



PA & MEGAN'S PLACE

An Independent Living Community for Adults with Special Needs @ HIGH PLAINS

COMMUNITY EXPECTATIONS

COMMUNITY CODE:

The following rules become a binding part of your lease agreement as a resident of "Pa & Megan's Place" @ High Plains. Residents are encouraged to abide by all rules in an orderly and Christian fashion. Any violation of these rules may be considered a failure to honor your lease obligations, and consequently, be considered in default. You and all guest occupants must comply with any written community rules and policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. HPCH may make reasonable changes to the written rules, effective immediately, if they are distributed and applicable to all homes in the community and do not change dollar amounts.

CONDUCT:

The home and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles. Garbage is not to be stored on porches. Residents shall not hang laundry outside. All porches must be kept neat and clean. Glass containers are prohibited in or near common areas. Residents and guests shall not litter the common areas or grounds of the community. Personal property, (i.e. bicycles, etc.), should not be left unattended in the common areas or chained to trees, etc. Such items could be considered abandoned. You or your guests may not use candles or kerosene lamps without prior written approval; cook on porches; or solicit business or contributions. Conducting any kind of business, (including child care services), in your house or in the community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers,

clients, or other business associates do not come to your home for business purposes. We may regulate: (1) the use of patios and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You will be liable to us for damage caused by you or any guest.

We may exclude from the community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any community rules, or disturbing other residents, neighbors, visitors, or Landlord representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident or guest of a specific resident in the community.

This is a **NON-SMOKING** community ... indoors and outdoors. Alcoholic beverages are not to be consumed anywhere on the grounds, including common areas. Quiet time is considered to be 10:00 P.M. to 7:00AM and residents are not permitted in other community homes after 10:00PM without prior consent from supervisor. Violations of the following policy will result in verbal warnings, followed by written warnings from management. If you find that you are being disturbed or bothered by the behavior of other tenants, and you have failed in your attempts to remedy the situation, please contact management to allow us to address the situation further. All complaints made to management will be held confidentially. You and your guests may not engage in the following activities: behaving in a loud and obnoxious manner; hosting outrageous parties; If a party is deemed too

large, uncontrollable or disturbing others, management reserves the right to end all activities; Residents may not disturb or threaten the rights, comfort, health, safety, or convenience of others, (including HPCH agents and employees), in or near the community; Residents may not disrupt our business operations; participate in or conduct illegal activity; engage in or threaten violence; possess a weapon prohibited by state law; discharge a firearm in the community; display or possess a gun or knife, or other weapon in the common area in a way that may alarm others; store anything in closets having gas attachments; tamper with utilities or telecommunications; bring hazardous materials into the community; or injure our reputation by making bad faith allegations against us or others.

PARKING:

We may regulate the time, manner, and place of parking for all moving vehicles. Any vehicle parked in a non-designated area, such as on the grass, fire lane, or in front of a dumpster will be a candidate for removal at the vehicle owner's expense. Any vehicle parked in a visitor's area over 48 hours, without prior approval, is subject to being towed at owner's expense. No repairs, (including fluid changes), may be performed to vehicles anywhere on the property with the exception of the Mabee Talent Center automotive shop. All visitors must check in at the HPCH Administration offices when wishing to park vehicles on the premises, providing the make, model, color and license plate number.

DELIVERIES:

HPCH is not responsible for any losses or damages resulting from the delivery of resident's packages to the office in the event the residents are not home. Residents are free to request packages not be left at the office.

SALES & SOLICITING:

All sales and soliciting are strictly prohibited on the property.

SUGGESTIONS:

We welcome all constructive criticism of any policy we may have, and invite your suggestions for improving the overall quality of living at "Pa & Megan's Place" @ High Plains. Feel free to call us with your thoughts.

STAFF:

It is the policy of the staff to be attentive, responsive and courteous. If you feel someone has been rude or unreasonable, please call (806) 622.2272.

RESIDENT SAFETY AND PROPERTY LOSS:

You and all guests must exercise due care for your own and others safety and security, especially in the use of smoke detectors, keyed deadbolts locks, window latches and other safety or security devices. All smoke detectors have been checked to ensure that they are working properly when a tenancy begins. Residents agree to notify management in the event there is any malfunction with the smoke detector. Should we discover a smoke detector has been vandalized, or removed, the tenant will be charged the cost of material for putting the smoke detector back into working order. Smoke detectors and other fire safety equipment are provided for your safety as well as the safety of others. We reserve the right to check your smoke detector when performing other routine maintenance in your house, or at other times during your tenancy. If your smoke detector is found to be not working properly during one of these checks, it will be repaired.

CASUALTY LOSS.

We are not liable to any resident or guest for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice,

sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather— keep house heated to at least 50 degrees; You'll be liable for damage to our or others' property if damage is caused by broken pipes due to your violating this requirement. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

CRIME OR EMERGENCY.

Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity involving imminent harm. You should then call our representative. If you or any occupant or guest is affected by a crime, you must give a report to our representative and to the local law-enforcement agency. You also must furnish us with the Law-enforcement report number upon request.

CONDITIONS OF THE PREMISES AND ALTERATIONS:

Unless indicated on the Inventory and Condition form you receive at move-in, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the house and not damaging or littering the common areas. Unless authorized by us, no material alterations to the house made be made, except a reasonable number of small nail holes for hanging pictures on walls.

REQUESTS, REPAIRS, AND MALFUNCTIONS:

If you or any occupant needs to send a notice or request for repairs, installations, services, or security-related matters, it must be e-mailed to kevinl@hpch.org and CC'd to

nealh@hpch.org and garyg@hpch.org. (except where immediate attention is needed such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress).

PET POLICY:

Only outside pets are allowed with our prior approval. The animal cannot be aggressive, appear threatening to others, or overly loud to disrupt the community or HPCH business. The pet must be confined to a fenced area in an area adjacent to the tenant's house or on a leash under the owner's supervision or competent handler. If the animal is in violation of any rules within the community, the owner will be notified of the violation and remedy needed for compliance. In the event that we become aware for any reason of an animal residing in a home, the tenant(s) shall receive a written notice immediately that they have two (2) days to remove the animal, or removal proceedings will commence. All pets must have up-to-date vaccination records provided to the Landlord.

WHEN WE MAY ENTER:

If you or any guest is present, then repairs, services, contractors, or our representatives may peacefully enter the home at reasonable times for the purposes listed in (2) below. If no one is present in the home, then such persons may enter peacefully and at reasonable times by duplicate master key (or by breaking a window or other means necessary) if:

- (1) Written notice of the entry is left in a conspicuous place in the house immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing maintenance; retrieving tools, equipment, or appliances; preventing waste of

utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture or equipment; removing or rekeying unauthorized security devices; removing unauthorized equipment; stopping excessive noise; removing health and safety hazards (including items prohibited under our rules, removing perishable food stuffs if your electricity is disconnected; inspecting when immediate danger to person or property is suspected; if you die; retrieving property owned or leased by former residents; allowing persons to enter as you authorized in your Lease Contract; if you are incarcerated, etc; allowing entry of a law officer with a search or arrest warrant, or in hot pursuit; showing

house to perspective residents (after move-out or vacate notice has been given;) or showing the house to government inspectors, fire marshals, lenders, appraisers, contractors or insurance agents.

MULTIPLE RESIDENTS OR OCCUPANTS:

Each resident is severally liable for all Lease Contract obligations. If you or any guest associated with you violates the Lease Contract or rules, you are considered to have violated the Lease Contract. Our request and notices to a resident constitute notice to all residents associated with that resident. Written notices and request from residents and occupants need to be from the Lease Contract resident.

Default by Either Party

DEFAULT BY OWNER:

We will act with customary diligence to:

- (1) keep common areas reasonable clean
- (2) maintain fixtures, furniture, hot water, heating, and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may pursue remedies under Property Code Section 92.056, including the possibility of terminating this Lease Contract, by following this procedure:

- (a) you must make a written request for repair or remedies of the condition— then we will have reasonable time to repair or remedy;

- (b) if we fail you must make a second written request (to ensure there has not been a miscommunication) - then we will have reasonable time to repair or remedy; and
- (c) if repair or remedy still hasn't been done in reasonable time you may immediately terminate this Lease Contract by giving us a final written notice.

DEFAULT BY RESIDENT:

You will be in default if: (1) you don't pay rent or other amounts owed by you; (2) you or any guest or occupant violates this Lease Contract or community rules, criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the house; (4) you give misleading or false answers in your application; (5) you or any occupant is arrested, convicted, or given deferred adjudication; (6) any illegal drugs or paraphernalia are found in your house; (7) you or any occupant, in bad faith, makes a

false complaint to an official or employee of a utility company or the government.

Eviction. If you default, we may end your right to occupancy by giving you written notice to vacate. Termination does not release you from your Lease Contract obligations

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% without notice; (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written

notice to you or your house while you continue to hold over.

MISCELLANEOUS:

Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

Suggested Security Guidelines for Residents

PERSONAL SECURITY - WHILE INSIDE YOUR HOUSE:

1. Lock your doors and windows - even while you are inside.
2. Engage the keyless deadbolts on all doors while you are inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know or recognize the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
4. If children, (who are old enough to take care of themselves), are left alone in your home, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or a community maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key, or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, then call management.

8. Check your smoke detector monthly to make sure it is working properly and the batteries are still fresh.
9. Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
10. If your doors or windows are unsecured due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—via e-mail and dated—any need of repairs of locks, latches, doors, windows and smoke detectors.
12. Immediately report to management—via e-mail—any malfunction of other safety devices outside your house, such as broken gate locks, burned out lights, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver license number or other identification on valuable personal property.
23. Let your manager and your friends know if you'll be gone for an extended time.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door.

PERSONAL SECURITY - WHILE OUTSIDE YOUR APARTMENT:

15. Lock doors while you are gone. Lock any door handle lock, keyed deadbolt lock.
16. Leave a radio or TV playing softly while you are gone.
17. Close and latch windows while you are gone.
18. Tell your housemate where you're going and when you'll be back.
19. Don't walk alone at night.
20. Don't hide your key under a doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.

When Moving

MOVING IN OR OUT:

Moving in or out of a house is permitted between the hours of 8:30am and 4:30pm. Cars and trucks are not permitted on the lawns and sidewalks while you are moving in or out. Any damage to the common areas caused by your moving is subject to being charged accordingly.

Signatures and Attachments

ATTACHMENTS:

- Community Code Form, dated _____
- Inventory & Condition Form
- Proof of Renter's Insurance

SIGNATURES:

Resident

HPCH Representative

Address and Phone number of HPCH Representative for notice purposes:



HIGH PLAINS CHILDREN'S HOME
and Family Services, Inc.

11461 S. Western
Amarillo, Texas 79118-4119
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