage or disposal after making such efforts to locate Head of Household or Head of Household's next of kin as Management may deem appropriate. If necessary, Management will secure the unit immediately to prevent vandalism or other criminal activity.

In addition to the foregoing, if Management determines in its discretion that the Resident has apparently abandoned the personal property remaining on the premises, the Management may destroy or dispose of such property if in the Management's sole discretion such property appears to be of inconsequential value. Provided, however, Management shall not take such action until it has first mailed a letter, addressed to Head of Household at the premises address (or such other address that the Head of Household may have given Management in writing as his new address) indicating that unless the Head of Household contacts Management within five (5) days of the date of the letter, the property will be deemed abandoned and will be destroyed. In the event this procedure is followed, and in the event the Head of Household fails to contact Management, Management may dispose of the property in any manner it sees fit, and shall not be liable to Head of Household (or any member of his family or any other person who may have left property on the premises) for any amount whatsoever.

15. ALTERNATIVE HOUSING ACCOMMODATIONS

Resident agrees not to use alternative housing or reside outside of the dwelling unit for more than sixty (60) days unless prior written approval is received by Management. (This included confinement in a nursing home, or other forms of confinement or any unreported absences of 60 days or over.) If Resident resides out of the dwelling unit for more than sixty (60) days, unless as specified in Paragraph 7 (c) above, Management will consider the unit to be abandoned as defined in Section 14 above, and will terminate this lease.

16. DISPOSAL OF PROPERTY AFTER WRIT OF POSSESSION

Resident will remove all personal property from the residence before the date of set-out as determined by the local civil court. Resident agrees that any personal property left in the apartment on the day of set-out will be considered abandoned property and Resident specifically acknowledges that Management shall have the right to remove and dispose of any personal property left in the apartment on the day of set-out. Resident acknowledges that the date of set-out is the day the County Sheriff or Deputy comes to the apartment or residence and by the authority of a Judgment and Writ of Possession of the local civil court takes back the property on behalf of Management and removes all personal belongings of Resident from the residence or apartment. Resident further

acknowledges and agrees that it is the Resident's responsibility to remove all personal property before the date of set-out and agrees to release and indemnify Management for any property damage or property conversion resulting from the removal or disposal of property left in the residence on the day of set-out.

17. GRIEVANCE PROCEDURE

All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, (specifically criminal activity or drug-related activity) shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

18. HOUSING RULES

The Resident agrees to obey any Housing Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by Management from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.

19. CHANGES TO LEASE

This lease, the Schedule of Charges for maintenance and repair, Admissions and Continued Occupancy Policy, Transfer Policy, and any other rules that are incorporated in this lease by reference or attachment, together with any future adjustments of rent or dwelling unit, or any changes or amendments of any of the foregoing, evidence the entire agreement between Management and Head of Household. Any modifications of the lease will be accomplished only by a written rider to the lease executed by both parties except:

- (1) that changes in rent shall be governed by Section 5 above, and
- (2) Changes in any existing schedules for services, and utilities, and any changes in rules and regulations which are incorporated by reference (including but not limited to ACOP and Rules for Conduct) may be modified or changed simply by posting in accordance with the procedure outlined in Federal regulations. However, nothing shall preclude Management from modifying this lease in the event new or amended government regulations are promulgated, or in the event there are changes in any rent schedules or other similar provisions dictated by any appropriate government agency, and Head of Household agrees to sign such amendments as may be necessary to comply with such regulations. Failure to sign such amendments shall be a serious violation, and shall be ground for termination. Should any term of this lease or any provision of this lease be held invalid, it shall be the intention of the parties that this invalid portion be severed herefrom and the remainder shall be binding and enforceable.

Failure of Management to insist upon the strict performance of any of the terms, covenants, agreements and conditions herein shall not constitute or be construed as a waiver or relinquishment of Management's rights to thereafter enforce such terms, covenants and conditions, and things shall continue in full force and effect.

20. DISCRIMINATION PROHIBITED

Management shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

21. ATTACHMENTS TO THE LEASE

Head of Household certifies that he has received a copy of this lease and the following attachments and understands these attachments are part of the lease:

- (✓) Cable TV Permit
- (✓) Schedule of Utility Allowance
- (✓) Lead Based Paint Procedure
- (✓) Schedule of Maintenance Charges
- (✓) Community Service Policy
- (✓) OTARD Policy
- (✓) Public Housing Grievance Procedure
- (✓) Notice to Resident Performing Work orders
- (✓) Section 214 Housing Assistance Pamphlet
- (✓) Rent Collection Policy
- (✓) Rules of Conduct
- (✓) Special Assistance Policy and Application
- (✓) Pet Policy
- (✓) Notice of Resident rights under Section 607 of the Violence Against Women Act of 2006

22. ZERO TOLERANCE POLICY

Management has a zero tolerance policy with respect to violations of the lease terms regarding drug and/or criminal activity. Residents and/or guests who engage in drug or other criminal activity will face swift terminations and eviction actions as outlined in the lease agreement. **Such activities do NOT afford the resident family the opportunity for a hearing under the Grievance Procedure.**

23. ENTIRE AGREEMENT

This agreement shall be the entire agreement between the parties, and no prior, contemporaneous or subsequent oral agreement, understanding or amendment shall be binding upon either party unless and until set forth in writing and signed by the party against whom such is sought to be enforced. Provided, however, as indicated earlier, this lease agreement shall include any and all obligations imposed by HUD regulation, and shall also include any and all documents incorporated by reference (whether or not attached to this lease as a part hereof). Such rules and regulations shall include the ACOP (as now existing or hereafter amended) and any other rule, policy or procedure adopted by Management after having been published publicly, posted in the Administrative Office and at each site office and furnished to any applicants and Residents upon request. Modifications in and changes to any and all of the above shall be made in accordance with HUD regulations.

24. RESIDENT'S CERTIFICATION

IN WITNESS WHEREOF, the parties have executed this the _____ day of _____, _____ at Lavonia, Georgia.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE STATEMENTS GIVEN IN MY APPLICATION FOR ADMISSION AND CONTINUED OCCUPANCY ARE TRUE AND CORRECT. I FURTHER CERTIFY THAT NEITHER I NOR ANY MEMBER OF MY HOUSEHOLD HAS COMMITTED ANY FRAUD IN CONNECTION WITH ANY FEDERAL HOUSING ASSISTANCE PROGRAM. I UNDERSTAND THAT IF THESE STATEMENTS ARE FOUND TO BE UNTRUE, THIS LEASE MAY BE TERMINATED AND I MAY BE REQUIRED TO VACATE.

I UNDERSTAND THAT WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, THE AMOUNT OF RENT OR WHO WILL OCCUPY THE PREMISES, OR TO MAKE FALSE STATEMENTS OR REPRESENTATIONS TO ANY REPRESENTATIVE OF THE LAVONIA HOUSING AUTHORITY WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER O.C.G.A. § 16-9-55, AND MAY BE PUNISHABLE WITH FINES OF UP TO \$1,000.00 AND/OR IMPRISONMENT UP TO ONE (1) YEAR.

I further certify that I have had the lease explained to me and have been given the opportunity to ask questions and to have those questions answered to my satisfaction.

Signatures:

RESIDENT: 1) _____ Date
Head of Household

2) _____ Date
Household Member

3) _____ Date
Household Member

4) _____ Date
Head of Household

5) _____ Date
Household Member

6) _____ Date
Household Member

LANDLORD: _____ Date
Executive Director

HOUSING AUTHORITY OF THE CITY OF LAVONIA, GA

Starr Whitlow Office Building

13032 Jones St.

POB 453

LAVONIA, GEORGIA

PHONE: 706-356-8224

FAX: 706-356-1000

TDD: 706-356-4746

AFTER HOURS EMERGENCY MAINTENANCE

706-356-3009

Office Hours: Monday – Friday 8:30 A.M. – 5:00 P.M.