#### Bloomington RAD II, LP 1007 North Summit Street

1007 North Summit Street Bloomington, IN 47404 Phone (812)339-3491 | Fax (812)339-7177

## Resident Rules and Regulations Lease Addendum

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# Welcome Home!

We consider each of our properties as a neighborhood and each Resident a vital part of our community. It is our goal to provide quality affordable housing, but it is up to you, the Resident, to be a good neighbor and abide by the lease and all rules and regulations associated with our properties.

This is a legal and binding addendum to the lease which holds the Resident responsible (financially and legally liable) for actions of all family members and guests while on our property.

Any violation of these rules may lead to termination of your lease.

## **Office Address**

1007 N. Summit St. Bloomington, IN 47404

# **Hours of Operation**

Monday	8 am to 4 pm
Tuesday	8 am to 4 pm
Wednesday	8am to Noon
Thursday	8 am to 4 pm
Friday	8 am to 4 pm
Saturday	Closed
Sunday	Closed

## Website

www.bhaindiana.net

# **Rental Payments**

Rent is due on the first day of each month and considered late after the fifth.

Rent must be paid by check, money order, Debit or Credit card. Checks or money orders should be made out to Bloomington RAD II, LP.

#### \*Cash is not accepted at any time.\*

If rent is not received on or before the fifth day of the month, you will be issued a 14-day notice and a late fee will be added to your account. This will include any unpaid rent, excess utilities and work order charges.

Payment agreements will be accepted on the first day of the month until the fifth day of the month. Payment agreements are accepted for Resident whose rent is more than \$50.00.

In the event that your personal check is returned from our bank for non-sufficient funds, you must pay by Cashier's Check or Money Order within 10 days of notification. The total due at the time will include your rent amount plus a late fee and an NSF fee.



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# Maintenance & Work Orders

To place a work order for routine maintenance issues please call the office at 812-339-3491. *Please DO NOT contact maintenance staff directly for non-emergency work orders.* 

For Maintenance Emergencies, please call 812-339-3492. You will be asked to leave a message. Please speak clearly and slowly and include your name, address and phone number in which the on call maintenance technician can reach you.

Maintenance Emergencies include:

Loss of utilities	No heat when temperatures are below 40	Severe plumbing leaks
	degrees	
Gas leaks	Broken windows or locks	
Sewage back up/ clogged	Locked out of your apartment	

In case of a life-treating emergency, such as severe illness, fire or to contact the police call 911.

#### Locks & Keys

One apartment key per adult member and one mailbox key are issued per household and will be provided at time of move-in. Lost keys will require a lock replacement. A lock replacement will require a payment of \$10.00 per lock plus labor. See Schedule of charges.

Management will not allow apartment access to children or guests of adult Residents in their absence. It is the Resident's responsibility to provide building entry for their guests. **Contact the office should special circumstances arise.** 

Residents are **not** permitted to install their own locks on doors (inside or outside). IMPORTANT: Door locks installed on bedroom or bathroom doors that lock from the outside of the room are NOT ALLOWED. This is a safety hazard. Installation of additional locks or security devices must be approved in advance by the management, and must be installed by a BHA maintenance staff member. BHA must be able to gain access for routine maintenance, inspection purposes and in the event of any emergency

#### Lock Outs

During business hours, lock out fee is \$15.00. There is a \$30 lock out fee for requests after hours, including weekends and holidays. Doors will not be unlocked for any person under 18 years of age, or for a person not listed on the lease. Proper identification must be provided at the time of emergency response

#### Guests

Your visitors are always welcome. However, House Rules apply to your guests and you are responsible for their behavior while on the property. This includes your apartment, common areas and grounds. Any Resident having guests for more than 14 days (maximum – cannot exceed- 14 overnight stays in a 12 month period) must contact the property manager.



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Your guests are not allowed to receive mail. If unauthorized persons are receiving mail at your address, it will be deemed as a violation of your lease. Allowing unauthorized individuals to reside in your unit can result in termination of lease.

**Children must be supervised at all times.** Be advised that adult Residents are liable for any injury and/or damage which may be incurred and or suffered by their children and/or guests.

# Vehicles & Parking

#### **Crestmont Residents**

Resident parking in property owned parking lots are by permit only. Resident agrees to keep within the Apartment Community only those vehicles listed and on file with Management. One permit will be provided per household. Residents must present a current vehicle registration in his or her name, to acquire a parking permit. Permits must be placed inside the vehicles driver-side, front window at the lower corner. If you change vehicles, the new information must be provided in a timely manner before a new permit will be issued. There is no assigned parking.

Any vehicle parked in the parking lot without a permit are subject to towing at the owners expense. All vehicles must be parked correctly in parking spaces. Illegally parked vehicles are subject to towing at the owner's expense. All vehicles must be operable. No mechanical improvements or repairs, etc., are allowed on the property.

# Playground

**Children must be supervised at all times and children under the age of seven (7) must be accompanied by an adult.** The playground will be open from 8:00 a.m. to 8:00 p.m. All persons using the playground area do so at their own risk. The playground is reserved for use by authorized by Residents and guests only. No rough playing, yelling, foul languages or inappropriate action will be permitted on or by the playground area. Playground equipment is to be use as intended. No climbing on the outside of or top of tubes, tunnels, roofs, picnic tables, etc. All trash MUST be picked up. Glass bottles are not allowed. Children over the age of 14 are not permitted to use the equipment.

# **Trash Disposal**

All garbage must be tied in bags. Any Resident and their children and guest disposing garbage improperly will be charged a cleanup fee. If you allow children to take out the trash, the adult Resident is responsible for the child's ability to do so properly. A fee will be charged if maintenance has to pick up after improper disposal. All boxes must be collapsed and placed in the dumpster.

The BHA provides receptacles for your household only, visitors or family who live outside the community are not allowed to dispose of trash in property dumpsters.

## **Pest Control**



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The exterminating contractor comes monthly, or as needed. Residents are notified when service is scheduled at move in, and are required to allow the technician entrance to their apartment for inspection and service. A \$50.00 fee will be charged for denial and/or failure to prepare for pest control treatments. Residents are required to report any pest infestations to the office. The office will schedule specialized treatments as needed.

## Pets

Pets are **<u>not</u>** allowed without prior approval by management. Pets must be pre-approved and owners must pay a Pet Security Deposit. Adult dogs must be <u>no taller than 14 inches</u>. The dog will be leashed and attended at all times when not inside your unit. A pet, other than a dog, is to be kept inside your apartment at all times. Management reserves the right to request removal of the pet if it causes damage to property or disturbs the quiet enjoyment of other Residents. Residents will be responsible for all damages caused by a pet. Please refer to the Pet Policy for further detail. Failure to comply with the Pet Policy could lead to termination of lease.

# Lighting

If you notice that security lights are not functioning on the property, please notify management and we will address any needed repairs.

#### Inspections

A Move-In Inspection will be performed with the Resident/family at the time of move-in to determine the condition of the unit and equipment in the unit. A copy of the initial inspection should be signed by the Resident, provided to the Resident, and kept in the Resident file.

A Move-Out Inspection will be performed when the resident vacates the apartment.

Annual Inspections will be performed yearly.

Property Staff may conduct a special inspection for any of the following reasons:

- Housekeeping
- □ Unit condition
- □ Suspected lease violation
- □ Preventive maintenance
- □ Routine maintenance
- □ There is reasonable cause to believe an emergency exists

# **Move Out Notification and Procedures**

If you are moving out, you must complete a written notice of Intent to vacate form thirty (30) days prior to your moving date. This form is available at the office or at our website. This notice is required even if you are moving out at the end of your lease.

After you have removed all of your belongings from the apartment and cleaned the unit, return the unit keys. A joint move out inspection will be scheduled with you at the time the keys are returned. Any items left in the unit will be considered abandoned and Resident will be charged a removal



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fee. The PHA will send a final statement to the forwarding address you provide. Any charges are subject the grievance procedure.

## **Disorderly Conduct**

It is a violation of your lease to disturb the peaceful enjoyment of others. Residents, their family and guests may not make or permit any disturbing noises or boisterous behavior. All acts of violence, fighting, harassment, threats, verbal abuse, or defacement of property are prohibited. Loud playing of television, stereo or other musical instruments are not allowed. Any boisterous conduct or other actions which disturb the peace and quiet of the premises are prohibited. Loitering in the common areas is not allowed.

<u>Good neighbor policy</u>: You are expected to show respect for your neighbors and for your neighborhood. Disturbing the peace and tranquility of your neighbor is not permitted for any reason.

If you have a Resident issue that impedes your ability to peacefully enjoy your apartment or is a cause for neighborhood concern, you must complete a Resident Complaint Form in writing.

## Alcohol, Drugs and Smoking

Drinking of alcoholic beverages is strictly prohibited anywhere on the property except in the privacy of your unit.

Smoking is not permitted inside the apartment or within 25 feet of any building entrance.

The sale, purchase or use of illegal drugs is strictly forbidden anywhere on the property. WITHOUT EXCEPTION and will lead to immediate eviction.

The above rules apply to all Residents, their families and guests.

#### Weapons

The Resident, member of the household, a guest or other person under the Resident's control shall not display, carry, discharge or threaten the use of a firearm or other weapon while on or near the property. Violation of this provision shall constitute a serious violation of the lease and shall be considered a threat to the health and safety of other Residents or employees of the Management.

## **Extended Absence or Abandonment**

Your lease requires that you live in your unit. If you abandon your unit or are absent from your unit longer than 14 days without prior notification to Management. Management shall consider the unit abandoned and will dispose of remaining items. Resident will be charged for all disposal costs.

## Housekeeping

You are expected to respect the property at all times. This includes keeping your apartment in a clean, orderly and sanitary condition.



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Stove, refrigerator, counters and sinks should be kept free of grease and food debris.

Trash and garbage should not be allowed to accumulate and should regularly be deposited in the dumpsters provided by the Management.

Any pet or human accidents must be cleaned up immediately and appropriately.

The Management reserves the right to charge Residents for damage to the property resulting from negligence, carelessness or misuse anytime damage occurs.

Residents shall not, in any manner, deface the walls, woodwork, floors, doors or ceilings of the property; nor shall Residents do any painting or make any alterations to any part of the building, inside or out, without prior consent of the Management.

Failure to report damages in a timely fashion will result in a lease violation. The Resident is responsible for the repair or replacement for damages.

Please refer to the Housekeeping policy for further details

#### **Resident Obligations**

- 1. You are not allowed to sublease your apartment, rent rooms or charge rent to guest or visitors.
- 2. You are not allowed to let people live in the unit without permission from the Property Owner/Agent.
- 3. You are not permitted to have long term guest. Long term guest is defined as guest staying for more than 14 days in the lease term.
- 4. You are required to comply with all applicable building codes and housing codes.
- 5. You are not permitted to make alterations, repairs or redecorations to the interior of the apartment or to install additional equipment or major appliances, including ceiling fans, water beds, tanning beds, plant lights, or wallpaper without written consent of Management.
- 6. You are not to change the locks or install new locks on exterior doors or interior doors.
- 7. You will act in a cooperative manner with neighbors and the Owner/ Owner Agent and will refrain from acting or speaking in an abusive or threatening manner toward neighbors and Property staff.
- 8. You will take reasonable precautions to prevent fires and will not store or keep volatile or flammable materials upon the premises.
- 9. You are not permitted to have outside burners other than grills. Grills are to be stored only on the back porch or in sheds.
- 10. You will not obstruct sidewalks, areaways, galleries, passages, or stairs, and will avoid using these for purposes other than going in and out of the unit.
- 11. You will not install television antennas, or satellite dishes on or from any part of the unit, cable/Internet is allowed.
- 12. You and any of your guest on the property will refrain from littering or leaving trash and debris in common areas.



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- 13. You, all family members and guest will act in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and will maintain the properties in a decent, safe, and sanitary condition.
- 14. I will act in a cooperative manner with my neighbors and management. I will refrain from acting or speaking in an abusive or threatening manner toward neighbors and Management.
- 15. I will Not use, or possess or allow members of my household or guests to display, use or possess any firearms, BB guns, slingshots or arrows (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Indiana anywhere on the property of BHA;
- 16. You are not permitted to place Swimming pools/wading pools, basketball goals and swing sets/slides anywhere on the property.
- 17. You will not allow any person who has been issued a no trespass order by Management to have access to the unit, common areas or property.
- 18. You agree to meet with the Management when requested to do so to discuss any matter affecting the Lease or the resident's tenancy.
- 19. Space heaters or window air conditioners are not permitted without written permission from Management.

## Acknowledgement

I acknowledge that I have received a copy of the Rules and Regulations Addendum. I acknowledge that pursuant to section 17 paragraph B4 of my dwelling lease, this addendum is incorporated as a part of my lease contract. These policies are in addition to the rules and policies outlined in my lease. The addendum is subject to change, as provided in my lease contract.

HOH Signature	Date:	
	Deter	
Co-HOH Signature	Date:	

Other Adult Signature\_\_\_\_\_ Date: \_\_\_\_\_