

# HOUSE RULES

## Lease Addendum Pocahontas Housing Authority, Inc.

**THE RESIDENTS AND THEIR FAMILIES AGREE TO COMPLY WITH THE RULES AND REGULATIONS AS SET FORTH IN THEIR LEASE AND OBEY ALL LAWS AND CITY ORDINANCES RELATED TO THE USE OR OCCUPANCY OF THE PREMISES, ADOPTED BY POCAHONTAS HOUSING AUTHORITY, INC. THE RULES AND POLICIES SET FORTH IN THIS LEASE ADDENDUM ARE FOR THE BENEFIT OF ALL RESIDENTS. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE ADDENDUM SHALL BE CONSIDERED A VIOLATION OF THE LEASE.**

**1. ABUSIVE LANGUAGE:** Abusive or foul language interferes with other Residents' right to the quiet enjoyment of the premises. Such language is not allowed in common areas or in other areas where people congregate, or when speaking to staff.

**2. ACTION OF FAMILY MEMBERS AND GUESTS:** Guests are defined as individuals staying in the dwelling three (3) days or less per month. Any individual staying more than three (3) days per month is deemed an additional occupant. Unauthorized additional occupancy may result in eviction. Residents are responsible for:

- the conduct and actions of their family members and guests. Guests who create disturbances and nuisances or damage the property will be asked to leave the property. Residents agree to reimburse the owner for any damage regardless of who does the damage. All breakage and damage must be reported to PHA and police, if applicable, for a full investigation within twelve (12) hours of becoming aware of the damage.
- ensuring family members and guests adhere to all House Rules.
- any behavior that is loud or otherwise disrupts the right to quiet enjoyment of other Residents by family members or guests.
- ensuring family members and guests do not loiter or run in common, landscaped or parking areas.
- sewer stop-ups. If the stop-up is caused by food, grease, rags, toys, sanitary napkins, adult wipes, etc. in the resident's sewer pipes the tenant will be charged for damages.
- reporting at once any accident or damage to the water pipes, toilets, drains or fixtures, electric wires or fixtures, or other property of PHA, and all breakage, damage or loss of any kind.

**3. ALTERATIONS:** Changes to any fixture, wiring, wall, cabinetry, or any other part of the unit, including entry door locks, are strictly prohibited without the advance written consent of the owner. Approval must be obtained prior to hanging or attaching any object on a wall or ceiling that weighs in excess of five pounds. No ceiling hooks or adhesive mirror tiles are allowed. No credit will be given for repairs, painting, or other work done in a unit by a Resident without the express advance written consent of the owner.

- Alterations include but are not limited to:

- a. Installing screen doors, or other permanent hardware;
- b. Changing or removing any part of appliances, fixtures or equipment in the unit;
- c. Painting or applying wallpaper or contact paper in the unit;
- d. Installing awnings or window guards or security bars in the unit;
- e. Laying carpets/rugs with tacks, nails, other fasteners or cement.

       **4. BREAKAGE:** Residents shall pay for all breakage, damage and cleaning beyond normal wear and tear to the premises or any furnishings in the premises. This includes, but is not limited to drapes, blinds, carpet, and common area furnishings.

       **5. BUSINESSES:** A Resident may not operate a business in his or her unit or on the premises without the owner's prior written consent, and compliance with local ordinances.

       **6. CHILDREN:** The resident shall not permit his/her children to play on public walks, steps, Maintenance Building area, Maintenance Building drive or anywhere maintenance is currently working. Convenient play areas have been provided for this purpose. No baby carriages, bicycles, toys or other similar articles are allowed to stand in the public passageways, courts, gardens or yards. These articles will be removed and will have to be claimed by the resident for return, first time the resident will get the item back, after that, there will be a \$30 charge for returning items.

       **7. CLEANING:** Residents are responsible for cleaning the unit, appliances, drapes/blinds, inside of windows, and carpets during their tenancy and when they move out.

       **8. COMPLAINTS:** All complaints shall be made in writing to the property owner or by U.S. Mail to 1320 Dalton Street, Pocahontas, AR 72455. Work orders must be called in IMMEDIATELY as they happen. DO NOT wait until you have a list of several things wrong and then call them in.

       **9. CONSERVATION:** Residents are expected to use energy wisely. Conservation is essential to the efficient operation of the property. Every resident shall participate in the efforts of the City to promote conservation.

       **10. CRIMINAL ACTIVITIES:** The illegal use, sale, or distribution of drugs, any criminal activity and/or any physical violence to persons or property by any Resident or member of a Resident's household is prohibited and will result in eviction.

       **11. DANGEROUS MATERIALS:** Gasoline, oils, or any flammable material, and all hazardous materials must be properly, safely and legally disposed. None of these materials are permitted in any dwelling unit, storage building or mechanical closet (water heater closet or HVAC closet). Any method of heating other than that supplied by or approved by PHA is prohibited.

**12. DELIVERY:** The owner assumes no responsibility for accepting deliveries of packages, mail, etc. on behalf of any Resident.

       **13. EXTERIOR ATTACHMENTS:** No wires, aerials, antennas or satellite dishes for radio or television, or wires, ropes, or other material or device for clothes drying, or other personal use shall be installed on the roof, decks, patios or other parts of the building. No attachments to the building structure are permitted. No extensions are allowed beyond the Resident's private rented space.

       **14. GARBAGE REMOVAL:** Residents may contact the owner or City waste collector to find out the correct way to dispose of any trash, garbage or other waste material that is not picked up on your collection day. Residents must place garbage in appropriate bins, which are trash cans with lids. **RESIDENTS WILL NOT PUT TRASH OUT EARLIER THAN THE NIGHT BEFORE THEIR COLLECTION DAY.** If it is put out before the night before, we will know who it is due to the surveillance cameras all over the property, the resident will be charged \$30 for taking it off.

       **15. COMMON AREAS:** Common areas are to be kept clear of clutter. No personal items may be kept or stored in the, stairways or other common areas in or about the premises without the owner's permission in advance. The resident must store these items in their apartment or storage unit.

       **16. KEYS:** The owner will provide each adult resident with a set of keys. Residents are not to change, alter, or add additional locks.

- If resident is locked out of their apartment after working hours, weekends or holidays, there will be a minimum charge of \$ 30 per occurrence. A minimum charge of \$ 15 will be assessed to replace lost keys.
- If lost keys or extra keys are not turned in at time of move-out there will a charge of a minimum of \$ 115 to change locks.

       **17. LANDSCAPE:** The Resident shall not alter, disturb, or interfere in any way with the grounds or landscaping. Residents who fail to keep their yards in a clean and orderly manner will be subject to lease enforcement, including eviction. Residents may also be subject to criminal prosecution by the City.

       **18. LIGHT FIXTURES:** The maintenance staff will change the long lights in the kitchen, appliance bulbs, front porch and back porch bulbs, or any bulb that is not a screw in bulb. The resident will be responsible for any screw in bulb. You must keep the energy efficient LED bulbs to replace when one goes out. If resident does not have screw in bulbs they will be charged for changing them.

       **19. LITTERING:** Littering the grounds, landscaping and parking areas is strictly prohibited. This includes putting out cigarettes on the sidewalks, side of

buildings and in driveways or dumping ashtrays on the grounds or in parking areas. A minimum charge of \$ 30 will be applied to residents who ignore or fail to follow this House Rule.

       **20. MAILBOXES:** Mailboxes must be checked at least once per week. If the mailbox is too full the mail carrier will not deliver to that box. If residents have a mailing address different from the physical address, they must let the office know immediately.

       **21. MOTOR VEHICLES:** All vehicles kept on the premises must be both operable and currently licensed. Cars may not be repaired on the premises. Resident must have an office issued parking sticker with their assigned parking number. The resident is to park in their assigned numbered space. All guests must park in **VISITOR** parking only. Each household is allowed 1 resident sticker and 1 second vehicle visitor sticker.

       **22. NOISE:** Residents, family members and guests shall keep the volume of musical instruments, radios, televisions, record players, etc. at a level that will not disturb neighbors. Playing sound producing devices at volumes that disturb other Residents is a lease violation and grounds for eviction.

       **23. OXYGEN TANK USE:** Residents may have oxygen tanks for medical reason. The use of commercial oxygen, however, poses a potentially life-threatening hazard if not used properly.

       **24. PUBLIC AREAS:** Public areas shall be used exclusively for entrance and exit of the premises. Tenants shall not use such areas for loitering and shall not store any trash, junk, or valuables outside of the building or on porches.

       **25. RENTER'S INSURANCE:** The owner is NOT RESPONSIBLE for fire, theft, water or any other damage to a Resident's personal belongings when the damage is caused by the Resident's intentional, negligent or reckless behavior. IT IS SUGGESTED THAT RESIDENTS CONSIDER OBTAINING APARTMENT RENTERS' INSURANCE TO COVER LOSS OF THEIR PERSONAL PROPERTY.

       **26. SAFETY, FIRE, LIFE SYSTEMS:** Residents shall not tamper with, fire extinguishers, equipment, breaker boxes, fuse boxes, or smoke alarms. There will also be a minimum \$30 charge for this and a possible lease violation in your file.

       **27. SCREENS:** Screens shall not be removed from windows for any reason other than an emergency. Packages or other items cannot be passed through windows.

       **28. STRAY ANIMALS:** Feeding stray animals or wildlife, creates a nuisance and a health and safety hazard and is not permitted on or near the premises.

       **29. THREATS:** Any act or threat to the Landlord, his agents, or to any person is prohibited. This includes but is not limited to, vulgar language, demeaning staff or

interfering with the ability for staff to do their assigned work.

      **30. TRESPASS NOTICES:** Trespass notices issued by the Landlord or his agents must be honored by tenants and guests. If a person has been evicted, caused problems or have been involved in criminal activity, PHAI will ban them from the property and notify authorities.

      **31. PERSONAL EQUIPMENT:** All large items (including, but not limited to, bicycles, carts, and wagons) must be kept in your rental unit or storage building. Bicycles may be stored on property provided bicycle racks. Any toys brought by guests of the residents would need to be stored appropriately. If these items are left outside the building or in the common areas, they will be deemed litter and thus disposed of.

      **32. VACATING YOUR UNIT:** Residents must contact the owner in accordance with the lease not less than 30 days prior to the end of the last full month of tenancy. **THEY MUST COME TO THE OFFICE AND FILL OUT AND SIGN AN INTENT TO VACATE NOTICE.**

      **33. WATER USE:** Water shall not be wasted or left running unattended in the kitchen, bathroom, or elsewhere. All plumbing defects must promptly be reported to the owner. Residents who cause damage to or obstruct plumbing will be required to pay the cost of any needed repairs. It is prohibited to use sprinklers, water slides or any such item at any time. If the resident would like to have a small pool for their children, it must be picked up every day and emptied. The pool then needs to be put away until the next use.

      **34. WHEELED DEVICES:** All wheeled vehicles and devices including, but not limited to, bicycles, scooters and wheeled chairs must be used in a safe and courteous manner. Wheeled vehicles and devices may not be used or ridden on the grass or in planted areas. Wheeled vehicles and devices should not be stored on walkways, stairways, porches, or other public areas, except as specified and approved by the owner.

      **35. WINDOWS:** Exterior sills and ledges shall not be used for the storage of bottles, food, etc. Only window drapes, mini-blinds, and vertical blinds are allowed as unit window coverings.

      **36. UTILITIES:** The resident shall be responsible for the gas and electric and pay on time so there is no disruption in service. If the utilities are disconnected the resident agrees to have them restored within 72 hours of notice and bring proof to the office or the resident will face eviction. **NO EXCEPTIONS.**

      **37. MECHANICAL CLOSETS:** Mechanical closet is defined as any closet that

contains a water heater or HVAC unit. These closets are not to be used for storage of any kind.

A signed copy of these rules and regulations will be kept in each Tenant's file.

**I have read and agree to the above Resident Rules & Regulations. I understand and accept that a violation of any of these is grounds for eviction.**

*Kelly Waymon*

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Owner/Landlord

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All Residents over 18

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