

Three Sons Investments, LLC
Embers Estates Mobile Home and RV Park
Attachment 1

EQUAL HOUSING OPPORTUNITY POLICY

NONDISCRIMINATION

It is the policy of the **Three Sons Investments, LLC** to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

The **Three Sons Investments, LLC** shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, handicap or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its management and/or ownership.

Three Sons Investments, LLC shall not take any of the following actions on account of race color, sex, religion, familial status, disability, handicap, or national origin;

- A. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.
- B. Provide housing which is different than that provided others
- C. Subject a person to segregation or disparate treatment.
- D. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Management.
- E. Treat a person differently in determining eligibility or other requirements for admission.
- F. Deny a person access to the same level of services.

Three Sons Investments, LLC shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., families with children born to unmarried parents). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

Three Sons Investments, LLC records with respect to applications for admission shall indicate for each application the date of receipt; the determination of eligibility or non-eligibility; and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

Resident(s) Initial: _____

ADMISSIONS POLICY

The Admissions Policy defines **Three Sons Investments, LLC** -policy for the operation of its rental properties incorporating Federal, State and Local Law. If there is any conflict between this policy and laws as regulating the law and regulations will prevail.

SCREENING

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the Property's lease. **Three Sons Investments, LLC** will look at past conduct as an indication of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the Property's environment, other residents, employees, or other people residing in the immediate vicinity of the Property. Applicants will be denied admission if they fail to meet the screening criteria.

Three Sons Investments, LLC will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent.
2. Ability to maintain their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents.
3. History of criminal activity by any household member involving crimes of physical violence against persons or Property and other criminal activity including drug-related criminal activity.
4. History of disturbing neighbors or destruction of Property.
5. History of abusing alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment by others.

Three Sons Investments, LLC will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The landlord will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head.
2. A rental history check of all adult family members.
3. A criminal background check of all adult household members, including live-in-aides.
4. A check of the state's lifetime sex offenders registration for each adult household member, including live-in-aides.

Resident(s) Initial: _____

REJECTION

An applicant may be denied housing for the following reasons:

1. Individual registered on the State's lifetime sex offenders list.
2. Failed to supply information or documentation required by the application process.
3. Applicant lacks the financial resources to reasonably afford housing applied for.
4. Applicant's credit or housing references make applicant a significant credit, safety or Property risk.
5. Have a history of criminal activity by any household member involving crimes of physical violence against persons on Property and any other criminal activity including drug related criminal activity.

APPLICATION FEE

Landlord may require applicant to pay a non-refundable application fee reasonably related to costs associated with the checking of employment, credit, housing and/or other references.

Landlord will disclose the nature and purpose of fee to applicant and provide applicant with a receipt for payment.

OFFER

An offer to rent will be based on the first valid tenant application received that satisfies all screening criteria and when the applicant furnishes the landlord the required security deposit and first month's rent.

Resident(s) Initial: _____

DISABILITY/HANDICAP POLICY

PURPOSE

The purpose of the disability/handicap policy is to make reasonable accommodations in rules, policies, practices, or services when such accommodations are necessary to afford a disabled/handicapped person equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

REASONABLE ACCOMMODATION

Sometimes people with disabilities may need reasonable accommodations to use and enjoy a dwelling unit. Where such accommodations are granted, they do not offer special treatment or advantage for the person with a disability; rather, they make the unit accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Landlord will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent the management will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

COMMUNICATION

Anyone requesting an application may also request to receive a Request for Reasonable Accommodation Form.

All decisions granting or denying requests for reasonable accommodations will be in writing.

VERIFICATION

Persons who claim disability/handicap but do not receive benefits under Section 224 of the Social Security Act or Section 102 (b)5 of the Developmental Disabilities Services and Facilities Construction Amendment of 1970, or any other disability insurance, and when an applicant or resident has no other means of verifying disability/handicap status, a disability/handicap verification shall be furnished to the Landlord.

Resident(s) Initial: _____

OCCUPANCY POLICY

PURPOSE

A lease constitutes the official relationship between the Property owner(s) and its residents. The lease contains the essence of the Property’s management policies and the occupancy policy provides depth to the lease document.

OCCUPANCY STANDARDS

The Resident shall use the premises as a private dwelling for himself or herself and the persons named in the lease, and shall not permit its use for any other purpose without the written permission of the Landlord. The Resident must disclose to the Landlord all persons who will regularly reside in the unit.

The Resident shall not:

- Permit any persons other than those listed in the lease and minor children who are born into the household during their tenancy, to reside in the dwelling for more than seven (7) days each year without obtaining prior written approval of the Landlord;
- Sublet or assign the unit, or any part of the unit;
- Engage in or permit unlawful activities in the unit, in the common areas, or on the Property ground;
- Act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- Permit any member of the household, a guest, or another person under the Resident’s control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or **Three Sons Investments, LLC** employees;
- Permit any member of the household, a guest, or another person to engage in any violent or drug-related criminal activity on or off the premises.

With the written permission of the Landlord, the Resident can incidentally use the premise for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper license in place.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodations of the Resident’s guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the Resident’s family.

Occupancy will be granted according to the matrix and/or other established policies:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<i>Minimum</i>	<i>Maximum</i>
0	1	1
1	1	2
2	1	4
3	1	6
4	1	8

- Every family member, regardless of age will be counted as a person. An unborn child will be counted as a person for occupancy.
- No more than 3 unrelated people per household will be allowed to rent unit

Resident(s) Initial: _____

RENT COLLECTION POLICY

Rent Collection Policy

1. Rents are due and payable in advance on or before the **3rd (third)** day of each month; and
2. All unpaid rents become delinquent after the 3rd (third) day of each month and unless a written extension is requested, and approved by the lessor prior to the 6th (sixth) day of the month, the tenant shall be personally served a 3-day notice to Pay or Quit; if payment is not received in full with 3 days of service of Notice, the account may be forwarded for legal processing; and
3. The maximum length of an extension of time to pay delinquent rent shall be 10 days; if the rent is not paid on the date set forth in the extension, the tenant will be served a Notice of Intent to Evict in accordance with the terms and conditions of the Tenant's Lease; and
4. Receipt of "Non-Sufficient Funds" (NSF) or No-Account Check is considered non-payment of rent; and additional \$_40.00_ NSF or No-Account Check charge will be assessed; and
5. Late payment of rent and/or receipt of a NSF No Account Check constitutes material non-compliance with the terms of the lease and may result in termination of tenancy; and
6. If a tenant issues an NSF or No-Account Check, the lessor has the right to require the tenant to pay future rents by cash, money order or a cashier's check; and
7. Failure by the lessor to terminate on the basis of an incident or combination of incidents is not a waiver of any legal remedies or termination at a later date; and
8. A \$40.00 late charge, plus \$5.00 for each additional day is added to any rents not paid on or by the 3rd day of the month or such later date set forth in an approved written extension.
9. If a tenant of an RV lot vacates the property before the end of the month rent may be pro-rated and returned to the tenant at the landlord's discretion providing all terms of the lease and policies and procedures have been met.

Resident(s) Initial: _____

INSPECTIONS POLICY

MOVE-IN INSPECTIONS

For mobile homes owned by **Three Sons Investments, LLC**, a representative from Three Sons Investments, LLC and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original placed in the resident file.

ANNUAL INSPECTIONS

Three Sons Investments, LLC may inspect each Property's lot and/or mobile home to ensure that each lot and/or mobile home meets the Landlord's standards. Work orders will be initiated to correct any deficiencies.

PREVENTATIVE MAINTENANCE INSPECTIONS

This inspection is intended to keep items in good repair. Provide the opportunity to perform minor servicing that extends the life of the unit and its equipment.

HOUSEKEEPING INSPECTIONS

At times deemed necessary as appropriate by the Landlord, a housekeeping inspection may be conducted to ensure the family is maintaining the mobile home owned by Three Sons Investments, LLC in a safe and sanitary condition.

NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative inspections, and housekeeping inspections the Landlord will give the tenant at least two (2) days written notice.

EMERGENCY INSPECTIONS

If any employee and/or agent of the Landlord has reason to believe that an emergency exists within the mobile home/lot, the mobile home/lot can be entered without notice. The person(s) that enter the mobile home/lot will leave a written notice to the resident that indicates the date and time the mobile home/lot was entered and the reason why it was necessary to enter the unit.

PRE-MOVE OUT INSPECTIONS

When a tenant gives notice they intend to move, the Landlord will offer to schedule a pre-move out inspection with the family.

MOVE-OUT INSPECTION

The **Three Sons Investments, LLC** conducts the move-out inspection after the tenant vacates to assess the condition of the mobile home/lot and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present.

Resident(s) Initial: _____

SMOKING POLICY

No smoking is allowed in any building owned by Three Sons Investments, LLC and/or any common areas such as the laundry facility, entry ways to building, hallway, and stairwell.

Smoking outside a building is allowed but must be done a minimum of 20 feet from any doorway of window. Any resident that chooses to smoke must use a fire-resistant ashtray no cigarette/cigar butts shall be left on the ground.

ANIMAL/PET POLICY

Animals/Pets **MAY** be allowed but require approval by the landlord **PRIOR** to bringing **ANY** pet, service animals, companion animals and assistive animals on Property. Receiving a prescription does not automatically approve a medically necessary animal, approval needs to be obtained by the landlord first.

Additional pet deposits may apply.

SNOW REMOVAL POLICY

In RV lots, Management will provide the snow removal on the sidewalks and streets. Tenants are responsible for all snow removal off their steps and any patio areas they may have.

In ALL Mobile Home Lots, tenants are responsible for all snow removal off their decks, front door steps, driveways and city sidewalks. If snow is not cleaned off within compliance with City Ordinances Management reserves the right to remove the snow from decks, steps, driveways and city sidewalks and charge a fee for the removal. Management will provide snow removal on the streets and on the sidewalks of any vacant lots.

PARKING

Tenants will be giving the use of 2 (two) reserved parking spaces located adjacent to their lot. If additional parking is needed tenant may park at their own risk on the public street outside the park. No automobile shall be parked on any Lot for any reason. Semi-trucks, semi-trailers, heavy equipment of any kind, boats, jet skis, ATVs, business vehicles or equipment of any kind, utility trailers of any size, horse trailers, extra-large trucks or vans, or non-working vehicles shall not be allowed anywhere in the Park without prior permission from Park management. Any activity that results in damage to the Leased Premises or any area in the Park shall result in a Fee in an amount equal to the cost of repairing said damage.

YARD RESTRICTIONS/MAINTENANCE

Tenants are NOT permitted to have any trampolines or pools of any kind on any property owned by Three Sons Investments, LLC.

In RV Lots, Management will provide all lawn care and maintenance.

In Mobile Home lots, Tenant is responsible for all lawn care and maintenance.

Resident(s) Initial: _____

TENANT'S LIABILITY

Tenants are required to maintain proper recreation vehicle, vehicle insurance and/or mobile home insurance with coverages within state minimums. Tenants are responsible for all damages caused to their RV and/or any vehicles that are out of the control of Management. Tenants also agree that a surge protector will be installed on any RV located on the Leased Premises at the Tenants' expense. Management is not responsible for any damages caused to tenant's property because a surge protector was not used.

Management will provide mobile home insurance for mobile homes owned by Three Sons Investments. This insurance does not provide any coverage for tenant's belongings, if tenants wish to purchase renters insurance they may do so at their own expense.

MOBILE HOME/RV DESCRIPTION

Tenants will be responsible for providing a description containing the serial number, year, make, model and license plate number (for RV's) to Management.

Description:

Resident(s) Initial: _____