

## Sitzmark Apartments

### Official Rules and Policies

#### A. Tenants

1. Except as detailed below and in the Housing Selection Guidelines and Processes, only members of the Winter Park local workforce as defined by the Town of Winter Park and the Winter Park Affordable Housing Corporation or its designee or successor ("WPAHC") will be allowed to enter into a tenancy for the Sitzmark Apartments.
2. All residents of a unit must be parties to the lease.
3. Leases will be limited to one-year duration. Tenants must notify the WPAHC at least one month before the termination of the current lease if the Tenants wish to renew the lease for an additional term. If the Tenants are still qualified, the WPAHC will renew the lease with the Tenants at a rate to be determined by the WPAHC.
3. Family members of a qualified workforce tenant may be parties to the lease regardless of whether they are members of the Winter Park local workforce.
4. Family members under the age of 19 years old who are full-time students and special needs family members of qualified workforce tenants are not required to be parties to the lease.
5. No individual guest will be allowed to stay in any unit for more than thirty days throughout the term of the lease. Any guest staying more than thirty days will be considered a tenant and must qualify for residency and become a party to the lease.
6. Excepting family members under the age of 19 years old and family members with special needs, no more than two tenants per bedroom will be allowed.

#### B. Payment of Rent

1. Rent will be set at an amount as determined by the Winter Park Town Council and the WPAHC.
2. All rent payments will be due upon the first day of every month throughout the term of the lease. Late payments will be subject to penalties as determined by the WPAHC.
3. Tenants will be responsible for all payments as required under the lease regardless of whether the tenant has abandoned the property.
4. The WPAHC, as lessor, will take reasonable steps to mitigate any economic damage resulting from abandonment of the lease.
5. All tenants of a particular unit will be jointly and severally liable for all rental payments due under the lease.
6. The WPAHC may waive rent or enter into repayment programs with tenants who have suffered unexpected economic setbacks.
7. The WPAHC will cooperate with nonprofit organizations who provide rental or move-in assistance.
8. The WPAHC may waive rent pursuant to community involvement programs instituted by either the Town or the WPAHC.
9. The WPAHC will report rental payments to the major credit reporting agencies. This policy is intended to help tenants improve their credit ratings.

### C. Utilities

1. Natural gas and electric bills will be due on the fifteenth of every month or as stated on the most current billing statement. Late payments may be assessed fees or penalties as determined by the WPAHC and as allowed by law.
2. All tenants of a particular unit are jointly and severally responsible for payments of utility bills.
3. Failure to pay natural gas and electric bills will be considered a breach of the lease.

### D. Security Deposits

1. A security deposit equal to one month's rent will be required for all units
2. The security deposit may be paid in equal installments over the term of the lease.
3. Renewing tenants' security deposits will be rolled over and no additional deposits will be required except in situations where the rent has increased. In such situations, tenants will be required to continue to make payments at the same rate as under the original lease until the security deposit equals one month's rent.
4. Security deposit may be used by the WPAHC to repair damage attributable to the tenant or to compensate for missing rent or utility payments. Despite the use of security deposit funds in such situations, the WPAHC may still consider the Tenants in breach of the lease.
5. If security deposit funds are used to remedy damage or costs incurred by the Tenants, the Tenants must replenish the security deposit as soon as possible in a manner to be determined by the WPAHC.
6. All efforts will be made to return security deposits as soon as possible upon termination of the lease, however, the Town of Winter Park and the WPAHC reserve the right to return the security deposit or provide an accounting of the security deposit anytime within sixty (60) days of the termination of the tenancy.
7. Where multiple tenants occupy any one unit, the security deposit will be returned in equal shares to all tenants who have provided valid mailing addresses.

### E. Pets

1. Tenants will be allowed to keep dogs and indoor domestic cats.
2. No more than two pets are allowed per any unit.
3. All pet owners will be required to pay for a DNA swab of their pet by a company to be determined by the WPAHC.
4. All pets must be leashed when on Hideaway Station common areas.
5. All owners must promptly clean up their pet's waste. Failure to clean up a pet's waste will result in the pet being barred from the premises and the owner being assessed all costs associated with the enforcement of this rule.
6. Pets that cause extensive damage or create a nuisance, as determined at the sole discretion of the WPAHC, may be immediately barred from the property.
7. Pets are limited to dogs, indoor domestic cats, fish and officially recognized service animals. All other pets and animals are prohibited.

### F. Parking

1. Each unit will be assigned one (1) parking space. Only permitted cars will be allowed in assigned spaces.
2. Non-designated spots are available on a first come basis. Long-term parking is not allowed in non-designated spaces.
3. Vehicle maintenance is not permitted in either assigned or non-designated spaces.
4. All vehicles must be licensed for on-road use.
5. Parking of trailers and over-sized work trucks is not permitted (standard sized pick-up trucks used as work trucks are permitted).
6. Residents are not allowed to park on the top floor of the parking structure except when shopping at the adjacent retail locations.

#### G. General Rules and Regulations

1. Tenants must keep their units in a state of reasonable repair and cleanliness.
2. The WPAHC will conduct quarterly inspections of units upon at least twenty-four (24) hour notice to the tenants.
3. The WPAHC may conduct inspections upon twenty-four (24) hour notice if reasonable suspicion exists that such an inspection is necessary.
4. The WPAHC may enter into units without notice if an emergency exists.
5. Tenants must immediately inform the WPAHC or its designee upon discovery of damage to the unit or building or breakage of fixture or appliances.
6. Tenants are not allowed to put any penetrations (e.g. picture hangers) into interior or exterior walls of the building. Penetrations necessary for the hanging of window coverings will be allowed with the written permission of the WPAHC.
7. Tenants may only place exterior furniture on patios and balconies; no indoor furniture may be kept on patios or balconies. Patios and balconies may not be used for storage of personal items.
8. No grills or open flames are permitted on balconies or patios.
9. Personal items are not allowed in public hallways, walkways, or other public areas in or around the buildings.
10. Tenants may not make changes to wall colors, flooring, appliances, fixtures or features without the express written permission of the WPAHC.
11. Excessive noise as determined at the sole discretion of the WPAHC is not permitted. Quiet hours will be enforced between 11:00 pm and 6:00 am.
12. Excessive or noxious odors as determined at the sole discretion of the WPAHC will not be permitted.
13. Use of the premises for conducting of illegal activities will result in the immediate termination of all lease tenancies in the offending unit.
14. Use of common areas is on a first-come / first-serve basis. All Tenants are responsible for cleaning any common areas and/or common fixtures that they use.