



## Addendum A

# ADDITIONAL RULES AND REGULATIONS

As a Tenant, you are obligated to comply with the terms and conditions of these Rules and Regulations which are listed below, referred to as Addendum A and incorporated into the Lease Agreement as a substantive provision for the purpose of promoting the convenience, safety and welfare of all tenants and for the preservation of the Housing Authority of the City of Cumberland, hereafter referred to as HACC, property from abusive use. Tenant shall comply with the Rules and Regulations herein set forth governing the lease, the apartment, the grounds, and all other areas of HACC property and shall consult and comply with such other Rules and Regulations and any alterations or changes in the Rules and Regulations which the HACC, at its discretion, hereafter shall and may adopt for the said community. HACC shall not be liable to Tenant or anyone claiming under Tenant for any violation of such Rules and Regulations or by the breach of any covenant, term, provision or condition in any lease by any other tenant in the community.

### **ACCIDENTS**

Accidents involving personal injury or property damage that occur in or on any HACC property must be reported to the HACC Office or HACC Security Patrol immediately. HACC staff and/or the Insurance Carrier will perform an investigation into the accident.

### **ALTERATIONS TO UNIT**

The Tenant shall not erect or cause to be erected any structure in, about or upon the leased premises. The Tenant will not permit or make any structural alterations or changes in and about the leased premises. Awnings or other projections with the exception of those installed by the HACC shall not be attached to any part of the building. Screens, attachments or contrivances, of any kind shall not be attached to, hung in, or used in connection with any window or door of the leased premises. Tenant will not install or use any radio aerial, television antenna or satellite receiver without the prior written consent of the HACC. Tenant, his employees or agents, shall not drive or permit to be driven, any picture hook or other nails into the woodwork of the leased premises, or in any manner deface, damage/destroy floors, walls, ceilings, woodwork, windows, doors, stone or ironwork of the leased premises, without the prior written consent of the HACC.

Tenant shall neither deliberately nor negligently destroy, deface, damage, impair or remove any part of the apartment or premises, or permit or to fail to prevent any person in the apartment or on the premises to do so, (whether known or unknown by tenant). Tenant shall immediately notify the HACC as to any damages which occur and shall reimburse the HACC for damages. Tenant will be charged accordingly for the repairs and charges will appear on their monthly rent statement.

### **ANNUAL RECERTIFICATION**

Approximately 9 months from the time you move in, an annual re-examination is required to be completed. You will be notified in advance by a letter from management of the appointment date and time. Here are some things to consider which will assist in the process:

All Households:

1. Keep all of your important papers in a box or envelope. Include all income/pay stubs from the time you moved in or the last annual recertification. Include verification of salary, pensions, etc. and any increase since the last recertification.

2. All assets must be verified. Printouts and/or bank statements from checking and savings accounts, direct deposits and investments will be reviewed. Any interest accrued and paid out to you from the previous year will be considered on your annual recertification.  
Elderly and Disabled Households:
3. Save all receipts, bills, and explanation of benefits papers for medical deductions, including eye care, dental and medical. These deductions help to lower your rent amount.
4. If you take medications, you will be asked to get a print out from your pharmacy for the past twelve months for prescription and non-prescription drugs, as long as your physician ordered them.
5. All medical insurance premiums you pay must be verified by your last payment receipt.

### **CLEANING OF YOUR APARTMENT**

For daily or weekly cleaning of hardwood floors, use a dust mop. Certain spots, such as those around the front door to the bathroom, usually become soiled quickly. Wipe the spots with a damp cloth, being careful to use very little water. **Wooden Floors should NOT be washed** with excessive amounts of water at any time, as it warps the wood and destroys the finish. Use a mild soap only if necessary.

Tile or ceramic floors should be washed with lukewarm water and mild soap, then rinsed and wiped dry. Do not use any form of wax on these floors. The legs of beds and other pieces of furniture sometimes mar floors. Glass or rubber caps under the legs will prevent this. They cost a few cents each and are worth the expense. When you vacate the apartment, be careful not to scratch the floors. This could be a Tenant charge.

Rental units containing carpeting is to be vacuumed weekly and periodically cleaned using a carpet scrubber or a professional carpet care cleaning service. The installation of carpet with adhesive or tack board is strictly prohibited. Area rugs or rolled out carpet is permitted as long as it does not contribute to a safety hazard.

Walls should be dusted often. Woodwork that is painted with paint may be washed with a solution of mild soap and water. Do not place your furniture tight against walls. It may soil the wall or scrape the paint or mar the plaster. This will result in a charge to the Tenant.

### **EMERGENCIES**

We all know that unforeseen things happen. Real emergencies demand immediate attention for the protection of life, health, or property. Burglary, vandalism, and disturbances of the peace are situations for the police to handle and fire and medical emergencies for the fire department to handle. Call 911 for these emergencies.

NOTE: Maintenance emergencies require different handling. If any emergency arises which involves hazards to life, health, or property as listed below, immediately call the Maintenance Department at **301-724-2055**. **List of items HACCC Considers Emergency Repairs:**

- |   |                                       |
|---|---------------------------------------|
| 1. <b>Locked out of apartment</b>                   | 8. <b>Fire (call 911 first)</b>       |
| 2. <b>Natural Gas leak</b>                          | 9. <b>Sewer Backup</b>                |
| 3. <b>Clogged Commode (where there is only one)</b> | 10. <b>Major Water Leak</b>           |
| 4. <b>No Heat in Apartment</b>                      | 11. <b>Security System Call</b>       |
| 5. <b>Refrigerator Not Working</b>                  | 12. <b>No Hot or Cold Water</b>       |
| 6. <b>Elevator Not Working</b>                      | 13. <b>Smoke Detector Malfunction</b> |
| 7. <b>No Electricity in Total Apt.</b>              |                                       |

After normal business hours, this number is answered by an answering service which will ask you for your name, address and telephone number along with a description of your problem. They will contact the maintenance person on call who will get back to you. Be sure the call is a true emergency as listed. If you call maintenance during non-work hours for something that could wait until regular hours, you will be charged at the overtime rate for the call out including the telephone call time.

### **EMPLOYEE RESPONSIBILITY**

Employees of the HACC are not authorized or permitted to accept packages, keys, money or articles of any description from or for the sole benefit of the Tenants. Designated employees of the HACC are permitted to receive these items in the course of HACC business.

### **EXTERMINATION**

Extermination service is provided on a regular basis at no cost to the Tenant. This is performed in all units and **cannot be refused**. Tenants are required to keep all living areas clean at all times. Bedrooms must be accessible and not locked, and screen doors unlocked. Tenants will be advised of the date that the exterminator will be visiting their unit through the monthly newsletter. Tenants will be advised of any special visits and what advance preparations to make, if any, through a notice that will be mailed or hand delivered. Failure to make preparations as may be requested by HACC or to allow entry to the exterminating company will be deemed to be a material breach of this lease. If it is found that within 45 days of initially leasing the apartment that you have an infestation of any kind, YOU will be responsible for any and all costs that arise in eliminating the infestation.

### **FENCES**

HACC is in the process of removing fencing from Jane Frazier Village and Fort Cumberland Homes. Additional or tenant supplied fencing is not allowed. Where fencing exists, it must be kept free of grass, shrubs, trees, etc. Nothing can be attached or otherwise placed on any fencing.

### **GARBAGE**

The apartment will be kept at all times in a clean, sanitary and safe condition. Garbage, rubbish and other waste shall be removed in a clean and safe manner and all such matter shall be placed in trash receptacles, chutes or dumpsters provided by HACC. The littering or defacing of any area of the premises or community shall not be permitted.

No loose bagged or boxed garbage or trash is to be left outside of the rental unit as this is a health violation. Any bags left outside of your unit, regardless of content, will be considered trash and will be removed by staff immediately. A charge of \$5 per bag/box will be posted to your rent statement

Do not send small children to put garbage in the dumpster as they cannot reach the lid and could be hurt. In addition, when they cannot reach the lid, the garbage is left on the ground. If it is determined who is leaving bags outside of the dumpster you will be charged \$5.00 per bag and issued a lease violation.

A trash room with a trash chute is located on each floor of our mid and high rise developments. Please place all garbage in "Kitchen Size" (13 gallon or less) garbage bags and tie it before disposing of it. Do not use trash bags larger than 13-gallon or kitchen size as they will not fit down the chute. Boxes of any type are not to be placed in the trash chute and are to be taken to the recycling container. Pizza boxes must be crushed up and contained within the trash bags. If you wish to dispose of any items and you are not sure that the chute will accommodate them, please check with the site office or Maintenance Department.

Large items of trash such as old furniture, washers, mattresses, etc., are to be removed from the premises by the Tenant. If any of these items have to be picked up by maintenance there will be a charge to the Tenant. Maintenance personnel are not permitted to move, rearrange or otherwise handle any interior furniture in the Tenant's premises unless necessary to perform required maintenance items.

The garbage collection company has established Mondays as the day to remove bulk items (furniture or other large items) from the premises. Family developments are to place these items beside the dumpster not in front of it. High rise developments are to place them beside the cardboard recycle bin. Tires are prohibited from being included in our garbage collection and must be disposed of offsite by the tenant.

### **GROUNDS – All Developments**

The HACCC Maintenance Department is responsible for the care of all common grounds used by the community as a whole. However, keeping up the appearance of the development is a job that you and the HACCC share. Tenants are required to clean up litter and other forms of trash after their family members in all common areas such as sidewalks, entrances, porches, yards, parking areas, hallways, community rooms and other common use areas. If you see trash pick it up and always deposit your trash in a waste container.

Bicycles, strollers, toys, wheel chairs or other similar articles shall not be permitted to block hallways, sidewalks, door entries, passages, and stairwells and are to be stored in the rental unit. Shopping carts are not permitted on the HACCC grounds and are considered stolen property. Tenants in possession of these carts or seen bringing them onto HACCC property will be reported to police and a lease violation will be issued. The only exception to this will be those high rise tenants which previously purchased their own carts and remain in their units.

The tenant shall not permit anything to be thrown out of the window of the apartment as well as climbing onto or laying items on the canopies or roofs. The act of dusting or shaking of mops, brooms, or other cleaning material out of either the windows or the doors above ground level of the leased premises is also not permitted.

### **GROUNDS – Family Developments**

Due to the varying development age, design and improvements being performed, all developments have different types of exterior areas which are provided with the rental unit and the tenant is therefore responsible to maintain.

Front Porch – All rental units have a front entrance which contains a small entry porch. The Tenant shall not keep any items on their front porch so as to not impede access to the unit. No more than one bicycle per person residing in the unit.

Rear Patio or Assigned Area – The items permitted to be in this area is limited to patio or outdoor designed table and chairs, one bicycle per person residing in the unit, propane or charcoal grill and two (2) medium sized flower pots and are to be on the patio or within the assigned area.

No Rear Patio or Area (all Banneker Gardens units) – Tenants are not permitted to store anything outside of the unit including flower pots, chairs or other accessories.

Rear Fenced Yard - The items permitted to be in this area is limited to patio or outdoor designed table and chairs, one bicycle per person residing in the unit, propane or charcoal grill, two (2) medium sized flower pots. Tenants with a fenced yard may also have one lawn mower, string trimmer and gas can per unit all of which must be stored outside of the unit.

It is the responsibility of residents to keep their grass cut and fence areas trimmed to prevent a scraggly and unsightly appearance. HACC has established 6 inches as the maximum height of your grass. HACC will place a tag on the Tenant's door for any lawn found to exceed this standard, and the Tenant will be given **two (2) calendar days to mow and trim the lawn before being re-inspected**. If the lawn has not been cut within the two (2) day period, weather permitting, the HACC Maintenance Department will issue a work order to mow and trim the lawn. Once the maintenance department begins mowing the yard there it cannot be stopped and the tenant will be charged the current rate that is listed on the Schedule of Charges. Tenants should not wait for a tag before maintaining the yard and claims of not receiving a tag does not exempt you from paying the charges if HACC cuts and/or trims your area which exceeds the height standard.

Storage Unit – If the rental unit is supplied with a storage unit, it is to be used for yard tools, toys, etc. Residents are required to apply a key or combination lock to the exterior storage unit to prevent entry by small children and becoming entrapped.

Miscellaneous - Tires, wheels, car parts, flammables, etc. are not to be stored on the site. Tools and toys of any kind are to be stored in the unit. If these items are found unattended, they may be impounded and a charge will be made for their return. All items unclaimed will be disposed of after ten (10) calendar days.

The HACC's insurance carrier does not permit tenants to have patio canopies, instant tent shelters, tents, etc. Outdoor furniture made of skids or other non-traditional material is not considered furniture and is not permitted. HACC reserves the right to restrict any items that is outside on your porch, patio and/or in your yard.

## **HEATING**

HACC has implemented a large amount of energy conservation measures in order to provide utilities at an affordable rate and in an efficient manner. All thermostats are set to operate in a 68 – 75 degree range and that is considered a properly operating heating system degree range. If the temperature in your rental unit is below 68 degrees or warmer than desired, notify the Maintenance Department at **301-724-2055** and your temperature control will be checked to see if it is operating correctly and adjusted as needed.

**DO NOT**, under any circumstance, attempt to force the temperature control higher than the stop is set. This action will break the temperature control and you will get no heat until a new temperature control is installed. If you cause this to happen, you will be charged for the new temperature control and labor for installation.

Tenants can also help conserve energy by following some of the procedures listed below:

1. Keep drapes and blinds open during the day on windows facing the sun so that any available sunshine will be absorbed indoors.
2. At night, keep drapes and blinds closed and they will act as an insulator to keep heat inside and keep chilly drafts off the occupants.
3. Do not open windows in cold weather.
4. Do not block air registers with furniture and/or curtains.
5. Kerosene heaters are **prohibited** by the HACC and the State Fire Marshal.
6. Electric heaters will be permitted which have a safety control for tipping, a cut off when a certain temperature is reached, a control for the amount of time it stays on and are currently UL certified.

**Note: Any call received by HACC after normal working hours for the lack of heat in an apartment below 68 degrees, where it is determined by the maintenance staff person by using a temperature measuring device that the temperature is at or above the 68 degrees, the Tenant will be charged for the service call. The charge will be for the amount of time spent on the service call at the current maintenance overtime rate per hour including travel time.**

### **MID/HIGH RISE BUILDINGS**

Residents are asked to not tamper with the light switches in halls & stairwells. Lights remain on 24 hours a day for your safety. All children must be accompanied by an adult in the elevators, halls and stairwells.

### **HOLIDAY DECORATIONS**

Holiday lights and decorations are permitted indoors provided that no damage is done to the unit. Taping lights and decorations to the walls and woodwork should be avoided as it leaves a sticky residue and can remove the finish. Tenants are not permitted to have a live Christmas tree anywhere on HACC property.

No lights or electrical holiday decorations are allowed on the outside of rental units unless solar or battery powered. Due to health and safety violations, electrical cords are not permitted to be run through the windows and doors at any time.

Christmas Holiday lighting will be allowed from November 1<sup>st</sup> to January 31<sup>st</sup>. All other holiday decorations and lighting is to be limited to 15 days before and after the holiday. No lights should be left burning during the daylight hours and should be turned off by 11:00 p.m.

Residents of buildings with interior halls, elevators, railings, stair towers, etc. are not permitted to place any decorations in or on any of these areas. Decorations are limited to the interior of the unit.

### **IDENTIFICATION**

An identification (ID) card is mandatory of all Tenants on the lease residing in our developments who are 16 years of age or over. HACC will issue an identification card at no cost to a resident if they do not possess a government issued picture identification card or valid driver's license. The ID is required for the following reasons:

1. The Security staff and City Police will request a Tenant to show their identification card if a problem arises and they need proof that the person is a Tenant. Without one, you may be asked to leave the premises.
2. The Maintenance Department will not unlock a door for a Tenant who claims to be locked out without proper identification.
3. If a Tenant misplaces their identification card and desires a replacement, the new card will be issued at the posted cost to cover our expenses.
4. Identification cards must be returned upon removal from the lease of any household member, and/or upon move out. The Identification Card will remain property of the HACC at all times.

### **LAUNDRY**

Clotheslines, other than those provided by the HACC, shall not be erected or used at any time. Be courteous to other people who might be sharing your clothesline by removing your laundry just as soon as it is dry. Laundry or other articles shall not be hung for any purpose from the outside of Tenant's apartment other than on existing clotheslines if present. "Outside" shall include fences, balconies, patios and other exterior areas of the Tenant's apartment.

Family Developments - Washers & Dryers are permitted with the following requirements:

1. Only one washer and one dryer permitted per unit and they must be in good safe mechanical and electrical operation. Due to the limited space, the washer and dryer at Banneker Gardens must be the stackable kind and the door to the laundry area must be able to fully close and cannot be removed.
2. Your washer and dryer must be located adjacent to the equipment utility connections. No other location will be approved or allowed by the HACC.
3. The dryer being installed must be **208/240 VOLT** and have a **4-WIRE PIGTAIL POWER CORD**. If the dryer has a 3-prong power cord, the HACC will require that it be replaced by the HACC Maintenance staff with a 4-prong pigtail. Purchase of the 4-prong pigtail will be the Tenant's responsibility and there is no maintenance charge to wire it.
4. Notify the Maintenance Department at 301-724-2055, if you choose to have a 240-volt wall receptacle, venting pipe and/or exhaust flap installed for your dryer. Please allow 30 days for maintenance installation. There will be **No Charge** to the Tenant for these maintenance installed materials or service.
5. The dryer must be vented to the outside at all times and the lint filter routinely cleaned. No indoor water system for dryers is permitted.

An extra monthly charge for additional utilities used will be charged and included on the monthly rent statement for those residents with laundry machines.

John F. Kennedy Apartments, Queen City Tower, Willow Valley and Grande View Apartments - Coin operated laundry facilities are provided on the ground floor at each building and are available on a first come, first serve basis. Please obey the posted hours and guidelines. Washers and Dryers will not be allowed in the units at these developments due to the limited size of the kitchen area and utility requirements.

### **LOCKOUT SERVICE**

Two (2) keys to your apartment and two (2) keys to your mailbox are furnished to you when you enter into your lease. If you should lose them or need additional keys, a charge in accordance with the current price list will be made to your account. Don't forget your key when you leave. If you lock yourself out and an HACC employee has to unlock your door, you will be charged according to the current price list. Any damage caused by a forced entry will be charged to your account. **REMEMBER - Have your key with you at all times.** Tenants will not hold the Housing Authority liable for the time the Tenant is locked out of the unit.

### **MAINTENANCE REPAIRS**

Our maintenance staffers make the necessary repairs when something leaks, breaks, or is otherwise damaged, so please request service promptly by telephone to the **Maintenance Department at 301-724-2055**. An early repair job often saves a lot of trouble and expense. There is no charge for routine maintenance repairs. You will be charged for any damage to the premises which results from the failure to immediately notify the Maintenance Department or was otherwise caused by your family. This includes damages done by other people including the police department. Normal repairs will be made within a few days. Emergency repairs will be made within 24 hours. A fee of \$25 will be charged to the Tenant for all non reported maintenance items found by HAAC staff.

## **MOVE-IN AND MOVE-OUT**

Moving of furniture is permitted to and from the rental units between the hours of 8:00 am and 8:00 pm only. Any packing materials, containers or boxes, which are used in moving, must be removed by the Tenant to whom they belong or disposed of properly.

All damage to the leased rental unit, building or common areas caused by moving the property of the Tenant and all breakage or other damage done by the Tenant or his agents, employees, guest or invites as well as any damage caused by the overflow or escape of water, gas, steam, electricity, or other substance due to the negligence, neglect, fault or accident of the Tenant or the Tenant's family, guests, employees, or invites shall be repaired at the sole expense of the Tenant.

## **NEIGHBORS**

Being considerate of your neighbors is a must. If you live beside, above or below another family, try to adjust your home life to cause them as little annoyance as possible. Monitor the volume of your television and music, avoid slamming of doors, vacuum during daylight hours, keep your doors closed, etc. Treat your neighbors as you would like them to treat you. Quiet time is 10:00 p.m. to 8:00 a.m. each day. For any serious disturbances of any kind, contact the Police Department. Repeated disturbances or conviction in court of related crimes and/or municipal or civil infractions can result in eviction for the Tenant.

All Tenant complaints must be presented to HACC in writing and signed by the complaining party in order for any action to be taken. All such complaints will be reviewed by the HACC and a response, if necessary, will be given in a timely manner. The HACC will document all complaints not placed in writing in the Tenant file or in the Security Reports at the time the complaint is received.

## **NEWSLETTER**

The monthly newsletter is distributed to all rental units at the beginning of the month. The newsletter will contain notices of importance including exterminator schedules, unit inspection schedules, and events being sponsored by HACC or the Resident Organizations. The current newsletter is always available on the web site [www.cumberlandhousing.org](http://www.cumberlandhousing.org) under the News tab.

## **NOTICES**

Written notices, bulletins & flyers pertaining to various activities, important subjects, revisions to rules and regulations, etc. are distributed periodically to each rental unit or are posted in the community rooms at the development. Make it a point to read and understand fully all postings, as they affect your status as a resident of the HACC.

## **PAINT, WALL COVERINGS, DECALS**

The Tenant shall not paint or permit the painting of any portion of the leased premises or permit anyone to wallpaper the leased premises. If the apartment requires painting at the time the Tenant vacates the apartment, the charge for painting the apartment shall be in accordance with the Schedule of Resident Charges which is attached as Addendum D and incorporated into the Lease Agreement as a substantial provision.

If the Tenant provides their own paint and applies same to the dwelling without prior approval of HACC regardless of color the Tenant shall be responsible for excess charges incurred to restore the unit back to the original condition when the unit was first leased by the tenant.

Wall covering, contact paper, borders, stickers, appliqués, paneling, etc., is not permitted to be used on walls, ceilings, doors, or cabinets. Any of these applied will be required to be removed immediately and at the Tenant's expense. Damage caused by the use of these items will be charged to the Tenant.

**REMEMBER:** If you properly care for your home and wash down your walls when they get dirty, the paint in your home will look good for years.

### **PICTURES AND FIXTURES**

The HACC Office is available to advise you on what items can and cannot be hung in your unit and with what type of mounting materials. Small to medium size pictures and mirrors can be hung in your unit. However, nothing can be hung or mounted on doors as this prevents proper operation of the door. Use hangers that won't mar your walls when hanging such items. Covering mechanical equipment such as electrical panels, thermostats, etc. is not permitted. We recommend that you call the Maintenance Department and allow them to install these items for you at a minimal charge.

Do not install extra towel racks, shelves, etc. Avoid making excessive holes in the walls. Damage done to walls or woodwork will be repaired by maintenance and Tenants will be charged for these repairs. The mounting of flat screen televisions on the walls is not recommended and may cause extensive damage.

Any furniture, fixtures or equipment purchased by the tenant that requires assembly or mounting is solely the tenant's responsibility as HACC staff are not permitted to assemble or mount such items.

### **PLAYGROUND EQUIPMENT**

The HACC's insurance carrier does not permit tenants to have any type of privately owned playground equipment on our property. Definition of playground equipment includes: swings or swing sets of any size or nature, trampolines, large play houses, pools, slip-n-slides, etc. of any size, any water based entertainment item, horseshoes, volleyball nets, bat mitten nets, basketball hoops, etc, or any other related items which can be found in a park or on a playground.

HACC maintains a playground at each family development for the use of residents in the leased premises. All playgrounds close at dark. Residents, children and guests are not permitted to occupy these areas after dark.

### **PLUMBING FIXTURES**

Plumbing fixtures are defined as faucets, sinks, bathtubs, toilets, and washers. Please report immediately to the Maintenance Department at **301-724-2055** any leak regardless of the amount, slow draining fixtures and clogged fixtures to avoid excess costs and damages. Do not drop or place paper towels, newspapers, rags, balls, fish tank gravel, dirt or any other objects into fixtures as they will clog the drain. It is suggested that you be very careful that foreign objects not be dropped into the fixture. When an emergency plumbing issue arises, such as a clogged shared sewer line between apartments/floors, entry into your unit may be mandatory and can be made without notice.

The sink and tub should be cleaned using soap and hot water which is the best cleaner for enamel. Use a non-abrasive cleaner only if soap does not take off the stains. Once enamel is barely scratched it is very difficult to keep clean. Never place acidic foods or any other acids in your sink as they will stain it. Never pour leftover grease down the sink, tub or toilet for it will clog up the drainpipe. Never use abrasive cleaners to fiberglass tubs as it will cause permanent damage to the finish.

Keep the toilet clean with a toilet bowl cleaner and a toilet brush. Do not flush any feminine products, disposable diapers or sanitary wipes in the toilet **even if the product claims it is flushable!** The sewer systems at our developments are not designed to handle these types of items. Also, flush frequently so that there isn't a buildup of toilet tissue. The double ply tissue leads to clogging. It is also suggested that you purchase a sturdy plunger to keep this and other drains in your rental unit running freely to avoid future maintenance charges.

You will be charged for any materials and labor to unclog any plumbing fixture or sewer line which is the result of tenant negligence. If a maintenance staffer is called out on an overtime call to clear a clogged plumbing fixture the minimum charge is one (1) hour at the overtime rate. Your cooperation is appreciated in avoiding the need for unclogging a drain.

## **PROPERTY INSURANCE**

HACC strongly urges all residents to obtain insurance on their personal property. You are not covered by our insurance carrier for any loss of your personal belongings. Protection of your personal property from fire, theft, water/sewer overflows or vandalism, whether caused by you or by another tenant or guest, is your sole responsibility, and may be obtained through an insurance agent.

## **RECREATIONAL AREAS**

Tenant and invited guests will be allowed to use the recreational facilities located on the premises at their own risk and sole responsibility. Management, however, reserves the right to discontinue the use of these facilities at any time deemed necessary to protect the interest of the community. Children are allowed to play in designated areas only. If damage to the grass occurs, certain areas of the lawn will be excluded to allow the grass to recover. Bicycles or similar toys are prohibited from being ridden on the lawn. Playing in the parking lots is prohibited for children under 12 years of age unless under the supervision of a responsible adult. However, no playing is allowed by anyone around or between parked vehicles. Any damage done to a vehicle or property of the HACC, other residents or guests by a child will be the responsibility of the Tenant whose household the child belongs to.

## **RECYCLING PROGRAM**

HACC participates in a Recycling Program. Containers for recycling items are clearly marked as to what type of recycling product goes in the container and are located at the communities dumpster containment areas. Residents are strongly encouraged to participate in the recycling efforts.

1. Plastics - Dispose of plastics by the number listed on the bottom of the container, #1, #2 up to #6 even though number on recycling bin will indicate #1 and #2. Lids must be disposed of separately and cannot be recycled. All containers to be recycled must be rinsed.
2. Bottle & Can Recycling - Plastic Bottles and Jugs of any color or size. Rinse and place in bin.
3. All Steel and Aluminum cans – This includes Aerosol cans too. Rinse and remove food residue.
4. Glass Bottles and Jars – Recycle all clear, green and brown glass. Rinse and remove lids.
5. Paper Recycling – Copy paper, note paper, reports, worksheets, envelopes, soft cover books, newspapers, inserts and phone books. (Remove hard back covers from books.)
6. Cardboard - Break cardboard boxes down before placing in container.

Co-Mingled Materials –

- #1 thru #6 Plastic Bottles (Numbers printed on bottom of container.)
- Aluminum/Tin Food and Beverage Containers
- Glass Food and Beverage Containers (brown, green and clear)
- Window glass is not accepted

**Items NOT accepted for recycling: pizza boxes, Styro-foam, plastic bags, plastic containers (unless indicated with recycling codes), candle jars, glass dishes, light bulbs, tissues, paper towels, paper plates, plastic covers/food wrappers, brightly colored or very dark paper.**

## **REFRIGERATORS**

A clean refrigerator and freezer will keep food fresh and cold for a long time. Periodically wash the inside of your refrigerator and the gaskets around the doors with warm soapy water, or use a solution of two tablespoons of baking soda to each quart of water. Gaskets on the refrigerators and freezers should be clear of crumbs, dried liquids and other debris which can cause the seal to stick and result in being torn. Tenants will be responsible for torn refrigerator seals resulting from improper cleaning.

## **RESTRICTED AREAS**

Tenants, children or visitors are not permitted on the HACC Central Office property during the period when the office is closed other than to drop off items in the afterhours drop box. These areas include: office building perimeter; parking areas in front of the office complex marked for staff only; the driveway leading to the garages and the parking area in front of the maintenance garages; or around HACC vehicles. Vehicles will be towed and/or lease violation issued depending upon the violation.

Tenants, children or visitors are not permitted at any time to: climb onto the central office and maintenance roofs; climb onto the roofs of the stairways leading to the basements; the stair roof tops; climb onto the dumpsters; or walls around the dumpsters. Tenants, children or visitors are not permitted at any time to hang out around the above mentioned areas.

## **SAFETY PRECAUTIONS**

**DO NOT DELAY IN SPOTTING YOUR NEAREST FIRE ALARM BOX WHEN YOU MOVE INTO THE DEVELOPMENT.** If no fire alarm box is nearby, find the nearest telephone, which will serve the purpose in an emergency.

**DO NOT** ignore, even for a moment, the odor of gas. Immediately open all windows and put out all flames. If you have checked and found that all the pilot lights are turned off, notify the gas company. Escaping gas can cause serious explosions.

**DO NOT** neglect any electrical appliance wires. Check carefully for frayed coverings, bent prongs on plugs and loose wiring.

**DO NOT** store paint, oil, gasoline, oily rags, clothes with oil or paint on them, or newspaper in your home or around it. These are first class fire hazards and the law says that they must be put out of the way.

**DO NOT** clutter up the space around stoves, electrical panels and hot water heaters. Do not block windows or doorways. Keep these areas clear at all times.

**DO NOT** place flowerpots or other items on outside window sills or balconies.

**DO NOT** allow children to throw glass, tin, nails, or other dangerous objects. They can cut their feet or other serious injuries may result.

## **SCREENS**

Missing screens are also a Health and Safety hazard, in that a youth could fall from the window when the window screen is missing and it allows unwanted insects to enter the unit. Window and door screens are required to be installed in respective openings at all times. If your screens need repairing, notify the Maintenance Department so that they can be fixed before the damage becomes too great for repairs. Be sure to close and lock your windows when you are away from home for security reasons. Keep your screen doors tightly latched so that they will not break in a high wind. Those windows discovered without a screen in the window by an HACC employee or HUD inspector, will be assessed the sum of \$25.00 per screen.

## **SECURITY**

In an effort to assist in the security of the community, management requires that tenants keep all outside doors locked and understand that should any tenant or their guest prop any doors open or disengage any locking system, management reserves the right to terminate the lease immediately. In addition, each household should take precautions such as keeping windows locked, turning in maintenance requests when any locks or windows are not working properly and informing management if a site light quits working, etc.

## **SHADES, BLINDS & CURTAINS**

Shades, blinds, or curtain rods are provided in our rental units. If the tenant wishes to have additional shades, blinds or rods, they must be white in color, and installed permanently by the maintenance department. Curtains in good condition and of appropriate size for the windows are encouraged. No torn, damaged, partially missing window treatments, blankets, bed sheets or other materials not designed to be window covers are not permitted.

Nothing is to be permanently hung, stuck to or otherwise placed on the exterior doors. Nothing can be placed between the window and door blinds and the glass.

## **SMOKE and CO2 DETECTORS**

HUD requires that a smoke detector be installed on each living level in all units and a CO2 detector in all units with gas appliances. HACC provides the detectors and has them placed in each living level in all units. Tenant is prohibited from tampering with or disconnecting the detectors or any other safety equipment. If any HACC employee or HUD inspector finds a detector that was made inoperable by a Tenant, a member of the household or a guest within the tenants unit, the Tenant will be charged \$25.00 for each occurrence. Tenant will be charged accordingly for the repairs and charges will appear on their monthly rent statement.

## **SNOW AND ICE**

A major concern during winter is the clearing of ice and snow. Residents of Jane Frazier Village, Fort Cumberland Homes & Banneker Gardens are responsible for clearing ice and snow from the front and rear sidewalks leading to their units within 24 hours of the end of precipitation as per City of Cumberland ordinance. Residents who fail to promptly clear their walks within that time will be charged when the Maintenance Department has to perform the work. Residents should exercise good judgment in placing snow that they remove from the walks. Never throw it out into the streets or other areas where your neighbors or the Maintenance Department will have to move it again. Do not place shoveled snow against the building or foundation. Please do not use salt or other chemicals on your walks as they damage the concrete, grass and plants.

The Maintenance crews get to the public walks and drive areas as soon as possible. Residents may be required to move their vehicles to allow for clearing of snow.

## **STAFF SOLICITATION**

Tenants are asked not to ask HACC staff or any of their contractors for items such as drinks, cigarettes, food, car rides, money, etc. The HACC staff and contractors are not permitted to provide you with any of these items.

## **STOVES**

Clean the enamel parts of your stove, when cold, with warm soapy water and wipe it off with a dry cloth. Never use cold water on the enamel parts of a stove while hot. Try to be careful and protect the enamel surfaces against hard knocks that may chip or crack them. Burners and drip pans should be cleaned frequently with a solution of baking soda and water. Remove grease promptly. Do not wait until you need a bulldozer!

## **SWIMMING POOLS**

Swimming pools or any other water based entertainment item of any size are not permitted.

## **TREES AND SHRUBBERY**

Please preserve the trees. Explain to your children how important it is not to cut the bark, swing on the branches or leap off the branches. Most children do not realize that trees will die from this kind of treatment.

Shrubbery is planted and maintained in each development for the enjoyment of Tenants and to add pleasant Curb Appeal. You can help keep your apartment community looking nice by not allowing vandalism and damage to occur.

No flowers or shrubbery may be planted by the Tenant without the PRIOR written consent and inspection by the Director of Maintenance Services; however nothing can touch the buildings, fences or walkways.

## **UTILITY CONSERVATION**

**Gas** - Part of the cost of gas is included in the rent you pay; use only what is absolutely necessary. The gas stoves are to be used for cooking only, not as a source of heat. Not only is this practice costly, but also it is extremely dangerous. Over a period of hours, there is a buildup of noxious and fatal gases and at the same time, the oxygen in the room is being consumed. This can lead to death of pets, children and adults and could be the cause of an explosion.

**Electricity** - The cost of electric service has more than doubled in recent years. Please turn off lights when you are not in a room or when you leave the house. Be sure that any electrical equipment that you use is in good operating condition, especially as to cords and switches. Do not use bulbs of over the equivalent of 60 watts capacity in any ceiling fixture, or over 40-watt equivalent bulbs in bathroom medicine cabinets. Energy saving bulbs should always be used.

**Water** - In order to help conserve this utility, we ask that all Tenants promptly report any leaks or dripping faucets to the HACC Office so that repairs can be made. Also, make sure that all faucets are turned completely off when you are not drawing water. Washing vehicles is prohibited at all sites. Do not waste water, either hot or cold.

Banneker Gardens - residents are not permitted to use the areas around the hot water tanks and furnace for storage due to government safety regulations. The closet doors to the hot water tanks and furnace cannot be blocked or removed.

## **VANDALISM**

If your unit is a victim of vandalism, such as torn screens, food items being spilled or smeared on doors, fences, or concrete, etc., it will be your responsibility to clean up the outside of your apartment.

## **WHEN YOU VACATE**

When you vacate the unit, please clean your home thoroughly. Move out cleaning and repair charges will be deducted from your Security Deposit and any remaining amount due will be collected through legal remedies. Please turn all keys into the HACC office after you have vacated. **DO NOT TURN KEYS IN TO MAINTENANCE PERSONNEL UNLESS PREVIOUSLY APPROVED BY THE HACC OFFICE.**

## **WATERBEDS**

Waterbeds or water filled furniture are not allowed.

## **WEBSITE**

HACC uses its website [www.cumberlandhousing.org](http://www.cumberlandhousing.org) to post important events and commonly requested information. The site contains a method to request a work order, review a lease, read policies, and many other useful functions. Check it out!

## **WINDOWS**

Tenant shall not permit anything to be placed in or hung from the outside of windows. If there is only one window in a room, per the State Fire Marshall requirements, no window is to be blocked at anytime by furniture, air conditioner, box's etc. This is the only way out in an emergency.

## **WINDOW AIR CONDITIONERS**

Jane Frazier Village and Fort Cumberland Homes - Window air conditioners must be removed from the window and stored away by October 31st of each year and cannot be reinstalled until April 1st. Bedrooms with only one window at these developments cannot have a window air conditioner at any time due to the state fire marshal requirements that window being used for an emergency exit. All window air conditioners must be properly installed, secured and proper side panels used. Pillows, blankets, bags, cardboard, etc. is not permitted.

John F. Kennedy and Queen City Tower – Window air conditioners are supplied for each unit, maintained and owned by HACC. Additional window air conditioners are not permitted. If the air conditioner is used during the winter due to medical reasons, it is not to be run constantly and not during below freezing outside temperatures to prevent the unit from freezing up and being destroyed. If the HACC owned window air conditioner and/or surrounding panels is missing upon a tenant moving out or inoperable due to freezing up, the current charge to replace the air conditioner will be imposed.

Rental units with central air conditioning are not permitted to have window air conditioners. No portable air conditioners are permitted anywhere due to the complications associated with the drain lines.

## **WIRES**

The presence of wires, extension cords, etc, across the floors, up the stairs, through windows/doors or their frames or other unapproved locations creates Health and Safety concerns and is not permitted. If a HACC employee or HUD inspector discovers a wire spread across the floor or up a stairway, the tenant will be assessed the amount of \$25.00. Failure to correct the safety violation or for repeated violations, a notice to vacate will be issued.

**DO NOT LISTEN TO RUMORS. CHECK WITH THE HACC OFFICE FOR ACCURATE FACTS.**