

RULES & REGULATIONS Rural Development Housing

“Terra Properties, Inc. Management prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex marital status, familial status, religion, sexual orientation, political beliefs, genetic information, reprisal or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).”

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov

The apartment community of _____ Apartments is professionally managed by: Terra Properties, Inc. 110 Executive Drive, Highland, IL 62249

The following rules and regulations are in addition to conditions set forth in the Rural Development lease agreement signed with management prior to move in. These rules are adopted for the maximum benefit, comfort, and privacy of all tenants. Please go over these rules with all members of your household. Tenants are responsible for the actions of their household and guests. You can be evicted for violating any of these rules. Management has a strict no-tolerance policy in place for all tenants and their guests.

1. Management will not grant entrance to a tenant's unit to any person(s) other than those listed on the lease. Management will not grant entrance to delivery services, visitors, or other such persons.
 - a. **Tenants are not permitted to change locks.** Authorized personnel must be able to enter rental unit in case of an emergency or maintenance request. When possible, the tenants will be provided with at least 24 hour notice of the entry, however in any case where entry is made without a member of the tenant's household present, written notice of the entry will be left.
 - i. Chain locks are not permitted; and will be removed by management at residents' expense. In addition tenant may be liable for damages associated with them.
 - ii. Storm doors are a safety/maintenance hazard; therefore when the storm door can no longer be repaired, they will be removed (where applicable).
 - b. Tenants are given two (2) keys at lease signing; additional keys and /or replacement keys can be purchased for **\$15/ key**. There is a **\$100 fee** for the lock to be changed
 - c. Lockouts are **\$50 during business hours** and **\$75 after hours**
2. **Rents are due on the first (1st) day of each month.** Tenants should make rent payments as directed in their lease. Management assesses a late charge for all payments made after 5pm on the 10th of the month.
 - a. After the 11th of the month, a late notice will be issued. Past due balances may result in notice of eviction proceedings.
 - b. An NSF (non- sufficient funds) fee equal to the banks charge will be assessed for returned checks and/or insufficient withdrawals set up by the tenant through the Rent Café Portal.
 - c. Management reserves the right to request payments for rent, late charges, invoices, and other payments made in regards to occupancy are paid in cash or by money order when three (3) or more insufficient fund checks have been received or if the tenant has been served with a 5-day notice for non-payment. **Please note payments made will be applied to the oldest balance on your account, until the account maintains a ZERO balance.**



3. For emergencies occurring after regular business hours, tenants may call the **After Hours Maintenance Emergency Service at 1 (618) 654-2147**.
 - a. Emergencies are problems that can pose serious harm to either the tenant/tenants or the property.
4. Tenants must maintain their leased premises to be clean and sanitary and to report all maintenance issues in the unit to the Management's office. **1 (618) 654-7033**

Office hours are 8am – 5pm Monday through Friday.

Tenants are responsible for repairs necessary due to neglect/failure to report a problem to management including but not limited to the following.

- a. Plumbing and/or electrical issues, appliance malfunctions, and any other needed repairs.
 - b. Running toilet resulting in a higher than usual water bill.
 - c. Leaks creating water damage to their unit and or neighboring units.
 - d. Clogging the toilet as a result of flushing paper towels, Kleenex, cotton, disposable diapers, cigarette/cigar butts, ashes, sanitary napkins and all foreign matter
 - e. Clogged sinks from hair and or grease (*grease needs to be collected in a sealed canister then bagged and taken out to the dumpster*).
 - f. The Leased Premises must be cleaned regularly; in order to maintain a safe and sanitary environment for the tenant(s) and/or their guests.
 - g. Maintaining the leased premises in a manner that prevents the occurrence of mildew, mold, and fungi growth within the leased premises.
 - h. The tenant is prohibited from storing items in front of the furnace, hot water heater, attic access, or crawl spaces.
 - i. Hoarding and the excessive storage of personal items that obstruct clear egress for tenants and their guests.
 - j. Bed bugs, fleas, and roaches (rental units are clean prior to moving in); tenant is responsible for extermination of such insects that are brought into the unit after the renter has obtained residency and or infestations due to poor and unsanitary housekeeping.
 - k. Damages caused by a break-in are billed back to the tenant. We encourage you to contact the local law enforcement agency to assist you in the traumatic event.
 - l. Damages to Tenants' personal property from fire, smoke, rain, flood, water, pipe leaks, hail, ice, snow, lightening, wind, explosion, earthquakes, interruption of utilities, theft, hurricane, negligence or other tenants or guests or vandalism is the tenants personal liability. The tenant understands that they and their guests are not the beneficiaries of any insurance policies held by the property/the owner/management.
5. Owner /Management Agent are not responsible for any damage, loss, or theft of personal property. Renter's insurance information is provided at lease signing.
 6. A tenant wishing to transfer to another unit within the property as a result of change in familial status, medical condition, and/or accessibility issues will need to comply with the following:
 - a. The tenant must have a ZERO balance
 - b. A new deposit will be due at the lease signing for the new unit; the deposit from the old unit will be refunded within 30 days of the move out date. Security deposit from one unit may not be used on new unit.

A tenant wishing to move from a unit to a unit in another property will need to comply with the following:

- a. Tenant will need to re-apply with a new application and pay the \$20 investigation fee.
 - b. The tenant must have a ZERO balance.
 - c. A new deposit will be due at the lease signing for the new unit; the deposit from the old unit will be refunded within 30 days of the move out date. Security deposit from one unit may not be used on new unit.
7. No Tenant may affect the quiet enjoyment and/or safety of other tenants, maintenance personnel or vendors. The rental unit is a tenant's home for him/her to use and enjoy with his/her children and guests so long as other tenants are not disturbed.

Noise should be kept to a minimum after 10 p.m. and before 8 a.m.

8. Not to harass other tenants and/or their guests, maintenance, management, or outside contractors verbally, physically, or emotionally, will be a violation of the tenants' lease and may result in an eviction.
 - a. To make a threat of physical confrontation including that of a weapon or any reference to a weapon as a threat will be considered a violation of the tenant's lease and will result in eviction. **Tenant must hold current proper licensing and registration to possess a firearm**; and management will request a copy of proof for the tenants' file.
9. **Complaints must be in writing!** Management can only act on written complaints; they must be signed and dated, the complaint's identity will remain confidential. You will be notified that we have received your complaint.
10. **The following depicts items specific to the interiors of rental units:**
 - a. Smokers and/or their guests can smoke within their unit, at the lease holder discretion; please note that **SMOKERS ARE NOT A PROTECTED CLASS**. Therefore, any damages cause from smoking, nicotine, burn marks, etc. will be charged to the tenant.
 - b. Management permits for the use of small screws and nails; in order for the tenant to personalize their leased premises.
 - i. You are not permitted to affix flat screen TV's to the walls
 - ii. You are not permitted to use the 3m adhesive hooks (Command Strips)
 - c. Management provides mini-blinds (where applicable). Residents can furnish their own curtains if desired. Sheets, blankets, towels, or trash bags are not permitted as visible window coverings. Repeated or unnecessary damage requiring replacement of window blinds will result in resident being charged for replacement.
 - d. Shower curtains are required; tenant must furnish their own shower curtains and use them properly (*the shower curtain must rest inside the tub or lip of the shower when bathing; water damage attributed to not properly using the shower curtain will result in the resident being charged*). Tenants will not hang heavy objects on the shower or from the curtain rod.
 - e. Tenants are to care for the furnished appliances at regular intervals such as defrosting the refrigerator, cleaning the stove, etc. Reporting deficiencies when they are first noticed may also allow for a longer lifespan of the appliance.
 - f. Each unit is furnished with sufficient light bulbs at time of occupancy. It is the tenant's responsibility to purchase light bulbs and/or replace them when needed. (*If tenant requires assistance caretaker or maintenance staff can install light bulbs provided by tenant when on site for regular visits.*)
 - g. Tenants are provided a unit clean, painted, and ready to live in.
 - i. You are not permitted to paint anything within the leased premises
 - ii. You are not permitted to wall paper anything within the leased premises
 - iii. You are not permitted to affix stickers anywhere within the leased premises
 - iv. You ARE responsible for the upkeep of your flooring by regularly cleaning and/or vacuuming; you are also permitted to shampoo the lease premises.
 - h. Should the resident want to install different/new fixtures or furnishings; they will need to obtain written consent from managed and the labor and/or material will be charged to the resident. The fixture or furnishing can be purchased by the resident; however it is to be installed by maintenance for liability reason. When vacating the unit the fixture or furnishing stays with the unit, as it is now a permanent fixture.
 - i. When vacating, the unit, it is expected to be as clean as when first occupied. Cleaning time or repairs beyond normal wear and tear will be charged to the tenant, and will affect the return of your security deposit.
 - j. Service Animals/Pets are allowed with prior approval of management; Pets require a onetime non-refundable deposit to be paid prior to animal habiting the unit. Maximum of 2 (Dogs/Cats)

11. Overall Property Rules:

- a. The outside water faucets and electrical outlets are not for personal use. Management, maintenance staff, and designated service providers use only.
- b. Personal property should be stored in storage locker or in rental; bicycles and wheel toys may be stored at the bicycle racks. Yard/Common Area should be maintained debris free, with only minimal exterior decor. Debris and/or items not within compliance may be picked up by management and will be billed

back to the tenant. Items removed will be held at the management office for 30 days, and may be picked up at the minimal billing rate.

- c. In order to prevent smoke or fire damage to the buildings, tenants should use bar-be-que grills in grassy areas located away from the buildings. They will not grill in their unit, on decks/porches, in hallways/breezeways, or on sidewalks. After the fire and ashes cool completely tenant should place the ashes in a garbage bag and dispose of them in the dumpster. Tenants may store cooled grill in their storage locker. Tenants may not store grills in common areas.
- d. Residents are permitted to plant within the landscaping beds at their own risk, as management is not liable for damage to outdoor decor. Nothing should be placed outside or the landscaping beds and nothing can be affixed to the buildings. Small pots for plants may be placed on patios, and porches placed in such a manner as not to block access to halls, corridors or stairways. You are not permitted to affix
- e. Tenants and their guests should not play or ride on the parking lot; if they do it is at their own risk. Management assumes no liability. Parking lot speeds are set at 5 mph for safety.
- f. Tenants and their guests are to park vehicles in the designated parking areas. Should a household have more than one vehicle; the other vehicles should be parked in one of the visitor spaces furthest from the building. Tenants and their guests will operate vehicles on the premises at low speeds, and will comply with laws regarding vehicle usage. All drivers are cautioned to watch out for pedestrians and other vehicles on the premises. **Tenants are responsible for their visitor's actions as well as their own.**

12. Laundry Rooms (where available)

- a. Laundry rooms are open for tenants use only; they may be used between 8:00 am and 10:00 pm only.
- b. DO NOT prop the Landry Room Doors OPEN!
- c. Turn off the lights and close the door when leaving. To keep the electric bills down, please do not turn up the heat.
- d. Keep the laundry room neat and clean for the next user by cleaning up after use.
- e. Remove lint from the dryer and wipe the machines when you are finished using them.
- f. Do not leave clothes in washers and dryers after the cycle is completed.
- g. **FOLLOW MACHINE RULES**. Do not use too much soap or detergent. Do not put rubber items in the dryers. Do not put greasy or oily clothes in the washers or dryers. Please **DO NOT OVERLOAD** the washers or dryers.
 - **If machine fails to work properly, report it to Laundry Vendor posted on machine.**

13. Vacating the Unit:

- a. Residents are required to give Management a **30 DAY written notice** prior to moving out of the unit
- b. Stating the date you will be out, along with a forwarding address
- c. The rental unit must be left in a clean and damage free condition
- d. You are not considered out until the day we receive the keys; marking your move out date
- e. Management will refund Security Deposits within 30 days of the move out date.
- f. **Tenants should notify management in writing** of an extended absence. If you are away from your rental unit for a short period, such as vacation or illness, you are still responsible for the condition and upkeep of your unit and your rental payment. For security reasons, an absence of over one week requires notifying property management office.

14. Prohibited Items.....Violation of any of these rules shall be deemed a material violation of your lease and grounds for termination of your tenancy.

The following actions are prohibited. Please note, the following list is non-inclusive and is intended as general guidelines only. If you have any questions regarding prohibited conduct and/or actions, please contact property manager.

- a. Space heaters, or kerosene lamps or heaters; no storing of gasoline on the property.
- b. Installation of permanent fixtures or alterations of any kind, i.e., ceiling fans, faucets, etc. without prior written approval from management are prohibited. Any ceiling fans, other fixtures installed will become a permanent fixture in the unit and cannot be removed by tenant upon vacating.
 - i. Tenant will be responsible for purchasing the fixture and/or paying for the alteration, i.e., labor rate. A work order will have to be requested through the property manager for maintenance personnel to install any fixture and/or make the alterations requested.
- c. No business, including daycare or babysitting services are allowed on the property. In addition,

Tenants are not to display signs advertising businesses on the premises; they are not permitted to hold Sidewalk/Rummage sales. Solicitation and peddling are forbidden on all property locations.

- d. Tenants may not paint, wallpaper, or modify the appearance of the cabinets. The interior walls of the rental may be painted in a neutral color with prior approval of management.
- e. No stickers, permanent tub mats, sticky type contact paper, or sticky hooks may be used anywhere in house.
- f. Portable washers, dryers, dish washers, waterbeds, fish tanks in excess of 10 gallons are prohibited.
- g. Auto or other equipment repair on the grounds IS NOT PERMITTED, nor is dead storage of them. A dead automobile is one that cannot be driven, or driven legally, on a public street, will be towed at tenant's expense.
- h. Pet sitting is not permitted! Tenants shall not allow any visitors or guests to bring pets on the premises or accompanying grounds.
- i. Tenant/ lease holders are not to store any non-resident's property on the leased premises or permit for the use the Premises as a mailing address for a non-resident.
- j. Tenant/lease holder is responsible for their children, their guests, and any affiliate they permit on the property; therefore any damages to the property or altercations that take place on the property may be held against the tenant/lease holder.
- k. Not to use the leased premises for anything illegal or immoral. It is understood that the use, attempted use, or possession, manufacture, sale, or distribution of an illegal controlled substance (as defined by local, state, or federal law) while in or on any part of the apartment complex or grounds upon which the Premises is located is deemed to be an illegal act under this Lease. It is further understood that such action, as well as the admission to or conviction of a drug violation of any nature, is sufficient cause for termination of this Lease by Management.
- l. Alcoholic beverages are not allowed in common areas.
- m. Parking of trailers, boats, dead autos, etc. on property is prohibited. Unauthorized parking is subject to towing at owners' expense.
- n. Auto or other equipment repair on the grounds IS NOT PERMITTED, nor is dead storage of them. A dead automobile is one that cannot be driven, or driven legally, on a public street, will be towed at tenant's expense. Tenants are not permitted to was their vehicles on the property.
- o. No Pets-Tenants are not allowed to house pets on the premises or on the accompanying grounds of the property (or portions of the property). Tenants shall not allow any visitors or guests to bring pets on the premises or accompanying grounds. Tenants are not permitted to pet sit.

15. Tenant Violation Notice

In the event a tenant violates any condition or multiple conditions of the lease or Rules and Regulations, violation notices will be issued by management. This property is property of the Federal government and damage to government property is a FELONY and will be prosecuted to the fullest extent of the law.

It is the tenant's responsibility to adhere to the conditions of the lease and the rules and regulations, and to make sure their guests do as well. When in doubt of any policy in place, refer to Rural Development lease and these Rules and Regulations or contact Management.

Violence Against Women Act (VAWA)

In accordance with the Violence Against Women Act, the following provisions are made:

- Eviction from a previous residence due to being a victim of domestic violence, dating violence or stalking will not be considered as a cause for denial for assistance and/or disapproval for admission.
- Management will give tenants the option, upon request, to complete the Certification of Domestic Violence, Dating Violence or Stalking, form HUD-91066.
- Management may ask for other documentation from the victim in order to determine eligibility. Documentation may include court records or statements from a service provider, attorney, or medical professional from whom the victim has sought assistance.
- If management asks for other documentation, the applicant has fourteen (14) business days following the request to provide the documentation. If the applicant fails to provide the documentation in the required timeframe, management can proceed with denial of assistance.
- Management will work with the tenant in making acceptable delivery arrangements of the requested documentation. Management will not mail any requested documentation forms to the tenant as this may place the victim at risk.
- All information will remain confidential and information will not be entered into any shared database or provided to a related entity except to the extent that the disclosure is: (1) Requested or consented to by the individual in writing (2) Required for use in an eviction proceeding or (3) Otherwise required by applicable law.



Expert Knowledge - Exceptional Service

YOUR RIGHTS
Tenant Grievance and Appeals
(For Subsidized Housing Programs)

If you, the tenant, have a dispute with an action having been taken by the Owner, or failure to act, according to the lease regulations which results or may result in denial, significant reduction, or termination of benefits (other than eviction by judicial action pursuant to State or Local law) upon request you will be provided with a copy of the Tenant Grievance and Appeals Procedures by your Resident Manager or the Management Office in Highland, IL. You will also find the Tenant Grievance and Appeals Procedures posted in the common areas of your building. The Tenant Grievance and Appeals Procedures set forth your rights with respect to attempting to resolve certain grievances or problems that you have had with management.

In responding to tenant complaints, the landlord shall respond, in writing within 24 hours of receipt of the tenant's complaint. If the tenant is not satisfied with the landlord's written response, tenant is entitled to exercise the grievance and appeal process referenced above.

Other rights include, but are not limited to:

- The right to live in decent, safe and sanitary housing.
- The right to have repairs performed in a timely manner, upon request, and to have a qualified maintenance program run by management.
- The right to be given reasonable notice, in writing, of a non-emergency inspection or other entry into your apartment.
- The right to equal and fair treatment and use of your building's services and facilities without regard to race, color, religion, gender, disability, familial status (children under 18), national origin, ethnicity or language or age.
- You have the right to become involved in a Tenant Organization.

Tenants May Request Reasonable Accommodations

Tenants may request a "reasonable accommodation" as defined by the Americans with Disabilities Act. In order to request such an accommodation, Tenant must provide Landlord a written request from a qualified healthcare professional, outlining the need for the accommodation, and how best to accomplish that accommodation. Landlord shall have 10 days to respond to that written request. If the tenant is not satisfied with that response, Tenant may file a grievance as more fully described above.

Notice of No Agency Relationship

In accordance with the Illinois Real Estate License Act, Tenant is notified that Terra Properties, Inc. (Management) is NOT the agent of the Tenant, but rather has a customer service relationship with Tenant. Management is the agent of Property Owner and, as such, has certain legal obligations to act in the best interests of the Property Owner.

Residents agree to indemnify and hold harmless Management/the Property/the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Property may sustain or incur as a result of the negligence of Residents or any guest or other person living in, occupying, or using the Leased Premises.

I/WE HAVE READ AND UNDERSTAND THE CONTENT OF THIS HANDBOOK:

Dated this _____ day of _____, 20____

By: _____
Terra Properties Inc. (managing agent)

Tenant

Co-Tenant

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Terra Properties Inc. is an equal opportunity provider.

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Light Purple

