

Attachment No. 2
Unit Inspection Report
Rio Concho Manor,

HUD Regulations require an apartment inspection by both the new tenant and a representative of the property's management staff. Please inspect your new apartment carefully, and note any deficiencies in the space provided at the end of this form.



CHECKLIST FOR INSPECTION



ENTRY/KITCHEN: Check for proper operation of door lock, observe operation of light switches and electrical outlets, including Ground Fault electrical outlet if equipped. Note the condition of the entry area, condition of flooring, condition of paint. Note condition of ceiling. Note proper operation of light fixtures. Any intercom boxes in the apartment are non-functioning. Rio Concho Manor is removing these obsolete intercoms as apartments vacate. Note condition of pantry, if equipped. Check for proper operation of electric range, range hood and refrigerator. Note condition of cabinets and countertops. Check faucet and emergency shut-off operation on kitchen sink. Check for drips from P-trap. Observe the fire extinguisher, note if the inspection is more than one year old.

BATHROOM: Note condition of ceramic tile, and whether overlaid by carpeting. Check operation of fixtures and emergency shut-off valves. Telephone Rio Concho office first, then test the emergency call switch. The Manor office staff will tell you if the office is getting a signal when the emergency call switch is activated. Note ceiling condition and operation of light fixture and heat lamp. Check for unobstructed ventilation duct. Observe light switch and other electrical fixtures.

CLOSET: Check operation of lighting. Note paint condition, color. Note carpet condition and color. Observe accessibility of fire sprinklers. Note missing doors, and whether there are hinges with no doors. (Per HUD requirements, if residents wish to remove a door, the hinges must also be removed.) Observe light switch.

LIVING ROOM (and BEDROOM, if applicable): Test smoke detector. Test operation of HVAC unit. Note condition of carpeting. Test mini blind operation. Test window operation -- west wing, check for presence of limit screw if above third floor. Note condition of window tinting. Note wall color and condition. If third floor or below, West Wing windows must open fully, be unobstructed and allow safe egress if needed in an emergency (compliant with Building Officials and Code Administrators, 1999 National Building Code, and the National Fire Protection Association, 101 Life Safety Code, 1997).

The unit is in decent, safe and sanitary condition. Please note exceptions here:

By: _____
Doug Hodge, Manager

Date

By: _____
, Tenant

Date

By: _____
, Tenant

Date

RIO CONCHO MANOR, INC.
HOUSE RULES

(Attachment No. 3 to Lease)

1. Occupancy Standards

(1) Occupants may include only:

(a) An individual who is 62 years of age or older,

(b) The surviving member of any family above who was living in the apartment with the deceased member of the family at the time of his or her death.

(2) Occupancy preference shall not be given or implied by the basis of direct or indirect contributions or donations to the applicant or sponsors.

(3) To avoid overcrowding, single persons will generally be assigned efficiency apartments and couples will be assigned to one-bedroom apartments. Exceptions (such as a single person assigned to a one-bedroom apartment) will be governed by current HUD occupancy standards.

2. The security deposit will be refunded only if the resident provides 30-day advance notice of surrender after their one (1) year lease has terminated. The only exceptions would be a Medical Emergency move out concerning the resident or other extenuating circumstances which will be determined on a case-by-case basis.

3. The tenant must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. The tenant may be subject to damages, civil penalties, and attorney's fees under Section 92.2611 of the Property Code for not complying with this notice. **No Open Flame Candles.**

4. Apartment rent is due in full on the first day of each month. Rent will be considered delinquent on the 5th day of the month.

5. Individual tenants shall furnish his/her own maid service if he/she desire same and the Manor shall in no way be responsible or liable for the actions of maids so employed.

6. Heavy wall hangings shall not be hung. Nothing is to be hung from the ceiling.

7. Tenants moving into or out of the Manor building, or Tenants moving from one apartment to another within the building, may move only between the **hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday.** Moves requiring the use of the elevators must be scheduled with the Manor office. All moves of any nature will be in the manner agreed between Tenant and Rio Concho Manor by arrangement before performance. Tenant assumes all risks as to damage to articles and injury to persons or public engaged or not engaged in such movement, and Rio Concho Manor shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such service performed for Tenant.

8. Rio Concho Manor will not be responsible for loss or stolen personal property, money, jewelry, or any other item of any nature, taken from the Tenant's apartment or area of public or common rooms or vehicle parking lot, regardless of whether such loss occurs when vehicle is locked against entry or not, even though exterior grounds security is provided.

9. Rio Concho Manor will not permit entrance to Tenant's apartment by use of pass keys controlled by Rio Concho Manor to any person at any time without written permission by tenant, except employees, contractors, or service personnel authorized by Rio Concho Manor.

10. Right of Privacy-the right of a person to be free from intrusion into or publicity concerning matters of a personal nature.

11. Invasion of Privacy-the tort of unjustifiably intruding upon another's right to privacy.

12. Low-suds detergents must be used for washing dishes or any laundry done in the apartment. No bubble bath is to be used.

13. It is a requirement by the U.S. Department of Housing and Urban Development ("HUD") that apartments be inspected periodically for fire, health or safety hazards. A resident who does not correct the hazards found during these inspections will be considered in material noncompliance with the Lease.

14. Before trash or garbage is placed in the chute, it must be wrapped or placed in a closed leak-proof container. **Any broken glass, hypodermic needles or other sharp objects must be placed in a puncture**

proof container before disposal. Coffee grounds, grease, garbage, paper towels, or facial tissues are not to be put down commode or sink drains.

15. All repairs needed in an apartment **must** be requested through the office. Maintenance **cannot** be in your Apartment without a work order giving them the authorization to be there. Unless there is an emergency situation.

16. **Keys to your apartment shall not be duplicated downtown.** If you need an extra key for a family member, order it from the Manor. Your apartment lock is your best security. Keep your apartment locked when you are out. Keys are \$2.50 each.

17. You are expected to dress neatly and your general appearance should be neat and clean when you leave your apartment to travel throughout the building.

18. **No firearms of any description will be brought into, stored or otherwise kept within the confines of the Rio Concho Manor building.**

19. Apartment rents may be adjusted periodically, when approved by the U.S. Department of Housing and Urban Development ("HUD"). HUD-approved rent adjustments will automatically occur within the context and terms of this Lease, without voiding other terms of the Lease.

20. Visitors remaining overnight in your apartment shall not stay more than **7 consecutive nights** without prior approval of management. Visitors may never stay overnight in your apartment more than a total of 30 nights during a 12-month period.

21. No door-to-door solicitations, including solicitations by residents, are permitted at Rio Concho Manor. Any resident who wishes to sell items or solicit for charity at the site should contact the management office to discuss alternative, safer and more effective ways to do this. Residents who see anyone soliciting door-to-door at the site should notify the management office or security staff immediately.

22. **Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA)** The VAWA provides legal protections to victims of domestic violence, dating violence or stalking. Rio

Concho Manor will not evict or terminate HUD assistance of individuals who are a victim of domestic violence, dating violence or stalking.

By: _____
Doug Hodge, Manager

Date

, Tenant

Date

, Tenant

Date

RIO CONCHO MANOR, INC.
PET RULES

(Attachment No. 4 to Lease)

Pet Rules (See also paragraph 16 of the Lease)

(a) Any tenant who wishes to keep a pet shall register their pets with Management **before** the pet is brought into the building. Management will notify the tenant or prospective tenant in writing if the pet is not registered with the office or if the pet is denied admission to the building as a result of not meeting pet policy guidelines. **Pet registrations must be updated annually.** Registration must include the following: (1) Certification of inoculation; (2) Information sufficient to identify the pet and to demonstrate that it is a common household pet; and (3) Name, Address, and phone number of at least one responsible party who will care for the pet if owner dies or is unable to provide care.

(b) Pet deposits will be required for all pets. For dogs and cats, the deposit will be \$200. Deposits may be made through an initial payment of \$50 and subsequent payments of \$10 per month until the full deposit has been paid. Pet deposits may be used to pay reasonable expenses directly attributable to the presence of the pet in the building, including, but not limited to, the cost of repairs and replacement and fumigation of the pet owner's apartment. Any unused portion of the pet deposit will be refunded to the pet owner within 30 days from the date that the pet owner moves from the building or from the date the tenant notifies the management that the pet is no longer in the apartment.

(c) Only dogs weighing twenty (20) pounds or less at full growth; cats, birds or fish will be permitted as pets. Only one (1) dog or cat and no more than two (2) birds are allowed per apartment. Fish aquariums are limited in capacity to ten (10) gallons or less. Heads of households shall be responsible for their pet and all damages caused by their pet. No guest may bring pets into an apartment or onto the premises of the Manor. Pets not owned by the resident cannot visit or be kept on a temporary basis.

(d) Every dog or cat must wear a city animal license, a valid rabies tag and a tag that bears the owner's name, address and telephone number. **All licenses, tags and other registration tags must be renewed every year and show current dates.**

(e) All female dogs and cats must be spayed and all male dogs and cats must be neutered.

(f) Pet owners are responsible for assuring their pets do not annoy other residents with barking, howling or meowing. Dogs may not be left unattended for more than six (6) hours at a time. Litter box trained cats, birds and fish may be left unattended for a maximum of forty-eight (48) hours at a time, provided adequate food and water are available for the pet. If the pet constitutes a nuisance, the

owner will immediately remove the pet from the premises at management's request. Other lease obligations remain in effect.

(g) Litter boxes and cage-lining material must be changed no less than two (2) times per week. All removable (solid) animal waste, cat litter and cage lining materials must be disposed of properly, by being deposited outside in the trash containers located on the south side of the building. Such waste must be placed in plastic bags and securely tied prior to disposal. Such animal waste, cat litter and cage lining materials may not be placed down the garbage chutes. The interior of the apartment must be kept free of odors, fleas and ticks and be maintained in a clean and orderly manner.

(h) Pets must be transported through the building in a pet carrier or carried. Pets being transported outside the building must be on a leash not to exceed five (5) feet in length. Pets must be restrained within the apartment when the door is to be opened for maintenance work. Other than an emergency response, residents or their pet sponsor must be present for any maintenance personnel to enter the unit and perform work. Other than transiting to and from the unit, pets will not be permitted at any time in the dining room, laundry room, main or floor lobbies or offices. Pets are not allowed to sit on any community furniture, inside or outside the building. Pets must be properly leashed when not in the carrier or inside the apartment.

(i) Pet owners are responsible for cleaning up after their pets, both inside and outside the building. There are no designated areas on the property for pet exercise; therefore, pet owners are required to pick up and dispose of any pet waste while walking their pet.

(j) Management may serve notice for the removal of the pet if continual pet rule violations occur. The pet must then be removed from the premises within 10 days of the effective date of such notice. Failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

(k) The Tenant agrees to comply with these pet rules. Violations of these rules may be grounds for removal of the pet, or termination of the Tenant's lease, or both.

Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant or visitor's disability.

By: _____
Doug Hodge, Manager

Date

, Tenant

Date

, Tenant

Date

RIO CONCHO MANOR, INC.
NO-SMOKING POLICY
Implemented January 1, 2017

Tenant and all members of Tenant's family or household are parties to a written lease Rio Concho Manor. The following additional terms, conditions, and rules are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Property Rules and the Lease.

- 1. Purpose of No-Smoking Policy.** The parties desire to mitigate (1) the irritation and known health effects of secondhand smoke; (2) the increased maintenance, cleaning, and redecorating costs from smoking; (3) the increased risk of fire from smoking; and (4) the higher costs of fire insurance for a non-smoke-free building.
- 2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- 3. Smoke-Free Building.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in or within 25 feet of any of the common areas such as the stairwells, patios, laundry room, office, and recreation room of the Manor, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- 4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
- 5. Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining common areas of the apartment building.
- 6. Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental building as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its lease. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
- 7. Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the House Rules and the Lease. A material breach of this

Addendum shall be a material breach of the Lease and will be good cause for immediate termination or non-renewal of the Lease by the Landlord. Additionally, **if Tenant should breach this Addendum, Tenant shall reimburse Landlord for any and all expenses incurred to restore the unit to a smoke-free condition.**

8. Disclaimer by Landlord. Tenant acknowledges that Landlord’s adoption of a smoke-free living environment, and the efforts to designate the rental building as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant’s premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

Tenant acknowledges that Landlord’s ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant’s guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease and House Rules.

WITNESS: **Rio Concho Manor** LANDLORD

By: _____
Doug Hodge, Manager

Date

, Tenant

Date

, Tenant

Date

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD RIO CONCHO MANOR	UNIT NO. & ADDRESS
--------	------------------------------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum_____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Agent/Owner

Date

**This is an addendum to the Rio Concho Manor House Rules.
The purpose of this addendum is to address bed bug/pest related issues at
the property.**

Prevention and elimination of bedbugs and other infestations can only be accomplished through cooperation between Rio Concho Manor and tenants. Rio Concho Manor expects tenant cooperation in the process of education, inspection, detection, and elimination of bedbugs and other pests. In turn, the tenant may expect fairness in the Rio Concho Manor's enforcement of these guidelines.

The following are protocols for the prevention of bedbugs and other pests:

- New residents must inspect the dwelling within 48 hours upon move-in and notify Rio Concho Manor management of any evidence of bed bugs, bed bug infestation, or any other pest infestation.
- Management will raise awareness through education on prevention of infestations.
- Management will provide orientation for new tenants and staff regarding the prevention of bedbugs and other pests.
- Management and pest control professionals will promptly inspect infested areas, plus surrounding living spaces when infestation is suspected.
- Management will keep records – including dates and locations where pests are found.
- Management will conduct follow up on inspections and treatments.
- Residents must check for bedbugs and other pests in luggage and clothes when returning home from a trip.
- Residents must check for bedbugs and other pests or signs of infestation on secondhand items before bringing the items home.
- Residents must work cooperatively with management to treat and clean all items within an infested living area.
- Residents must reduce clutter where bedbugs and other pests can hide.
- Residents must cooperate with management to eliminate habitats of bedbugs and other pests.

- Residents must cooperate with physically removing bedbugs and other pests through cleaning.
- Third-party pest control professionals will be utilized to treat using pesticides carefully according to the label direction.

Tenants will be required to immediately report to Rio Concho Manor the suspicion of possible bedbugs and any other pests in their apartment or other areas of the property. Tenants are the first line of defense against infestations and are strongly encouraged to create and maintain living environments that deter bedbugs and other pests. Units may be inspected for unreasonable amounts of clutter that create hiding places for bedbugs and other pests.

Tenants should be advised that Rio Concho Manor may not deny tenancy to a potential resident on the basis of the tenant having experienced a prior infestation, nor give residential preference to any tenant based on a response to a question regarding prior exposure to bedbugs or other pests.

A tenant reporting bedbugs or other pests may expect an urgent response and attention by Rio Concho Manor, but should be advised that inspection and, if necessary, treatment of bedbugs and other pests may take time to schedule. Within 24 hours of the tenant report, Rio Concho staff will make contact with the tenant, provide the tenant with information about applicable pests, and discuss measures the tenant may be able to take in the unit before the inspection is performed.

Following a report of bedbugs or other pests, Rio Concho Manor staff or a qualified third party trained in pest detection will inspect the dwelling unit to determine if bed bugs and/or other pests are present. It is critical that inspections be conducted by trained staff or third-party professionals to properly identify the pest and the proper course of action to be taken. Rio Concho Manor staff or authorized third-party professionals may enter the unit to perform these activities, in accordance with the lease. The inspection will cover the unit reporting the infestation and surrounding adjacent units and will be completed within three business days of a tenant complaint, if possible. If an infestation is suspected but cannot be verified, Rio

Concho Manor will re-inspect the unit(s) periodically over the next several months.

If an infestation is found in the unit, the tenant may expect treatment to begin within five days of the inspection, though depending on the form of treatment, this may not be possible. Tenants should be advised that treatment may take several weeks and repeat visits.

Tenants are expected to cooperate with the treatment efforts by allowing for full access to all areas and furniture for treatment and by refraining from placement of infested furniture or other items in common areas such as hallways. Any items to be discarded must be placed in sealed plastic and removed from the building. Tenants must not put infested articles in the trash chutes. Tenant cooperation is shown to expedite the control of bedbugs and other pests and to prevent spreading of infestations.

The tenant is required to follow the instructions provided by the professional exterminator for proper treatment of all personal items, clothing and pets.

The tenant will not be reimbursed for the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services.

Rio Concho Manor has the right to terminate the tenancy and require all occupants to vacate the rental unit in the event that the:

- 1. Tenant's action or inaction prevents treatment of an infestation;**
- 2. Tenant fails to comply with the requirements of this policy.**

If Rio Concho Manor terminates the tenancy according to this policy and the tenant vacates within seven (7) days of such notice of termination, the tenant shall be released from any future financial obligations pursuant to the Lease. However, tenant security deposit may be withheld if the

infestation is caused or worsened as a result of the tenant's actions or inactions, or as a result of the tenant preventing or hindering treatment.

Rio Concho Manor will incur all costs of treatment of the unit and all furniture in the unit for the initial occurrence of infestation (excludes treatment of personal clothing/items). If there are additional occurrences and it is found that they are due to noncompliance of previous preventive instructions given by Rio Concho Manor staff or any Rio Concho authorized pest control company, the tenant will be held responsible for all costs incurred.

By signing, you have read and fully understand and agree to comply with all guidelines.

Tenant(s) Signature
(All adult occupants must sign)

Date of Signing

Staff Member Signature

Date of Signing
