

LINDEN PLAZA HOUSE RULES

(Attached and made a part of the Lease)

1. Rent Payment

Rent is due and payable on the first day of each month in accordance with your lease agreement. Any tenant whose rent is in arrears will be subject to summary dispossession proceedings initiated by the Landlord in Landlord/Tenant Court.

For security reasons, no cash payments will be accepted for rent under any circumstance.

2. Key Replacement/Lock Out

Tenants will be charged for the replacement of lost keys. There will not be a charge for lock out if the only the lock connected to the door knob is locked and management has the key. Charge for lost key = _\$3.00

Costs for top deadbolt, if tenant chooses to install, is a cost the tenant will cover, management will not be installing or have a key for. If Property Management replaces a top deadbolt, originally installed by tenant, the tenant will be responsible for replacement cost, or tenant may contact a locksmith directly for tenant-installed top lock only and cover the expense.

3. Air-Conditioning

Property Management must be notified to install any and all AC units. While Property Management prefers all AC units be installed in the AC sleeve, window units are permitted.

Under no circumstances are air conditioners allowed to be installed without Property Management assistance and knowledge.

4. Terrace

Residents are not allowed to store any items on the apartment terraces. Barbeque grilling is prohibited on tenants' terraces and/or any common areas of the property. Throwing items off the terrace is strictly prohibited.

Terrace furniture is allowed on the terrace.

5. Apartment Inspection

Resident must provide access to the apartment as required by landlord. Owner's Agent reserves the right to enter your apartment upon reasonable advance notice to make necessary repairs, and at other reasonable times to ensure that the apartment is being properly maintained and to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control unsafe conditions. Owner shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith. If an emergency develops, Owner's Agent may enter your apartment without

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notice, but we will provide you with a written statement explaining the need to enter your apartment without prior notice.

Tenants will receive 2 written notices advising them of the inspections. The first notice will be delivered 21 days prior to the inspection. The second notice will be delivered 7 days prior to the inspection.

Management is required to retain keys to all bottom locks for all apartments for use only in case of emergency. Tenant shall not change bottom door locks without written permission from Property Management and, if such permission is given, must give Property Management a set of the new keys. A Tenant who violates this rule shall be held liable for any costs incurred by Management in gaining access to such Tenant's apartment.

6. Apartment Maintenance

Care of Apartment: All residents must maintain their apartment in a clean and sanitary manner at all times. In addition, residents must permit the owner's agents, including, but not limited to, maintenance personnel, management staff, the exterminator, contractors and other service personnel, access to their apartment. Households will be provided sufficient written notice except in the case of emergencies, if time allows, depending on the type of emergency. In accordance with your lease agreement the landlord and all other owner's agents noted above may enter your apartment home to address an emergency without prior notice.

Household is responsible to keep property management informed of most up to date household contact email and phone number. In case of emergency, property management makes every attempt to contact the resident via whatever telephone and email provided to property management. If the situation is not dire, property management will leave a notice under the resident's door advising them of the need to gain entry to their unit and to please contact property management to schedule access. The letter will states a reasonable date for property management to access without consent in a scenario with no response to the letter.

Residents are responsible for repairs made to the apartment that result from resident negligence.

Requests for maintenance service may be made in person, via the property's phone number or email. All maintenance requests will be processed by property management and someone will provide advance notice of an approximate window of time when the repair will take place. It is the resident's responsibility to have someone over the age of 18 available to allow for the maintenance work to take place.

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Please note that property handymen repair only those items that are considered as part of the apartment (i.e., plumbing, flooring, appliances). Repair of damage not caused by normal wear and tear is the responsibility of the tenant. In such cases, maintenance will make the necessary repairs, but the tenant will be charged for the cost of labor and materials. Due to insurance considerations, our employees are not permitted to perform any "side-work" for tenants (ex., installing air-conditioning units, shelving).

Tenants must not obstruct or impede maintenance or construction personnel engaged in repairing or renovating common areas or individual apartments.

No employee of Owner or Owner's Agent shall be sent out of the Development by as tenant at any time for any purpose.

Additional Appliances: Residents are not permitted to have washing machines, clothes dryers, dishwashers, and/or portable heaters without written permission from the landlord.

Apartment Decorations: To preserve the appearance of the walls in your apartment, you are asked not to drive nails or screws into the walls. Before undertaking any wallpapering or painting projects, you must first receive written approval from the Owner's Agent. If permission is granted, please be aware that before you vacate the apartment, you must restore the apartment to its original condition, or the cost of apartment restoration will be deducted from your security deposit.

No sign, advertisement, illumination, drawing or projection shall be displayed or projected on, or at, any window, apartment door or other parts of the building except such as shall be designated by Owner for that purpose.

Tenants shall not allow members of their household, employees, servants, agents, visitors or licensees to block or enclose in any manner the heating units in their apartments.

Holiday decorations are allowed so long as they are secured with material that will not damage the surface they are attached to.

Door in the hallway are a fire hazard and are prohibited. Door mats are allowed inside the unit.

No radio, television or other aerial or satellite dish may be erected on the roof or exterior walls or terrace of the building without the consent of Owner in writing, and any such aerial or satellite dish may be removed by Owner without notice at the expense of the tenant. Aerials and satellite dishes may not protrude outside the apartment. Satellite dishes may not be attached to or be in or on the tenant's apartment or on exterior walls.

Portable Heaters: tenants will need permission from property management to purchase and use a portable heater, due to concerns of these appliances causing fires, Property Management will need to sign off on the heater being purchased.

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7. Conduct of Residents and Their Guests

Your activities in and about the Development should be conducted in such a manner as to not interfere with the rights of your neighbors. Please keep your radio, stereo, television, etc. at reasonable levels at all times. Please refer to your lease agreement for details of your specific rights and responsibilities as a tenant. Also, please note that you are responsible for the behavior of your guests and visitors to your apartment.

8. Guests, Family Members, etc.

Guests may not occupy an apartment for a period exceeding two weeks without the prior written approval of Owner. Tenant must advise Owner of any guest who will occupy the tenant's apartment for two weeks or less while the tenant is not occupying the apartment as well.

Each tenant shall cause all occupants of his or her apartment, including all guests, invitees, employees and servants, to obey all Rules and Regulations. Violation of the Rules and Regulations by any such party shall constitute a default by Tenant under his or her lease.

Tenant will be held financially responsible for all acts and damages caused by his or her families, occupants of the apartment, guests and invitees of Tenant or pets or employees including any defacement or destruction of the grounds or Development. If Tenant fails to remedy same, any and all administrative or other costs incurred by Owner to cure tenant's non-compliance shall be charged to Tenant as additional rent, without limitation to other remedies which may be available to owner.

Additional Visitor Protocol: All visitors must be accompanied by the resident that they are visiting. Visitors who committed a crime on the property or affecting someone on the property, or when that person committed some other serious infraction found on the grounds without the resident they are visiting may be considered as a trespasser and subject to arrest.

9. Resident Code of Conduct Matters

Tenants shall not make or permit any disturbing noises in the building or elsewhere in the Development by themselves, members of their household, employees, servants, agents, visitors or licensees; nor do or permit anything to be done by such persons that will interfere with the rights, comforts, safety or convenience of other tenants. Tenants shall not play or permit the playing of any musical instrument or operate or permit the operation of a radio stereo or other electronic equipment, television set or any noise making device of any nature in the apartment or elsewhere in the Development in such manner or at such time as may disturb or annoy other tenants. There is absolutely no tolerance for loud music after midnight.

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There is no loitering allowed in common areas.

Drinking alcoholic beverages is permitted only in apartments and not in any indoor or outdoor common areas.

Tenants shall not litter the laundry rooms or other common areas.

Graffiti or any other form of defacement is strictly prohibited. A tenant shall be responsible for the cost of removal of any graffiti or other forms of defacement caused by such tenant, such tenant's family, guest or invitees.

Nothing shall be done or kept in any apartment or in any portion of the Development which will increase the rate of insurance of the Development or contents thereof without the prior written consent of Owner. No tenant shall permit anything to be done or kept in an apartment or in any portion of the Development which will result in the cancellation of insurance on the Development, or which would be in violation of any law, rule or regulation.

No tricycles, bicycles, scooters, baby carriages, strollers or other paraphernalia shall be allowed to remain on the sidewalks or other common areas.

Storage of electric and gasoline powered vehicles is prohibited inside buildings, including apartments, hallways and terraces.

No sharp objects or glass bottles are permitted to be stored in the common areas at the Development. The storage and/or use of firecrackers are prohibited at the Development.

No bicycle riding, electric bike riding, motorbike riding, roller skating or use of skateboards or roller blade skates is permitted at the Development, including all interior and exterior common areas, unless specifically designated for such activities, nor is any other activity which may endanger the safety of the tenants.

Tenants shall not tamper with mailboxes, standpipes or fire hoses.

Children shall not play in any of the exterior landscaped areas. All children under the age of 10 must be accompanied by an adult in the playground areas, sitting areas or other common areas. Children are the responsibility of their caregiver, violations by children will result in a violation for the household.

No businesses or commercial activities may be operated in any apartment.

There is no vandalism, and ownership has a tolerance for illegal activity of any kind at Linden Plaza.

Littering and/or improper disposal of household garbage is strictly prohibited. Residents found to be littering and/or improperly disposing of their household garbage, inclusive of

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items thrown from terrace, will be charged additional rent for all clean up associated with such action. Trash must not be left in front of the apartment doors, hallways or outside of the building. All garbage bags must be neatly tied and placed in the appropriate garbage container.

Loud music, televisions and other noises that interfere with the rights of your neighbors to the quiet enjoyment of their apartment home is strictly prohibited

The sidewalks, entrances, driveways, elevators, stairways, and halls shall not be blocked by any resident for their own personal use or used for any purpose other than for entering and leaving from the apartment and for deliveries in a last and proper manner using elevators and passageways chosen for such deliveries by landlord. Neither resident, member of resident's family, nor visitors shall loiter in the public halls or areas of the building.

Interfering with the operation of elevators is prohibited and unauthorized possession and use of elevator keys is prohibited.

Activation of fire alarm boxes and sprinkler standpipes is prohibited except in an emergency. Disregard of this regulation may endanger the life and safety of residents in this community. Violation of this regulation will result in legal proceedings.

Fire emergency exits should only be used in the event of an emergency. They are not to be used for ingress/egress to the building.

Access to the roof and all mechanical and maintenance areas is prohibited, unless in case of emergency.

10. Crime Free Policy

Residents, any members of the resident's household and guests or other persons affiliated with the resident:

- Shall not engage in criminal activity, including drug-related criminal activity, on or near the premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance.
- Shall not engage in any act Intended to facilitate criminal activity.
- Shall not permit the apartment to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

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- Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance, at any location, whether on or near the apartment premises
- Shall not engage in any illegal activity, including prostitution defined as "the act or practice of engaging in sexual activity for money or its equivalent", criminal street gang activity defined as a group that has a formal organizational structure, identifiable leadership, identifiable territory, and recurrent interaction, and is engaged in serious or violent criminal behavior, threatening (i.e. a declaration of intention to inflict punishment or harm on another which can have a form of an explicit or implicit message) or intimidating (i.e. to say or do something in such a way that a person of ordinary sensibilities would be fearful of bodily harm) behavior, assault defined as a violent physical or verbal attack, including but not limited to the unlawful discharge of a weapon, on or near the apartment premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, its agent, or other resident, or involving imminent or actual serious property damage.
- VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPEPRABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.
- In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

11. Smoking Policy

Smoking and using electronic cigarettes is strictly prohibited in all common areas within the interior of the building(s) which includes hallways, stairwells, elevators, lobbies, laundry rooms, common rooms, basement, and building facilities and work areas of the building used by tenants, their guests, building personnel, etc., as required by all applicable laws. After one written warning, household will receive a violation if the unit is the source of the aforementioned smoke and is disturbing others in the building.

Smoke-Free Air Act

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to: lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code §17-505.

12. Mold and Mildew

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Resident acknowledges that it is necessary to maintain appropriate climate control to the extent feasible given existing apartment condition, keep apartment clean, and take necessary measures to prevent mold from accumulating in the apartment. Resident agrees to clean dust the apartment on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any heating, or ventilation ducts. Resident agrees to immediately report to property management (i) any evidence of a water leak or excessive moisture in the apartment, common hallway, storage room, garage or other common area; (ii) any evidence of mold that cannot be removed with common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. You further agree that you shall be responsible for damage to the dwelling unit and your personal property as well as any injury to you and all occupants of the apartment resulting from any failure to comply with this addendum.

13. Apartment Locks and Access Control

Apartment Locks: Resident must not change their apartment door locks (bottom lock). If a resident wishes to have their lock changed they must place a service request with property management and property management install the lock and charge the household account in accordance with the resident charge listing, unless Landlord-installed lock is deteriorated or not working due to normal wear and tear. If you change your bottom door lock and property management is not able to gain access to the apartment in the event of an emergency, property management will access the apartment via forced entry and charge the household account for any damages incurred.

Access Control: Individual key fobs and/or building keys will be issued to each resident 13 years of age and older. Case-by-case exceptions will be evaluated for children between ages 10- and 13 years of age. Access Key Fobs and/or building keys will be issued at the management office each day during normal business hours. Lost, stolen, misplaced or damaged building access key fobs will be replaced at a cost and be charged to the household account and be payable at the first of the month following replacement. All key fobs will be automatically deactivated at the termination of your tenancy or if found to be inappropriately used by someone other than the resident of record. Key fobs found to be inappropriately used will not be reactivated or reissued until the head of household responds to the management office and acknowledges the inappropriate use. An example of inappropriate use is providing the key fob to someone else not on the lease and that person does something unauthorized. Residents found tampering with or disabling the access control system in any way will be subject to legal proceedings in Landlord-Resident Court and possible eviction. Residents found to be deliberately permitting unauthorized persons access to the building will be subject to legal proceedings in Landlord-Resident Court and possible eviction. Residents are expected to report all damages and system malfunctions to the management office immediately.

Key fobs will be available to home health aides who register with property management and

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household members 13-years-old and older on a case-by-case basis.

14. Moves

Residents must provide thirty (30) days written notice prior to moving out, Failure to provide thirty (30) days written notice will result in forfeiture of the security deposit. Residents must also participate and/or permit access to their apartment for the purpose of a move out inspection.

Upon move out, residents are responsible for the condition of their apartment and leave the unit broom swept and appliances cleaned, Failure to leave your apartment in this condition will result in move out charges being applied to your account and subject to deduction. from your security deposit.

Move In/Move Out Times: Monday through Friday 9:00am - 5:00pm, and Saturday 9:00am - 2:00pm. There is no ability to schedule moves on Sunday. All move ins/move-outs will require a moving pass from property management to adequately ensure elevator access and time frame for the move with any moving company involved. Property Management will require a review of the moving company's insurance certificate

15. Parking

Prior to receiving a parking permit/sticker residents must provide the management office or parking operator, if any, with a copy of vehicle registration noting this site's address and proof of insurance. Vehicles registered to other persons and/or to another address will not be granted permission to park in resident parking and must park in the surrounding vicinity, at the street. Vehicles must park in assigned parking space or risk being towed at owner's expense. Owner must continue to pay the monthly parking fee or risk being towed at owner's expense.

All vehicles on the premises must be operative and in good working order and have a valid inspection sticker. Disabled vehicles and/or vehicles in disrepair must be removed from the site immediately. Failure to remove disabled vehicle from the site within twenty-four (24) hours of management's or parking operator's request will be towed from the premises at the vehicle owner's expense. Any towing costs will be applied to the household account.

Commercial vehicle parking on the premises is at the sole discretion of the management office. Upon notification (24-hours after a window shield notification, or shorter if the vehicle is blocking access-ways), all commercial vehicles must be removed from the site.

The parking garage is available for use by Access A Ride and taxi vehicles as well as friends and family for pick-up and drop-off.

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16. Pets

As stated in your Lease, no dogs or animals of any kind shall be kept or harbored in the Apartment, unless in each instance it registered and expressly permitted in writing by Landlord. Such consent, if given, shall be revocable by Landlord at any time for good cause.

The registration process includes a description of the pet, proof of vaccinations, picture of the pet and any identifying features. Management will issue approval for the pet upon reasonable review.

The Landlord will allow the tenants with disability to keep one animal as a reasonable accommodation to the tenant's disability and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities.

In no event shall any dog be permitted on any passenger elevator or in any public portion of the building unless carried or on a leash, nor on any grass or garden plot under any condition. No pet shall be allowed in the laundry room or community room, except in cases of service pets.

All pets must be kept on leash when outside the apartment in all hallways, lobbies, elevators, stairwells, walkways, garages, and any other common area at the complex, and it is the responsibility of the household where the pet resides to clean up after the pet. Failure to clean up dog droppings will result in a violation notice

17. Exterminating Service

Extermination service is provided for tenants at no charge. The exterminator is on-site every month. To schedule an appointment for preventive exterminating measures or for eradication of pest infestation, please call the Maintenance Office. Tenants who have asthma, or who may be sensitive to chemicals used by the exterminator, can request a product list from the exterminator. If, because of health considerations, the tenant declines the use of a particular product, the exterminator can meet with the tenant and discuss the use of the best possible substitute product.

18. Garbage/Trash

Trash and garbage must not be allowed to accumulate in apartments. All recycling rules, if any, should be observed.

Trash should be discarded in the trash chutes in high rise buildings. Trash for townhouse units shall be discarded in the bins made available by property management located outside the town house buildings.

The compacter chutes (as available) on each floor are for standard household garbage.

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Residents are prohibited from putting glassware, flammable materials, aerosol cans and oversized bundles or objects in these chutes, Bottles, bulky trash and other such articles must be disposed of in the receptacles provided in designated locations. Residents must contact the management office for instructions on removal of furniture or large items. Anyone found leaving boxes or bags on the floor, in or outside of the compacter room will be subject to fines and/or legal proceedings.

Please contact property maintenance to properly discard large bulk items. In the high-rise buildings, an area on the first floor is designated for larger items that do not fit in the trash chute

19. Additional Household Members

Only the residents listed on your household certification and lease agreement are permitted to live in your apartment home. In accordance with your lease, you must obtain written prior consent of the landlord to add additional household members to your household certification and lease.

All additional adult household members must meet the resident screening criteria set forth by the landlord and have their income and/or assets included in the household annual income calculations in accordance with applicable regulations.

Additional adult household members who are not added to the household will not be allowed to remain in the apartment if the head of household leaves the apartment or passes away. Authorized adult household members wishing to remain in the apartment must also meet the Mitchell Lama succession rights family member/alternate family member requirements if the head of household leaves the apartment or passes away.

Please review the HPD Mitchell Lama rules, available online at: <https://www.nyc.gov/assets/hpd/downloads/pdfs/services/mitchell-lama-rules.pdf>. You can also contact the management office for a copy of the succession rights rules.

20. Laundry

Laundry rooms in the Development are for the use of tenants only. Laundry room facilities shall be used in such manner and at such times as Owner may direct. Tenants and their employees must observe the rules of common courtesy in the use of washers and dryers. **Tenants shall not dry or air clothes from the terrace or windows.**

The laundry room hours are 6am – 11pm daily.

Residents must only use the laundry room during the days and times posted. The laundry room will be closed promptly at the time posted. Any laundry that remains in the machines must be claimed the next day. Clothes left in the laundry room for a period of more than 24 hours may be disposed of.

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The installation and use of washing machines, dryers and dishwashers in individual apartments are strictly prohibited.

21. Community Room Use

Use of the community rooms in buildings 1-5 is allowed for private gatherings. Signing up for the room can be done through the property management office.

Fees: \$100 security deposit; security officer; and community room rental fee, \$250 in total. The \$100 deposit will be returned provided there is no damage to the room and it is thoroughly cleaned at the end of the event

Room Availability: Community Room rentals will be allowed for a maximum of 4 hours, not to go past 10pm

Responsibility: Community Rooms will be rented to the head of household only. The head of household will be required to sign a contract that will outline the rules governing the Community Room use. The head of household will agree to forfeit the right to rent the Community Room in the future if they or their guests violate of the rules.

The head of household who rented the room will be present throughout the entire event and must provide proper identification to staff and/or security when the room is opened for use.

There is No Alcoholic Beverages; No Smoking and No Drug Use allowed in the community room

22. Plumbing Facilities

Toilets sinks and other plumbing fixtures shall not be used for any purposes other than those for which they were designed or built and no sweeping, rubbish bags, acids or other substances shall be placed in them. Tenants shall be responsible to Owner for any damage resulting from violation of this rule.

23. Tenant shall not allow members of their household, employees, servants, agents, visitors or licensees to sweep, shake, hang or throw anything whatsoever out of the windows or balcony or to obstruct or place any objects on the windowsills or ledges connected to windows that are not on a balcony.

24. Drug Free Housing Rules

(a) Tenant, any member of the tenant's household, or guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the Development. "Drug-Related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use, of any substance covered by the Controlled Substances Act (2) U.S. C.

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- (b) Tenant, any member of the tenant' household, or guest or other person under the tenant's control, **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near the Development.
- (c) Tenant or members of the tenant's household will not permit their apartment to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaged in such activity is a member of the household or a guest.
- (d) Tenant or members of the tenant's household will not engage in the manufacture, sale, distribution of illegal drugs at any location, whether on or near the Development.
- (e) Tenant or any member of the Tenant's household or guest or other person under tenant's control **shall not engage in acts of violence or threats of violence** including but not limited to, the unlawful discharge of firearms on or near the Development.

25. Transfers and Reasonable Accommodations

Property management will make best efforts to accommodate transfers to households in good standing. Reasonable accommodation will be provided to residents in good standing to the extent available.

26. Renter's Insurance

It is strongly recommended that all residents purchase renters' insurance. Residents are responsible for searching for and procuring their own preferred renter's insurance provider. Please be advised that neither the property nor management is responsible for damage to your personal property.

27. Tenant shall be held responsible for any violation of these House Rules, or for any other lease violation, by members of Tenant's family and guests. A violation of any combination of these House Rules or any other lease violation may result in the initiation of appropriate legal action by Management, including but not limited to, lease termination and eviction.

28. Violence Against Women Act (VAWA)

Protection, exist under the Violence Against Women Act (VAWA) regardless pf sex, gender identity, or sexual orientation, for victims of domestic violence, dating violence, sexual assault or stalking.

If you or a member of your household is a victim please contact the Management office to learn about options such as an emergency transfer or the bifurcation of yow-lease to remove a perpetrator, should such need exist.



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TENANT

DATE

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ADDRESS

APARTMENT #

LANDLORD

EQUAL HOUSING OPPORTUNITY