

Seymour I. Hollander Apartments
RULES AND REGULATIONS

Appended to HUD Model Lease

OFFICE HOURS: The Main Office will be open Monday through Friday from 8:30 a.m to 4:00 p.m. with changes in hours to be posted in the lobby and, in the case of holidays or workshops, in the monthly newsletter as possible.

RENT: All rent is due and payable on the first day of the month. Only checks and money orders made out to Seymour I. Hollander Apartments are acceptable. Neither cash nor third party checks will be accepted. However, the checks are not deposited until the 3rd of each month to allow Social Security deposits to arrive.

NOTICE TO VACATE: A tenant planning to move must give a written notice to vacate at least thirty (30) days prior to the date of vacating. Compliant move-out forms are available in the main office for tenant convenience.

MOVING: Moving in or out of the apartment building must be accomplished between the hours of 9:00 a.m. and 5:00 p.m. Permission for use of the elevators must be obtained from the Executive Director and/or the Superintendent so that pads can be put in the elevator before the move.

SECURITY DEPOSIT: Tenant pays a security deposit upon move-in in the same amount as the Tenant's initial monthly rent. Annually in December, management calculates interest for 12 months on the security deposit based on the CT Insurance Commissioner's published interest rate. As indicated in the HUD lease, if the tenant complies with move out rules and leaves the apartment in clean and sanitary condition, there can be a full refund of the security deposit plus interest for that portion of the year before the move out. However, the security deposit is held if there is any damage to the unit beyond normal wear and tear. In addition, Tenant's failure to give 30 days' notice will result in a forfeit of the entire security deposit plus apportioned interest.

PROPERTY DAMAGE: Damage to property, such as cabinets, refrigerators, ranges, walls, electrical outlets, etc, caused by the tenant's or his/her guests' negligence, will be charged against the tenant, payable with the first month's rent succeeding the charge.

APARTMENT INSPECTIONS: Apartment inspections are held annually to determine the condition of the apartment and to ensure that repairs can be made in a timely manner. Damage which can be attributed to tenant's (or his/her guests') negligence will be assessed as in the paragraph above. This includes the need to patch and repaint the corridor wall outside the alcove of an apartment if the tenant violates the prohibition against putting decorations of any kind on a corridor wall. (revised April, 2011)

DOORWAY/ALCOVE DECORATION: A tenant may do tasteful decoration of his/her front door alcove within limits. Anything vulgar, based on staff's subjective opinion and not up for discussion, will be removed. Tasteful decoration is restricted to the area inside the boundaries of the door alcove. Nothing may be placed on the floor outside the alcove even if against the corridor wall. Nothing may be affixed to a corridor wall. Anything put on corridor walls will be removed and held for the tenant to recover. (New April, 2011)

DELIVERIES: Tenants desiring tradesmen or others to have entrance to their apartment during their absence must make those arrangements. Emergency deliveries (normally after hours) may be made through the front lobby entrance only, and must be accessed by using the buzzer system in the foyer.

ENTRANCE AND EXITS: Doors located at the ends of the corridors in the stairwells are for Fire and Emergency only and are alarmed to a Monitoring Company. Use of these doors to enter or exit is strictly prohibited. Said doors must be kept closed at all times. Tenants are responsible for the actions of their guests. A guest using these prohibited exits is the tenant's lease violation.

FOYER FRONT DOOR: All visitors are to use the phone system in the foyer to contact the resident to be buzzed into the building. Residents are not to offer entry to guests other than their own even though the resident may know the person at the door. Guests are then asked to sign in and out at the guest book located on the podium in the lobby. Guests are not to have access to tenant keys. Security door keys are for use of tenants only. A resident who uses a cellular/mobile phone to buzz guests into the building is strictly prohibited from buzzing guests into the building when the resident is away from the building. A resident must be inside the building to buzz a guest into the building.

LAUNDRY ROOM: Facilities are for the convenience and the use of tenants only. Tenant may use no more than one washer and one dryer at a time. Residents who retain home health aides MUST inform those aides of these rules. Aides who violate this rule are a lease violation by the tenant. By order of the Fire Marshal, the laundry room door may not be propped open.

APARTMENT OCCUPANCY: All units are one-bedroom. Under rules from the U.S. Department of Housing and Urban Development, such a unit is restricted to one or two tenants both of whom must be on the lease and eligible for subsidy. Any tenant requiring live-in assistance must make a request at the office. Visitors are welcome to stay for a limited period of time during the year. Guests may stay no more than 2 weeks at a time. While there must be a period of time between visits, said time definition and number of visits per year are left to the discretion of the management so that there is no confusion regarding visitation versus occupancy. Visitors are not to be confused with home health aides who may come into the building on shifts of several hours at a time. **No one is allowed to stay overnight in the apartment if the tenant is away. Posted May 21, 2008.**

Additionally, a resident may not be away from the site more than 4 months in a 12 month period. This is not necessarily the calendar year, but rather any 12 month sequential period. This site is the tenant's primary residence. For a tenant to be away longer than 4 months is to indicate that the tenant has housing elsewhere. This speaks to someone who travels to stay with friends or family.

In the case of illness and rehabilitation, this can be a slightly gray area. However, when the tenant has been away for 3 months, the family must consult medical providers to make an honest evaluation of the tenant's ability to return to this site. Because tenant is required under the lease to give 30 days' notice of vacating, Staff will contact the family approximately 45 days before that 4 month deadline arrives.

HOME HEALTH CARE/HOUSEKEEPERS/FAMILY ASSISTANCE: Residents are invited to use agencies to bring in home care personnel for assistance with activities of daily living (ADLs). Such personnel must be screened through the appropriate procedures used by the licensed and certified agency to ensure that no personnel is a convicted felon. Home care personnel or other personnel engaged to assist with ADLs who are not from an agency must agree to a background check just as any aide from an agency would be screened. The tenant must pay for that background check through the company which does those checks for applicants for an apartment at Seymour I. Hollander Apartments. The tenant is entirely responsible for ensuring that the aide follows all house rules including: the secured entry (must be buzzed in) and not allowing others to follow him/her in the secured door; not borrowing or using a resident's building entry key; using only one washer and dryer at a time; not using the community kitchen; parking in visitor parking only; signing in and out in the lobby log using complete information; and all other rules in place intended for the safety of the elderly population. The breaching of rules by the aide is a violation by the tenant. Warnings will be issued by the office. Failure to correct these breaches will create a paper trail resulting in grounds for evicting the tenant.

Aides may alert the office, by dialing 001 at the front door, if a resident is not answering the phone at a time when the aide is expected or scheduled to arrive.

ROOFTOP FIRE DOORS AND EQUIPMENT: It is a criminal offense to tamper with any fire equipment around the building. Tenants are not to use the roof access doors, nor tamper with any fire equipment or tools.

FRONT ENTRANCE: The foyer is for entrance and exit from the building. There is seating placed in the foyer for residents to wait for an expected ride. This access may not be otherwise obstructed by a tenant or guest. The traffic pattern is routed so that Tenants and guests enter and exit through the door near the mail room. Guests must be buzzed in by a tenant in order to access the complex.

LAWNS: Management desires to maintain lawns in an attractive condition and retains a lawn service to do so. Areas for residents to sit and enjoy the good weather are marked by benches, chairs and tables provided by Management. A gazebo and patio are located on the West Lawn for residents' enjoyment. Residents are asked to refrain from disposing of any trash, cigarette butts, pet waste, or food for animals on the premises.

AIR CONDITIONERS: Each apartment has two air conditioning units for warm weather use. Such units are the property of and are maintained by the site at no charge to residents. No other type of air conditioner or installation is permitted. Air Conditioners are covered in the fall and winter for energy efficiency. Covers are provided by the site and must be stored in the resident's apartment for annual use.

COMMUNITY ROOM: The Community Room is used daily for a wide variety of activities and a wide variety of groups of tenants. Reservations for private events are not authorized for this space. Site provided activities which require privacy will cause the room to close for the specific hours that such activities are scheduled.

UTILITY ROOMS: The Maintenance Shop/Boiler Room, 3rd floor storage room, water heater closets in the community room, and electrical rooms in the elevator lobbies are not to be used or entered by tenants for ANY purpose. They are for staff use only.

NOISE: No tenant will make or allow any guest** to make any disturbing noises in the building, nor to do or permit anything by such persons that will interfere with the quiet enjoyment of other tenants. All music, musical instruments, televisions, radios are to be silent from midnight to 8:00 a.m. At other times, reason must prevail so that such instruments

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do not carry into other residents' apartments at high volume. Suggestions for quiet nighttime television use: Closed-Captioning with muted volume or headphones. **Guests include minor children whether visiting briefly or for an overnight visit. Minors who cannot comply with the concept of an indoor voice should not be overnight guests. Minors who cannot remain quiet between the hours of 10 p.m. and 8 a.m. should not be guests in the building at that time. During other hours, again, reason must prevail when supervising minors and ensuring that their behavior does not disturb neighbors.

LOCKS: No tenant shall alter any lock, install a new lock, a dead-bolt, a door chain or any other locking device which would render useless the call for aide feature which unlocks the door for emergency entry when an emergency cord is pulled. Alteration of locks will be repaired by staff and will be charged to the tenant.

LOCK-OUTS: Lock-outs during normal business hours will be handled by staff as a courtesy to residents. For after-hours lock-outs, *if a staff member must return to the building, there will be a fee \$15.00 for the staff member to let a tenant into his/her apartment.* Between midnight and 8:00 a.m., there will be an additional charge of \$8.00 or the cost of a locksmith if staff is unavailable.

MAINTENANCE: Routine maintenance requests must be made through the main office in writing. Work orders will be given to maintenance staff to complete during the regular course of business days. Routine maintenance work orders should NOT be used to report emergencies such as water leaks, clogged plumbing or toilets, or loss of power as these incidents must be reported to the main office immediately at 203.374.7868. 911 should always be used for fire and medical emergencies and floods.

FIXTURES: No alterations of any kind to walls, floors, doors, appliances, or fixtures are permitted without first obtaining written consent from the Executive Director. Installation must be done professionally, paid for by the tenant, and approved by Maintenance once completed. At the end of said process, the installed item becomes the property and maintenance obligation of Seymour I. Hollander Apartments. Televisions may NOT be mounted on any wall, ceiling, or fixture.

APPLIANCES: No dishwashers, disposals, dryers, washing machines, etc. are allowed in the apartments. Additional personal refrigerators may be assessed on a pre-agreed monthly cost basis. Countertop microwave ovens are permitted in kitchens only. Space heaters of any size are not allowed. Candles with flames are not allowed. Flameless or electric candles are, of course, permitted. Battery powered flashlights are encouraged.

PETS: No pets of any kind are permitted on these premises without written consent of the management and following the procedures in the Pet Policy.

PARKING: Each apartment is assigned one designated parking space. Cars shall be parked only in the marked spaces designated by Management. Parking of motorcycles, boats, trailers, or commercial vehicles anywhere on the property is prohibited. Auto repairs, except for changing flat tires and/or minor adjustments are not permitted on the premises. Changing oil is prohibited. Visitor parking is clearly marked in yellow lines and signage. Tenants are responsible for the autos of their visitors. Management reserves the right to have any vehicle towed away at tenant's expense. Tenant should ensure that his/her visitor, vendor, or delivery person has parked in a visitor spot. The 10 minute spot in the fire lane is specifically for pick up and drop off, and is limited to 10 minutes. Finally, no driver should ever leave a car parked at the ramp at the front of the building.

SNOW REMOVAL: The snow removal contractor pretreats the driveway when snow is predicted. The truck comes in the early morning hours for a first pass over the driveway. It returns as needed. Once the snow has stopped, usually early the next day or late the same day, the contractor brings several crew members who shovel out the individual parking spaces. The owner of the vehicle is responsible for clearing off the car and may not place snow in any parking space or lot.

SOLICITATION/DISTRIBUTION OF MATERIALS: Signage is specifically posted on two sides of the entry doors prohibiting solicitation and/or distribution of materials. There is further signage that there is video surveillance in progress.

TRASH, RECYCLING AND GARBAGE: Compactor chutes at each floor level are provided for disposal of garbage in small garbage bags. Single-stream recycling items are to be placed in the recycle bins on the floor of the compactor rooms. Cardboard boxes that are too large for the recycle bins are to be flattened and placed through the blue door at the far end of the laundry room. The site does not dispose of or recycle: utensils, appliances, furniture, or other items too large for the compactor or recycle bins. Removal of said items from the premises is the sole responsibility of the tenant. NO items should be left on the floor of any compactor room or other area of the building or grounds.

LOST KEY FEES:

Building front door fob: \$25.00 each (electronic/non-duplicatable)
Apartment Key: \$ 7.00 each
Mailbox Key: \$ 4.00 each

THE KITCHEN: The kitchen is for staff use only.

VISITORS: Residents are obligated to ensure that all guests, aides, family members, and other visitors abide by these rules and regulations. Therefore, all guests, aides, family members, and other visitors are required to sign in at the notebook by the entry door. Said guests, aides, visitors and family members must comply with all regulations including, but not limited to: disposal of garbage, parking in provided visitor spaces, not remaining in the 10 minute spot for more than 10 minutes, not blocking the ramp at the entry of the building, respecting the quiet enjoyment of all the neighbors, respecting the one washer/one dryer rule in the laundry room, etc.

SMOKE FREE AMENDMENT: Posted June 8, 2011, effective July 7, 2011 – with HUD's encouragement, there is no smoking anywhere in the building. There are two outside designated and marked smoking areas. Residents are responsible for their visitors' smoking violation. Per HUD's instructions, this provision warns that violation of the smoking prohibition will be grounds for eviction.

Effective: October 21, 2009:

AGREEMENT TO TENANCY: This document has been created to clarify to each tenant what the lease means by material non-compliance with the HUD lease. It is meant to assist residents and staff in working cooperatively in this aging in place site where residents are responsible for themselves and their units.

Material Non-Compliance with the HUD lease:

As is stated in the blue lease, paragraph 6, section (d) or white lease, paragraph 9, section (d) : The term "material noncompliance with this Agreement" shall, in the case of the TENANT, include (1) one or more substantial violations of this Agreement, (2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project or have an adverse financial effect on the project, or (3) failure of the TENANT to timely supply all required information on the income and composition, or eligibility factors of the TENANT household (including failure to meet the disclosure and verification requirements for Social Security Numbers, as provided by 24 CFR Part 5, or knowingly providing incomplete or inaccurate information). Nonpayment of rent or any other financial obligation due under this Agreement including any portion thereof) beyond any grace period permitted under State law shall constitute a substantial violation. The payment of rent or any other financial obligation due under this Agreement after the due date but within any grace period permitted under State law shall constitute a minor violation.

Also constituting material non-compliance are:

- 1) Repeated sequential failures to pay the rent without a reminder
- 2) Repeated misuse by Tenant or Tenant's invitee (aides, family, delivery people, etc) of the security system at the front door with the sign in book, laundry facilities, compactor rooms and recycle bins, parking designations, etc.
- 3) Using the community kitchen without providing either consistent donations of money or items for the use of all who enjoy the kitchen.
- 4) Failing to explain that the community kitchen and community events are for tenants only unless there is a specific notice otherwise thus resulting in the Tenant's guests, visitors, family using the community kitchen.
- 5) Housing guests without registering in the office.
- 6) Personal violations of the security system at the front door or violations by Tenant's guests, delivery people, family, etc. by allowing others to use the front door key. All guests must be buzzed in every time he or she comes into the building by the tenant whom he/she is visiting.
- 7) Violations of the smoke free environment by the Tenant OR the Tenant's invitees (aides, family, delivery people, etc).
- 8) Failure to keep a current document of emergency contacts with the RSC so that the move out of a tenant can be accomplished smoothly and without rent loss to the subsidized site. This contact document must provide proof that the emergency contact understands his/her obligation to empty the apartment upon move out in a broom clean condition.
- 9) Harassing any member of the staff or any other resident. This harassment includes but is not limited to repeated unintentionally fabricated reports of tenant's things being lost or stolen when it is clear that the tenant has become unable to keep track of these items which are neither lost nor stolen. Based on experience by the staff, these behaviors are usually symptomatic of an issue or condition which has advanced beyond the capacity of this independent living site.

It is hereby agreed and understood that failure to comply with the conditions of this agreement will be deemed material non-compliance with the lease and will result in termination of the tenant's lease either with 30 days' notice or at the end of the current lease term. The conditions of this agreement are to begin when the agreement is signed and dated or when the Tenant assumes occupancy, whichever comes first.