



**Clark Ridge
Professionally Managed by NHE, Inc.**

PUBLIC HOUSING LEASE ADDENDUM

This LEASE ADDENDUM (“Addendum”) is made and entered into this _____ day of _____, _____, by Clark Ridge, Owner, through its Agent, NHE, Inc. (hereinafter referred to as “Management”) and _____ (hereinafter referred to as “Resident”). If there is any conflict between this Addendum and the provisions of the Lease, the terms of this Addendum shall control the extent of any such conflict.

WHEREAS, Management and Resident have entered into a Lease dated _____ and _____

WHEREAS, Management and Resident desire to make this Addendum a part of that Lease;

NOW THEREFORE, Management and the Resident additionally agree as follows:

1. SETTING RESIDENT’S RENT AND APARTMENT SIZE

Applicable law and Management’s policy currently sets Resident’s payments for rent and utilities at (i) thirty percent (30%) of Resident’s “adjusted income” (as defined by HUD Rules), subject to certain minimum and maximum limits; or (ii) a flat rent based on the market value of the apartment. However, the guidelines described in the preceding sentence may be changed from time to time, and Resident’s payments may be adjusted accordingly.

At least once a year, Resident must meet with Management. Management will send a letter setting up the meeting(s). At Management’s discretion, more than one meeting may be required annually. Resident understands that the annual re-examination must be completed at least thirty (30) days prior to Lease anniversary date.

At each meeting, Resident must: (i) tell Management everyone who lives with Resident and their ages; (ii) tell Management about all the income Resident or Resident’s family receives; (iii) tell where the money comes from and provide proof of this income. If requested, Resident must return to the Management Office to sign papers or provide additional information. Management will then give or mail Resident a “Notice of Lease Amendment.” It will also show the new rent.

Management has rules about how many people may live in a certain size apartment. If Resident’s family size changes and if Resident requests a transfer, Management will tell Resident if Resident needs a different size apartment. Resident must move to an apartment of the right size if available. Management must notify Resident in writing as least thirty (30) days before Resident must move to the correct size apartment.

If something happens to the person in Resident's family is listed as the "Head of Household" on the lease application, another adult in Resident's family, provided he or she is in lease compliance, will automatically have an opportunity to apply as a residual family member to become the replacement "Head of Household."

Resident must tell Management the truth about Resident's family income and size. If Resident is not truthful about Resident family's income and size, Management can terminate the Lease and refuse to renew the lease or evict Resident's family in compliance with the lease termination procedures.

A. Rent Calculation Methods

Each resident shall have the right to select one or two methods by which Management will determine the rent. The selection is in the Resident's option and will be made at the time the Resident initially leases with Management or at his/her annual reexamination and corresponding lease renewal. [Initial one:]

____ **Income-based Method.** The rent indicated above is based on the income and other information reported to Management by the Resident.

____ **Flat Rent Method.** This rent indicated above is based on the Management-determined flat rent for the apartment.

B. Change in Rent Calculation Method

Resident may change the rent calculation method at any reexamination and corresponding renewal. Families who have chosen the Flat Rent may request a change from Flat Rent to Income-based rent in between reexaminations only if Resident shows that the family is unable to pay the Flat Rent Method amount because of financial hardship. Such financial hardships must arise from: (i) situations in which the income of the family has decreased because of changed circumstances, (ii) loss or reduction of employment, (iii) death in the family, (iv) reduction in or loss of income or other assistance, as long as the loss or reduction was not because of the fraud of any family member, (v) increase in the family's expenses for medical costs, child care, transportation, education or similar items, (vi) other serious or catastrophic financial situations as specifically approved by Management. Otherwise, a family may request to make the change one time during any twelve (12) month period. Any such reporting and request for change must be made within ten (10) days of the date of the change of circumstances or financial conditions and must be in writing.

2. OTHER RENT CHANGES

A. Interim Rent Adjustments For Income-Based Rent Paying Resident

Any Resident who is paying rent based on a percentage of income must report and assist in verifying any change in income within ten (10) days of the change. Resident acknowledges that no change in rent will occur until Management verifies the circumstances requiring the change. Some of the changes include:

- An increase or decrease in the annual income of the family members;

- Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- Handicapped assistance expenses which enable a family member to work;
- Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance;
- A family member moves in or out;
- A family member receives income from a new job;
- Management finds out that Resident did not properly report the income of the Resident's household;
- The United States Congress or the United States Department of Housing and Urban Development ("HUD") changes the amount that Management may charge for rent; or
- Other family change that impacts the adjusted income of the family.

B. Effective Date of Rent Change

Management will give Resident a written notice of any change in the Resident's rent. The notice shall be signed by Management and state the new amount the Resident is required to pay and the effective date of the new rental amount. Once the new rental rate is established, it shall remain in effect until the next reexamination or renewal, unless another interim review and change is warranted or the Resident elects to change to or from the Flat Rent Method.

1. Rent Decreases

Management will process rent decreases so that the lower rent amount becomes effective on the first day of the month after Resident reports, in writing, and provides proof to Management of the change in household circumstances or income.

2. Rent Increases

Management will process rent increases so that the higher rent becomes effective on the first day of the second month after the circumstances supporting the increase in rent was reported, or should have been reported by Resident to Management. The rent will increase for the first day following the month the increase should have been reported in those cases of resident misrepresentation, failure to report change in family composition, or failure to report increase on a timely basis.

c. Welfare TANF Rent Changes

Pursuant to HUD regulations, and notwithstanding the provisions listed above regarding the reduction of rent, Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an

act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had the family complied with the welfare requirements or had the family not committed an act of fraud.

D. Underpayment of Rent (“Retro-rent”)

Resident hereby agrees to pay the difference between the rent that was paid and the greater amount of rent that should have been charged if: (i) Resident had provided proper and timely notice (that is, within ten (10) days of the change) of an income change to Management; and/or (ii) Resident had not provided improper or erroneous income related information at admission or at an annual, special, periodic or interim reexamination or review; and/or (iii) if resident was on a temporary rent which was too low. The amount of this rent is called “Retro-rent”. If Management determines that the Retro-rent amount occurred innocently or by mistake, Resident will be allowed to pay back the Retro-rent amount by first paying twenty-five percent (25%) of the outstanding total and the balance in equal installments over the next six (6) months. Resident and Management must sign a repayment agreement documenting the repayment arrangements.

Such Retro-rent repayment must begin no later than the first day of the second month after Resident gets a notice concerning the Retro-rent. If the Retro-rent occurred through fraud of the deceit or misrepresentation of Resident, Resident shall, in Management’s opinion, pay the entire amount of the Retro-rent immediately (i.e. within 10 days). Resident shall also be subject to the termination or nonrenewal of the Lease and the potential referral of the matter to applicable federal, state and county authorities. Notwithstanding the above, if a Resident, or family member, fails to report annual gross income in the total amount of \$2,500 or more, Management will consider such a failure as deliberate misrepresentation and the Resident will be subject to lease termination and/or the nonrenewal of the lease.

E. Overpayment of Rent (“Retro-credit”)

Resident hereby agrees and acknowledges that if Resident has paid too much for rent, Clark Ridge will give Resident credit for the extra amount paid. This is called a “Retro-credit”. No Retro-credit will be given for any time period between the time Resident should have reported the change and the time the change was actually reported to Clark Ridge, or for any period of time prior to timely reporting excludable income pursuant to Paragraph 3 (B). All Retro-credits will go toward Resident’s future rent and other charges and will be credited the month after the Retro-credit is verified.

F. Temporary Rent

Sometimes it may be impossible or difficult for Management to set the rent for the whole year because verification is incomplete. If this happens, Management will determine an estimated fair amount of rent for Resident to pay for not more than two (2) months after a recertification date. Later, Management will determine the

precise amount that Resident's rent should have been and Resident agrees to pay the Retro-rent, or receive a Retro-credit in accordance with this Lease Addendum.

G. Late Fees

Any late fees or charges, including but not necessarily limited to those described in Section 4 and Section 5 of the Lease, will be due within two (2) weeks after written notice is provided.

3. RE-EXAMINATION

At least once a year, unless waived in writing by Management, Resident must meet with Management so that Management can review Resident's rent, family composition, housekeeping, community service (if applicable), and lease compliance status. Management will send a letter setting up the meeting. At Management's discretion, more than one meeting may be required annually. Resident understands that Resident's annual examination must be completed thirty (30) days prior to Resident's anniversary date.

A. Minimum Reexamination Requirements

Each reexamination will include: (i) a review of Resident's community service participation of 8 hours per month (if applicable); (ii) a criminal history background check of Resident and family or household members 16 years of age and older; (iii) a review of names and ages; (iv) declaration and proof of income related information (for Income-based Method Residents only); (v) Resident's election of the rent calculation method, (vi) Resident's new rent and security deposit; (vii) Resident's housekeeping efforts; (viii) Resident's lease compliance; (ix) Resident's participation in Management's Employment Training Program (if applicable); and (x) any other applicable components of the reexamination process of Management.

B. Determination of Annual Income

For those residents paying rent based on the income of the family. Management will verify the income-related and other information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual reexamination, Management shall advise Resident of any income that will be excluded from consideration. Increased earnings due to new employment shall be excluded during the twelve (12) month period following hire for families, who report the new job within ten (10) days of starting the new job and are otherwise in accordance with Management's procedures on new job income, and whose income has increased because of: (i) the employment of a family member who was previously unemployed for one or more years; (ii) participation in a self-sufficiency program; (iii) assistance by a State TANF program within the last six (6) months. Residents paying rent based on income may meet with Management to discuss any change in rent resulting from the reexamination process; and if Resident does not agree with the determination of Resident's rent, Resident may request a hearing in accordance with Management's Grievance Procedures.

4. SECURITY DEPOSITS

Resident will pay a fixed security deposit of \$250.00. Resident must pay this when Resident signs the Lease. In case of financial hardship, and full payment cannot be made, the Management may accept partial payment of \$50.00 toward the Security Deposit, with the balance due within ninety (90) days. Management shall retain the Security Deposit during the term of this Agreement, and any subsequent renewals. Management can deduct from the Security Deposit charges for damages “beyond normal wear and tear” to the apartment and for any missing fixtures, appliances, furnishings and damage to common areas attributable to the Resident. Notice of all charges to be deducted from the Security Deposit will be given to the Resident by Management and the Resident will be responsible for the balances due. Resident’s security deposit is secured by US Bank.

5. UTILITIES

Resident agrees to obtain services from the utility provider and keep the utility bills current. Failure to obtain or maintain utilities in resident’s apartment will be grounds for the termination or non-renewal of the Lease. The Resident’s rent will be reduced by an allowance for utilities, at the amount determined by Management.

6. FAMILY SELF-SUFFICIENCY PROGRAM / COMMUNITY SERVICE ACTIVITY

Resident understands that in order to occupy the unit, Resident must enroll in, participate in and adequately work toward the completion of an economic Self-Sufficiency Program (the “Program”) or participate in a Community Service activity (for at least 8 hours per month) as such are implemented by Management, except to the extent Resident is exempt from participation in the Program or Community Service activity under the terms of the pertinent HUD regulations. Resident further understands that failure to participate in the Community Service activity or the Program or to follow through, in accordance with the Program or activity, will result in the non-renewal of the Resident’s Lease.

7. WHO CAN VISIT AND WHO CAN MOVE IN

Resident may have guests. A guest is a person who is not named in the lease. Guests must follow all Management rules and Resident is responsible for the actions of Resident’s guest. Resident must get written permission from the Business Manager for any guest who stays more than two (2) consecutive weeks. Resident also understands that during any twelve (12) month period the total number of days Resident may have overnight guests is thirty (30) days. Except as allowed in this Paragraph 7, Resident may not provide shelter (even if it is temporary) for friends or family members. Resident must inform Management concerning an addition to the household by birth, adoption or foster care. The family must request permission to add any other family member. The requirement for a live-in aide must be documented and recommended by a medical doctor before the live-in aide can move in. Any of these time periods can be reasonably extended in writing at the discretion of Management.

8. MANAGEMENT REPRESENTATIONS AND OBLIGATIONS

Management strives to provide a community where residents can live comfortably and pursue their economic, social and life goals in a vibrant community. Towards this end, Management represents and agrees to:

- A. Reasonably maintain the buildings, facilities, grounds and common area of the community, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition. Management assumes no liability for damage caused by the criminal acts of a third party;
- B. Reasonably maintain the electrical, plumbing, sanitary, heating, ventilating and other facilities, fixtures and appliances, including elevators, which are required to be supplied by Management, in good working order;
- C. Comply with the requirements of applicable building codes, housing codes, fire codes and the regulations of HUD that materially affect health and safety;
- D. Management must make necessary repairs in and to Resident's apartment. Management will usually pay for these repairs unless the repairs are beyond the normal "wear and tear" and are caused by the actions of the Resident or Resident's household members or guests;
- E. Supply running water and reasonable amounts of hot water and heat (at appropriate times of the year according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection or where the interruption is beyond Management's control;
- F. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the apartment by Resident;
- G. Provide the apartment with a stove and refrigerator;
- H. Provide regular extermination service generally at no additional cost to Resident, if Resident is cooperating with the extermination program;
- I. Notify Resident in writing of any proposed adverse action. "Adverse action" includes, but is not limited to, rent adjustments, a proposed Lease termination, transfer or charges for maintenance and repair. If Resident has the right to hearing under Management's Grievance Procedure concerning a proposed adverse action, Management will inform Resident of that right to request a hearing. When Resident has the right to invoke a Grievance Procedure, Management will not take a proposed adverse action until the time for Resident to request a grievance hearing has expired, or the grievance process has been completed;
- J. Notify the U.S. Post Office of any eviction for illegal or drug-related activity;
- K. Allow Resident reasonable access to Resident's resident file;
- L. Reasonably satisfy Management's other obligations outlined in the Lease.
- M. Management will use reasonable efforts to assist individuals with disabilities according to the Greenville Housing Authority's accessibility policy contained in ACOP.

9. RESIDENT'S REPRESENTATIONS, RESPONSIBILITIES AND OBLIGATIONS

Resident acknowledges that the success of the community is directly related to residents meeting their individual and collective responsibilities and commitments towards a vibrant community where Residents are economically self-sufficient. Towards this end,

Resident represents and agrees that Resident and Resident's household commit to following and meeting the responsibilities and obligations listed below:

- A. **Accessible Apartment:** Resident(s) acknowledges and agrees that if Resident is living in a handicapped accessible apartment when Resident moves in, and Resident's family does not require such an apartment and at a later time someone with a disability requires Resident's apartment, Resident will be given thirty (30) days to move to another apartment that is not handicapped accessible apartment, at Management's cost;
- B. **Conduct Responsibilities:** Resident will be responsible for Resident's conduct and the conduct of family or Resident, family members guests or visitors to undertake any hazardous acts or do anything that will damage the environment of the development nor disturb Resident's neighbors, other residents or the community;
- C. **Cleanliness of Apartment:** Resident will keep his or her apartment and yard clean, neat and safe. Resident agrees that Resident's household will use good housekeeping habits such that Resident's apartment may pass Housing Quality Standards ("HQS"), Uniform Conditions Inspection Standards ("UPCS") and housekeeping inspections of Management and HUD. Resident also agrees to meet Management's minimum Uniform Resident Housekeeping Standards as a further condition and obligation under this Lease. Resident agrees that Management is entitled to inspect Resident's apartment on a random, periodic or intermediate basis every 30 – 60 days to determine if Resident is complying with Resident's obligation for good housekeeping, HQS compliance and with the other terms of the Lease.
- D. **Criminal and other Harmful Activity:** Neither Resident, nor any member of Resident's household, employees, guests, nor visitors will do the following:
 1. Engage in any criminal activity, including drug-related criminal activity, in Resident's apartment, in the common areas, in other apartments on or near this community, or on or near any public housing premises, or anywhere else. This includes but not limited to, cases where: (i) the covered person has engaged in drug trafficking; and/or (ii) a covered person has engaged in illegal drug use (including cases where Management determines that illegal drug use or a pattern of illegal drug use by a household member may threaten the health or safety of, or the right to the peaceful enjoyment of the premises by, other residents); and/or (iii) any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
 - a) The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession (with the intent to manufacture, sell, distribute or use) of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. §802) or comparable state law;
 - b) The term "public housing premises" means any public housing wherever located including, but not limited to, any mixed-finance,

mixed-income community, or any community in which apartments are reserved for public housing eligible families.

- c) The term: “before covered person” means Resident, any member of the Resident’s household, a guest, visitor or any other person under Resident’s control.
2. Sell, manufacture, use or possess explosives;
3. Sell, manufacture, use or possess illegal firearms or dangerous weapons which are unregistered or use firearms or dangerous weapons in an illegal way or store or display guns or dangerous weapons in violation of any applicable local, state or federal laws.
4. Manufacture illegal alcoholic beverages or sell alcoholic beverages;
5. Intentionally inflict injury to the agents of Management, or other residents, or threaten to inflict such injury;
6. Intentionally damage, mar, mark on, or put graffiti on the property of Management or others or threaten to inflict such damage;
7. Drink alcoholic beverages on the streets, sidewalks, alleyways, parking areas , or other open areas operated and controlled by Management;
8. Smoke in any Management interior common space, including but not limited to, management offices, shops and maintenance offices, building lobbies, lounges, elevators, community centers, gymnasiums, arts and crafts rooms and bathrooms;
9. Threaten or harass Management employees, management staff, maintenance staff, Management contractors, Management agents, Management commissioners or any other resident either orally or in writing;
10. Interfere with Management’s employee, commissioners or agents in the performance of their duties;
11. Vandalize the property of other residents or Management property;
12. Flee or be fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
13. Violate a condition of probation or parole imposed under Federal or State law (only applies to Resident and Resident’s household);
14. Abuse alcohol, or any controlled substance, to show a pattern of abuse of alcohol or any controlled substance. If Resident’s (or any family or household member’s) abuse or pattern of abuse of alcohol or any controlled substance causes Resident (or any family or household member) to interfere with the health, safety or right to peaceful enjoyment of premises by other residents of the development, Resident’s lease will be terminated or not renewed. Resident, and all household or family members, also agree to sign a release allowing Management to obtain written medical information regarding the Residents, and all household or family members, use or treatment for illegal substances; and
15. Fail to report criminal activity that has occurred on the property and of which Resident has direct knowledge.

- E. **Disclosure of Income Matching Information** Resident acknowledges and agrees to promptly disclose (i.e., to management within ten (10) days of receipt) the letter and other information Resident, or any member of Resident's household, receives from HUD or the Housing Authority of the City of Greenville, regarding Resident household income (either under HUD's income verification initiative or otherwise);
- F. **Extermination, HOS, Housekeeping** Resident will cooperate with Management's extermination, HQS and Housekeeping programs. Resident must keep Resident's apartment, and the entrances to Resident's apartment, clean and clear from clutter or other unsafe, unsanitary or undesirable conditions at all times;
- G. **Fires** Resident shall prevent fires and report any fires, which might occur to Management right away. Resident shall clean Resident's apartment if it is damaged by smoke or if repairs must be made. Resident will have to pay for damages if the fire is Resident's fault and Resident's Lease can be terminated or not renewed if Resident, any family member, guest or visitor caused a fire in Resident's apartment or any property owned by Management;
- H. **Garbage Removal** Resident shall remove garbage and other waste and rubbish from the apartment in a clean, timely and safe manner. Resident will not have garbage cans outside of Resident's apartment;
- I. **General Resident Cooperation** Resident must cooperate with Management to solve problems to facilitate the provision of services or Management's management personnel and Management's contractors;
- J. **Government Rules** Resident will observe and obey all government rules about health and safety in the development. Resident must obey all laws, regulations and ordinances and make sure that all the other people in the Resident's household obey these laws, regulations and ordinances. Resident must not allow Resident's visitors or guests to break any laws, regulations or ordinances while they are visiting Resident. Moreover, Resident shall comply with all obligation imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety;
- K. **House Rules and ACOP** Resident will follow all Resident and family obligations and responsibilities, Management rules in this Lease, the Community Rules & Regulations ("House Rules"), and the policies of the Housing Management Plan, all of which are a part of this Lease, and hereby incorporated herein, by reference. Resident acknowledges and agrees, that the House Rules, although a part of the Lease, may be modified by Management from time to time provided that Resident receives written notice of the proposed change(s), reason(s) for the change(s) and an opportunity to submit written comments during the thirty (30) day comment period, at least, thirty (30) days before the proposed effective date of the change in the Rule. Existing House Rules are available in the Management Office and are attached to and incorporated by reference in this Lease;
- L. **Insurance** Resident understands and agrees that all property placed on the premises by Resident, family or household members shall be at Resident's own risk, and Management shall not be liable to Resident, Resident's family, employees, guests or visitors for any damage, loss, theft or destruction unless

caused by the negligence of Management. Resident is responsible for obtaining insurance on Resident's furniture and other personal property, if desired;

- M. **Litter/Grass** Resident is responsible for the cleanliness of the area around Resident's apartment. Resident shall not litter the grounds or common areas of the community and will pick-up trash and litter in front of Resident's apartment. Resident will not destroy the plants and sod or grass around Resident's apartment;
- N. **Orientation** Prior to moving into Resident's apartment, Resident must successfully complete any orientation or training course offered by Management;
- O. **Parking** Resident will not park or store any unregistered or un-inspected vehicle on the property or park any vehicle in any unauthorized location. Resident will secure a Management parking decal and otherwise comply with Management's Parking Policy when Resident parks any motor vehicle on the property. Resident will not wash or repair Resident's car, truck, bus, boat or van on Management property nor allow Resident's family members, visitors or others under Resident's control to do so;
- P. **Pets** Pets may only be kept according to Management's Pet Policy unless the pet is considered an assistance animal or unless the pet is owned by an individual who resides in an elderly or disabled designated building. Resident must not keep a pet in, around or on Resident's apartment yard, or any common area of the community, unless Resident strictly complies with Management's Pet Policy and Pet Policy Addendum;
- Q. **Reasonable Accommodations** Resident will request reasonable accommodation of a household member who has a disability if the disability prevents the household member from fully benefiting from Management's public housing program;
- R. **Repairs and Damages** Resident will notify Management of any damage to, or problems with the plumbing, fixtures, appliances, heating equipment or any other part of the apartment or related facilities. Resident will cooperate with Management in fixing repairs including any repairs required by preventative and routine maintenance of Resident's apartment or the community, including moving Resident's personal belongings out of the way when Management workers come to do work in Resident's apartment. Resident shall pay reasonable charges for the repair of damages other than normal "wear and tear" to the apartment, community buildings, facilities or common areas caused by the Resident, his or her household, visitors or guests, and to do so within thirty (30) days after the receipt of Management's itemized statement of the repair charges. The Maintenance Charge Schedule is posted in the Management Office and Resident agrees that Management may use that Schedule in calculating the amount due for the damages. If an item is not listed on the Schedule, Resident shall be charged, and Resident agrees to pay the actual cost Management incurred;
- S. **Restriction on Alterations** Resident agrees that Resident will not make any of the following alterations to the apartment without first obtaining Management's written permission;
 - 1. Dismantle, change or remove any part of the appliances, fixtures or equipment in the apartment;
 - 2. Paint or install wallpaper or contact paper in the apartment;

3. Attach awnings or window guards in the apartment
 4. Attach or place any fixtures, signs or fences on the building(s) , the common areas, or the property grounds;
 5. Attach any shelves, screen doors, or other permanent improvements in the apartment;
 6. Install or alter carpeting, resurface floors or alter woodwork;
 7. Install non-portable fans, heaters, extension telephones, dishwashers, satellite disc(s), TV antenna or air conditioners;
 8. Place any aerials, antennas or other electrical connections on the apartment;
 9. Display any signs, use tacks, nails, screws, fasteners or floor coverings in Resident's apartment; or
 10. Install additional or different locks or gates on any doors or windows of the apartment.
- t. **School Attendance** Resident will ensure that all of the school aged children named on the Lease attend school regularly and if Resident fails to do this Resident's Lease may be terminated or subject to non-renewal in accordance with Section 12.B if this Lease Addendum.
- u. **Small Scale in-Home Business** Resident must obtain Management's written permission to operate a small-scale in home business in Resident's apartment;
- v. **Transfers** Resident shall move from Resident's unit, if Resident is asked to move from Resident's unit under Management's Transfer Policy or Relocation Policy and suitable offers under the Transfer Policy or Relocation Policy have been made to Resident. The transfer policy makes clear which transfers are mandatory and which are optional. If Resident fails to move pursuant to a mandatory transfer, Resident will be evicted;
- w. **Trespass Warrants** Resident agrees not to invite on the premises or the Resident's apartment anyone who, to Resident's knowledge: (i) has been barred from the property; (ii) has been issued a trespass warrant; (iii) has engaged in criminal activity or other activity that adversely affects the health, safety and peaceful enjoyment of the Community and whose criminal activity or other activity has not been adjudicated in a court of law; (iv) is currently engaging in criminal activity;
- x. **Unsafe Conditions** Resident will notify Management immediately about any unsafe or emergency conditions in Resident's apartment or in the Community. If the apartment is rendered uninhabitable, regardless of cause, Resident shall immediately notify Management of the apartment's condition. Resident agrees to accept Management alternative emergency accommodations, if available, when necessary repairs cannot be made within a short time and Resident cannot stay in the apartment in its damaged condition. If Resident refuses Management's emergency accommodations Resident will have to secure Resident's own accommodations at no charge to Management. If Resident, household members, visitors or guests cause the damage, the reasonable cost of the repairs shall be charged to Resident. Management shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time; however, no abatement of rent shall occur if the

Resident rejects the alternative accommodations or if the resident, Resident's household, visitors or guests caused the damage; and

- y. **Use of Property** Resident will use all Management's property, equipment, appliances, and fixtures in a safe and proper manner and only for the purposes for which they are intended. Resident will also use the apartment solely as a private dwelling for the Resident and Resident's household, as identified in the Lease, and not to use or permit its use for any other purpose.

10. RESIDENT SERVICES

Resident hereby acknowledges that Management is making available to Management residents, supportive services programs and assistance. Such services are designed to assist residents with problems or concerns that may hinder residents from enjoying economic self-sufficiency. Resident agrees and acknowledges that it is Resident's responsibility to access such services by contacting the Management Office or the onsite Social Services staff (if applicable).

11. NOTICES TO RESIDENT AND MANAGEMENT

All notices by Management to the Resident must be in writing and will normally give Resident not less than a forty-eight (48) hour notice of any action Management will take. Notices can be: (i) hand delivered to Resident; (ii) hand delivered to an adult who lives at the apartment; (iii) attached (in the presence of a witness) to front door of Resident's apartment; (iv) slipped under or through (in the presence of a witness) the front door of Resident's apartment; (v) sent by first class mail postage prepaid, properly addressed to Resident's apartment; or (vi) sent by certified mail return receipt requested postage prepaid properly addressed to Resident's apartment; or (vii) any combination of these methods. Resident and Management agree that any notice hand delivered, attached or slipped under or through the front door shall be received by the Resident as of the date of the notice. Any notice mailed to the Resident shall be deemed received three (3) days after the date of mailing.

All notices by the Resident to Management should likewise be in writing and delivered personally, by first class mail or certified mail, return receipt requested, postage pre-paid and properly addressed, to the Management Office of the Community.

Notices must be given in one of these ways except for notices of repairs, emergency inspections and transfer or relocation offers. These notices may be given by telephone or in person.

12. ENDING THE LEASE:

A. Resident Can End the Lease

Subject to Management's rights contained in the lease, Resident can end the Lease at the end of the Lease or at any time thereafter, by giving at least thirty (30) days' written notice before Resident moves out. (Management may allow Resident to give less than thirty (30) days' notice and if Management does, it will give Resident that permission in writing). Resident will sign a form saying that Resident is going to move. Management and Resident will inspect the apartment.

If Management charges Resident for any damage, Management must give Resident a list. The list must tell Resident the damage and cost to repair. If Resident agrees with the list, Resident must sign the list. If Resident does not agree with the list, Resident will tell Management what is wrong with it. Management and Resident will then try to agree on a new list. If Management and Resident agree on the new list, Resident will sign it.

If Resident does not tell Management that Resident is moving, Management will still inspect Resident's apartment after the move, make a list of damages, if any, and send Resident a bill for damages and other money Resident owes Management. Resident can attend the move-out inspection if Resident wants to.

B. Lease Termination by Management

Management will terminate this Lease in accordance with applicable HUD regulations, State and local law, and the terms of this Lease. Management will terminate the Lease, or refuse to renew the Lease, for a serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

1. Failure to pay rent or other charges when due
2. Causing serious damage (exceeding \$500.00) to an apartment or common area;
3. Causing danger or serious problems for other residents or the agents of Management;
4. Criminal activity and drug-related criminal activity by Resident or any member of Resident's agents, guests or visitors on the premises;
5. Criminal activity and drug-related criminal activity by Resident or any member of Resident's household whether such activity occurs in Resident's apartment, in the community where Resident's apartment is located on any public housing premises, or anywhere else. Unless otherwise provided by law, proof of a violation shall not require criminal conviction, but shall be by a preponderance of the evidence;
6. Any activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees or agents of **Clark Ridge**;
7. A serious or material violation of any of the Resident's Representations, Responsibilities and Obligations set forth in Paragraph 9(D), (E), (F), (G), (H), (I), (J), (K), (L), (M), (N), (O), (P), (Q), (R), (S), (T), (U), (V), (W), (X), (Y), (Z), (AA) of this Lease;
8. Assignment or subleasing of the premises or providing accommodation for boarders, lodgers or other unauthorized occupants;
9. An act or acts of destruction, defacement or removal of any part of the premises or failure to cause guests or visitors to refrain from such acts;
10. Failure to preform, at least, eight (8) hours per month in community service or be exempted there from;
11. Determination or discovery that Resident or a member of Resident's household is required to register or is registered on any Federal, State or local sex offender register;

12. Determination that any of the Certifications made in Paragraph 13 are false, misleading or untrue;
13. Receipt of two (2) warrants for nonpayment of rent or other charges within a twelve (12) month period;
14. Serious or repeated violations of any of the Resident's Representations, Responsibilities and Obligations listed in Paragraph 9, which are not enumerated in Paragraph 12(8)(7), above;
15. Declaration of Truancy by the Juvenile Court made against a child listed on Resident's Lease;
16. Furnishing false, misrepresented or misleading information during the application, transfer, relocation, reexamination or any review or verification process;
17. Failure to allow inspection of Resident's apartment;
18. Violation of Visitor and Guest and/or Authorized Occupant provisions set forth in Paragraph 7 of this Lease;
19. Consistent failure to pay Resident's rent on time. "Consistent failure" means that Resident has paid Resident's rent late three (3) or more times during a twelve (12) month period;
20. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Reexaminations, to attend scheduled reexamination appointments, to cooperate in the verification process, or to notify Management of any change(s) of family status or income;
21. Any other good cause.

Resident must move out of Resident's apartment if Management terminates Resident's Lease. If Management terminates Resident's Lease and Resident refuses to leave, Management will file a dispossessory action in the appropriate court seeking to evict Resident. If Management is successful in its court action against the Resident, Resident agrees to pay Management's reasonable attorney's fees and costs of suit.

c. Notice of Lease Termination

Management must give Resident written notice if the Lease is being ended. This notice is called a termination notice. **There are four kinds of termination notices:**

1. Fourteen (14) days' written notice if Resident gets behind in the "rent";
2. Seven (7) days' notice for conduct that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premise of other residents or employees of Management, or any drug-related criminal activity in or near any Management premise. Without a right to grievance hearing;
3. Seven (7) days' written notice where there is a danger to the health or safety of other residents or Management employees, with a right to a grievance hearing;

4. Thirty (30) days' written notice for all other causes, including nonpayment of charges other than "rent" with the rights to a grievance hearing.

The termination notice that Management gives must state the reason for ending the Lease or evicting Resident. It must also tell Resident that Resident can give Resident's side of the story or such other answer as Resident wants. It must also tell Resident of Resident's right in some cases to ask for a hearing under the "Grievance Procedures." The Grievance Procedure is posted in the Management Office. It is part of this Lease. If what Resident has done can be corrected and if Resident corrects whatever is wrong, Management may, in its sole discretion, decide not to evict Resident.

D. Lease Termination due to Death or Incapacity of Resident

Upon the death of the Resident, either Management or the personal representative of the Resident's estate may terminate this Lease upon thirty (30) days written notice, to be effective on the last day of a calendar month.

If full notice is not given, the Resident's estate shall be liable for the rent to the end of the notice period or to the date that unit is re-rented, whichever date comes first. The termination of a Lease under this Paragraph shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amount necessary to restore the apartment to its condition at the beginning of the Resident's occupancy, normal wear and tear accepted.

If during the term of this Lease, Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease, or requires services beyond the fundamental nature of Management's public housing assisted program, taking into consideration reasonable accommodations that can be offered by Management to Resident, and Management cannot make a reasonable accommodation to enable the Resident to comply with the Lease, then action shall be taken to terminate the Lease. Management will use its reasonable efforts to assist Resident or designated member(s) of Resident's family to move.

E. Automatic Renewal

The Lease is automatically renewable for an additional 12-month period unless the Resident violates the community service or economic self-sufficiency provisions described in this addendum or the Resident is subject to good cause eviction under the terms of this lease.

13. HOW TO SETTLE DISAGREEMENTS BETWEEN MANAGEMENT AND RESIDENT (GRIEVANCE PROCEDURE)

Management and Resident might not agree about what Management or Resident must or must not do. If this happens, disagreements may be submitted to and settled by the Grievance Procedure.

Resident can get a copy of the Grievance Procedure from the Management Office. It is also incorporated by reference to this Lease Addendum and made a part thereof.

Even if Resident is in disagreement with Management, Resident must continue to pay the rent or other charges as required in the Grievance Procedure.

14. EXPLANATION OF LEASE ADDENDUM

Resident may not sign this Addendum or the Lease UNLESS Management has gone over the Addendum and the Lease with Resident and Management has answered all of Resident's questions about the Lease and Addendum to Resident's satisfaction. By signing this Lease, Resident is saying that Management has gone over the lease with Resident. Resident understands that Resident has the option of consulting an attorney to discuss and clarify, if necessary the terms of the Lease and the Addendum. Resident understands that this Lease, including the Addendum, is an agreement between Resident and Management and that it is a legally binding contract between Management and Resident, and Resident understands that Resident is bound by the terms of the Lease, including the Addendum.

15. TRANSFORMATION

A. Circumstances for Transformation

Resident understands that the unit is available to the Resident only because of the assistance payments made by the Housing Authority of the City of Greenville, South Carolina ("TGHA") which allow the Landlord to offer the unit to the Resident at a rent level that is less than the market (unsubsidized) rent which would otherwise be due on this unit. If such assistance payments terminate or are substantially reduced under certain circumstances outlined in a Regulatory and Operating Agreement between the Landlord and TGHA, the Landlord shall have the right (notwithstanding any other provision of this Lease) to raise the rent under this Lease to the market level upon thirty (30) days' notice and, upon Landlord arrangement with TGHA, the availability to the Resident of replacement housing.

B. Owner and TGHA Responsibilities

For purposes of this Paragraph 15, replacement housing made available to Resident shall include one or both of the following forms:

1. Any other available appropriately sized unit in the housing inventory of TGHA which meets state or federal, whichever is more stringent, habitability standards; or
2. A rental voucher under Section 8 of the U.S. Housing Act of 1937, as amended if any such certificate or voucher is then available for allocation by TGHA to be used by the Resident to obtain another unit of housing.

Management will make a good faith effort to assist any Resident accepting a Section 8 voucher under this Paragraph 15 to locate an acceptable unit. Landlord will be responsible for reasonable relocation costs of Resident. Resident will not be required to move unless TGHA has offered Resident a suitable and comparable Section 8 or public housing unit.

In the event that HUD promulgates any other relocation requirement, Management will comply with those requirements in assisting Resident.

c. Transformation Procedure

Resident shall be given thirty (30) days' advance written notice of the rent increase and of the availability of a suitably sized unit or Section 8 voucher prior to the effective date of any rent increase or obligation to move. The Resident must deliver a response to Management, in writing, within ten (10) days of receiving the Notice of Rent Increase/Offer of Unit Availability, and must state the Resident's intention to pay the additional rent or to move to an appropriately sized unit within thirty (30) days. Resident's failure to respond to a notice/offer within ten (10) days will be considered a rejection and grounds for lease termination, as will be any subsequent failure to pay the increased rent of complete move.

d. Legal Requirements

Any lease termination proceedings will be subject to all applicable federal, state or local statutes, regulations and rules, including without limitation Public Housing Requirements. Notwithstanding the foregoing, any and all actions authorized under this Paragraph 15 shall be governed by the Uniform Relocation Act, as amended, and its implicating regulations thereunder. If a conflict arises between the agreement made by Resident under this Paragraph 15 and Public Housing Requirements and all applicable local, state and federal statutes, regulations, and rules, including those promulgated by HUD, the provisions of Public Housing Requirements and/or applicable statutes, regulations and rules shall govern.

16. MISCELLANEOUS PROVISIONS

A. Conflict

If there is any conflict between the provisions of the Lease of this Addendum and any rules and regulations made by HUD governing leases such as this Lease, as such rules and regulations may be amended from time to time (the "HUD RULES"), the applicable provisions of the HUD RULES will govern.

B. Notification of Policies, Rules and Regulations

Rules and regulations on occupancy, including leasing information covering special charges for services, repairs and utilities are included in the House Rules and Regulations, which are furnished to Resident as an Attachment to the Lease. The House Rules and Regulations may be changed from time to time by giving all Residents, including Resident, thirty (30) days' notice.

C. Governing Law

This Addendum shall be governed by and constructed in accordance with the laws of the State of South Carolina and with the applicable HUD RULES.

D. Rules of Construction

Should any provision of this Addendum require judicial or administrative interpretation, it is agreed that the court, or administrative body, interpreting or constructing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. If and to the extent that applicable law prohibits Resident from agreeing that neither Management nor its agents shall be liable for their own acts or omissions, then any provisions in this Addendum or the Lease that obligate Resident not to hold Management or its agents liable for such acts or omissions shall be deemed modified so as to conform to applicable law.

E. Pre-Occupancy Inspections

The Landlord and the Resident, or a representative of the Resident, shall be obligated to inspect the apartment unit prior to commencement of occupancy of the unit. Landlord will furnish Resident with a written statement of the condition of the unit, and the equipment provided within the unit. The statement will be signed by the Landlord and the Resident, and a copy of the statement will be retained by the Landlord and the Resident, and a copy of the statement will be retained by the Landlord and the Resident file. The Landlord is obligated to inspect the unit at the time the Resident vacates the unit and to furnish the Resident a statement of any charges made. The Resident may participate in the post-occupancy inspection with the Landlord, at Residents discretion, unless the Resident has vacated the unit without proper written notice.

F. Titles

The titles listed in this Addendum are for convenience only and shall be used in the construction of any provision of this Addendum.

G. Lease References

All other aspects of the Lease shall remain unaltered and in full force and effect and are incorporated by reference herein.

H. Attachments

The following attachments shall be a part of the Lease and this Addendum and are incorporated by reference herein:

- Uniform Resident Housekeeping Standards
- Lease Agreement
- Applicant Eligibility Criteria
- Development Utility Allowance



Federal Privacy Act Statement
Grievance Procedure
Rules and Regulations
Move-in Inspections
List of Charges

17. RESIDENT CERTIFICATIONS

Resident hereby makes the following certifications and representations concerning this Lease:

A. Reading and Understanding the Lease

Resident has read, understood and received a copy of the Lease and agrees to be bound by the terms of the Lease.

B. Previous Statements Certification

Resident hereby declares and certifies that, to the best of Resident's knowledge, the statements given in Resident's application for Admission/Continued Occupancy, as it may have been amended from time to time are still true and correct. Resident acknowledges, understands and agrees that notwithstanding the signing of the Lease, that if these statements are found to be untrue, misleading or false, Resident's Lease will be terminated or not renewed, as the case may be, and Resident will be required to vacate the apartment.

C. Criminal Activity Certification

Resident hereby declares and certifies that no member of Resident's family has engaged in any criminal or drug-related activity which has not been disclosed, in writing, to Management. Resident acknowledges, understands and agrees that, notwithstanding the signing of the Lease, if statement is found to be untrue, misleading or false, this Lease will be terminated or not renewed, as the case may be, and Resident will be required to vacate the apartment.

D. Accuracy Certification

Resident hereby declares and certifies that Resident has not withheld required information or given false, misleading or untrue information relative to the determination or eligibility, suitability, amount of rent, family composition, community service (if applicable) or any other information used by Management to determine Resident's eligibility to receive or continue to receive any benefits of Management's public housing program.

Resident acknowledges, understands and agrees that, notwithstanding the signing of this Lease, if any of these Certifications are found to be untrue, misleading or false, this Lease will be terminated or not renewed, as the case may be, and Resident may be required to vacate the apartment. Moreover, Resident hereby acknowledges that the withholding of information or giving false information relative to the determination of eligibility, rent, family composition, or the making of any false statement or representation to any representative of Management may be considered fraud under O.C.G.A. § 16-9-55, and may be punishable with a fine of up to One Thousand Dollars (\$1,000.00) and/or a prison term for up to one (1) year. It may also be considered fraud under 18 U.S.C.A. § 1001



and punishable with a fine of up to Ten Thousand Dollars (\$10,000.00) and/or a prison term for up to five (5) years.

Signatures:

Head of Household

Date

Other Adult Member

Date

Other Adult Member

Date

Other Adult Member

Date

Owner/Agent

Date