

EACH RESIDENT IS STRONGLY URGED TO READ EACH RULE IMMEDIATELY!

**HUMAN RESOURCE DEVELOPMENT AND EMPLOYMENT, INC.
BETH PLACE APARTMENTS
HOUSE RULES**

Beth Place Apartments, owned and managed by Human Resource Development and Employment, Inc. (HRDE), a private nonprofit corporation, is dedicated to providing the best possible housing services to the economically disadvantaged elderly and disabled of West Virginia. Beth Place Apartments aids and supports drug-free housing.

It is our intention and purpose to operate Beth Place Apartments as an outstanding residential development in this area. The Owner/Manager will strive to render prompt, efficient service and will maintain this property in a manner acceptable to all Residents.

When a group of people live together in a setting such as Beth Place Apartments, a reasonable and practical set of Rules is necessary to ensure the safety and well being of the residents and the Beth Place property.

With these thoughts in mind, the Owner of Beth Place Apartments has compiled the attached set of House Rules. Each new resident is strongly urged to read each Rule immediately, because this document will be considered part of your Lease agreement. These Rules will be enforced. Your cooperation in observing the Rules will avoid confusion.

We hope you will consider these Rules as an advantage for you and your neighbor. We are sure you will agree they can make living in the complex a more desirable and better experience.

The Owner/Manager will be fair with all residents. We just want you to give us the same consideration. Read all the Rules. Give us your opinion now and eliminate any embarrassing situation or problem later. Make a good honest decision now. Do you still want to be a resident of Beth Place Apartments? We want you, but we also want a Good Neighbor.

Sincerely,

Lisa Flynn
(Off-Site) Manager

I certify that my household has received a copy of the House Rules. My household will read and obey these Rules and contact the Manager if there are any questions.

RESIDENT SIGNATURE

APARTMENT #

DATE

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Sincerely,

Lisa Flynn
(Off-Site) Manager

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HOUSE RULES**

For the Beth Place Apartments at 675 Kuykendall Street, Romney, West Virginia 26757, hereinafter referred to as Apartment Community, the Owner has adopted the following House Rules to promote the convenience, safety and welfare of all residents and occupants and for the preservation of the Owner's property. All residents, occupants, guests and invitees must comply with the House Rules governing the Apartment Community and shall comply with any alternatives or changes in the House Rules which the Owner, in its complete and absolute discretion, may adopt for the Apartment Community with all requirements promulgated by the U.S. Department of Agriculture, Rural Development which has certain rights by virtue of having financed the Apartment Community:

I/WE AGREE TO:

1. Use the common areas in accordance with hours posted on the bulletin board. Private functions in community lounges or dining room will need prior Owner/Manager approval. Laundromats and office hours will also be posted.
2. A Pet may be kept in accordance with the Pet Rules and Pet Agreement, attached hereto. No Pet may be brought onto the premises until a Pet Agreement has been signed. No Pets may be temporarily brought onto the premises. Residents are responsible for proper disposal of "kitty litter" and "pooper scooping" as stated in the Pet Rules. No visiting pets are allowed on the premises. Service animals needed as an accommodation to a resident's or visitor's disability are permitted according to State and Federal law.
3. Park all vehicles in accordance with parking procedure as set forth by Owner/Manager. No vehicles may be parked on the premises that are not in service or will not be used (i.e. cars left unused for winter months). All vehicles will be moved in accordance with snow season procedures posted each year.
4. Rent and any additional charges are due and payable on the first day of each month. Payments can be placed in the drop-slot located in the laundry room of Beth Place Apartments or can be mailed or delivered to the office of Romney Unity Apartments, 240 Fairfax Street, Romney, West Virginia 26757. All checks or money orders are to be made payable to Beth Place Apartments. Please do not pay rent in cash. You are responsible for obtaining a receipt signed by the Manager for all payments. If you do not have a receipt, the Owner/Manager will take the position that your rent is not paid.
5. All garbage and trash must be placed in suitable non-leaking , covered containers and placed in trash collection facilities provided.
6. Bicycles, tricycles, lawn chairs, cooking grills or other personal property shall not be parked or stored on passageways, courts or sidewalks. They must be stored on your patio or balcony, out of the normal walkways of other residents.
7. Motorcycles must be parked in the parking lot area. Bicycles are permitted but they must be parked on your own patio area or in the parking stands, if they are available. You are not to ride bicycles on the grass area of the project.

8. The resident shall not make or permit any child, guest, invitee, agent or employee of his or hers to make any disturbing noises which will unreasonably interfere with rights, comforts or conveniences of other residents. Residents shall limit the volume of any radio, television or musical instrument in their apartment at all times so as not to disturb other residents and occupants of the Apartment Community. This applies to all hours of the day.
9. Absolutely no waterbeds or water flotation devices permitted.
10. No fuel burning (i.e. oil, kerosene, white gas, etc.) heaters will be permitted.
11. Absolutely no laundry, clothing, rugs or other items are to hang on or upon the exterior of any building.
12. To request either minor or major repair work, you must contact the Manager. Repairs involving more than an hour of labor or \$10.00 in costs must have a Maintenance Request Form completed and signed by the resident and Manager. A resident shall not do any maintenance to his apartment at any time.
13. The Manager will make monthly visits to the apartment project to review the overall physical appearance of the project and will randomly select apartment units for inspection regarding cleanliness and proper upkeep of the apartments.
14. No vehicle or motor vehicle larger than a passenger automobile or pick-up truck is permitted in the parking area at any time. Therefore, campers, trailers, mobile homes, trucks, or boats will not be permitted to remain in the parking lot for more than twenty-four (24) hours. Additionally, any unlicensed or "broken down" vehicles will not be permitted in the parking area for more than 48 hours.
15. All apartments are leased for a period of not less than twelve months. Do not ask for exceptions, special treatment or transfer endorsements.
16. We strongly urge all residents to obtain personal property and liability insurance. Our insurance does not cover any loss of or damage to your property.
17. Each resident is responsible for all electricity charges, including but not limited to monthly bills and deposits, if required. Additionally, by signing the Lease Agreement and related House Rules, you hereby grant the Owner/Manager an irrevocable power of attorney to contact the electric company and obtain information regarding the electricity charges for your apartment. This information will be utilized in establishing future budgets and utility allowances.
18. Curtains or mini blinds are required at all windows and the curtains must have white backing visible from the outside.
19. Violations of the Lease and/or House Rules will result in an infraction being issued to the household. Any infraction which the Owner/Manager determines to be a material breach of the Lease and/or House Rules may result in the Owner/Manager exercising any available remedies including the filing of an eviction action against the resident(s).
20. If, in the apartment or in or around the Apartment community, any resident or occupant or his guest or invitee is found in possession of any narcotic drug, heroin, marijuana, hallucinogenic drug or compound, illegal alcoholic beverages or numbers slip or is guilty of conduct or engaging in any criminal act including, but not limited to illicit sexual conduct, gambling for profit, assault and battery, assault, criminal activity or who chronically uses

profanity, threats, abusive language or threatening gestures to or in the presence of any other residents, then the resident shall be guilty of breach of these House Rules and may be summarily evicted by the Owner/Manager.

21. Your security deposit of _____ dollars (\$_____), plus a key deposit in the amount of fifteen dollars (\$15.00) is not to be considered as rent for any period, under any circumstances. The security and key deposits or the balance remaining after satisfaction of all requirements is to be returned to the former resident, if and when all the following provisions are satisfied:
- a. The full term of your most recent Lease has expired.
 - b. After the full term has expired and if no new Lease is entered into, resident must give a full calendar month's written notice to the Owner/Manager prior to vacating the apartment.
 - c. That there is no damage to the apartment beyond normal expected wear and tear.
 - d. Clean the entire apartment, including range, refrigerator, bathroom closets and cupboards.
 - e That there are no stickers, contact paper, unauthorized painting or decorating, deep scratches or holes in the walls. Up to eight (8) small finish nail holes in the dry wall are permitted.
 - f. That there are no unusual indentations or deep scratches in the floor.
 - g. That there are no unpaid charges or delinquent rents.
 - h. That all keys have been returned to the Manager.
 - i. That all debris and rubbish have been placed in proper rubbish containers. All personal property owned or controlled by resident removed from the common areas and parking area.
 - j. That the forwarding address in writing has been left with the Manager.

In the event that all of the above conditions are not complied with, the cost of labor and materials for cleaning, hauling, dumping, and repairing will be deducted from the security deposit. Any unpaid rents or charges will be deducted from the security deposit. To avoid deductions from the security deposit for floor damage, it is recommended to residents that coaster or cups be used under furniture legs.

The security and key deposits will be refunded only by check, mailed to the forwarding address supplied by the resident. The check will be addressed jointly to all persons who sign the Lease, regardless of whose money was deposited.

22. Authorize Owner/Manager to obtain utility information and to sign the permission form that is an attachment to the Lease.
23. Install no additional locks to the unit doors without prior Owner/Manager approval. Upon vacating the unit, all keys issued along with any copies made shall be turned in.

- 24. Be responsible for the conduct of all members of the household, visitors and guests; and to follow all regulations regarding visitation, absence from the unit and adding persons to the household as stated in the Lease.
- 25. CHANGES IN RULES AND REGULATIONS: The Owner reserves the right to alter, amend, revoke or add to these House Rules in any way that it considers appropriate for the management and operation of the Apartment Community, for the preservation of safety and order therein, for its care and cleanliness or for the protection of the reputation thereof. When notice of such alteration, amendment, revocation, or addition is given to any resident at least thirty days in advance of implementation, it shall have the same force and effect as if originally made a part of the House Rules. Owner/Manager is not liable for or to any resident for the nonobservance or violation of these House Rules by any other resident or person.
- 26. If, at any time, you feel your resident rights have been violated, you should first discuss the matter with the Manager. If you need further assistance with the problem, you should contact the Owner's Office at 1644 Mileground, Morgantown, West Virginia 26505 at (304) 296-8223 or TDD 1-800-982-8771 (for hearing or speech impaired) and discuss the situation with the Owner's representative—Donald Savage. All resident grievance and appeals procedures will be available to you.
- 27. Any special facilities provided by the Apartment Complex are for all residents' convenience and pleasure, however incurred. This includes, but is not limited to, all playground equipment, community room, and laundry facilities.

In signing this agreement I/we agree to comply with all the above House Rules and understand that this Agreement becomes part of the Apartment Lease. I/we further understand that noncompliance with the House Rules and/or nonpayment of rent are grounds for eviction.

LESSEE(S):

HRDE, Inc., dba BETH PLACE APARTMENTS
 BY: Lisa Flynn, Manager

 Signature

 Date

 Date