CUMBERLAND HOUSING GROUP

Lease Attachment No. 3

HOUSE RULES

Tenants shall consult and comply with the House Rules set forth in all areas of affordable housing properties where you have chosen to reside, as managed by the Cumberland Housing Group (CHG). Further compliance will apply to any changes in the House Rules which the CHG, at its discretion, adopts for the said community. CHG shall not be liable if another tenant breaks the rules or lease, and that failure causes harm or loss to tenants and guests. House Rules are a HUD mandated and recognized attachment to the lease, and therefore any failure to comply with House Rules is considered a lease violation and could be grounds for lease termination.

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ABANDONMENT OF THE UNIT

Abandonment is distinguished by the tenant's failure to pay the rent due for the unit, and failure to acknowledge or respond to notices from CHG regarding the overdue rent. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling if tenant is absent from the dwelling for a period of fifteen (15) days from the date of discovery, the rent is not current, and tenant has not notified the CHG in writing of an intended absence, or otherwise as provided in this agreement. Housing Assistance Payments cease the day the unit is discovered to be abandoned. Abandoned property and the eviction process will be initiated in accordance with Maryland state law.

ABILITY TO COMPLY WITH LEASE TERMS

If, during the term of this lease, tenant, by reason of physical or mental impairment, is no longer able to comply with the provisions of this lease, cannot make arrangements for someone to aid him/her in complying with the lease, and the CHG cannot make any reasonable accommodation that would enable tenant to comply with the lease THEN; the CHG will assist the tenant, or designated member(s) of tenant's family, to find more suitable housing and move tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving tenant, the CHG will work with appropriate

agencies to assist the tenant in finding housing independent of terminating the lease. At the time of admission, all tenants must identify the family member(s) (on Form#150 Resident Emergency Notification, along with HUD form 92006, CHG Form#115), to be contacted if they become unable to comply with lease terms.

ABSENCE FROM THE UNIT

An extended absence from the unit is not the same as abandonment of the unit. The tenant must inform CHG management if any household member will be absent from the unit for a period exceeding one calendar week but not to exceed 60 continuous days for personal reasons or 180 continuous days for medical reasons. In cases of extended absences, households may be away from the unit, but are still paying rent. However, the family is eligible for assistance only if the unit is the family's sole residence. CHG will initiate termination of assistance and/or tenancy if the tenant fails to inform management of the absence or if the absence lasts longer than indicated.

ACCIDENTS

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

ALTERATIONS TO YOUR UNIT

The tenant, his employees or agents, **shall not** permit or make any structural alterations, repairs, changes, or redecoration to the interior or exterior of the dwelling unit or cause to be erected any structure or device in, about or upon the leased premises. This also includes the mounting, hanging or otherwise installing any of the following, but is not limited to:

1. Flat screen televisions or other such devices.
2. Using tape, nails, tacks, push pins, screws, brackets, or fasteners on any part of the dwelling unit including walls, ceilings, doors, cabinets, woodwork, or any other surfaces of the leased premises.
3. Radio aerial, television antenna or satellite receiver.
4. Video surveillance, security alarm or other similar devices or equipment including any type of audible alarms on the exterior of the unit or mounted on any surface inside or outside of the unit.
5. Extra towel racks, shelves, etc.
6. No changes to locks, door knobs or install new locks on doors, including chain locks.
7. Install additional equipment such as a washer, dryer, air conditioner or other major appliances where they already exist or do not have the necessary hookups.
8. Installation of strip lighting, rope lights, etc. to ceilings or walls.
9. Interior and exterior doors and door frames are not permitted to have anything taped, screwed, nailed, stapled, or otherwise attached or mounted to them including but not limited to signs, wreaths, decorations, door sweeps, hooks, hangers etc.
10. In any manner deface, damage/destroy floors, walls, ceilings, woodwork, windows, doors, stone, or ironwork of the leased premises.

Tenant shall neither deliberately nor negligently destroy, deface, damage, impair or remove any part of the apartment or premises, or permit or 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 CHG as to any damages which occur and shall reimburse the CHG for such damages. Once damages related to the above are made known or discovered by staff, actions to correct the damage or infraction will be immediately addressed by the Maintenance Department. The tenant will be charged accordingly for the repairs and charges will appear on their monthly rent statement.

ANNUAL RECERTIFICATION

An annual re-examination is required to be completed each year, due by the first of the month that corresponds to your original move-in month. Four months prior to this annual date, you will receive notification to begin the annual re-examination process. You will be notified in advance by a letter from management of the appointment date and time. It is a requirement of subsidized housing that you attend this appointment. Please keep all your important papers, invoices, bills, etc. listed below in a box or

envelope between certification periods.

All Households:

1. All income notifications and receipts and pay stubs from the time you moved in or the last annual recertification. Include verification of salary, pensions, income from work, etc. and any increase since the last recertification.
2. All assets must be verified. Bank statements are required for checking and savings accounts, direct deposits and investment statements will be reviewed also. Any interest accrued and paid out to you from the previous year will be considered on your annual recertification.

Elderly and Disabled Households:

1. 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.
2. 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, if your physician ordered them.
3. All medical insurance premiums you pay must be verified by your last payment receipt.

APPLIANCES

A cooking range and refrigerator is supplied for all units. Other appliances may be supplied depending upon the development. Tenant shall use these appliances in a reasonable and proper manner, as well as maintaining them in good and clean condition, reasonable wear and tear expected. Any cost to repair damages resulting from misuse of appliances, equipment, facilities, or plumbing by tenant shall be borne by tenant.

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. 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 charged for the replacement of refrigerator/freezer seals resulting from improper cleaning.

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 and always remove grease promptly.

Tenant owned washers & dryers suitable for the space provided are permitted at River Bend Court and Banneker Gardens, and are subject to inspection by the CHG. The tenant will be notified of any deficiency found and will be responsible to have the item cleaned or repaired within the amount of time stated. Failure to do so will require the removal of the tenant owned appliance.

Major appliances such as window air conditioners, washers and dryers, may be installed by the tenant at Jane Frazier Village only. Any appliance not reported to the CHG but found later will be automatically charged back to the last inspection of the unit.

The closet doors to the hot water tanks and furnace cannot be blocked or removed. Banneker Gardens tenants are only permitted to have stackable washer/dryer due to space.

BICYCLES (INCLUDING E-BIKES AND E-SCOOTERS)

For purposes of this policy, electric mobility devices include, but are not limited to;

- Electric bicycles (e-bikes)
- Electric scooters
- Hoverboards
- Electric skateboards
- One-wheel devices
- Any personal transportation device powered by a rechargeable lithium-ion battery

Resident Responsibilities

Residents may own and use electric mobility devices provided they comply with the following

requirements:

1. Only manufacturer-approved batteries and chargers may be used.
2. Always follow the manufacturer's instructions.
3. Batteries shall not be modified, rebuilt, refurbished, or repaired by unauthorized persons.
4. Damaged, swollen, leaking, overheated, or recalled batteries shall not be stored or charged on CHG property.
5. Devices shall not obstruct hallways, stairwells, entrances, exits, or accessible routes.
6. Charging cords may not run through hallways, windows, or doors creating trip hazards.
7. **Batteries cannot be disposed of on CHG property, including dumpsters and trash chutes. They must be removed and disposed of at an approved location or program throughout the County.**

Charging Requirements

Residents who charge an electric mobility device shall:

- Charge only inside their dwelling unit and not in a lobby or common area, for fire containment purposes.
- Only charge with the charger/cord it came with and plug chargers directly into a wall outlet.
- Never use extension cords, power strips, or multi-plug adapters.
- Never leave batteries charging unattended or overnight while sleeping.
- Do not keep charging the device or battery after fully charging.
- Only charge one device or battery at a time to prevent circuit overload.
- Immediately discontinue charging if the battery becomes hot, emits an odor, smokes, or shows signs of damage.
- Keep batteries away from combustible materials and heat sources.

Safe charging practices such as using original equipment chargers, avoiding unattended charging, and keeping batteries away from exits and flammable materials are widely recommended because lithium-ion battery fires can develop rapidly.

Storage

Electric mobility devices shall:

- Be stored entirely within the resident's dwelling unit or in another location designated by CHG.
- Not be stored in common hallways, stairwells, laundry rooms, mechanical rooms, community rooms, storage closets, or other common areas.
- Not block emergency exits or fire equipment.

Prohibited Activities

The following are prohibited:

- Charging damaged or recalled batteries.
- Using non-approved replacement batteries or chargers.
- Altering or modifying battery systems.
- Commercial charging or repair of batteries on CHG property.
- Charging multiple batteries simultaneously from a single outlet.
- Operating an e-bike or similar device inside any building.
- Operating a safe speed

Inspections

CHG reserves the right to inspect units in accordance with the lease to verify compliance with this policy and to address conditions that present an immediate health or safety hazard.

Violations

Failure to comply with this policy may result in:

- Written warning;
- Requirement to immediately remove unsafe batteries or devices;
- Lease enforcement action for repeated or serious violations;
- Charges for any damage resulting from misuse or negligence.

Residents may also be responsible for damages caused by fires or other incidents resulting from failure to follow this policy.

Maryland law requires all operators and passengers under the age of 16 riding an e-bike to wear a properly fitted bicycle helmet. Helmet usage is encouraged for all riders, regardless of age. Riders must still obey all traffic laws.

Medical Exception

Nothing in this policy shall prohibit the possession or charging of medically necessary mobility devices required as a reasonable accommodation under applicable fair housing laws. Residents using such devices must follow safe charging practices whenever possible.

CARE OF THE UNIT AND GROUNDS

The tenant is obligated to:

1. Comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of tenant and household.
2. Use reasonable care to keep this dwelling unit in such condition as to ensure proper health and sanitation standards for tenant, household members and neighbors.
3. Refrain from, and to cause members of tenant's occupants, guests, tenant's "family members" and any other persons "related to" or "affiliated with" the tenant to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.
4. Notify the CHG promptly of any need for repairs to the dwelling unit, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the community.
5. Report the need for repairs in a timely manner to minimize any damage that occurs.

CHANGES TO HOUSE RULES

The CHG reserves the right to add, remove, update, or change the terms of the House Rules so long as any addition, removal, update, or change remains in accordance with HUD, State, and local law. If a change to House Rules is found to be necessary by CHG, a written notice must be given to tenants 30 days prior to implementing the change. The change will not be permitted to take place until the 30 days has expired.

CHANGES TO THE HOUSEHOLD

Any additions to the household including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of the CHG. Such approval will be granted only if the new family members pass the CHG's background screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. Live-in Aides require the completion of a rental application, along with a background screening. CHG must approve a Live-in Aide if needed as a reasonable accommodation in accordance with 24 CFR 8 to make the program accessible to and usable by a family member with disabilities. Request for a Live-in Aide can be made through the CHG Department of Property Management Services.Tenant agrees to wait for CHG's approval before allowing additional persons to move into the premises. Failure on the part of tenant to comply with this provision is a serious violation of the material terms of the lease, for which the CHG may terminate the lease. Tenant must report deletions from the household (for any reason) to the CHG in writing, within 10 days of the occurrence.

CHARGES DUE UNDER THE LEASE

In addition to rent, the tenant is responsible for the payment of certain other charges such as late fees, insufficient fund fees, trash removal, court costs, costs related to repair of tenant damages, etc. Charges in addition to rent are due no sooner than two weeks after the tenant receives CHG's written notice of the charge, except on policies where it specifically states payment must be pre-paid.

COMMUNITY SERVICE REQUIREMENT

Every adult in the Public Housing Tenant household is required to perform at least eight (8) hours per month of qualifying community service (as specified by the CHG) unless the requirement is waived due to age, disability, or that an adult is exempt from this requirement because he/she is working, attending an

educational institution, or participating in some other qualified training program. This is a HUD requirement of tenancy within the Public Housing Program.

EMPLOYEE RESPONSIBILITY

Not all Employees of the CHG are 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 CHG are permitted to receive these items during CHG business.

EXTERMINATION SERVICES

Tenants are required to keep living areas always clean to deter pest infestation. Extermination services are provided on a regular basis by a professional exterminating company at no cost to the tenant. The service is performed in all rooms or areas within the units as well as outside areas, basements, trash areas, etc. The tenant is responsible for preparing their unit for the scheduled treatment and all areas must be accessible, unlocked and not restricted or blocked in any manner. All Pets and Service Animals must be crated during this visit as well as a short period following the extermination.

Tenants will be advised of the date that the exterminator will be visiting their unit through the monthly newsletter, which is available for viewing at www.cumberlandhousing.org. 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. **Exterminating service cannot be refused wholly or in part.** Failure to prepare for the extermination as requested by the CHG or to deny entry of the exterminating company will be deemed to be a material breach of this lease.

FENCES

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.

FIRE DAMAGE TO UNITS

If the cause of the fire is determined by the Fire Marshal, or any other investigating party, not to have been caused by the tenant, occupants, guests, tenant's "family members" and any other persons "related to" or "affiliated with" the tenant, the following Rules shall apply:

1. The Lease for the apartment shall terminate as of the date of the fire, unless it is determined by the Fire Marshal or investigating authorities that the apartment is habitable, and then in that event, the Lease shall continue.
2. If the Fire Marshal, or other investigating authorities, determines that the apartment is not habitable, the liability for rent will cease proportionately to the date of the fire.
3. If the Fire Marshal, or other investigating authorities, determine that the apartment is not habitable, the tenant, occupants, guests, tenant's "family members" and any other persons "related to" or "affiliated with" the tenant at the time of the fire shall be required to remove all personal belongings from the damaged unit within twenty-four (24) hours after the fire is extinguished and the unit is released by the Fire Marshal.
4. The tenant will not be liable for the deductible cost to CHG.
5. The tenant will be offered an apartment that CHG may have, or, that may be coming available within the near future. The tenant will not be required to reapply for housing, within the same program.

If the cause of the fire is determined by the Fire Marshal, or any other investigating party, to have been caused by the tenant, occupants, guests, tenant's "family members" and any other persons "related to" or "affiliated with" the tenant, and the unit is declared uninhabitable, the following Rules shall apply:

1. The Lease shall terminate as of the date of the fire.
2. The liability for the rent ceases on payment proportionately to the date of the fire.
3. The tenant, occupants, guests, tenant's "family members" and any other persons "related to" or "affiliated with" the tenant, at the time of the fire shall remove all personal belongings from the apartment within twenty-four (24) hours after the fire is extinguished and the unit is released by the Fire Marshal.
4. The tenant will be liable for the CHG insurance company deductible expense at the time.

5. The previous tenant will be required to apply for housing with CHG, if they desire to remain with our program. The determination for admitting the applicant will be according to CHG's Admission and Occupancy Policy (Public Housing) or Tenant Selection Plan (Section 8 PBRA).

GARBAGE

The tenant is to refrain from, and cause members of tenant's household, occupants, guests, tenant's "family members" and any other persons "related to" or "affiliated with" the tenant to refrain from littering or leaving trash and debris in the rental unit or common areas. The rental unit must be kept in a clean, sanitary, and safe condition always. Garbage, rubbish, and other waste shall be removed from the dwelling unit in a clean and safe manner.

Family Developments - Household trash is to be taken to and placed inside of the dumpsters provided on site. No loose bagged or boxed garbage or trash is to be left outside of the rental unit as this is a serious health violation. Household trash is not permitted to be placed in the common area trash cans which are located on the property. Do not send anyone to put garbage in the dumpster unless they can place it inside. Garbage is NOT to be left on the ground. Any loose litter left on playgrounds or any other common areas by unsupervised children that can be traced to specific apartments will be charged for removal.

Mid-Rise and High-Rise Developments - A trash room with a trash chute is located on each floor of our mid-rise 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, if the property has one, or other designated area. 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.

All Developments – Any garbage bag/box left outside of your unit will be considered trash, regardless of content. The bags/boxes will be removed by staff when noticed, and your account will be charged based on the most recently approved Schedule of Standard Tenant Charges. Any loose garbage or bags left outside of the dumpster that are proven to be from an apartment, will also be charged.

The garbage collection company has established Mondays as the day to remove large furniture items from the development's premises such as couches, tables, chairs, mattresses, etc. **In family developments, tenants are to place these items beside the dumpster not in front of it. For hi-rise properties, tenants should place bulk items in the dumpster area on Sunday nights for Monday pick up. No bulk items should be placed in this area before that time.**

The garbage collection company **WILL NOT** remove the following items from our site: **tires**, electronics, refrigerators, freezers, washers, and dryers; therefore, they are not permitted to be placed on our property for disposal. These items must be disposed of offsite by the tenant. If any of these items must be picked up by maintenance there will be a charge to the tenant.

GROUNDS – All Developments

The CHG Maintenance Department is responsible for the care of all common grounds used by the community. However, keeping up the appearance of the development is a job that you and the CHG share. Tenants are required to clean up litter and other forms of trash after their family members or guests in all common areas such as sidewalks, entrances, porches, yards, parking areas, hallways, laundry facilities, community rooms and other common use areas. If you see trash, remove it and always deposit your trash in an outside waste container. These types of smaller containers are not for household trash. Sidewalks, doors and buildings are not to be written on with sidewalk chalk. Leaf removal, loose gravel, and other yard waste that may be around your apartment should also be cleared to help keep hazards off the property.

All entrances, sidewalks, walkways, hallways, door entries, stairs, parking areas, etc. which are designed for the exclusive use of tenants, are to never be blocked. These areas must also be kept free from

hazards, trash, debris and litter. All yards and walks should be kept free of bicycles, strollers, toys, wheel chairs, furniture, or other similar articles and are to be stored inside of the rental unit. Shopping carts are not permitted on the CHG grounds and are considered stolen property. Tenants in possession of these carts or seen bringing them onto CHG property will be reported to the police department and a lease violation will be issued.

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 that have an exterior front entrance have a small entry porch. The tenant shall not keep **any** items on their front porch except for two outdoor designed chairs so as to not impede access to the unit.

Rear Patio or Assigned Area - (Jane Frazier Village and River Bend Court) – The items permitted to be in this area are limited to: a commercially designed patio table and maximum of six (6) chairs designed and sold as patio or outdoor furniture, no more than one operating bicycle per person residing in the unit, and two (2) medium sized flower pots. These items must be on the designated patio or within the assigned area between the common area walk and the building adjacent to your unit. Any items not in the designated area will be removed by maintenance and discarded. Plastic or other types of storage containers, tarps, etc. are not permitted for use. **No grills are allowed on the property, according to CHG's insurance carrier.**

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.

Storage Unit – The outside storage unit at Jane Frazier Village is to be used for toys, nonflammables, etc. Over time, these units will be removed. Tenants 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, car parts, etc. are not to be stored on the site. Flammable materials are to be stored outside of the unit. Tools and toys of any kind are to be stored in the unit. If these items are found unattended in common areas, yards, etc., they will be disposed of immediately.

The CHG'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. The CHG reserves the right to restrict any items that are outside on your porch, patio and/or designated area. All walks, parking areas, yards, playgrounds, etc. are considered common areas.

HAZARDOUS LIFE, HEALTH, OR SAFETY DWELLING CONDITIONS

The tenant is responsible for taking reasonable precautions to prevent fires and other health and safety conditions. **Explosives, including fireworks, and any flammable fluids or material of any kind shall not be kept in or around the apartment or premises.** This includes, but is not limited to, kerosene space heaters, gas grills, charcoal grills, or any other cooking device with a flame. The tenant shall not commit or permit any act or thing that CHG deems hazardous or that will increase the rate of insurance on said leased premises or the apartment project, including propping doors open to the community, disabling door locks or giving out keys, key cards or key codes to persons who are not on the lease or members of the household, unless written approval is provided by the CHG. Further, the tenant agrees to comply with all obligations imposed upon the tenant by current applicable building, housing, fire, safety, and health codes, from all fines, penalties, or cost for tenant's violations thereof.

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, CHG shall be responsible for repair of the unit

within a reasonable period of time after receiving notice from tenant, provided, if the damage was caused by tenant, occupants, guests, tenant's "family members" and any other persons "related to" or "affiliated with" the tenant, the reasonable cost of the repairs shall be charged to tenant.

The CHG shall offer the tenant a replacement dwelling unit (if one is available) provided the necessary repairs cannot be made within a reasonable time. The CHG is not required to offer tenant a replacement unit if tenant, occupants, guests, tenant's "family members" and any other persons "related to" or "affiliated with" the tenant, caused the hazardous condition. Tenant shall accept any standard replacement unit offered by the CHG.

In the event repairs cannot be made by the CHG, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if tenant rejects alternative accommodations or if the damage was caused by tenant, occupants, guests, tenant's "family members" and any other persons "related to" or "affiliated with" the tenant. If the CHG determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of tenant, and alternative accommodations are refused by tenant, this lease shall be terminated, and any rent paid will be refunded to tenant.

Tenant shall immediately notify the Property Manager of CHG of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that tenant believes he/she is justified in abating rent. Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the CHG, during the time in which the defect remains uncorrected.

HEATING

All thermostats are set to operate in a 65 to 75-degree range regardless of who pays the utility bill. That is considered a properly operating heating system degree range. If the temperature in your rental unit is below 65 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.

If for any reason the tenant is unable to maintain sufficient heat, he/she shall immediately notify the CHG. The tenant shall be charged for all damages resulting from failure to maintain sufficient heat or failure to notify the CHG, except for causes beyond tenant's control. Tenant agrees to maintain sufficient heat to the dwelling unit to prevent freezing of piped water.

Properties where digital thermostats are used – if it is determined that misuse caused the thermostat to malfunction or lock out the user, the cost of the replacement will be the tenant's responsibility.

Note: *Any call received by the CHG 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 68 degrees, the tenant will be charged for the service call. The charge will be for time spent on the service call at the current maintenance overtime rate per hour including travel time per the most recently approved Schedule of Standard Tenant Charges.*

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 is not permitted as it leaves a sticky residue and can remove the finish. Tenants are **not** permitted to have a live Christmas tree anywhere on the CHG property.

No lights or holiday decorations are allowed on the outside of rental units, including full door coverings or battery-operated decorations. Due to health and safety violations, electrical cords are not permitted to be run through the windows and doors at any time. Tenants of buildings with interior halls, elevators, railings, stair towers, etc. are not permitted to place any decorations in or on any of these areas except for the main entrance/lobby and community room areas of the building WITH prior approval of the Property Manager and adhering to all other rules contained herein.

HOUSEHOLD GUESTS

Visitors to all CHG properties and communities are welcome; however, the lease signed by each adult tenant makes that tenant responsible for the conduct of their visitors.

Visitors are expected to abide by all the rules and regulations that tenants are subject to, as well as all laws which govern the State of Maryland and Allegany County. A violation of any such law or regulation is a violation of this policy, and tenants whose guests make such a violation are subject to consequences including lease termination.

Tenant's may have guests or visitors for a period not exceeding fourteen (14) total days each year. Permission may be granted by the Property Manager for an extension of this provision only upon receiving written request by the tenant and approved by the Property Manager. Tenant agrees to inform the CHG in writing, of anyone not listed as a household member staying overnight more than three times during any 30-day period. The tenant is responsible for the conduct of any of their guest(s) at all times, until such time as their guest(s) leave the property. Tenants are not permitted to loan or otherwise provide their access key card or unit key to their guests or visitors under any circumstance.

The CHG reserves the right to request proof of permanent housing address if it is suspected that the guest is an unauthorized household occupant. Such suspicions may arise whenever an adult person(s) is making reoccurring visits or one continuous visit of 14-days and/or nights in a one-year period without prior notification to management. Should the tenant or the person in question not provide the requested information to CHG by the time specified, or should the facts not be evidence enough that domicile is elsewhere outside of the property, the CHG will consider the person to be an unauthorized person in the household and will enforce any lease covenants shown to be broken and/or terminate the lease or require the person to be added to the lease. Any person requesting to be added to the lease will be required to complete a rental application and must pass the background checks as outlined in the tenant selection plan and Admissions and Continued Occupancy Policy (ACOP). Current tenants are not permitted to move into another tenant's apartment without the prior approval of management and completion of the required leasing documents. Individuals on the CHG Barred List are not permitted on the property and therefore not permitted to stay in any apartment.

HOUSEKEEPING STANDARDS

To improve the livability and conditions of the apartments owned and managed by the CHG, uniform standards for tenant housekeeping have been developed for all tenant families.

1. CHG Responsibility: The standards that follow will be applied fairly and uniformly to all tenants. The CHG will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection the CHG will notify tenant in writing if he/she fails to comply with the standards. The CHG will advise tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period, the CHG will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms. Training will be available at no cost to any tenant requesting or needing assistance in complying with the Housekeeping Standards.
2. Tenant Responsibility: Tenant 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 health or safety is a violation of the lease terms and can result in eviction.
3. Cleaning Standards-General Interior:
   A. Walls and Ceilings should be clean, free of dirt, grease, holes, cobwebs, and fingerprints. Walls should be dusted often. Woodwork that is painted may be washed with a solution of mild soap and water. Do not place your furniture tight against walls, as doing so will damage them.
   B. Floors should be clean, clear, dry, and free of hazards.
      1) Vinyl 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.
      2) Carpet is to be vacuumed weekly and periodically cleaned using a carpet scrubber or a professional carpet care cleaning service.
      3) Tenant installation of carpet with adhesive or tack board is strictly prohibited. Area rugs or

rolled out carpet is permitted if it does not contribute to a safety hazard.

4) 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.

C. Windows should be clean with shades or blinds (if installed) intact and operating correctly.
D. Doors and handles should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
E. Heating units should be dusted and access around units uncluttered.
F. Storage areas, closets, etc. should be neat, clean, and free of hazards.
G. Trash should be stored in a covered container and is to be routinely disposed of properly and not left in the unit.

4. Cleaning Standards-Kitchen:
   A. Stove burner pans and the oven are to be cleaned periodically, avoiding build up and to be free of food and grease.
   B. The refrigerator and freezer seals are to be kept clean and should not be torn. Torn gaskets lead to the appliance drawing in air and causing ice buildup and malfunctioning motors. Do not overload the doors so they close properly and do not block the vent in the freezer so that the appliance operates correctly.
   C. Cabinets, closets, and food storage areas should be kept clean and neat. Cabinet surfaces and counter top 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. Heavy pots and pans should not be stored under the sink.
   D. Exhaust Fan should be free of grease and dust.
   E. Sink should be clean, free of grease, food, and garbage. Dirty dishes should be washed and put away in a timely manner.
5. Cleaning Standards-Bathroom:
   A. Toilet should be flushed, kept clean and odor free.
   B. Tub and shower should be clean and free of excessive mildew and mold. Shower curtains should be in place and of adequate length.
   C. Sink and counter top should be clean.
   D. Exhaust fans should be free of dust.
   E. Floor should be clean and dry.
6. Cleaning Standards-Outside the Tenant Unit:
   The following standards apply only when the area noted is for the exclusive use of the tenant:
   A. Yards are considered common areas, and any items in the yards will be removed by the CHG staff and immediately thrown away.
   B. Porches (front and rear), **porch coverings,** steps, and sidewalks should be clean and free of hazards including snow and ice.
   C. Parking lot should be free of abandoned, inoperable and unregistered vehicles. Car repair or washing in the lots is not permitted.
   D. Storage containers (Jane Frazier Only): all items are to be stored inside of the containers. The tops and sides of the containers are not to be used for items. Containers must be kept closed and always padlocked unless in use. All outdoor items, if permitted, are to be maintained in the exterior storage unit if one is supplied.
   E. Food debris and pet food are not to be placed outside the unit for the purpose of feeding birds, cats, dogs, etc. and is strictly prohibited.
   F. No interior type of furniture or other furniture not primarily designed for exterior usage will be permitted outside of the unit.
   G. Remove leaves around porches, cleaning outside of unit doors, and banisters.

INCIDENTAL BUSINESS (PBRA/Multifamily & Public Housing properties)

Incidental businesses are allowed to operate within the units of CHG properties. However, all business conducted on CHG property must be in accordance with the law, and are subject to all other provisions set forth in the lease, such that the health, safety, wellbeing, and peaceful enjoyment of other tenants within the property's vicinity is not disrupted. Failure to conduct business in accordance with these

guidelines is considered a lease violation, and is grounds for lease termination.

1. Income earned from incidental businesses that exceeds $200 per month must be reported to CHG and is counted towards household income when calculating rent. Failure to report this income is a lease violation, and could result in lease termination.
2. Signs advertising your business or services are prohibited from being displayed on any exterior wall, door, yard, porch, or building on any CHG property. Signs are also prohibited from being displayed in unit windows, and in community spaces, except in such cases that CHG has permitted the display of a flyer on approved notice boards on the property. Signs or flyers displayed on the property without express approval will be removed and discarded, and any damage caused by their display will be repaired at the expense of the applicable tenant.
3. Any incidental business should be conducted within reasonable business hours. CHG recognizes that some incidental businesses, such as limited babysitting, must be allowed to be conducted after normal business hours. However, it is unreasonable to conduct disruptive business during sleeping hours.
4. Normal guest and parking rules apply to any visiting customers/clients of incidental businesses conducted within the property. Consequences incurred due to violations of these rules on the part of a tenant's customer/client will be the responsibility of the tenant.

INSPECTIONS

The CHG will inspect each unit at a minimum of one time each year and up to as many times as necessary to check for needed maintenance, tenant housekeeping, safety, pest control and other lease compliance matters. The CHG staff reserves the right to take photographs at any time of the exterior or interior of any unit for the purposes of documenting housekeeping conditions, lease violations, maintenance related items or other purposes connected with the operation and management of the unit and surrounding community. These photographs will remain property of the CHG and may be shared with social service agencies, contractors, law enforcement agencies, for legal purposes or other reasons necessary for the operation of the CHG.

INSURANCE FOR PERSONAL PROPERTY

Rental Insurance may be obtained through any insurance agent and is used to protect you from loss not covered by the CHG. This insurance is not required but the CHG strongly recommends that each household purchase this inexpensive protection for their personal property. In the event of a building fire, flood, break in, theft, roof leak, sprinkler system activation, water or sewer overflows, vandalism or any other number of accidents or catastrophes, the buildings are insured by the CHG but not your personal property. Whether caused by the CHG, you or by another tenant or guest, **any damage incurred to your personal belongings is your sole responsibility not the CHG.**

INTERCOM & DOOR LOCK SYSTEMS

CHG mid-rise and high-rise buildings are equipped with an intercom system which communicates between the tenant's apartment and the front door. Some systems will also unlock These systems combined with doors that are always locked contribute to the safety of all tenants. Tenants are only to allow entry to their personal guests whom they can verify and wish to allow entry. DO NOT allow entry for anyone you do not know or wants to visit any other tenant, or give your key card out to anyone, allowing entry into the building.

ISSUANCE OF UNIT/BUILDING ENTRY DEVICES

A maximum of one unit door key and one building access key card (if applicable) will be issued to each adult resident of the unit (18 and over). Parents of children between the ages of 8 – 18 must submit CHG Form# 188 Keys, Key Card and Lock Request Form from a staffed office explaining their need for an additional apartment key for their child. The request will be coordinated by the Property Manager and reviewed by the Director of Property Management for approval or disapproval. Keys and building access key card (if applicable) will not be issued to children under the age of 8 for any reason.

One key to your mailbox will be issued and if needed, one (1) access card per household for the River Bend Court Laundry Room. If you should damage or lose your door entry key and/or building access card,

a charge in accordance with the most recently approved Schedule of Standard Tenant Charges will be due before the key is made and by completing CHG Form #188.

LAUNDRY

Clotheslines, or any homemade type of line, shall not be erected or used at any time. Laundry or other articles shall not be hung for any purpose from the outside of the tenant's apartment including, but not limited to, fences, balconies, patios, and other exterior areas of the tenant's apartment.

Each rental unit at Jane Frazier Village, River Bend Court and Banneker Gardens have hook ups for tenant supplied washer and dryers with the following requirements:

1. Only one washer and one dryer are 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.
2. Your washer and dryer must be located adjacent to the equipment utility connections. No other location will be approved or allowed by the CHG.
3. Notify the Maintenance Department at 301-724-2055, if you need any assistance in the hook up of your washer or dryer. Please allow up to 30 days for maintenance installation. There will be no charge to the tenant for this hook up services.
4. The dryer must be always vented to the outside and the lint filter routinely cleaned. No indoor water system for dryers is permitted. Dryer vents must be constructed from rigid metal, semi-rigid metal or labeled aluminum ductwork. No other type of material is permitted.

For developments where washer and dryer usage has not been included in the Utility Allowance calculation, a monthly charge for the additional utility consumption will be assessed and included in the resident's monthly account charges. Washers and dryers will not be allowed inside of the mid-rise and high-rise building units. Washers and dryers will only be permitted in development units where the proper laundry hook ups are installed.

Coin or credit card operated laundry facilities are provided on the ground floor at each mid-rise and high-rise building and in the community building at River Bend Court. These facilities are for tenant use only and available on a first come, first serve basis. Please obey the posted laundry facility rules.

LIVE-IN AIDES

A Live-in Aide is defined as a person who resides with one or more elderly, near-elderly, or disabled persons and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services.

Live-in Aides are welcome in CHG properties, with proper approval and screening. CHG must approve a Live-in Aide if needed as a reasonable accommodation in accordance with 24 CFR 8 to make the program accessible to and usable by a family member with disabilities. Request for a Live-in Aide can be made through the CHG Department of Property Management Services.

A Live-in Aide is a household member, not a family member, and the income of the Live-in Aide is not considered when calculating family income. For more information on Live-in Aides, please review our Live-in Aide Policy.

LOCKOUT SERVICE

Do not forget your key and/or building access card when you leave your unit. If you lock yourself out and a CHG employee must unlock your door, the tenant's account will be charged according to the most recently approved Schedule of Standard Tenant Charges. Tenants will not hold the CHG liable for the extended time the tenant is locked out of the unit. **CHG staff will also not unlock an apartment door without the tenant present**. The tenant is not allowed to lend their key or key card to anyone and only household members are allowed to use. **REMEMBER - Have your key and access card with you at all times.**

MAINTENANCE REPAIR COSTS

Maintenance involving normal wear and tear type of work items will be performed at no charge. The

tenant is responsible for paying the cost for the repair of damages to the dwelling unit, project buildings, facilities, common areas or grounds beyond normal wear and tear, caused by the tenant, occupants, guests, family members, and any other persons related to or "affiliated with" the tenant; including someone breaking or entering your unit and police/EMS damage. Charges will be based on the actual cost to the CHG for the labor and materials needed to complete the work listed on Schedule of Standard Tenant Charges. If overtime work is required, overtime rates shall be charged.

MAINTENANCE REQUESTS – "EMERGENCY"

If a need for assistance from the Maintenance Department arises which involves hazards to life, health, or property as listed below, immediately call the Maintenance Department at **301-724-2055. The list of items that the CHG Considers Emergency Maintenance Requests includes**:

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

Emergency repairs will normally be made within 24 hours.

After normal business hours, the telephone number is answered by a third-party 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 one of the items listed above. If your call is not in the above guidelines, do not expect a return call from Maintenance, as the third-party answering service does not call the assigned overtime person for things not included in the list. **DO NOT CALL** during non-work hours for something that could wait until regular hours, as charges may apply and maintenance will not respond.

MAINTENANCE REQUESTS – "NON-EMERGENCY"

If the need for assistance from the Maintenance Department arises which does not involve those items listed above, call the Maintenance Department during normal working hours Monday thru Friday 7:00 a.m. to 4:00 p.m. at **301-724-2055.** Please request service promptly as an early repair job often saves a lot of trouble and expense.

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.

MOVING IN AND OUT

The CHG and tenant or their representative shall inspect the dwelling unit prior to occupancy by the tenant. The CHG representative will complete a Move-In Inspection form which will document the interior and exterior condition of the unit. The report will be signed by the CHG representative and the tenant or representative with the original copy retained in tenant's folder and the copy provided to the tenant at the time of inspection. Any deficiencies noted on the inspection report, if feasible, will be corrected by the CHG, at no charge to tenant.

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.

Several developments have building access systems which will sound an onsite alarm when doors remain open for an extended period. Please notify the Maintenance Department at least 24 hours in advance whenever you expect to be moving items in or out which will result in the doors being held open.

All damage to the leased rental unit, building or common areas caused by moving the property of the tenant will be the tenant's responsibility. All breakage or other damage done by the tenant or his agents, employees, guest or invites will be the tenant's responsibility. Any damage caused by the overflow or escape of water, gas, steam, electricity, or other substance due to the negligence, 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. Moving trucks, pickups, trailers, and other vehicles are not permitted on any part of the property except designated parking lots and streets to aid in moving in or out. Any damage done to sidewalks, grass or other areas will be the tenant's responsibility.

The tenant is encouraged to request a move-out inspection with their Property Manager prior to vacating the premises or turning in the keys to their unit. A move-out inspection could prevent charges from being incurred against the security deposit, provided that the tenant completes all items noted on the list. In order to provide a thorough inspection, all furniture and belongings must be removed from the unit prior to the request. Tenant should also leave ample time to complete any items prior to surrendering the unit's keys. In order to schedule a timely inspection, a 48-hour advanced request is recommended. Tenant and/or representative should be present during the move-out inspections so that there is no confusion on what is required, unless tenant vacates without notice. The CHG will inspect the unit and advise of any items that will be a charge for the tenant, for which tenant is responsible.

NEIGHBORS

Quiet time is 10:00 p.m. to 8:00 a.m. each day. Being considerate of your neighbors is a must. Playing loud tv and/or music is considered a disturbance, even if it is during non-quiet time. If you live above or below another family, try to adjust your home life to cause as little annoyance as possible to your neighbors. 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 the CHG in writing and signed by the complaining party for any formal action to be taken. All such complaints will be reviewed by the CHG and a response, if necessary, will be given in a timely manner. The CHG will document in the tenant file all complaints not placed in writing or in the Security Reports at the time the complaint is received.

NEWSLETTER

The monthly newsletter is distributed by email to registered RentCafe residents at the beginning of the month. The newsletter will contain notices of importance including exterminator schedules, unit inspection schedules, and events being sponsored by the CHG or the Tenant Organizations. The current newsletter is always available on the CHG web site at www.cumberlandhousing.org under the Newsletter tab.

NOTICES

Written notices related to important general subjects, revisions to rules and regulations, bulletins and flyers pertaining to various activities, etc. are distributed periodically to each rental unit, posted on the Cumberland Housing Group website and Facebook page and/or are posted in the community rooms or common areas at the development. Please read and understand fully all postings, as they affect your status as a tenant of the CHG.

Any notice which directly relates to a tenant's residency must be provided in writing, delivered to the tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to tenant. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned. If the tenant is visually impaired, all notices must be in an accessible format.

PAINT, WALL COVERINGS, DECALS

The tenant shall not perform or permit the painting, application of wallpaper, contact paper, borders, stickers, vinyl, appliqués, decals, paneling, etc., to any portion of the leased premises. If the tenant applies any of this to the dwelling the tenant shall be responsible for charges incurred to immediately restore the unit surfaces back to the original condition when the unit was first leased by the tenant.

PARKING

Parking on property owned and managed by the CHG is a privilege subject to the requirements of this policy. This policy will be enforced by the employees of the CHG. When parking or driving through a development, please show courtesy to your neighbors. Do not block cars in the lots for any reason. Since there are many children in the developments, please observe and obey all speed limit signs.

Vehicle Registration

1. Except as otherwise provided by this policy, only registered vehicles are authorized to park on property owned by the CHG.
2. Tenants shall be limited in the number of vehicles they can register for their rental unit based upon the development where they rent, as follows:
3. Tenants at all properties must register all vehicles with the office with their property manager. Vehicle registration is conducted at the development site office or the main office of the CHG, located at 635 East First Street.

Tenant Parking

1. The CHG has provided unassigned parking spaces which shall be used only by registered vehicles on a first come, no reservation basis. Cars shall be parked only in designated spaces.
2. Boats, campers, trailers, buses, trucks (larger than pickup trucks) and commercial vehicles are not to be parked, kept, or stored on the premises without the prior written approval of the Cumberland Housing Group.
3. Motorcycles, Mopeds and Scooters must be parked and stored in a parking space and **NOT** in the unit or in the yard.

Handicapped Parking

All vehicles utilizing handicapped spaces must display a state-issued permanent license plate or state-issued parking placard designating it as authorized to park in a handicapped space. If this requirement is not met, the vehicle may be towed. Having a handicapped designation does not exempt the vehicle from the other requirements of this policy.

Parking on City Streets – Jane Frazier Village

The Cumberland Police Department enforces tenant parking on Memorial Avenue, Somerville Avenue, and other city streets bordering our properties as it relates to local and state laws. Second Street between Memorial Avenue and Somerville Avenue is owned and regulated by the CHG, not the City of Cumberland.

Citations

Citations may be issued by the CHG for violation of any of the following:

1. Performance of any form of automotive repair or the washing of any vehicle in parking spaces provided by the CHG. Automotive repairs include but are not limited to: oil changes; brake work; engine repairs; exhaust repairs; body work; etc.
2. Vehicles that are found to be leaking fluids of any kind, must be repaired immediately, or the vehicle should be removed from the premises. The tenant will be responsible to clean the area of any leak or pay for its cleaning.
3. Violation of any of the requirements of this policy, the CHG Lease, and any applicable motor vehicle laws.

Towing of Vehicles

1. The following violations will result in the vehicle being **immediately** towed:
   A. Parking in Fire Lanes.
   B. Parking or blocking any portion of the sidewalk access ramp for disabled individuals.
   C. Blocking the garbage and recycling dumpsters.
   D. Unauthorized use of a designated handicapped space by a vehicle not displaying State issued disabled license plates or issued parking placard.
   E. Parking in a No Parking area or area not marked or designated as permitting parking.
   F. Vehicle sitting on jacks or with one or more tires not on the ground.
   G. Unregistered vehicles found on the CHG property that are banned from parking on the CHG property pursuant to this policy.
2. The following violations **must be corrected** and/or vehicle removed **within 24 hours** of being notified of the violation or the vehicle will be towed:
   A. Abandoned vehicles.
   B. Vehicles displaying expired or otherwise illegal state-issued tags (license plates, inspection stickers, etc.).
   C. Disabled and/or inoperable vehicles.

D. Vehicles parked in a reserved area.
E. Double-parked vehicles.
F. Vehicles leaking fluids (area must be cleaned up by tenant).
G. Vehicles with one or more flat tires.
H. Unregistered vehicles parked on CHG property.

3. Once the towing company has arrived on site, the CHG is no longer authorized to cancel the tow. If you show up at your vehicle to move it, the tenant or visitor will then need to comply with the towing company's policies. The towing company shall also remove any parts or equipment (body or engine parts, jacks, tools, etc.) directly connected to the vehicle to be towed. In all cases, the tenant or visitor will be responsible for all towing and storage costs.

PETS

Pets are not permitted at River Bend Court, JFK Apartments or Willow Valley. Pets are permitted at other developments but have varying requirements. Pets must meet all requirements of the CHG Pet Policy before being brought onto the property and are subject to the policy during their presence on the property. If you would like more information, contact your Property Manager.

PICTURES AND FIXTURES

All items you wish to hang in your apartment **MUST BE HUNG BY OUR MAINTENANCE DEPARTMENT**. If it is discovered that you have hung your own items instead of having Maintenance do so, charges will be assessed for any damages. You may call in a Work Order Request to have our Maintenance staff hang your desired items using no damage type of devices, at no cost to you. There is a limit of how many items can be mounted per room/rental unit.

Covering mechanical equipment such as electrical panels, thermostats, sprinkler heads, standpipe valves, control devices, etc. with anything is not permitted. Nothing can be hung or mounted on interior/exterior of the doors or windows as this prevents proper operation of the door and windows.

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, or slow draining and clogged fixtures to avoid excess costs and damages.

Basic drain maintenance for sinks, toilets, and other plumbing fixtures begins with avoiding the disposal of inappropriate items in the drains. Do not drop or place paper towels, newspapers, rags, balls, fish tank gravel, dirt, fats, oils, grease or any other objects into fixtures as they will clog the drain. Fats, oils, or grease can be disposed of by first allowing the substance to cool, then transferring it to a container with a lid and disposing in the garbage. Do not throw cooking oil/grease into the grass areas around the buildings. This will invite unwanted rodents into apartments and kill the grass.

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 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 as it will clog up the drainpipe. Never use abrasive cleaners to clean fiberglass tubs or upper surrounds as it will cause permanent damage to the finish.

Clean toilet bowl regularly with toilet bowl cleaner and a toilet brush. The only items that should go down the toilet drain are toilet paper and bodily waste. Do not flush feminine products, wipes (even those advertised as "flushable"), paper towels, tissues, diapers, or any other trash. These items should be disposed of in the garbage. The sewer systems at our developments and the City of Cumberland/Allegany County are not designed to handle these items. Flushing these items could cause the toilet to clog or overflow, and/or cause major plumbing or flooding damage. Damages caused by flushing improper items will be charged to the tenant. Flush frequently so that there is no buildup of toilet paper. Two ply toilet paper can lead to clogging. It is also suggested that tenants purchase a sturdy plunger to keep on hand, as most clogs can be taken care of by using a plunger and will avoid maintenance charges. 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.

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 due to tenant negligence, the minimum charge is one (1) hour at the overtime rate. Your cooperation is appreciated in avoiding the need for unclogging a drain.

RECREATIONAL AREAS

Tenant and invited guests will be allowed to use the designated recreational facilities located on their development premises at their own risk and sole responsibility. These areas are prohibited for children under 12 years of age unless under the supervision of a responsible adult. All facilities close at dark and tenants, children and guests are not permitted to occupy these areas after dark. The CHG 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. Bicycles or similar toys are prohibited from being ridden on the lawn. Any trash brought to the playground from drink or food containers must be removed and disposed of properly. Trash cans are provided at each site. Personal property may be removed and placed in the dumpster if left unattended.

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 caused by a child to a vehicle or to the property of the Cumberland Housing Group (CHG), another tenant, or a guest shall be the responsibility of the tenant whose household the child is a member.

The CHG's insurance carrier does not permit tenants to have any type of privately owned playground equipment on our property. Definition of playground equipment includes but is not limited to; 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, badminton nets, basketball hoops, etc., or any other related items which can be found in a park or on a playground.

RECYCLING PROGRAM

The CHG participates in the county Recycling Program which may vary by development based upon need and the Recycling Contractor requirements. Containers for recycling items are clearly marked as to what type of recycling product goes in the container and are located at the community's dumpster containment areas. Tenants are strongly encouraged to participate in the recycling efforts.

1. Mixed Paper Recycling - Newspapers, magazines, catalogs, junk mail, office paper and phone books. **Items NOT accepted for recycling:** Hard covered books, brightly colored or very dark paper, paper plates, tissues and paper towels are not accepted.
2. Cardboard Recycling – cardboard boxes and cardboard packing. All Cardboard must be broken down before placing in container. **Items NOT accepted for recycling: pizza boxes**.
3. Co-mingled Recycling
   Plastic containers, glass containers, aluminum, and metal cans. Plastic containers must be larger than 2" X 2" and no larger than 2 gallons.

RENTAL PAYMENT

Your rent is based on 30% of your income, and you are required to pay your rent on time every month. Tenant Ledger balances are available electronically by accessing the RentCafe online portal, on or before the last day of the month for rent and other charges due, the following month. Rent and other charge balances must be paid in full, unless adjusted by the CHG.

Rent and other charges can be paid using the following methods and locations:

1. Using a new online software option known as Rent Café available by contacting your Property Manager or main office to gain access. RentCafe has the ability to use credit, debit and ACH transaction payment types.
2. Using the secure drop box located next to our Main Office entrance located at 635 E. First St., Cumberland, MD 21502 or at those developments with a designated secure drop box.
3. Sent by first class mail to the Cumberland Housing Group at the East First Street address.

Note: *If you need assistance or have questions on how to make your payments, contact your Property Manager. The CHG will not accept cash at any offices or by mail. All payments must be in the form of a*

personal check, cashier's check, or money order with the head of household/lease name clearly shown.

Payments for Public Housing Developments (Jane Frazier Village, Queen City Tower, Banneker Gardens, Willow Valley, Grande View) are to be made out to the Housing Authority of the City of Cumberland or simply HACC. After the seventh (7th) day of the month, rent is considered late, and a late penalty in the amount of five percent (5%) of the unpaid rent is assessed.

Payments for Section 8 PBRA/Multifamily Housing Developments (River Bend Court, JFK Apartments) are to be made out to the name of their development. If the tenant does not pay the full amount of the rent shown in the current lease by the end of the 5th day of the month, the owner/agent will consider the rent late, and a late penalty in the amount of five percent (5%) of the unpaid rent is charged on the 6th day of the month.

If tenant fails to make the rent payment before the day of the month indicated above, a Notice of Non-Payment of Rent is delivered to the tenant on the following day which advises the tenant that their Lease will be terminated thirty (30) days from the date of the Notice. After this thirty (30) day period, a Notice of Intent to File a Complaint for Summary Ejectment (Failure to Pay Rent) will be hand delivered to the tenant or placed on their door if the tenant does not answer. Ten (10) days from the date of the Notice of Intent, CHG will file in the District Court of Allegany County, Maryland, an action for Non-Payment of Rent (also known as a Rent Suit) and CHG will seek a judgement for Possession of the unit. During any twelve (12) month period, if the tenant has three (3) Judgments of Possession entered against the tenant, the CHG, as part of the fourth (4th) action for Non-Payment of Rent filed during the same twelve (12) month period, will request the Foreclosure of the Right of Redemption.

RESTRICTED AREAS

Tenants, children, or visitors are not permitted on the CHG Central Office property 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 CHG 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 roofs; dumpsters; or walls around the dumpsters. Tenants, children, or visitors are not permitted to play or loiter around dumpsters, site offices, or mailbox areas.

RETURNED CHECK OR ACH

The CHG will charge the tenant an amount as posted on the most recently approved Schedule of Standard Tenant Charges for any personal checks or ACH returned for non-sufficient funds or other reason (a closed checking account, stop payment order, etc.). If a check is not honored by the payment due date, the rent will be considered unpaid and late charges shall apply. The CHG will provide written notice to the tenant of the amount of handling charge owed and such charge shall be due within five (5) days after the date of the written notice. If more than two (2) personal checks or ACH's have been returned at any time during the tenancy, no further personal checks or ACH's will be accepted. Money orders or cashier's checks will be the only form of payment accepted after that point.

SAFETY PRECAUTIONS

We all know that unforeseen things happen. Burglary, vandalism, and disturbances of the peace are situations for the police to handle. fire and medical emergencies are for the fire department to handle. Call 911 for these emergencies.

DO NOT DELAY IN SPOTTING YOUR NEAREST FIRE ALARM PULL STATION 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.

JFK Apartments now has a red phone in the lobby that is for emergency personnel only. Any tampering with this device is an automatic notice to vacate. Any misuse for the 911 buttons on any floor is also an automatic notice to vacate. Emergency Services may also press charges for misuse.

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, call the 911 center by placing the call outside of your apartment to avoid any electrical spark from your device. Leaking gas can cause serious explosions.

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 states that they must be stored outside the unit.

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

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

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.

Tenants 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.

SECURITY

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.

SMOKE and CO2 DETECTORS

HUD requires that a smoke and CO2 detector be installed on each living level and bedrooms in all units. The CHG provides and installs detectors on each living level within all dwelling units. Tenant is prohibited from tampering with or disconnecting the detectors or any other safety equipment. If any CHG employee or HUD inspector finds a detector that was made inoperable by a tenant, a member of the household or a guest within the tenant's unit, the tenant will be charged an amount as posted on the most recently approved Schedule of Standard Tenant Charges per device for each occurrence. Tenant will also receive a Notice to Vacate. Tenant will be charged accordingly for the repairs and charges will appear on their monthly rent statement.

SMOKE FREE HOUSING

Smoking is not a legal right and smoke-free policies do not infringe on the legal rights of individuals. Smokers are not a protected class under any state or federal law. The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigarette, pipe, cigar, water pipe tobacco (hookah), other tobacco product, marijuana, or similar lighted product in any manner or in any form. This also includes electronic cigarettes, Vape Pens, vaping, which is defined as any electronic device that provides a vapor of nicotine and/or other substances to the user as she or he simulates smoking. The term smoking shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

In accordance with HUD regulations, all CHG properties are designated as Smoke Free and therefore applies to all tenants, guests, visitors, service personnel and employees. Smoking is prohibited in all interior areas, including but not limited to community rooms, bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, elevators, and within all designated living units. Smoking is prohibited in outdoor areas other than the designated smoking area, including but not limited to entryways, porches, sidewalks, parking areas, playgrounds, and patios.

Tenant rental subsidies at all properties of the Cumberland Housing Group are funded by the Federal Government, which has not legalized the use of marijuana in any amount and DOES NOT approve the use on any of our properties, including smoking in designated areas. **This includes prescribed medical**

marijuana. Failure to comply is grounds for termination of the tenant lease and any rent subsidy the tenant is receiving.

Certain developments may have a designated smoking area which is defined as an outdoor area of the development property or grounds designated by the CHG as a place for smoking. The designated smoking area will be marked by proper signage and must be located a minimum of 25 feet from any building or tenant gathering area. Tenants must be twenty-five (25) feet off the property at all times while smoking.

SNOW AND ICE

Tenants of Jane Frazier Village, River Bend Court & 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. Tenants 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 products with calcium, salt, or other chemicals on your walks as they damage the concrete, grass, and plants. Use products that state they will not harm walks or grass. Cat litter and sand work well.

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

STAFF SOLICITATION

Tenants are asked not to request items or favors from CHG staff or contractors, including but not limited to drinks, cigarettes, food, transportation, money, or other personal assistance. CHG staff and contractors are not permitted to provide these items or services to tenants.

SWIMMING POOLS

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

TENANT PROCEDURAL RIGHTS

Grievance Process – Multifamily/PBRA

In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD is incorporating tenant procedural rights to comply with the requirements of section 6 of the Act. RAD will require that:

1. Tenants be provided with a notice of the specific grounds of the Project Owner's proposed adverse action, as well as their right to request an informal hearing/settlement conference with the Project Owner staff.
2. Tenants are required to request the informal hearing/settlement conference within fourteen (14) calendar days after receipt of the notice.
3. The Project Owner staff will schedule the informal hearing/settlement conference within fourteen (14) calendar days after receipt of the tenant's request with an impartial member of the Project Owner's staff.
4. Tenants will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the Project Owner as the basis for the adverse action. With reasonable notice to the Project Owner, prior to the hearing and at the tenants own cost, tenant may copy any documents or records related to the proposed adverse action at expense of tenant.
5. Project Owners will provide the tenant with a written decision within five (5) calendar days after the informal hearing/settlement conference stating the grounds for the adverse action, and the evidence that the Project Owner relied on as a basis for the adverse action.
6. The Project Owner will be bound by decisions from these hearings, except if the:
   A) Hearing concerns, a matter that exceeds the authority of the impartial party conducting the hearing.

B) Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

7. If the Project Owner determines that it is not bound by a hearing decision, management must promptly notify the tenant of this determination, and of the reasons for the determination.

Grievance Process – Public Housing

Public Housing applicants and tenants, who dispute any Cumberland Housing Group, hereafter referred to as CHG, action or failure to act in accordance with the individual tenant's lease or CHG regulations, which adversely affect the individual tenant's rights, duties, welfare, or status have the right to an administrative review by filing a grievance.

Any grievance shall be personally presented, either orally or in writing, to the HACC's central office or the management office of the development in which the complainant resides **within ten *calendar* days after the grievable event** so that the grievance may be discussed informally and possibly settled without a hearing.

The Public Housing Program at the CHG maintains a separate Grievance Procedure Policy which sets forth the requirements, standards and criteria of a Grievance Procedure which is provided to assure a tenant of the Public Housing Program is afforded an opportunity for a review and/or hearing. This complete policy is provided on our website at www.cumberlandhousing.org, in all site offices and available upon request.

TENANT'S HOUSEHOLD OBLIGATIONS

To use the dwelling unit solely as a private dwelling for tenant and tenant's household (including foster children and Live-in Aide(s)) as identified in the lease and attachments, and not to use or permit its use for any other purpose.

1. To abide by necessary and reasonable regulations published by the CHG for the benefit and well-being of the housing project and tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in the Lease. Violation of such regulations constitutes a violation of the Lease.
2. To avoid acting in any way that could be considered disturbing, inappropriate, objectionable, or a nuisance by neighbors. To make sure that all family members, and any persons related to or "affiliated with" the tenant also avoid acting in any such way. The tenant is responsible for the behavior of his/her guests throughout the property from entrance to exit. The tenant is expected to uphold the CHG's standards of maintaining a decent, safe, and sanitary environment at all housing developments.
3. To assure that the tenant, occupants, guests, tenant's "family members" and any other persons "related to" or "affiliated with" the tenant, shall not engage in:
   A. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the CHG 's multi-family/public housing premises by other tenants or employees of the CHG.
   B. Any drug-related criminal activity or possession of paraphernalia on or off the premises shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, 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 Substances Act).
   C. CHG will evict any person who CHG determines is illegally using or in possession of a controlled substance, or whose illegal use or possession of a controlled substance is determined by CHG to interfere with the rights of other tenants. The use of Medical Marijuana is prohibited by Federal Law and therefore is prohibited on this federally subsidized housing property including your unit.
   D. Alcohol abuse is grounds for termination of tenancy if CHG determines that such abuse interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
4. To act in a cooperative manner with neighbors and CHG Staff. To refrain from and cause members of tenant's household occupants, guests, tenant's "family members" and any other persons "related to" or "affiliated with" the tenant to refrain from acting or speaking in an abusive or

threatening manner toward neighbors and CHG staff. Abusive or violent behavior towards CHG staff includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. Threatening refers to oral or written threats or physical gestures that communicated intent to abuse or commit violence. Actual abusive or violent behavior will always be cause for termination.

5. Not to display, use, or possess or allow member of tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other offensive and illegal weapons as defined by the laws and courts of the State of Maryland anywhere in the unit or elsewhere on the property of the CHG.
6. To avoid obstructing sidewalks, areaways, passages, hallways, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
7. Signs, advertisement, notices, or other lettering shall not be exhibited by any tenant either inside or outside the leased premises without the prior written consent of the CHG.
8. To refrain from, and cause members of tenant's household to refrain from, keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit or on the grounds of any CHG development except in accordance with the CHG's Pet and/or Assistance Animal Policy.
9. Not to commit any fraud or otherwise violate any regulation or provision in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.

TERMINATION NOTICE

1. The notice of termination to tenant shall state specific reasons for the termination, shall inform tenant of his/her right to make such reply as he/she may wish, and of tenant's right to examine CHG documents directly relevant to the termination or eviction.
2. When the CHG is required to offer tenant the opportunity for a grievance hearing, the notice shall also inform tenant of the right to request such a hearing in accordance with the CHG's grievance procedures.
3. Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against tenant, and tenant may be required to pay the costs of court and attorney's fees.
4. When the CHG is required to offer tenant the opportunity for a grievance hearing concerning the lease termination under the CHG's grievance procedures, the tenant shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
5. When the CHG is not required to offer tenant the opportunity for a hearing under the grievance procedure and the CHG has decided to exclude such grievance from the CHG grievance procedure, the notice of lease termination shall:
   A. State that tenant is not entitled to a grievance hearing on the termination.
   B. Specify the judicial eviction procedure to be used by the CHG for eviction and state 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.
   C. State whether the eviction is for a criminal activity that threatens health or safety of tenants, staff or for drug-related criminal activity.
6. The CHG may evict tenant from the unit only by bringing a court action.

Multifamily Program Termination Notification

HUD is incorporating additional termination notification requirements to comply with Section 6 of the Act for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 CFR § 880.607 and the Multifamily HUD Model Lease.

A. **Termination of Tenancy and Assistance**. The termination procedure for RAD conversions to PBRA will additionally require that the Project Owners provide adequate written notice of termination of the lease which shall not be less than:
   1) A reasonable period, but not to exceed 30 days:

- If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
- In the event of any drug-related or violent criminal activity or any felony conviction; or

2) Not less than 14 days in the case of nonpayment of rent; and
3) Not less than 30 days in any other case, except that if a State or local law provides for a shorter period, such shorter period shall apply.

B. **Termination of Assistance**. In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.

In deciding to evict for criminal activity, the CHG shall have discretion to consider (or not to consider) all the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the prescribed activity and on the family's neighbors. In appropriate cases, the CHG may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prescribed activity will neither reside in nor visit the unit. The CHG may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

When the CHG evicts a tenant from a dwelling unit for criminal activity, the CHG shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and the former tenants will have no reason to return to the property.

The tenant agrees to remove from the household for the duration of the lease period any household member, guest, or invitee that the CHG has barred from the property whether by simple notification to the tenant, trespass warrant or court order.

If a unit is occupied by only one tenant who becomes deceased, the unit entry lock(s) will be changed by the Maintenance Department. Once the personal representative of the estate comes forward with proper documentation to provide proof of their appointment, the original lock(s) will be replaced. The tenant's Personal Representative or the individual designated on CHG Form #150 will have 30 days from the date of notification in which to remove the tenant's belongings, clean the unit and return the keys to the Property Manager. If the belongings are not removed within 30 days, the Property Manager and another CHG employee shall enter the unit and dispose of the property and clean the unit at the expense of the tenant's estate.

TERMINATION OF THE LEASE

The Lease may be terminated for violations of the terms of the Lease, such as failure to make payments due under the lease or to fulfill tenant obligations set forth in the designated attachments, or for other good cause. Such violation shall **include but not be limited to:**

1. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges by the due date. Four such late payments within a 12-month period shall constitute a repeated late payment.
2. Failure to pay utility bills when tenant is responsible for paying such bills directly to the supplier of utilities.
3. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site.
4. Any fire on CHG premises caused by carelessness.
5. Determination that a family member has knowingly permitted an ineligible citizen or non-citizen, not listed on the lease to permanently reside in their housing unit.
6. Determination or discovery that a tenant is a registered sex offender.
7. Any other good cause.

TERMINATION 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 CHG office after you have vacated. **DO NOT** turn your keys & access cards into maintenance personnel.

TREES AND SHRUBBERY

Shrubbery is planted and maintained in each development for the enjoyment of tenants and to add pleasant curb appeal. You can help keep your rental community looking nice by not allowing vandalism and damage to occur. Explain to your children how important it is not to cut the bark, swing on the branches or leap off the branches of trees. Most children do not realize that trees will die from this kind of treatment. No flowers or shrubbery may be planted by the tenant without the PRIOR written consent and inspection by the Director of Maintenance Services.

UNIT ENTRY

The CHG shall give the Tenant at least 48 hours written notice that CHG or their representatives, contractors, etc. intends to enter the unit. Exterminators must enter the unit and is performed monthly. The schedule is listed in monthly newsletter. The CHG may enter only at reasonable times. The CHG may enter a Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the CHG shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit. The Maintenance Department will not make any repairs in any unit where a child is the only resident in the apartment, unless it is an emergency situation.

UTILITIES

Those utilities which are supplied by the CHG are identified in the Lease Agreement. The CHG will not be liable for the failure to supply utility service for any cause beyond its control.

If a tenant resides in a development where the CHG does not supply electricity, natural gas, or trash collection, a Utility Allowance shall be established, appropriate for the size and type of dwelling unit, for utilities that the tenant pays directly to the utility supplier. The Total Tenant Payment (the amount a tenant is expected to contribute for rent and utilities) less the Utility Allowance equals the tenant rent that shall be paid monthly. If the Utility Allowance exceeds the Total Tenant Payment, the CHG will pay a Utility Reimbursement to the tenant each month. The CHG may change the Utility Allowance at any time during the term of the lease, and shall give the tenant sixty (60)-day written notice of the revised Utility Allowance along with any changes in tenant rent or utility reimbursement. If tenant’s actual utility bill exceeds the Utility Allowance, the tenant shall be responsible for paying the actual bill to the supplier. If tenant’s actual bill is LESS than the Utility Allowance, the tenant shall receive the benefit of such savings. Failure to maintain utility service is grounds for immediate eviction due to the safety and welfare of the developments and tenants.

Tenant supplied utilities must be established in the tenant’s name prior to moving in. The tenant is to promptly pay any utility bills for utilities supplied to the tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities. CHG is not responsible for paying tenant utility bills. Any amounts billed to CHG when a tenant has failed to establish utilities in his/her name will be charged to the tenant on their tenant ledger, and tenant will be mandated to establish utilities in their name immediately or be subject to eviction.

Failure by the tenant to maintain essential utilities (electric or natural gas) shall be considered a health and safety hazard and grounds for the termination of the lease. If the CHG has found that your electric has been turned off and it is evident that tenant is not reachable, then the refrigerator will be immediately cleaned out and the tenant will be charged for labor and materials, and if necessary, a new refrigerator if the current one cannot be salvaged due to mold, mildew, or infestation.

Yearly release of utility data information is a requirement of the subsidized rent programs and is completed at initial move-in or annual recertification for Multifamily and Public Housing. The tenant agrees to authorize all utility companies to provide management with data regarding tenant’s monthly consumption of utilities for the purpose of establishing initial and updated utility allowances.

UTILITY CONSERVATION

The CHG has implemented a large amount of energy conservation measures at all developments in order to provide utilities at an affordable rate and in an efficient manner regardless of whether the CHG or the tenant pays for the utilities. Tenant agrees not to waste the utilities provided by the CHG and to comply with any applicable law, regulations, or guideline of any governmental entity regulating utilities or fuels.

Natural Gas - Use only what is 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.

For the safety and security of our tenants and convenience of the natural gas provider, nothing is to be attached to, placed on, or stored within three (3) feet of your unit's gas meter. If any item is found under this condition, it is considered an immediate safety hazard to the neighborhood and the items will be removed and discarded by staff, without notice.

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. Energy saving fixtures are used throughout every property and can only be replaced by maintenance.

Water - In order to help conserve this utility, we ask that all tenants promptly report any leaks or dripping faucets to the CHG 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.

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 CHG 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 timer control to limit operation time and are currently UL certified.

VANDALISM

If your unit is a victim of vandalism, such as torn screens or broken windows, graffiti, food items being spilled or smeared on doors, or concrete, etc., it will be your responsibility to clean up the outside of your apartment. If Maintenance Personnel is required to clean graffiti, food or other items resulting from vandalism to your apartment, there will be a tenant charge for labor.

VIDEO RECORDING DEVICES, SURVEILLANCE CAMERAS AND PRIVACY

Tenants are prohibited from using cell phones, tablets, computers, cameras, doorbell cameras, video recording devices, audio recording devices, or any other electronic device to record, photograph, videotape, monitor, or otherwise surveil other tenants, their guests, CHG employees, contractors, or activities associated with another dwelling unit, except as otherwise permitted by law.

Tenants shall not install, place, operate, or maintain any camera or recording device in a location or position that allows the device to record, view, monitor, or capture another tenant's apartment entrance, doorway, windows, patio, balcony, private living area, or other area designated for the exclusive use of another tenant. **A tenant-installed camera may only be directed toward and used for the limited purpose of monitoring the tenant's own apartment door or immediate entrance.** The camera must be positioned so that it does not intentionally capture or monitor another tenant's door, dwelling, windows, private area, or activities.

The use of a camera or recording device to monitor a common hallway, breezeway, walkway, parking area, community area, or other common area is not permitted when the device is positioned or operated in a manner that intentionally records or monitors other tenants, their guests, or CHG employees. The fact that an area is a common area does not give a tenant the right to conduct surveillance of other persons.

Tenants are further prohibited from intentionally recording audio of other tenants, their guests, CHG employees, or contractors without the required consent. Maryland is a two-party/all-party consent state for certain intercepted communications, and unlawful audio interception or recording may violate the Maryland Wiretap and Electronic Surveillance law, Maryland Code, Courts and Judicial Proceedings Article, § 10-401 et seq. Tenants are responsible for ensuring that any recording device they operate complies with all applicable federal, state, and local laws.

If a tenant's recording device is determined by CHG to be improperly positioned, to be recording or monitoring another tenant or CHG employee, or to otherwise violate these House Rules, the tenant will be directed to immediately reposition, disable, or remove the device. **Failure or refusal to comply with a directive to reposition, disable, or remove the device will constitute a violation of the Lease and House Rules and may result in appropriate lease enforcement action, up to and including termination of tenancy, in accordance with applicable law and CHG policies and procedures.**

When a CHG employee or contractor is performing work in or around a tenant's dwelling, the tenant shall not intentionally record the employee's or contractor's audio without the required consent. If an employee or contractor reasonably believes that he or she is being unlawfully recorded, the employee or contractor may request that the recording cease. If the tenant refuses to comply and the circumstances prevent the employee or contractor from safely or appropriately performing the assigned work, the work may be discontinued and the employee or contractor may leave the area. The tenant may be responsible for any resulting delay in completing the work, subject to applicable CHG policies and procedures.

VIOLENCE AGAINST WOMEN ACT (VAWA)

The owner/agent understands that, regardless of whether state or local laws protect victims of domestic violence, dating violence, sexual assault or stalking, people who have been victims of violence have certain protections provided through the Violence Against Women Act (VAWA) If any applicant or tenant wishes to exercise the protections provided in the VAWA, he/she should contact the owner/agent immediately. The owner/agent will not assume that any act is a result of abuse covered under VAWA. In order to receive the protections outlined VAWA, the applicant/tenant must specify that he/she wishes to exercise these protections. The owner/agent will provide an individual with a copy of the VAWA Policy upon request.

WAIVER

If CHG delays, fails to, or only partially carries out a right they are expected to exercise as outlined **in** this document, they are not permitted to create a waiver at any time that protects them from failing to exercise that right, or exempts them from having to exercise that right in the future.

The CHG is not permitted to rely on oral understandings, terms, or conditions. They must rely solely on the terms and conditions outlined in this document, the lease, and lease attachments. Further, the CHG nor the tenant are permitted to rely on any outside representatives, expressed or implied, that are not contained in the lease agreement or attachments. No terms within this document or the lease can be changed or supplemented orally.

WEBSITE

The CHG uses its website 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. Please visit our website.

WINDOW AIR CONDITIONERS

Jane Frazier Village 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. All window air conditioners must be properly installed, secured and proper side panels used. Pillows, blankets, bags, cardboard, etc. is not

permitted. No portable designed air conditioners are permitted anywhere due to the complications associated with the drain lines.

Queen City Tower – window air conditioners are supplied for each unit, maintained, and owned by the CHG. 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 CHG 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.

JFK Apartments, River Bend Court, Banneker Gardens, Willow Valley, and Grande View – central air conditioning is supplied to the units in these developments and therefore window air conditioners are not permitted.

WINDOWS AND DOORS

Tenant shall not permit anything to be placed in, stuck to, hung from, or otherwise placed on the outside of windows or doors. Nothing can be placed between the window and door blinds and the glass.

Shades, blinds, or curtain rods are provided in our rental units. No additional window coverings will be permitted. Curtains in good condition and of appropriate size for the windows are encouraged. Torn, damaged, partially missing window treatments, blankets, bed sheets or other materials not designed as window covers are not permitted.

Missing window or window screens are a Health and Safety hazard and are required to be always installed in respective openings. If your windows or screens need repairing, notify the Maintenance Department so that they can be fixed before the damage becomes too great for repairs. Those windows discovered without a window or screen will be assessed an amount as posted on the most recently approved Schedule of Tenant Charges per item. Failure to correct the safety violation or for repeated violations, a Notice to Vacate will be issued. Be sure to close and lock your windows when you are away from home for security reasons.

WIRES

The presence of wires, extension cords, etc., across the floors, up the stairs, through windows/doors or their frames or other unapproved locations (inside or outside) creates Health and Safety concerns and is not permitted. If a CHG employee or HUD inspector discovers a wire spread across the floor or up a stairway, the tenant will be assessed an amount as posted on the most recently approved Schedule of Tenant Charges per wire. Failure to correct the safety violation or for repeated violations, a notice to vacate will be issued.

YARD SALES

Due to infestations of roaches, fleas, bedbugs, etc., tenants are discouraged from purchasing items from yard sales, flea markets, etc. If purchases are made, please use extreme caution and inspect the item carefully. Yard sales conducted by the tenants on the grounds of the CHG properties are not permitted.

DO NOT LISTEN TO RUMORS. CHECK WITH THE CUMBERLAND HOUSING GROUP OFFICE FOR ACCURATE FACTS.

MANAGEMENT DISCLAIMER

The information contained herein is provided for the administration and operation of this HUD-assisted property and is subject to applicable federal, state, and local laws, HUD requirements, the applicable regulatory and/or operating agreements, and the property's approved policies and procedures. Management reserves the right to make reasonable changes, modifications, or adjustments to day-to-day operational procedures, practices, schedules, and administrative processes as necessary to effectively manage the property, maintain health and safety, address operational needs, and ensure compliance with applicable requirements. Such operational changes do not constitute a change to the terms of a lease, regulatory agreement, or other governing document unless otherwise required by applicable law or HUD regulations.