

JS 44 - CAND (Rev. 11/04)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO.)

ORIGINAL

I. (a) PLAINTIFFS

GUY MONTAG DOE, NATIONAL RIFLE ASSOCIATION OF AMERICA, INC., CITIZENS COMMITTEE FOR THE RIGHT TO KEEP AND BEAR ARMS

DEFENDANTS

SAN FRANCISCO HOUSING AUTHORITY, MIRIAM SAENZ, IN HER OFFICIAL CAPACITY, HENRY ALVAREZ III, IN HIS OFFICIAL CAPACITY, JOHN STEWART COMPANY, CITY AND COUNTY OF SAN FRANCISCO, GAVIN NEWSOM, IN HIS OFFICIAL CAPACITY, AND DOES 1-10

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF San Francisco
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT San Francisco
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

C. D. Michel S.B.N. 144258
Don B. Kates S.B.N. 39193
TRUTANICH - MICHEL, LLP
180 East Ocean Blvd., Suite 200
Long Beach, CA 90802

ATTORNEYS (IF KNOWN)

EDL

ADR

E-filing

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For diversity cases only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN

- (PLACE AN "X" IN ONE BOX ONLY)
- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 RR & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (US Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing <input type="checkbox"/> 444 Welfare <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Amer w/ disab - Empl <input type="checkbox"/> 446 Amer w/ disab - Other	PRISONER PETITIONS <input type="checkbox"/> 510 Motion to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus: <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 560 Civil Rights <input type="checkbox"/> 565 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	

VI. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Action under Title 42 U.S.C. 1983 to vindicate the rights of San Francisco residents of public housing to keep firearms as guaranteed by the Second, and Fourteenth Amendments to the United States Constitution.

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$ UNDER F.R.C.P. 23

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ YES ☒ NO

VIII. RELATED CASE(S) IF ANY PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AN "X" IN ONE BOX ONLY)

☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE

DATE June 26, 2008

SIGNATURE OF ATTORNEY OF RECORD

1 C. D. Michel - S.B.N. 144258
Don B. Kates - S.B.N. 39193
2 Jason A. Davis - S.B.N. 222250
Clinton B. Monfort - S.B.N. 255609
3 TRUTANICH • MICHEL, LLP
180 E. Ocean Boulevard, Suite 200
4 Long Beach, CA 90802
Telephone: 562-216-4444
5 Facsimile: 562-216-4445
Email: cmichel@tmlp.com
6

7 Attorneys for Plaintiffs

E-filing

8
9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 GUY MONTAG DOE, NATIONAL
RIFLE ASSOCIATION OF
13 AMERICA, INC., CITIZENS
COMMITTEE FOR THE RIGHT TO
14 KEEP AND BEAR ARMS,

15 Plaintiffs

16 vs.
17

18 SAN FRANCISCO HOUSING
AUTHORITY, MIRIAM SAENZ, IN
19 HER OFFICIAL CAPACITY,
HENRY ALVAREZ III, IN HIS
20 OFFICIAL CAPACITY, JOHN
STEWART COMPANY, CITY AND
21 COUNTY OF SAN FRANCISCO,
GAVIN NEWSOM, IN HIS
22 OFFICIAL CAPACITY, AND DOES
1-10,

23 Defendants.
24
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27
28

FILED

JUN 27 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ORIGINAL

CASE NO. **CV 08**

3112

COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF

EDL

INTRODUCTION

1
2 1. This is an action under Title 42 U.S.C. 1983 to vindicate the rights of law
3 abiding, responsible San Francisco residents and residents of public housing to
4 keep firearms as guaranteed by the Second and Fourteenth Amendments to the
5 United States Constitution, which guarantee the right of law-abiding, responsible
6 adults to keep firearms in the home for lawful defense of their families and other
7 lawful purposes.¹

8 2. Plaintiff GUY MONTAG DOE is a homosexual man currently living in
9 public housing provided and administered by the SAN FRANCISCO HOUSING
10 AUTHORITY (hereafter "SFHA"). The fictitiously named plaintiff brings suit
11 under a pseudonym, fearing that disclosure of plaintiff's true identity will lead to
12 retaliation by defendants through eviction and/or criminal prosecution.

13 3. Plaintiff NATIONAL RIFLE ASSOCIATION OF AMERICA, INC.
14 (hereafter "NRA") is a non-profit association incorporated under the laws of New
15 York, with its principal place of business in Fairfax, Virginia. NRA has a
16 membership of approximately 4 million persons. NRA members reside in the City
17 and County of San Francisco and in San Francisco public housing facilities,
18 including plaintiff GUY MONTAG DOE. The purposes of NRA include
19 protection of the right of citizens to have firearms for the lawful defense of their
20 families, persons, and property, and to promote public safety and law and order.
21 NRA brings this action on behalf of itself and its members, some of which reside in
22 San Francisco and in San Francisco public housing.

23
24 ¹ Plaintiff is aware that current case law in this circuit (*Silveira v.*
25 *Lockyer*, 312 F. 3d 1052 (9th Cir. 2002) ; *Fresno Rifle and Pistol Club, Inc.*
26 *v. Van De Kamp*, 965 F. 2d 723 (9th Cir. 1992) ; *Hickman v. Block*, 81 F.
27 3d 98 (9th Cir. 1996)) does not permit individuals to bring Second
28 Amendment causes of action. Violation of that amendment is being plead
here as a good faith argument for modification and/or reversal of existing
law or the establishment of new law. F.R.C.P. 11 (b)(2).

1 4. Plaintiff CITIZENS COMMITTEE FOR THE RIGHT TO KEEP AND
2 BEAR ARMS (hereafter "CCRKBA") is a non-profit membership organization
3 incorporated under the laws of Washington, with its principle place of business in
4 King County, Washington. Members of CCRKBA reside in the City and County
5 of San Francisco and in San Francisco public housing facilities, including plaintiff
6 MONTAG. The purposes of CCRKBA include protection of the right of citizens
7 to have firearms for the lawful defense of their families, persons, and property, and
8 to promote public safety. CCRKBA brings this action on behalf of itself and its
9 members.

10 5. Defendant SFHA is a California public entity, chartered under special
11 authority from the CITY and COUNTY OF SAN FRANCISCO, which administers
12 public housing in San Francisco.

13 6. Defendant MIRIAN SAEZ is currently acting as the Executive Director
14 of SFHA and is sued in her official capacity.

15 7. Defendant HENRY ALVAREZ III was recently appointed Executive
16 Director of SFHA and is sued in his official capacity.

17 8. Defendant CITY AND COUNTY OF SAN FRANCISCO (hereafter
18 "CITY") is a municipal corporation acting as such by and under state law.

19 9. Defendant GAVIN NEWSOM is the current mayor and chief executive
20 officer of defendant CITY and is sued in his official capacity.

21 10. Defendant JOHN STEWART COMPANY manages Valencia Gardens
22 Housing, which is the one of defendant SFHA's housing projects in which
23 defendant GUY MONTAG DOE resides. In managing Valencia Gardens Housing,
24 defendant JOHN STEWART COMPANY acts for and under the control and at the
25 behest of SFHA.

26 11. Defendants DOES 1-10 are persons or public or private entities which
27 have taken some part in the wrongs hereinafter alleged but whose true names are
28 currently unknown. When their true names become known this complaint will be

1 amended to substitute those names.

2 12. At all times herein mentioned all defendants have acted under color of
3 law of the State of California and of CITY.

4 5 JURISDICTION

6 13. Jurisdiction of this action is founded on 28 U.S.C. § 1331 in that this
7 action arises under the Constitution and laws of the United States, and under 28
8 U.S.C. § 1343(3) in that this action seeks to redress the deprivation, under color of
9 the laws, statute, ordinances, regulations, customs and usages of the State of
10 California and political subdivisions thereof, of rights, privileges or immunities
11 secured by the United States Constitution and by Acts of Congress.

12 14. This action seeks relief pursuant to 28 U.S.C. §§ 2201, 2202, and 42
13 U.S.C. § 1983. Venue lies in this district pursuant to 28 U.S.C. § 1391.

14 15 FACTS

16 15. Plaintiffs, and each of them, are responsible law abiding adults who are
17 fully qualified to own firearms under federal and California law.

18 16. Plaintiff GUY MONTAG DOE keeps a firearm in his home for
19 protection, particularly against perpetrators of sexual orientation-based hate crimes,
20 i.e., physical attacks on persons perceived as homosexuals, motivated solely by
21 antagonism to them because of their perceived sexual orientation. The other
22 plaintiffs represent residents of public housing units who also keep firearms for
23 defense of themselves, their homes and families.

24 17. Many SFHA housing units, including those occupied by plaintiffs, are in
25 dangerous high crime areas. The violent crimes in these areas include sexual
26 orientation-based hate crimes.

27 18. CITY has adopted San Francisco Police Code section 617, which renders
28 responsible, law abiding adult public housing residents especially vulnerable to

1 home invasion and violence by forbidding them to keep any firearm for
 2 self-defense (or any other lawful purpose) in their public housing units. A copy of
 3 the ordinance is attached as **Exhibit A**, and is incorporated herein as if set out
 4 verbatim. SFHA forbids public housing residents from possessing firearms in their
 5 homes for their protection and requires them to sign a lease which forbids this. It is
 6 SFHA's actively enforced policy that its residents are not to keep firearms and are
 7 to be evicted if they are found to possess firearms. A copy of SFHA's model lease
 8 agreement is attached hereto as **Exhibit B**, and is incorporated herein as if set out
 9 verbatim. The prohibitions on the possession of all firearms and ammunition are
 10 found at paragraphs 14 and 15 the model lease agreement.

11 19. Attached hereto as **Exhibit C**, and incorporated herein as if set out
 12 verbatim, is a February 7, 2008 letter from Vincent Alvarenga, property manager
 13 for Valencia Gardens Housing, to all Valencia Gardens Housing residents
 14 including plaintiff GUY MONTAG DOE. It incorporates SFHA's and JOHN
 15 STEWART COMPANY's current "House Rules" which all residents of Valencia
 16 Gardens Housing are required to abide by. One of those rules is that no resident
 17 may have any effective means of self-defense in the home. A copy of the Valencia
 18 Gardens Housing "House Rules" is attached hereto as **Exhibit D**, and is
 19 incorporated herein as if set out verbatim. The prohibition on the possession of
 20 firearms is found at paragraph 1.9 of the "House Rules."

21 20. The aforesaid SFHA policies derive and are based upon San Francisco
 22 Police Code sec. 617.

23 21. Defendants threaten to impose and are imposing this policy on each
 24 plaintiff through the possibility of eviction and/or criminal prosecution.

25 26 **FIRST CLAIM - SECOND AMENDMENT**

27 22. The Second Amendment to the United States Constitution guarantees the
 28 right of responsible, law abiding adult Americans to keep firearms in their

1 dwellings for the defense thereof and the defense of their families.

2 23. The Fourteenth Amendment to the United States Constitution extends
3 that guarantee through the due process clause to apply against state and local
4 governmental entities, including defendants.

5 24. Defendants' blanket prohibition of keeping defensive firearms in public
6 housing units violates plaintiffs' rights, privileges and immunities under the
7 Second Amendment in this respect. To this end, defendants' prohibition on the
8 possession of firearms in public housing units under the policies of the SFHA, the
9 aforementioned lease provisions and "House Rules," and San Francisco Police
10 Code section 617 is unconstitutional both on its face and as applied to plaintiffs
11 through the threat of eviction from public housing for violation of the lease
12 provisions.

13 25. Plaintiffs seek equitable and other relief, including attorneys fees,
14 precluding defendants from prohibiting or precluding their keeping of firearms for
15 self-defense and other lawful purposes. Other than this action for injunctive and
16 declaratory relief, plaintiffs have no clear, speedy and effective remedy for
17 deprivation of their rights, privileges and immunities.

18
19 **DECLARATORY JUDGMENT ALLEGATION**

20 26. There is an actual and present controversy between the parties hereto in
21 that plaintiffs contend that defendants' policy of forbidding residents to possess the
22 means of self-defense is unlawful. Defendants deny this contention. Plaintiffs
23 desire a judicial declaration of their rights and defendants' duties, to wit, that
24 defendants' said policy is contrary to law.

25
26 **PRAYER**

27 WHEREFORE plaintiffs pray for relief as follows:

28 1) For temporary, preliminary and permanent relief restraining defendants

1 from promulgating or in any way enforcing their policy of banning the keeping of
2 arms in public housing units;

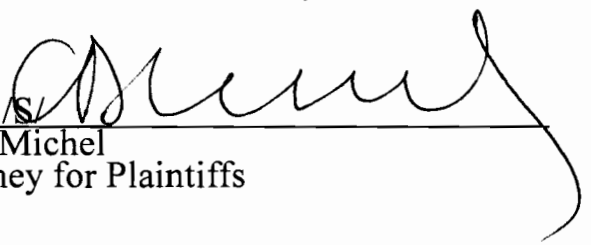
3 2) For declaratory judgment adjudging and decreeing that defendants' policy
4 of forbidding residents to possess the means of self-defense is unlawful;

5 3) For attorneys fees as provided for in either and both federal and California
6 law;

7 4) For such other and further relief as may be just and proper.

8 Date: June 26, 2008

TRUTANICH • MICHEL, LLP

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11 C. D. Michel
12 Attorney for Plaintiffs
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City and County of San Francisco

Master Report

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 070682	File Type: Ordinance	Status: Passed
Enacted: 194-07		Effective:
Version: 2	Reference:	In Control: Mayor
File Name: Prohibition of possession or sale of firearms or ammunition on county property		Introduced: 5/15/2007
Requester:	Cost:	Date Passed: 8/1/2007
Comment No Fiscal Impact; No Economic Impact	Title: Ordinance amending the San Francisco Police Code by adding Section 617 to prohibit the possession or sale of firearms or ammunition on property controlled by the City and County of San Francisco.	

Indexes:

Sponsors: Mayor, Maxwell, Mirkarimi

History of Legislative File		070682				
Ver	Acting Body	Date	Action	Sent To	Due Date	Pass/Fail
1	President	5/15/2007	ASSIGNED UNDER 30 DAY RULE	Public Safety Committee	6/14/2007	
1	Public Safety Committee	7/9/2007	AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE			Passed
<i>Heard in Committee. Speakers: Lenore Anderson, MOCJ; Sgt. Mikail Ali, MOCJ; Jeanie Woodford, Adult Probation; Nike and Theo Milonopoulos, Co-Founders, Kidz Voice-LA; Juliet Leftwich, Senior Counsel, Legal Community Against Violence; K. Bard, CLEAR Project; Francisco Da Costa; Diane Smith; Patricia Vaughn; Mr. Harris.</i>						
2	Board of Supervisors	7/17/2007	PASSED ON FIRST READING			Passed
2	Board of Supervisors	7/24/2007	FINALLY PASSED			Passed
2	Mayor	8/1/2007	APPROVED			

<http://www.municode.com/Resources/gateway.asp?pid=14140&sid=5>

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ARTICLE 9: MISCELLANEOUS CONDUCT REGULATIONS

1. SEC. 617. PROHIBITION AGAINST POSSESSION OR SALE OF FIREARMS OR AMMUNITION ON PROPERTY CONTROLLED BY THE CITY AND COUNTY OF SAN FRANCISCO.

A. Legislative Findings.

(1) The national and statewide statistical information available from numerous sources overwhelmingly demonstrates that the incidence of gunshot fatalities and injuries has reached alarming and thus, unacceptable proportions; and

(2) Government at all levels has a substantial interest in protecting the people from those who acquire guns illegally and use them to commit crimes resulting in injury or death of their victims; and

(3) Recent events throughout the City and County have generated additional fears of random usage of guns to commit violence on unsuspecting residents, children and adults alike; and

(4) The Board of Supervisors finds that crimes and injuries committed with the use of a firearm are prevalent in San Francisco, with local statistics showing an increase in homicides by use of a gun increasing from 39 gun homicides out of 63 total homicides in 2001, which is a 63 percent increase, to 68 gun homicides out of 85 total homicides in 2006, which is an 80 percent increase. Local statistics also show that San Francisco Police Department has seized 1,158 guns in 2005, and 1,104 guns in 2006. In 2007, there have already been 25 gun homicides.

(5) In the City and County of San Francisco, the number of nonfatal injuries from guns has steadily increased. While, in 2001, 81 patients were admitted to SF General Trauma Center for serious injuries resulting from gun shots, the number of patients admitted for serious injuries rose to 228 by 2006. Similarly, the total number of shootings that resulted in nonfatal injuries documented by SFPD was 269 in 2005, 303 in 2006, and in 2007 this number has already reached 105 by May 10; and

(6) Gun crimes in and around schools and on buses carrying students to and from school have become increasingly common; and

(7) In 2003 and 2004, 52 percent of the City's gun violence victims were under the age of 25.

(8) Homicides committed with handguns are the leading cause of firearms related injuries and death in California; and

<http://www.municode.com/Resources/gateway.asp?pid=14140&sid=5>

(9) The widespread availability of illegally obtained firearms has resulted in a significant rise in the number of shooting incidents across the County; and

(10) The Board of Supervisors has authority over the management and control of City and County property, and it may regulate, by ordinance, the manner in which the property of the City and County is accessed and used by members of the public; and

(11) Prohibiting the possession or sale of firearms and/or ammunition on City and County property will promote the public health and safety by contributing to the reduction in the presence of firearms and the potential for gunshot fatalities and injuries in the county. It will increase the confidence of members of the public that they are not at risk of injury from firearms when they seek to use the property and facilities of the City and County. In particular, this Board of Supervisors finds that an enormous number of the general public utilizes the parks, playgrounds and squares of San Francisco. This Board finds that prohibiting the possession or sale of firearms and ammunition on City and County property will help to ensure the safety of the general public and specifically children who are among the most vulnerable in our society; and

(12) The California Supreme Court has ruled that State Law does not preempt local laws banning the possession and sale of firearms and ammunition on their property. In *Nordyke v. King* (2002) 27 Cal.4th 875, the Supreme Court upheld an Alameda County ordinance banning the possession of firearms and ammunition on county owned property and in *Great Western v. County of Los Angeles* (2002) 27 Cal.4th 853, the Supreme Court upheld a Los Angeles County Ordinance prohibiting all sales of firearms and ammunition on county property. These rulings uphold the legal ability of the Board of Supervisors to ban the possession and sale of firearms and ammunition on City and County property.

B. Legislative Intent. With passage of this ordinance, the City and County seeks to ensure that its property and facilities are used in a manner consistent with promoting the health, safety and welfare of all of its residents.

C. Definitions.

(1) City and County Property.

(a) As used in this section, the term "City property" means real property, including any buildings thereon, owned or leased by the City and County of San Francisco (hereinafter "City"), and in the City's possession or in the possession of a public or private entity under contract with the City to perform a public purpose including but not limited to the following property: recreational and park property including but not limited to Golden Gate Park, the San Francisco zoo, Hilltop Park and San Francisco's parks and playgrounds, plazas including but not limited to United Nations Plaza and Hallidie Plaza, community centers such as Ella Hill Hutch Community Center, and property of the Department of Recreations and Parks, the Port, and the Public Utilities Commission.

The term "City property" does not include any "local public building" as defined in Penal Code Section 171b(c), where the state regulates possession of firearms pursuant to Penal Code Section

171b.

The term "City property" also does not include the public right-of-way owned by the City and County of San Francisco including any area across, along, on, over, upon, and within the dedicated public alleys, boulevards, courts, lanes, roads, sidewalks, streets, and ways within the City or any property owned by the City that is outside the territorial limits of the City and County of San Francisco.

(2) Firearms. As used in this section the term "firearm" is any gun, pistol, revolver, rifle or any device, designed or modified to be used as a weapon, from which is expelled through a barrel a projectile by the force of an explosion or other form of combustion. "Firearm" does not include imitation firearms or BB guns and air rifles as defined in Government Code Section 53071.5.

(3) Ammunition. "Ammunition" is any ammunition as defined in California Penal Code Section 12316(b)(2).

C. Possession or Sale of Firearms or Ammunition on County Property Prohibited. No person shall:

(1) Bring onto or possess on county property a firearm, loaded or unloaded, or ammunition for a firearm.

(2) Sell on county property a firearm, loaded or unloaded, or ammunition for a firearm.

D. Exceptions, Ban on Possession. Section C.(1) above shall not apply to the following:

(1) A peace officer, retired peace officer or person assisting a peace officer when authorized to carry a concealed weapon under Penal Code Section 12027(a) or a loaded firearm under Penal Code Section 12031(b)(1) and under 18 U.S.C. 926B or 926C.

(2) Members of the armed forces when on duty or other organizations when authorized to carry a concealed weapon under Penal Code Section 12027(c) or a loaded firearm under Penal Code Section 12031(b)(4).

(3) Military or civil organizations carrying unloaded weapons while parading or when going to and from their organizational meetings when authorized to carry a concealed weapon under Penal Code Section 12027(d).

(4) Guards or messengers of common carriers, banks and other financial institutions when authorized to carry a concealed weapon under Penal Code Section 12027(e) and armored vehicle guards when authorized to carry a loaded weapon under Penal Code Section 12031(b)(7).

(5) Persons who are at a target range.

(6) Honorably retired Federal officers or agents of Federal law enforcement agencies when authorized to carry a concealed weapon under Penal Code Section 12027(i) or a loaded weapon under Penal Code Section 12031(b)(8).

THE SAN FRANCISCO HOUSING AUTHORITY LEASE AGREEMENT**1. LEASE SUMMARY**

Tenant _____ Account No. _____

Co-Tenant _____ Number of Bedrooms _____

Address _____ Dwelling Unit No. _____

Email Address _____

Monthly Rent \$ _____ Effective Date _____

Initial Payment \$ _____ Security Deposit \$ _____ Other Deposit \$ _____

2. PARTIES

This Lease agreement ("Lease") is between the San Francisco Housing Authority ("SFHA") and the Tenant or Tenants listed in Section 1 ("Tenant"). Each of the Tenants is individually, jointly and severally responsible for performance of all obligations under this Lease, including but not limited to payment of Rent.

3. PREMISES, LEASE TERM AND RENEWAL

Under the Lease, the SFHA shall Rent to Tenant the dwelling unit described in Section 1 above ("Residence"). The Residence is located in a Federally funded public housing development ("Development") owned by the SFHA. The term of this Lease shall be one (1) calendar year, renewed as stipulated in Section one (1) of the Lease and shall be automatically renewed for the same period, unless terminated by the SFHA or Tenant pursuant to this Lease.

4. HOUSEHOLD MEMBERS

(A) The Residence is a private residence to be occupied only by Tenant and the following members of Tenant's household:

	Name	Relationship	Sex	Birth Date MM/DD/YYYY	Social Security #	Driver's License # or CA ID
1.		Head of Household		/ /	- -	
2.				/ /	- -	
3.				/ /	- -	
4.				/ /	- -	
5.				/ /	- -	
6.				/ /	- -	
7.				/ /	- -	
8.				/ /	- -	

- (B) The Household Members listed above shall be considered the sole residents of the Residence. All Household Members agree that they must abide by the provisions of this Lease and that failure to abide may result in termination of this Lease with the entire Household. **All adult (18 years or older) Household Members further agree that if any guest or minor child violates the provisions of this Lease, the Lease may be terminated.** The terms "Household" and "Household Members" shall mean only Tenant and the persons listed in Section 4(A).
- (C) Household Members shall have the right to the exclusive use and occupancy of the Residence in accordance with the terms of this Lease, including reasonable accommodation of guests. The term "guest" means a person in the Residence with the consent of Tenant. Tenant shall not knowingly permit anyone other than a Household Member as defined in Section 4A to use the Residence as an address or as a "mail drop." **Using the premises as a mail drop is considered a material breach of the Lease and could result in termination of this Lease.**
- (D) Tenant shall not permit anyone other than a Household Member listed in Section 4(A) to stay at the Residence for more than fourteen (14) days in any month or forty-five (45) days in any twelve (12) month period, cumulatively, without the prior written permission of the SFHA. Tenant shall notify the SFHA of any guests who have resided in the unit for ten (10) days or more. Tenant shall notify the SFHA within one (1) day if any guest is a parolee or a probationer, a registered sex offender, or has been convicted for the manufacture or production of methamphetamines. Failure to comply with this provision shall constitute a material violation of this Lease and grounds for eviction.
- (E) Any additions to the Household Members named on the Lease, including live-in aides and foster children, but excluding natural births, require the advance written approval of the SFHA. New Household Members must meet all applicable eligibility and screening requirements, including proof of custody, criminal history check if over eighteen (18), guardianship, or adoption for minor children. The Household shall not be entitled to any priority or preference with regard to transfer to a new dwelling unit based on a change in the size of the Household.
- (F) Tenant agrees to wait for SFHA approval before allowing additional persons to move into the Residence. Failure to comply with this provision shall constitute a material violation of this Lease and grounds for eviction.
- (G) If a Household Member qualifies to have a live-in aide, the aide shall have no tenancy rights. Live-in Aide means a person who resides with an elderly, disabled or handicapped person and who: a) is determined to be essential to the care and well-being of the person; b) is not obligated for the support of the person; and c) would not be living in the unit except to provide the necessary supportive services. Official documentation and/or live-in aide certification must be provided. The aide may live at the Residence only so long as the Household Member qualifies for the aide's services and must vacate immediately upon termination of employment or death of the Tenant.
- (H) Tenant shall notify the SFHA in writing if any Household Member vacates or no longer resides at the Residence within ten (10) days of the occurrence. Tenant shall continue to be fully responsible for the actions of all Household Members until the SFHA has been notified in writing of the change and the Household Member has been removed from the Lease in accordance with Section 9(F). **SFHA will not remove a Household Member**

from the Lease once a Lease violation has occurred, unless the SFHA makes a determination as specified in 18(D) of this Lease Agreement.

5. RENT

- (A) The Initial Payment (see Section 1) shall be for Rent for the period beginning on the Effective Date and ending at 11:59 p.m. on the last day of that calendar month. The Initial Payment is due at the time Tenant signs the Lease. The Monthly Rent listed in Section 1 above ("Monthly Rent") is subject to change pursuant to the procedure set forth in Section 9.
- (B) Monthly Rent shall be paid on or before the first day of each calendar month. A \$25 late charge will be assessed if Rent is not received by the fifth (5) calendar day of the month. **The late charge shall be due and payable fourteen (14) days after the SFHA gives written notice of said charge.** Tenant agrees that this provision for payment of a late charge does not establish a grace period and that the SFHA may serve a notice to pay Rent or quit the premises at any time after the payment is due. Payment of the late charge does not cure the late payment for purposes of establishing habitual late payment of Rent as defined in Section 5(D).
- (C) Tenant shall pay Rent to the SFHA by personal check, certified check, money order, electronic benefits transfer (EBT), or by other electronic means acceptable to the SFHA. Tenants who submit a check that is returned for insufficient funds or a closed or non-existent account shall be assessed a service charge of \$25.00 and shall make future payment by certified check or money order only. The SFHA will not accept personal checks for past-due Rent. The SFHA has the right to demand certified funds on nonpayment of Rent notices.
- (D) In the event of habitual late payment, the SFHA shall have the right, in addition to all other remedies under this Lease and at law, to require that Tenant participate in a direct payment program. "Habitual late payment" shall mean failure by Tenant to pay Rent timely or any other payments required under this Lease for any three (3) months during any twelve (12) month period. SFHA may terminate or refuse to renew the Lease agreement in the event of habitual late payment.
- (E) Tenant shall be liable for Rent through the date that all Household Members vacate the Residence, provided that Tenant has given at least thirty (30) days' written notice to the SFHA of their intent to vacate. In the absence of such notice, Tenant shall be liable for Rent for thirty (30) days after the date that the property manager has knowledge that all Household Members have vacated the Residence.
- (F) In the event the Tenant is transferring from another SFHA-operated or Public Housing or Section 8 dwelling unit, any charges under the previous Lease are due under this Lease. Except for priority transfers, Tenant must pay all monies owed to the Housing Authority or enter into a Stipulated Agreement to pay any unpaid balance prior to transferring to another managed housing unit or receiving a Section 8 voucher (if available).
- (G) The SFHA shall not be liable for any damage caused by its failure to deliver possession of the Residence at the beginning of the term. Tenant shall not be liable for any Rent until possession is delivered.

6. OTHER CHARGES

- (A) In addition to Rent, Tenant is responsible for the payment of other charges specified in this Lease, including but

not limited to maintenance and repair services, excess utility charges, and late fees. The SFHA shall assess charges for maintenance and repair services in accordance with the Schedule of Charges, which is incorporated by reference in this Lease. Charges for services that are not listed on the Schedule of Charges shall be based on the actual cost of labor and materials, including any overtime rates.

- (B) Tenant shall pay reasonable charges for maintenance and repair of damages beyond normal wear and tear to the Residence, the Development, facilities, or common areas caused by any Household Member or guest. Tenant shall pay reasonable charges for any cleaning or pest control made necessary by any Household Member or guest. Tenant shall be charged in the event the Residence is not prepared for pest control or mold and mildew abatement in a manner specified by the SFHA when requested.
- (C) Charges assessed to Tenant for maintenance or repair services, or for excessive utility consumption, shall be charged to Tenant's account and shall be due on the first day of the second month following the month in which the charges are incurred. Tenant shall make payments at the SFHA property office. Failure to make payments when due shall constitute a material breach of this Lease. This action is subject to paragraph 21 of this Lease Agreement.
- (D) The imposition of charges for consumption of excess utilities is permissible only if such charges are determined by an individual check meter servicing the Leased unit or result from the use of major Tenant-supplied appliances.
- (E) The SFHA shall be responsible for repair of the unit within a reasonable time; provided, that if the damage was caused by the Tenant, Tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant.
- (F) All amounts due and all payments made by Tenant pursuant to this Lease shall be listed on the Tenant's account. The SFHA shall apply all monies received from Tenant to the oldest amount due on the account.

7. DEPOSITS

- (A) At or before move-in, Tenant shall pay an amount equal to the Monthly Rent or a minimum of \$100, whichever is greater, as a security deposit.
- (B) The SFHA may use the security deposit at the termination of the Lease for any purpose permitted by California law. The SFHA shall return the security deposit to Tenant in accordance with law after all Household Members have vacated the Residence, less any deductions permitted by law. If any deductions are made, the SFHA will furnish Tenant with a written statement of all costs for damages or other charges deducted from the deposit as required by law.
- (C) Tenant shall pay a pet deposit of \$100 prior to obtaining any pet approved by the SFHA. Tenant may request a refund of the pet deposit upon the termination of tenancy or after providing satisfactory documentation that Tenant no longer has the pet. The SFHA shall refund such deposit only after an inspection of the Residence for pet damage and after making reasonable deductions for such damage.
- (D) Tenant shall pay a deposit of \$250 prior to conducting any approved business activity in the Residence.
- (E) Tenant shall pay additional deposits as required by the SFHA for approved installation of satellite dishes.

- (F) Payment of security and other deposits does not create a trust relationship between Tenant and the SFHA. The SFHA shall be under no obligation to maintain monies paid toward security or other deposits in a separate account. The SFHA shall be under no obligation to pay interest on these deposits.

8. UTILITIES, APPLIANCES AND SERVICES

- (A) The SFHA shall furnish the Residence with the appliances and utilities listed on the pre-Lease form. The SFHA shall also provide reasonable sewer and garbage collection services and reasonable amounts of running water. Tenant agrees that all appliances supplied by the SFHA shall be received in "as is" condition with no warranties as to performance. Tenant agrees to the upkeep of the refrigerator and stove. In the event of damage beyond repair, the SFHA will only replace the stove and not the refrigerator.
- (B) If the SFHA provides utilities, Tenant may use a reasonable amount of gas or electricity at no cost in accordance with the Utility Allowance Schedule. Tenant shall pay the SFHA reasonable charges for the excessive consumption of gas or electricity as determined by the Excessive Utility Consumption Charge Rates. Both the Utility Allowance Schedule and the Excessive Utility Consumption Charge Rates are incorporated by reference into this Lease.
- (C) If the SFHA does not provide utilities, then Tenant shall purchase utilities directly from the provider. In such cases the Monthly Rent shall already be adjusted downward by the amount set forth in the Utility Allowance Schedule. The actual cost of utilities shall not be deducted from Monthly Rent. The SFHA has no obligation to pay Tenant's utility bills and shall not be responsible for disruptions in service due to Tenant's failure to pay bills or any other reason beyond its control. Tenant shall maintain the uninterrupted supply of utility services by paying the utility bill promptly to avoid shut-off. Failure to maintain utility service for any reason shall constitute a material violation of this Lease.
- (D) Tenant Responsibilities: Tenant shall not waste the utilities provided by the SFHA. Tenant shall not tamper with any gas, electric or other utility meters, lines, or connections, including telephone and television lines. Tenant shall not obtain any utility for which Tenant has not paid, including but not limited to pirating television signals, running extension cords, or water hoses into adjacent units. Tenant shall not use the stove or oven to heat the Residence or to dry clothes. If the Tenant tampers with any utilities, it shall be considered a material breach of the Lease.
- (E) Prior written approval of the SFHA is required before installing appliances such as washing machines or dryers. The Residence must be equipped with the appropriate connections at the time of move-in, including but not limited to washer hook-ups, dryer vents and electrical outlets; otherwise, washers and dryers are strictly prohibited. If the Residence is properly equipped and approval is granted, Tenant shall be solely responsible for installation and maintenance and shall be liable for any damage caused to the Residence or other Development property by the washer or dryer.

9. RENT DETERMINATIONS AND MODIFICATIONS

- (A) All Rent and unit size determinations and Rent adjustments (including utility allowances) shall be made in

accordance with applicable Federal regulations and SFHA policies, which are available at SFHA offices. The SFHA shall re-examine the status of each Household approximately once every twelve (12) months. The amount of the Tenant Rent is subject to change in accordance with HUD requirements.

- (B) When requested by the SFHA, Tenant shall furnish complete and accurate information including, but not limited to:
1. Household composition, including but not limited to full name, sex, date of birth, social security number and driver's license number for each Household Member;
 2. Each Household Member's income amount, the source of that income, and the place of employment; and
 3. Any other information requested by the SFHA to make determinations with respect to Monthly Rent, continued eligibility, accessibility needs, and appropriate dwelling unit size. Such information shall include certifications for any pets approved according to Section 12.

Failure to provide such information shall constitute a material violation of the Lease and will be grounds for eviction.

- (C) All information must be verified. Tenant shall comply with reasonable requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. The SFHA shall treat this information as confidential.
- (D) The SFHA shall have the right to request that Tenant submit to an interim Rent review if the SFHA has reason to believe that a change in the Monthly Rent is appropriate. Tenant may make reasonable requests for an interim Rent review at any time provided there is a change in income.
- (E) Provisions shall be made for abatement of Rent in proportion to the seriousness of damage and loss in value as a dwelling if repairs are not made in accordance with Section 6(E) of this Lease or with Section 10(A) of this Lease, except that no abatement of Rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, Tenant's household or guests.
- (F) Tenant shall report changes in Household circumstances (such as change in income, assets or family composition) within ten (10) days of the occurrence as required by the Admissions and Continued Occupancy Policy ("ACOP"). The current ACOP is available at the Development office or from the SFHA, and is incorporated by reference into this Lease. Failure to report changes as required by this provision shall be considered a material violation of the Lease. **Any decrease in Rent will not be effective until the month following Tenant's report of change in circumstance in accordance with this provision. Tenant shall be responsible for payment of the entire Rent until such report is made.**
- (G) If Tenant claims that a Household Member has vacated the Residence, then the SFHA shall require Tenant to submit satisfactory written proof that the Household Member no longer lives at the Residence. Such proof includes, but is not limited to, copies of a new Lease agreement, utility bills or Rent receipt for a new residence.
- (H) If the SFHA increases the Monthly Rent pursuant to a Rent review, then the new Monthly Rent shall be effective on the first day of the second month following the completion of the review. If Tenant delays in providing information that justifies a Rent increase, then the SFHA may make the increase retroactive to the Tenant's annual review date or the date that the increase should have occurred, whichever is earlier.

- (I) If the SFHA decreases the Monthly Rent pursuant to the review, then the revised Monthly Rent shall be effective on the first day of the month following the completion of the review.
- (J) When the SFHA redetermines the amount of Rent (Total Tenant Payment or Tenant Rent) payable by the Tenant, not including determination of the SFHA's schedule of Utility Allowances for families in the SFHA Public Housing Program, the SFHA shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the SFHA determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the SFHA grievance procedure.
- (K) The SFHA shall give the Tenant written notice stating any change in the amount of Tenant Rent, and when the change is effective.

10. TRANSFERS

- (A) The SFHA shall have the right to transfer the Tenant and Household Members to an alternate SFHA unit whenever the SFHA determines:
 1. The size of the Residence is no longer appropriate for the Household composition.
 2. A transfer is necessary to protect the health or safety of a Household Member or another SFHA resident.
 3. The Residence is needed as a disabled unit and neither Tenant nor any Household Member is disabled.
 4. Tenant or a Household Member needs to live in a unit with special features (e.g., handicap access) and the Residence is not reasonably suited for such use.
 5. A transfer is necessary so that the SFHA may repair, retrofit, replace or modify the Residence.
 6. A court-ordered Stipulated Agreement is executed or the Tenant enters into a written agreement.
 7. Other good cause as defined in the ACOP.

The SFHA will categorize a transfer based on priority in accordance with the criteria set forth in the ACOP.

- (B) When the SFHA determines that the Tenant must transfer to another unit based on family composition, the SFHA shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the SFHA determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the SFHA grievance procedure.
- (C) Transfers made pursuant to Section 10 (A) shall be at Tenant's sole expense.
- (D) Tenant shall transfer within thirty (30) days of written notification by the SFHA that an alternate unit is available. Upon receipt of the keys to the new unit, Tenant shall immediately transfer all personal property to the new unit and shall surrender possession of the old unit within three (3) days. Failure to comply with this provision shall constitute a material violation of this Lease and grounds for eviction.
- (E) If the Household transfers to another unit, this Lease shall automatically terminate and a new written Lease agreement shall be executed for the new dwelling unit. By transferring Tenant to another unit, however, the SFHA shall not waive its right to terminate the Lease for the new unit or to evict the Household from that unit based upon conduct that occurred before the transfer (when Tenant resided on the Premises). If any member of the Household transfers to a new unit after the SFHA initiates an eviction proceeding, then the SFHA may re-

file the action or amend its pleadings to request possession of the new unit, without waiver of the original violation.

- (F) The SFHA will consider any Tenant requests for transfers in accordance with the ACOP. Tenant acknowledges that the SFHA shall use only existing SFHA resources to assist with transfers. If the SFHA approves a Tenant request for a transfer, Tenant shall receive one (1) written offer of housing. If Tenant rejects the offer, without good cause as defined in the ACOP, then the SFHA shall be deemed to have satisfied its obligation for all transfers. Any rejection of an offer by a Tenant must be in writing.
- (G) Tenant may not request a non-priority transfer within twelve (12) months of the move-in date or transfer date. Tenant shall not be permitted to transfer more than two (2) non-priority transfers during the entire tenancy unless required by the SFHA. Tenants who must transfer due to health or safety hazards created by their own acts or omissions may be subject to eviction proceedings but in any case shall not be allowed more than one (1) transfer.

11. INSPECTIONS AND ENTRIES

- (A) The SFHA and Tenant shall inspect the Residence before Tenant takes occupancy. The SFHA shall furnish a pre-Lease or pre-occupancy statement of the condition of the Residence and the utilities and appliances provided with the Residence. The statement shall be verified and signed by Tenant and the SFHA.
- (B) Upon request of the SFHA, Tenant shall submit to an annual inspection of the Residence to check needed maintenance, housekeeping, and other Lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the Residence.
- (C) The SFHA may conduct interim inspections of the Residence if it has cause to believe that an unsanitary or hazardous condition exists, a nuisance, or if Tenant has failed or refused to cooperate with inspections, maintenance, repairs, or pest control.
- (D) The SFHA shall inspect the Residence when Tenant vacates and shall furnish a written statement of damages for which Tenant is responsible, including charges to be deducted from the security deposit. Tenant may participate in the move-out inspection unless Tenant vacates without giving prior notice.
- (E) Upon reasonable advance notice or as required by law, Tenant shall permit the SFHA to enter the Residence during normal business hours to perform annual and routine inspections or maintenance, make improvements or repairs, or show the Residence for re-leasing. **Tenant shall furnish security codes or other means of access to their Residence within 24 hours of notification. It shall be considered a material breach of the Lease agreement if the Tenant refuses access to the unit for the purpose of maintenance and/or inspections.**
- (F) The SFHA may enter the Residence without advance notice when there is reasonable cause to believe that an emergency exists, if the Residence appears abandoned, or to make repairs requested or agreed to by Tenant. Tenant's request for maintenance or repairs at the Residence authorizes the SFHA to enter the Residence without notice as allowed by law.
- (G) If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the SFHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

- (H) The SFHA may permit a peace officer or building or health inspector to enter the Residence upon presentation by such official of a warrant or order, or to arrest a person that a peace officer believes to be in the Residence, or if a peace officer believes that there is probable cause as well as exigent circumstances warranting his or her entering a unit and said officer orders an SFHA employee to open the residence.

12. PET POLICY

- (A) Pets are forbidden on SFHA property without prior written approval of the SFHA or unless allowed by State or Federal law.
- (B) If approved by the SFHA, Tenant shall be required to sign a Pet Agreement as an Addendum to this Lease and shall pay a pet deposit in accordance with Section 7(C) of this Lease. Tenant acknowledges that approval by the SFHA is conditional and may be withdrawn at any time.
- (C) The current Pet Policy is available at the Development office, and is incorporated by reference into this Lease. **Keeping an animal in violation of the Pet Policy, shall constitute a material breach of this Lease and grounds for eviction.**

13. NOTICE OF HUD REQUIREMENTS

The SFHA shall be obligated to the Department of Housing and Urban Development for the following:

- (A) To maintain the Residence and the Development in a decent, safe, and sanitary condition.
- (B) To comply with applicable building and housing codes and Federal regulations materially affecting health and safety.
- (C) To make necessary repairs to the Residence.
- (D) To keep Development buildings, facilities and common areas not otherwise assigned to Tenant for maintenance and upkeep in a clean and safe condition.
- (E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, stoves and other facilities, including elevators, supplied by the SFHA.
- (F) To provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the Residence by Tenant in accordance with Section 14(K) of this Lease.
- (G) To supply running water and reasonable amounts of hot water and heat, except in those cases where the heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
- (H) To notify Tenant in writing, if required, of the specific grounds for any proposed adverse action. The notice of proposed adverse action shall inform Tenant of his or her right, if any, to request a grievance hearing. The term "proposed adverse action" includes, but is not limited to, a proposed Lease termination, transfer of the household to another unit or imposition of charges for maintenance or repair, or for excessive utility consumption.
- (I) To provide, at Tenant's request, reasonable accommodations of a disability of any Household Member. Accommodations are not reasonable if they impose undue financial and administrative burdens on the SFHA.

~~The above obligations do not create a right of action.~~

14. OBLIGATIONS OF TENANTS, HOUSEHOLD MEMBERS AND GUESTS

In addition to obligations stated elsewhere in this Lease, Tenant must comply with, and must cause all Household Members, guests and persons under Tenant's control to comply with, the following rules. As used throughout this Lease, "person under Tenant's control" shall mean a person other than a guest who enters the Development at the invitation of Tenant or a Household Member.

- (A) **USE OF RESIDENCE:** Not to assign or sublease the Residence. Not to provide accommodations for boarders or lodgers. To use the Residence solely as a private dwelling for Tenant and Household Members, and not for any other purpose, except when Tenant has received the prior written consent of the SFHA to conduct a specific, lawful business.
- (B) **ALTERATIONS:** To make no alterations, additions or repairs of any kind to the Residence without prior written approval of the SFHA, including but not limited to the following:
 - 1. Dismantle, change or remove any part of the appliances, fixtures or equipment unless owned by Tenant.
 - 2. Paint any part of the Residence.
 - 3. Install wallpaper or contact paper.
 - 4. Install or alter carpeting, resurface floors or alter woodwork.
 - 5. Install permanently affixed gates, window bars, awnings, shelves or screen doors. Security bars on windows or security gates on doors must conform to the fire code and be of a design compatible with SFHA standards. Security gates on doors must have a lock that can be opened by a SFHA master key.
 - 6. Attach or place any fixtures, signs or fences on the buildings, the common areas or the property.
- (C) **CARE IN USE OF FACILITIES:** To use only in a reasonable and safe manner all electrical, plumbing, heating, air-conditioning, ventilating, sanitation and other facilities, including elevators.
- (D) **CHILD CARE:** To disclose to the SFHA if the Residence is being used to provide childcare services for any number of children or children from any source. In such case, the SFHA shall impose an additional security deposit in accordance with Section 7 and shall require Tenant to obtain and maintain insurance.
- (E) **COMMUNITY SERVICE:** To participate in community service in accordance with the ACOP and Federal law.
- (F) **DAMAGE TO RESIDENCE OR HOUSING DEVELOPMENT:** To refrain from destroying, defacing, damaging, removing or tampering with any part of the Residence or the Development. To pay reasonable charges for the repair of damages in accordance with Section 6(B), including but not limited to the costs for repairing writing, graffiti or painting on SFHA property. To immediately notify the SFHA of any vandalism or damage to the Residence or the Development. Tenant, Household Members, guests and other persons under their control shall not be permitted on the roof, unless specifically designed for it, and shall not trespass on or illegally enter any SFHA property, including but not limited to vacant units and/or areas under construction.
- (G) **DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:** If the Residence is damaged to the extent that conditions exist that are hazardous to life, health or safety of Household Members, Tenant shall notify the SFHA within twenty-four (24) hours of discovery and the SFHA shall repair the Residence within a reasonable time. If

Tenant, Household Members, or guests caused the damage, the reasonable cost of the repairs shall be charged to Tenant. The Residence shall be presumed to be in a safe and habitable condition unless and until written notice to the contrary is received by the SFHA. Tenant's failure to report such health, safety or habitability defects in a timely manner shall be considered a material breach of the Lease.

- (H) **EXTERMINATION PROGRAM:** To allow the SFHA to enter the Residence in order to complete fumigation for the control of vermin, roaches or other pests. To prepare and make the Residence available on such date and time as the SFHA requests for fumigation. Failure to comply with this provision shall constitute a material breach of the terms of this Lease.
- (I) **FIRE SAFETY:** Storing or keeping any ammunition, explosives, fireworks, flammable or other hazardous materials in or around the Residence or Development is strictly prohibited. No gas powered vehicles or equipment shall be allowed in or around the Residence. No explosives or fireworks of any kind shall be possessed or exploded on or about the Residence or Development. Tenant shall use reasonable precautions to avoid causing a fire, including but not limited to refraining from smoking in bed, failing to control lit materials, or overloading electrical circuits or extension cords. The SFHA shall terminate this Lease if it determines that any Tenant, Household Member, guest or other person under their control deliberately or negligently caused a fire that resulted in damage to any portion of the Residence or Development. In addition, the SFHA shall assess the costs of repair to the Tenant and shall use all legal remedies to recover such costs.
- (J) **SMOKE DETECTORS:** To maintain in proper working order and test monthly all smoke detectors in the Residence, and to immediately report any malfunctions to the SFHA. Tenant shall not damage, remove, tamper with or otherwise interfere with the normal operation of smoke detectors, sprinklers or other safety devices within the Residence or Development. Tenant shall not remove live batteries and shall replace batteries that are worn out. If the SFHA finds that smoke detectors have been disconnected or have dead batteries, Tenant will receive one (1) warning letter. Additional violations may result in Lease termination.
- (K) **GARBAGE REMOVAL:** To dispose of all garbage, rubbish, and other waste from the Residence in a sanitary and safe manner in the receptacles and trash bins provided by the SFHA. To refrain from littering or leaving trash or debris in and around the Residence or Development. Tenant is responsible for complying with SFHA's recycling program by separating trash into the appropriate bins. Tenant shall be responsible for putting trash bins out for collection and for promptly retrieving the empty bins after pick-up. Bins must be neatly stored and maintained by Tenant.
- (L) **GUESTS:** Not to allow anyone to enter an SFHA building or property unless the person is the Tenant's guest and is known to Tenant. To comply with procedures for signing in/out guests. To notify the SFHA of guests as required by Section 4(D). To require guests to remain in Tenant's control and not to allow guests to loiter on SFHA property.
- (M) **HEALTH AND SAFETY:** To comply with all obligations imposed by applicable building and housing codes materially affecting health and safety. To follow all health and safety notices posted by the SFHA in and around the Development. To keep the Residence and other areas as may be assigned to Tenant for exclusive use in a

clean and safe condition.

- (N) **HOUSEKEEPING RULES:** To abide by the SFHA Housekeeping Rules (See Section 23) and all other rules established by the SFHA for the benefit and well being of the Development and residents of the Development. Such rules, which may change from time to time, shall be posted on the Development property or available at the Development office and are incorporated by reference into this Lease. Failure to comply with such rules shall constitute a material violation of this Lease and grounds for eviction.
- (O) **INTERFERENCE WITH JOB RESPONSIBILITIES:** To refrain from interfering with the job responsibilities of or in any way threatening SFHA employees, authorized vendors, service personnel or representatives of the SFHA.
- (P) **LOCKS AND KEYS:** Not to change or add any lock or device on any door or window of the Residence without the prior written consent of the SFHA. To provide the SFHA with keys to such lock or device within 48 hours in the event of such installation. Once installed, an approved lock may not be removed even when the unit is vacated. Not to give Residence door/gate keys, which are the exclusive property of the SFHA, to any other person without the prior written consent of the SFHA. To pay for the entire cost of all key and lock replacement in the event that any door/gate keys to the Residence are lost. To return all keys to the SFHA when the Residence is vacated and to pay for the cost of new locks and keys if all keys are not returned. To close and lock doors when entering or leaving the building or grounds. To use building keys to enter the building and to ensure that Tenant, Household Members or guests do not lock themselves out of the Residence. If the SFHA must assist any Tenant or Household Member in unlocking the Residence, the SFHA shall assess a fee and may require Tenant to hire a professional locksmith.
- (Q) **MAINTENANCE:** To maintain the grounds immediately surrounding the Residence in good condition, including but not limited to keeping the grounds free of weeds, debris, waste, trash and rubbish. To secure and maintain a garden hose, if appropriate, adequate for the purpose of watering and maintaining the grounds. Upon termination of tenancy and the request of the SFHA, to restore the Residence to the original condition as received excepting normal wear and tear.
- (R) **MOTOR VEHICLES:** To comply with the following rules concerning motor vehicles.
1. Household Members and guests who drive vehicles onto SFHA property must have a valid driver's license.
 2. All vehicles driven or parked on SFHA property must be insured to the minimum required by California law and have a current registration. Trailers, non-operating motor vehicles and motor vehicles without current registration are not permitted within the Development and shall be towed at the owner's expense.
 3. All vehicles parked on SFHA property must be kept in good running order and must be moved at least every 72 hours or according to signs posted by the SFHA and City and County of San Francisco.
 4. To cooperate with the SFHA by obtaining SFHA-issued parking permits. Only vehicles with currently valid parking permits issued by the SFHA may park in lots located within the Housing Development. If parking spaces are assigned, Household Members shall park only in their assigned space. Vehicles parked by Tenants in violation of Section 14(R) may be subject to immediate tow at Tenant's expense.
 5. Outside of routine maintenance, i.e. flat tires, changing windshield wipers, adding windshield wiper fluid, etc., the Tenant agrees not to repair or service automobiles, motorcycles, other motor vehicles, or any other

heavy machinery anywhere on the Development property or on public streets within the Development.

6. Not to drive or park motor vehicles on areas not specifically designated for driving or parking. Absolutely no parking on the lawns or sidewalks.
 7. To remove at Tenant's expense from the Development, any unlicensed, unregistered, uninsured or inoperable motor vehicles or trailers owned by any Household Member or guest. Tenant must remove said vehicle or trailer within three (3) days after notice by the SFHA or other appropriate authority.
 8. All traffic signs including, but not limited to, parking and speed limit signs shall be observed.
- (S) NUISANCE: Not to commit or maintain a nuisance on or about the Residence or the Development. Not to create or permit to exist any condition that results in risk to the health or safety of any person or damage to property.
- (T) QUIET ENJOYMENT: To act in a manner that will not disturb the rights of other residents to the peaceful enjoyment of their accommodations, and will be conducive to maintaining the Development in a decent, safe, and sanitary condition. To refrain from playing musical instruments and electronic devices such as radios, televisions, CD, record and tape players at an unreasonable volume anywhere within the Development at any time, and to refrain from playing at a volume audible outside the Residence. To refrain from creating any noise that is reasonably objectionable to other residents.
- (U) SATELLITE DISHES: Not to install any antennas or satellite dishes without prior written approval of the SFHA. Such installation shall be subject to all the following rules and conditions:
1. Dish must be installed within the exterior boundaries of the Residence, or inside balcony railings or windows.
 2. Dish may not exceed one (1) meter in diameter.
 3. A licensed contractor must securely and properly mount dish in a professional manner.
 4. Installation must not damage unit, unit walls or other facilities.
 5. Tenant shall be responsible for any injury or damage to persons or property caused by the satellite dish. Tenant shall obtain liability insurance against injury or damage and shall pay a deposit in accordance with Section 7(D). Proof of such insurance shall be provided to the SFHA, with SFHA listed as "additional insured" prior to approval of installation and upon each renewal of coverage.
- (V) SIGNS: Not to display on or about the Residence or Development any signs or advertisements of any kind including but not limited to signs for goods or services. This excludes political signs.
- (W) STORAGE OF PERSONAL PROPERTY: Personal property shall not be stored outside the Residence at any time without the prior written approval of the SFHA. The SFHA shall not be responsible for any loss or damage to personal property stored outside the Residence.
- (X) UNSUPERVISED CHILDREN: Tenant shall not leave minor children unsupervised.
- (Y) VARIOUS: Pigeons and other wildlife are not to be fed.
- (Z) SPORTS: No ball playing, roller-skating, bicycling or skateboarding except in designated areas.
- (AA) WATERBEDS: Not to install a waterbed or other bed with liquid filling material without prior written approval of the SFHA. To obtain and maintain liability insurance against property damage and to pay a deposit in accordance with Section 6 of this Lease. [CCP.1940.5]

- (BB) **RESTRAINING ORDERS AND/OR STIPULATED AGREEMENTS:** Inform property manager of all restraining orders, emergency protective orders, and/or stay away orders of any kind. Tenant will comply with all such orders until lifted by proper authorities or for the duration of a stipulated agreement, if applicable.
- (CC) **MOLD AND MILDEW:** Tenant will take positive steps to prevent growth of mold and/or mildew in their apartment, including properly ventilating rooms, cleaning small areas, and reporting growth of mold and/or mildew to the SFHA. The Tenant will fully cooperate with the SFHA in the abatement of mold and/or mildew including moving furniture away from the walls, emptying closets, removing items from cupboards, and other actions to make the affected areas accessible for abatement.
- (DD) **CIVIL RIGHTS:** Tenants, their family members, and guests will not engage in any activities that could be construed as hate-based incidents, including racial, ethnic, religious, sex, sexual orientation, gender identification, disability, familial status, or age epithets involving any persons on or near SFHA property. This provision also covers any hate-based graffiti caused by Tenants, their family members, and guests on or near SFHA property. Violation of this provision of this Lease is a material violation of the Lease and grounds for eviction.

15. PROHIBITION ON FIREARMS AND OTHER ILLEGAL WEAPONS

- (A) Ownership, possession, transportation or use of any firearm or any illegal weapon in or around the Residence, the Development, or SFHA property is strictly prohibited. Violation of this provision by any Household Member or guest shall be grounds for immediate Lease termination and eviction. The term "firearm" is defined broadly and shall include but not be limited to all pistols, revolvers, other handguns, rifles, shotguns, automatic and semiautomatic guns, and any other instrument that expels a metallic, partly metallic, or other hard projectile, including but not limited to BB guns, air guns and spring action guns. The term "illegal weapon" shall include but not be limited to all blackjacks, nun chucks, metal knuckles, stun guns and knives.
- (B) Possession of ammunition of any kind in or around the Residence, the Development, or SFHA property is strictly prohibited and shall be grounds for immediate Lease termination and eviction.

16. CRIMINAL AND DRUG RELATED ACTIVITIES

- (A) In an effort to make public housing communities safer, the SFHA has implemented a "zero tolerance" policy towards the commission of criminal and drug-related activities. Tenant agrees that the SFHA may terminate this Lease in accordance with Section 18 if any Tenant, Household Member, guest, or other person under Tenant's control engages in any of the following activities below. As used throughout this Lease, "person under Tenant's control" shall mean a person other than a guest who enters the Development at the invitation of Tenant or a Household Member or guest. INT. _____
- (B) **CRIMINAL ACTIVITY:** Tenant shall ensure that no Household Member, guest, or other person under Tenant's control engages in any criminal activity on or off SFHA owned property including HOPE VI sites under private management. Such criminal activity includes but is not limited to any conduct that threatens the health or safety of any SFHA resident, employee or member of the public who is on or near SFHA property, or that threatens

the right of any SFHA resident, guest or neighbor in the immediate vicinity to the peaceful and quiet enjoyment of their residence. Tenant shall be held responsible for any criminal activity of a Household Member, guest or other person under Tenant's control. The SFHA may terminate this Lease for criminal activity regardless of whether there is an arrest or conviction. Residents who are evicted pursuant to this provision shall be barred from readmission to SFHA Public Housing in accordance with the ACOP in effect on the date the application for readmission is submitted.

- (C) **DRUG-RELATED CRIMINAL ACTIVITY:** The SFHA will comply with all HUD regulated One Strike laws. In accordance with HUD One Strike regulations, Tenant shall ensure no Household Member engages in drug related criminal activities on or off the property. For purposes of this Section, "drug-related criminal activity" shall mean the illegal use, manufacture, sale, possession or distribution of a controlled substance in violation of State or Federal law. The SFHA may terminate this Lease for drug-related criminal activity regardless of whether there is an arrest or conviction. Residents who are evicted pursuant to this Lease provision shall be barred from readmission to SFHA Public Housing in accordance with the ACOP in effect on the date the application for readmission is submitted.
- (D) **USE OF CRIMINAL RECORD:** If the SFHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the SFHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the Tenant with a copy of the criminal record before the SFHA grievance hearing or court trial concerning the termination of tenancy or eviction. The Tenant must be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial. The SFHA may not pass along to the Tenant the costs of a criminal records check.
- (E) **CIVIL CITATIONS:** Tenants must comply with all provisions of this Lease. The SFHA or its designee reserves the right to issue citations for Lease violations. A Tenant receiving three (3) or more citations in a twelve (12) month period shall be subject to non-renewal of the Lease or eviction, depending on the nature of the violation.
- (F) **ALCOHOL ABUSE:** Tenant shall ensure that no Household Member, guest or other person under Tenant's control engages in any alcohol abuse that affects the health, safety or right to peaceful enjoyment of the premises by other residents, SFHA employees or agents. Consumption of alcoholic beverages in public areas of the Development is strictly prohibited.
- (G) **METHAMPHETAMINE CONVICTION:** The SFHA shall immediately terminate this Lease if it determines that any Household Member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of Federally or publicly assisted housing. Any person convicted of manufacturing or producing methamphetamines on the premises is ineligible to receive public housing assistance. The SFHA shall deny assistance to applicants with such convictions and shall evict any resident who is already receiving assistance.
- (H) **REGISTERED SEX OFFENDER:** The SFHA shall immediately terminate this Lease if it determines that any Household Member has ever been convicted of a sexual criminal offense that is subject to the California Sex Offender Registration Program. Residents who are evicted pursuant to this provision shall be permanently barred from readmission to public housing.

- (I) FUGITIVE FELON OR PAROLE VIOLATOR: The SFHA shall terminate this Lease if it determines that any Household Member is fleeing to avoid prosecution or incarceration for a felony crime or for violating a condition of probation or parole imposed under Local, State or Federal law.
- (J) FRAUDULENT INFORMATION: Tenant and Household Members shall not commit fraud, bribery, or any other corrupt or criminal act in connection with any public housing program. Tenant and Household Members shall not receive any public housing program or housing choice voucher program while receiving another housing subsidy under any other Federal, State or local housing assistance program. The SFHA shall terminate this Lease if it determines that Tenant or any Household Member has submitted fraudulent information or committed fraud to secure or otherwise remain in Public Housing and may do so with a 30-Day Notice to Quit.

17. TERMINATION BY TENANTS

- (A) Tenant may terminate this Lease at any time by giving at least thirty (30) days' written notice to the SFHA. Notice will be deemed given when the SFHA is in receipt of Tenant's written notice. Tenant shall move out promptly and shall leave the Residence in as clean and good a condition as received at the start of occupancy, reasonable wear and tear accepted, and return all keys to the SFHA. All Household Members and other occupants shall completely vacate the Residence within the 30-day period. If Tenant does not give the full notice, Tenant shall be liable for Rent to the end of the notice period or to the date the Residence is re-Rented, whichever comes first.
- (B) Upon Lease termination, eviction by the SFHA, abandonment of the Residence, or transfer of the Household to another dwelling unit, any personal property left at the Residence shall be stored for no more than eighteen (18) days. Tenant shall be responsible for moving and storage charges. Property unclaimed after eighteen (18) days shall be deemed abandoned and the SFHA may dispose of it without liability.
- (C) If any Tenant who has signed the Lease ceases to reside at the Residence for any reason the SFHA must be notified and this Lease shall terminate. If an eviction action has not been brought, the SFHA may allow remaining Household Members who are already on the Lease to occupy the Residence provided that a qualified and responsible remaining adult Household Member, or a court appointed guardian or court declared emancipated minor meets all the eligibility and sustainability criteria, enters a new Lease agreement with the SFHA.

18. TERMINATION BY SFHA

- (A) Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.
- (B) The SFHA may terminate this Lease for violations of material terms of the Lease, such as failure to fulfill the obligations set forth in this Lease or for other good cause. Such serious or repeated violation of terms shall include but not be limited to the following:
 1. Failure to pay Rent or other charges when due, or habitual late payment of Rent as defined in Section 5(D).
 2. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the utility company.

3. Failure to comply with Tenant obligations described in Section 14.
 4. Failure to supply timely and accurate statements of income, assets, expenses and family composition needed to process annual Rent re-examinations or interim re-determinations.
 5. Failure to attend scheduled re-examination interviews or to cooperate in the verification process if the Tenant has chosen to pay Rent based on a percentage of income.
 6. Serious or repeated damage to the Residence, nuisance, creation of physical hazards in the Residence, common areas, grounds or parking areas of any Development.
 7. Criminal activity or alcohol abuse as provided in Section 16.
 8. Failure to perform community service as required by Federal law or participate in an economic self-sufficiency program. This constitutes grounds for non-renewal of the Lease and termination of tenancy.
 9. Failure to allow inspection of the dwelling unit.
 10. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the Lease to permanently reside in their public housing unit.
 11. Failure to comply with a court order or written statement.
 12. Fraud.
 13. Failure to accept the SFHA's offer of a Lease revision to an existing Lease that is on a form adopted by the SFHA with written notice of the offer of the revision at least sixty (60) calendar days before the Lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- (C) The SFHA shall give Tenant written notice of termination of the Lease, stating the grounds for the termination, and informing Tenant of the right to make such reply as Tenant may wish. The notice shall also inform Tenant of the right to examine SFHA documents directly relevant to the Lease termination, and the right to request a grievance hearing, if applicable. The length of the notice shall be as follows:
1. Fourteen (14) days in the case of failure to pay Rent.
 2. Three (3) days when the health or safety of other residents, SFHA employees or contractors, or neighbors residing in the immediate vicinity of the premises are threatened; or if any Household has a dog in violation of the Lease; or if any Household Member has engaged in any criminal or drug-related activity as described in Section 16; or if any Household Member has been convicted of a felony; or if any Household Member has committed fraud.
 3. Thirty (30) days in any other case or such period as allowed by State or local law.
- (D) In deciding to evict for criminal activity as described in Section 16, the SFHA shall have sole discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of Household Members, and the effect the eviction would have on Household Members who did not engage in the prohibited activity. The SFHA may, in its sole discretion, permit continued occupancy by non-offending Household Members provided they agree that the offending Household Member shall not reside at or visit the Residence and shall not be invited or allowed upon the Development. The SFHA has a "zero tolerance" policy for illegal drug activity and may, in its sole discretion, require a Household Member who

engaged in the illegal use of drugs to present credible evidence of successful completion of a satisfactory treatment program as a condition of being allowed to reside at the Residence. This is not intended to be an exhaustive list and the SFHA reserves its right to impose other conditions, terms and stipulations.

- (E) When the SFHA evicts a Tenant from a Residence for criminal activity, the SFHA shall notify the local post office serving that Residence that such individual or family is no longer residing in the unit so that the post office will stop mail delivery for such persons and they will have no reason to return to the unit.
- (F) The unintended receipt of money by the SFHA from Tenant or Household Members after notice of termination of Lease shall neither reinstate the Lease nor affect the notice. By depositing said payments, the SFHA shall not be deemed to have waived its right to terminate the Lease or to prosecute and maintain an action to evict Tenants.
- (G) Any notice to vacate or quit that is required by State or local law may be combined with, or run concurrently, with the notice of Lease termination under this Section. The notice to vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant. In case of litigation, each party agrees to be responsible for their own attorney's fees unless otherwise stipulated to by the parties or provided by law.
- (H) When the SFHA is required to offer Tenant the opportunity for a grievance hearing concerning the Lease termination under the SFHA's grievance procedure, the tenancy shall not terminate (even if the Notice to Vacate under the State or Local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
- (I) When the SFHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the SFHA has decided to exclude such a grievance from SFHA grievance procedure, the notice of Lease termination shall:
 1. State that Tenant is not entitled to a grievance hearing on the termination.
 2. Specify the judicial eviction procedure to be used by the SFHA for eviction and state that HUD has determined that this eviction procedure provides opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations.
 3. State whether the eviction is for criminal activity as defined in Section 16.

19. ABANDONMENT

- (A) If Tenant is absent from the Residence for fourteen (14) consecutive days without giving notice and while in default of Rent, the SFHA shall proceed with establishing that Tenant has abandoned the unit according to State law. The SFHA may then repossess the unit and dispose of Tenant's personal property pursuant to State law.
- (B) The SFHA reserves the right to terminate this Lease in accordance with Section 18 if Tenant is absent from the Residence for more than sixty (60) consecutive days without providing advance written notice to the SFHA. Under no circumstances will this Lease continue if Tenant has been absent for more than six (6) months. These measures are in place for security and maintenance reasons. The SFHA will take into consideration travel and medical needs as long as the Rent remains paid and the unit is well kept.

20. NOTICES

- (A) Notices to Tenant shall be in writing and delivered to any adult Household Member, or sent by first-class mail properly addressed to Tenant.
- (B) Notices to the SFHA shall be in writing and delivered to the property office or the SFHA main office, or sent by first-class mail properly addressed and with sufficient postage.
- (C) Notice shall be defined as written correspondence between the SFHA and Tenants.
- (D) If the Tenant is visually impaired, all notices will be made in an accessible format.
- (E) The notice of proposed adverse action shall inform the Tenant of the right to request a grievance hearing. In the case of a Lease termination, a notice of Lease termination in accordance with Section 18(C) of the Lease shall constitute adequate notice of proposed adverse action.

21. GRIEVANCE PROCEDURE

- (A) If the SFHA seeks to terminate the Lease or takes some other adverse action against the Household, Tenant may, in some instances, be entitled to request a grievance hearing to contest the action. Tenant may also be entitled, in some instances, to a hearing to resolve other disputes or grievances with the SFHA.
- (B) The SFHA's Grievance Procedures set forth the matters that can be the subject of a grievance hearing as well as the process for requesting a hearing and the procedures to be followed during the hearing. Upon request, the SFHA will furnish the Grievance Procedures. The SFHA Grievance Procedures are incorporated by reference.
- (C) In the case of a proposed adverse action other than a proposed Lease termination, the SFHA shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

22. PROVISIONS FOR MODIFICATION

- (A) This Lease, together with any attachments and all documents incorporated by reference, constitutes the entire agreement between the parties. Neither the SFHA nor any of its employees has made any representations other than those contained in this Lease.
- (B) Any changes to this Lease shall only be made in writing, dated and signed by both Tenant and the SFHA, except for Rent changes as provided in Section 9. Failure by a Tenant to accept a Lease revision is grounds for termination of tenancy.
- (C) Documents incorporated into this Lease, such as the Maintenance Charge List, Schedule of Utility Allowances, Grievance Procedures, Pet Policy, ACOP, transfer and Rent policies, and any building or development rules or other regulations, may be changed from time to time by the SFHA. The SFHA shall give thirty (30) days' notice prior to the effective date of any amendments to these documents, setting forth the proposed changes and providing residents with an opportunity to make written comments. The SFHA shall consider resident comments before the proposed changes become effective.

23. HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the apartments owned and managed by the SFHA, uniform standards for resident housekeeping have been developed for all Tenant families.

(A) SFHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The SFHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the SFHA will notify Tenant in writing if he or she fails to comply with the standards. The SFHA will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the SFHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

(B) Tenant Responsibility: Tenant shall abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a material violation of this Lease and grounds for eviction.

(C) General Housekeeping Standards Inside the Apartment

1. Walls and ceilings shall be clean and free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors shall be clean, clear, dry, and free of hazards.
3. Windows shall be clean and not nailed shut.
4. All window coverings such as drapes, shades, or blinds shall be clean and intact.
5. Exterior and interior window ledges shall be clean and free of all objects.
6. Doors shall be clean and free of grease, dirt, holes, and fingerprints. Doorstops shall be present.
7. Heating units shall be dusted and kept clear of any clutter or furniture within three (3) feet.
8. Trash shall be disposed of properly and not left in unit.
9. Entire unit shall be free of clutter and debris. Hallways through the unit shall be unobstructed.
10. Entire unit shall be free of rodent and insect infestation.
11. Entire unit shall be free of mold and mildew.
12. Nothing shall be stored in the area of the hot water heating system.

(D) Housekeeping Standards Inside the Kitchen

1. Stove shall be clean and free of food and grease.
2. Refrigerator shall be clean. Freezer door shall close properly and freezer have no more than one inch of ice. Freezer shall not be over-packed so that sufficient room is allowed for air circulation.
3. Cabinets shall be clean and neat. Cabinets shall not be overloaded. Storage under the sink shall be limited to small lightweight items to permit access for repairs.
4. Cabinet surfaces, food storage areas and counter tops shall be neat and free of grease and spilled food.
5. Exhaust fan shall be free of grease and rust.
6. Sink shall be clean, free of grease and garbage. Dirty dishes shall be washed and put away in a timely manner.
7. Trash shall be separated for recycling and stored in a covered container until removed to the disposal area.

(E) Housekeeping Standards Inside the Bathroom

1. Toilet and tank shall be clean and odor free.
2. Tub and shower shall be clean and free of mildew and mold.
3. Basin shall be clean.
4. Exhaust fans shall be free of rust and dust.
5. Floors shall be clean and dry.

(F) Housekeeping Standards in Storage Areas

1. All closets shall be neat and clean.
2. Other storage areas shall be clean, neat and free of hazards.

(G) Housekeeping Standards Outside the Residence

1. All yards, balconies, porches, and patio areas designated for the exclusive use of Tenant shall be free of debris, trash and clutter.
2. Entryways, sidewalks, halls, paths, stairways and other common areas shall be clean and free of hazards.
3. Exterior and interior walls and fences shall be free of graffiti.
4. No items, including but not limited to rugs and clothing, shall be shaken, cleaned or hung on of from windows, balconies or fences.
5. Common laundry areas shall be clean and neat, and lint shall be removed from dryers after use.
6. Utility rooms shall be free of debris, motor vehicle parts, and flammable materials.

23. INDEMNITY

Tenant agrees to hold the SFHA harmless, and to indemnify the SFHA against the claim of any person for injury or damage resulting from circumstances beyond the control of the SFHA.

24. INSURANCE

The SFHA is not responsible for loss or damage to personal property in or around the residence. Tenants are strongly encouraged to obtain Renter's insurance at their own expense to protect their property against loss or damage due to fire, flood, theft, vandalism, or other casualty. The SFHA's liability for loss, damage or personal injury is limited to that imposed by law.

25. MEGAN'S LAW

The California Department of Justice, sheriff's department, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the location of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" service.

26. MISCELLANEOUS

- (A) Each and every term in this Lease shall be considered material.
- (B) If any provision of this Lease is found to be void, unenforceable or illegal, then the remaining provisions shall remain in effect.
- (C) Tenant warrants that all statements and representations Tenant made in the application for SFHA housing are truthful. Tenant agrees that false statements or misrepresentations made in the application or during the Rent review process (see Section 9B) shall constitute grounds for eviction.
- (D) In any legal action to enforce any provision of this Lease, each party shall bear its own attorney's fees.
- (E) The SFHA's failure to insist in any one or more instance upon the strict observance of the terms of the Lease shall not be considered a waiver of the SFHA's right thereafter to enforce the provisions of the Lease. The SFHA shall not waive its rights to enforce the Lease provisions unless it does so in writing, signed by an authorized agent of the SFHA.
- (F) The acceptance of Rent by the SFHA with knowledge of any violations of this Lease shall not operate as a waiver of the violations.

27. SIGNATURES

BY SIGNING THIS LEASE, EACH TENANT CERTIFIES THAT:

1. Tenant has read, or has had this Lease explained or read to him or her, and that Tenant understands the Lease;
2. That all of the information that Tenant gave to the SFHA is true and correct; and
3. That Tenant shall occupy the Residence as Tenant's sole residence as of the Effective Date (see Section 1).

Executed on the _____ day of _____, 20____.

TENANT(S) SIGNATURES:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

SAN FRANCISCO HOUSING AUTHORITY:

By:

Print Name:

THE
JOHN STEWART COMPANY
VALENCIA GARDENS HOUSING

390 Valencia Street
San Francisco, CA 94103
www.jasco.net

415.553.3160
Fax 553.3168

Thursday, February 7, 2008

To All Valencia Gardens Residents

**RE: UPDATE TO VALENCIA GARDENS HOUSE RULES
DUE BACK TO MANAGEMENT BY FRIDAY FEBRUARY 29, 2008
NO LATER THAN 12:00 PM NOON**

Greetings,

Valencia Gardens Housing has updated its house rules. **This list of house rules you have received is a mandatory document all adult household members must initial, sign, and return to the Management Office by Friday February 29, 2008 by 12:00 pm noon.** Please take this time to go over the updated Valencia Gardens Housing house rules with your family. Valencia Gardens Management will be hosting four House Rules Workshops for all interested households. The days are as follows;

Thursday, February 7, 2008 at 7:00 pm – English Session Only

Tuesday, February 12, 2008 at 10:00 am – English Session Only

Thursday, February 14, 2008 at 10:00 am – Spanish Session Only (En Español)

Thursday, February 14, 2008 at 3:00 pm – Chinese Session Only (中文)

Valencia Gardens Management encourages all of our residents to attend one of the mentioned workshops. Please plan on attending at the time schedule that best fits your household's schedule.

We hope to see you there, and remember that the new House Rules are due back by February 29, 2008 by 12:00 pm noon. Thanks again for your ongoing participation in our community.

Sincerely,


Vincent Alvarenga
Property Manager

CC: Resident's File

CORPORATE OFFICE
San Francisco

REGIONAL OFFICE
Sacramento

REGIONAL OFFICE
Santa Cruz

REGIONAL OFFICE
Los Angeles

VALENCIA GARDENS HOUSE RULES

Effective March 1, 2008

- 1.10. **Harassment** - Management will not tolerate harassment of employees, other Residents, their guests, and JSCo vendors and invitees.

Harassment includes verbal, physical and visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with work performance for JSCo employees, or creates a similar hostile living environment for our Residents. Some examples include racial slurs; ethnic jokes; posting of offensive statements; posters; or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal, or physical conduct of a sexual nature.

You should promptly report in writing, any incident of harassment to your property manager, who is responsible for investigating the matter. Managers who receive complaints or who observe harassing conduct should inform the Director of Property Management immediately. JSCo emphasizes that you are not required to complain first to your manager if your manager is the individual who is harassing you.

Every complaint that is reported to the Manager or Director will be investigated thoroughly, promptly and in a confidential manner. In addition JSCo will not tolerate retaliation against any Resident for making a complaint to the Manager or Director or to any other member of management.

If harassment of a JSCo employee, Resident, guest, vendor or invitee is established, JSCo will discipline the offending Resident. Disciplinary action for a violation of this policy can range from verbal to written warnings up to and including termination of the lease agreement.

- 1.11. **Interference with Job Responsibilities** – Residents and guests are prohibited from interfering with the job responsibilities of, or in any way threatening, employees of the John Stewart Company, and of its authorized vendors and service providers.
- 1.12. **Safe Play/Playgrounds** - Skateboarding, roller skating, bicycle riding, ball playing, chasing, and other such activities which may pose a risk to the health and safety of the Residents, or which may cause damage to property, are prohibited in any area not specifically designated by Management for such activities, or without prior written permission from Management. Any damage or injury caused from the acts listed herein is the responsibility of the household whose members or guests caused the damage.
- 1.13. **Keys** - Only household members on the Lease Agreement are allowed to possess keys to any unit or area within the Community.

Keys are not to be duplicated or given to guests, relatives, chore workers, or any other person without written permission from Management.

One set of keys will be issued to each household. A charge of \$7.50 will be assessed for each additional key for household members on the lease.

Upon termination of the Lease, Resident agrees to return all keys to Management. Management may charge the Resident up to \$25 for each key not returned.



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Management reserves the right to deny a request for additional keys.

- 1.14. **Lockouts** - Residents should take care not to lock themselves out of their apartments. A service charge of \$25 will be levied against residents who lock themselves out of their apartment more than 3 times. After business hours, residents must contact a licensed locksmith to gain entry to their unit at the resident's expense.
- 1.15. **Lost Keys** - Residents must notify Management immediately if a key is lost. Resident shall be charged up to \$25 for each key lost. For Residents safety, Management reserves the right to change a lock at, the Resident's expense, when the Resident has lost a key.
- 1.16. **Lock Changes** - Management may change locks to doors or windows upon Resident's request, provided that a police report accompanies said request. Management will not charge the Resident for the first lock change, when a police report is provided. Subsequent lock changes will be at Resident's expense.
- 1.17. **Restraining Orders and or Stipulated Agreements** - Residents are required to inform the property manager in writing within 24 hours of all restraining orders, emergency protective orders, and/or stay away orders of any kind. Residents will comply with all such orders until lifted by proper authorities or for the duration of a stipulated agreement, if applicable.
- 1.18. **No cash** - Except where required by law, Management will not accept payments in cash for rent, repairs, or other charges.
- 1.19. **Tipping and Gifts To Staff** - Tipping staff is strictly prohibited. Gifts to staff may not exceed five dollars (\$5.00) in value.
- 1.20. **Resident Businesses** - Residents are prohibited from operating a business of any kind or engaging in business activity on the premises, including inside their unit. Exceptions apply for a licensed family day care of six clients or less. Written permission is required from Management prior to operating a day care in a Resident unit. See Management for details.
- 1.21. **Pets** - Pets are strictly prohibited. Residents and their guests may not bring visiting animals or pets to the property. Under no circumstance are pit bull dogs or other aggressive animals allowed on the property. Special rules apply in housing communities for the disabled or elderly. Please see management for policy.
- 1.22. **Unit Transfers** - Management will strive to transfer residents for medical necessity, to correct under-occupancy, or to correct over-occupancy, as appropriate units become available.

Transfers to same-size units are not permitted unless determined by management to be a medical necessity. Proper documentation will be required for medically-based transfers.

Residents will be transferred to units of the bedroom size appropriate for their family, based upon eligibility and income limits.



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Transfer requests must be made in writing, and will be placed on a unit transfer list according to date received.

- 1.23. **Continuous occupancy.** Government-assisted housing may be rented only to eligible residents who occupy a unit on a continuous basis as their only residence. The following rules apply to absences:

- 1.23.1. Residents shall notify management in writing within 5 days if any household member takes residence in any other location.
- 1.23.2. Residents shall notify management in writing within 24 hours if any household member is or is expected to be absent from the unit for 30 days or more.
- 1.23.3. Residents shall not be absent from the unit for more than 60 consecutive days for reasons other than illness or accident. If Residents are expected to be absent from the unit for up to 180 consecutive days due to illness or accident, Management shall require verification in writing from a responsible medical authority.
- 1.23.4. Residents agree to vacate the unit if their absence from the unit, for any reason, exceeds 180 consecutive days or 180 days in any twelve-month period.
- 1.23.5. During such absence, Management may, without notice, enter the premises at times reasonably necessary to maintain the property, and inspect for damage and needed repairs.

- 1.24. **Options for Persons with Disabilities** – Management has a legal obligation to provide "reasonable accommodations" to residents if they or any person on the lease has a disability. Compliance actions may include reasonable accommodations as well as structural modifications to the unit or premises, to the extent these can be implemented without creating financial or administrative burdens to the property.

Examples of reasonable accommodations and structural modifications include:

- Making alterations to a unit so it could be used by a resident with a wheelchair;
- Installing strobe type flashing light smoke detectors in an apartment for a resident with a hearing impairment.
- Permitting a resident to have a seeing-eye dog to assist a vision impairment;
- Making large type documents or a reader available to a vision impaired resident;
- Making a sign language interpreter available to a hearing impaired resident;
- Permitting an outside agency to assist a resident with a disability to complete their annual recertification.

A household with a disability must still be able to meet essential obligations of tenancy - they must be able to pay rent, to care for their apartment, to report required information to the Manager, avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.



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A reasonable accommodation may be requested at any time during residency. Residents may reserve the right not to discuss a situation with management. If a resident chooses to make a reasonable accommodation request, the resident waives the right to privacy concerning the situation only to the extent necessary to verify the need for such accommodation/modification.

- 1.25. **Accessible and Adaptable Units** - Residents acknowledge that if they reside in a unit that is designed to be accessible or adaptable for persons with disabilities, and/or have been assigned a parking stall that is designed to be accessible to persons with mobility impairments, Residents agree to be relocated to a comparable unit and/or agree to use a different parking stall if their unit or parking space is needed for persons requiring these special features.
- 1.26. **Grievance Procedure** - If an Applicant or a Resident feels any representative of management has acted in a discriminatory manner, Residents have the right to enlist the grievance procedure. Please see Management for a copy of that procedure.

If you feel you have been discriminated against based on a disability, you may contact the local 504 Coordinator, Loren Sanborn, Senior Vice President, 415-345-4400.

2. CARE AND USE OF UNITS

- 2.1. **General Care of Units** - Residents must maintain the unit in a decent, safe and sanitary condition at all times, to include entrances, patios, backyards, and other areas designated in the Lease.
- 2.2. **Unit Inspections** - Prior to initial occupancy, units will be properly cleaned by Management, and rendered in good condition. Management and Resident will conduct a joint inspection at move-in to record the condition of the unit at that time.

Management will perform inspections quarterly, semi-annually, or annually of all facilities and units, and other inspections as needed, for safety, fire prevention, and lease compliance. 24-hours notice will be provided, except in the case of emergencies. With 24 hours notice, Management reserves the right to inspect units on an as needed basis in addition to any regularly scheduled routine inspection.

Residents have the right to a pre-inspection prior to move-out, to assess the condition of the unit and identify items and costs which would be charged to the Resident at move-out if not repaired, replaced, cleaned or otherwise put in satisfactory condition prior to move out. Management will notify resident of their right to a pre-inspection, unless excepted by law. The purpose of the pre-inspection is to allow the Resident the opportunity to correct any issues in advance. Following the pre-inspection and with 48-hours notice, Management and Resident will conduct a joint inspection to record the condition of the unit at that time. Resident will be assessed for all expenses that may be required to restore the unit to its move-in state, and to repair damage to the unit beyond ordinary wear and tear

- 2.3. **Maintenance/Repair Reporting Responsibilities & Work Order Requests** - Residents are required to report within 24 hours plumbing, heating, weatherproofing and other



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defects, and safety or security problems, whether in the Resident's unit or in common areas. Residents must advise the Management Office when maintenance or repair work is required in their unit. During normal business hours [Monday thru Friday 8:30am – 5pm] residents must go the Management Office and complete a Work Order Form. If a resident cannot come to the office in person the Resident may call the office and Management Staff will complete the Work Order Form with the Resident over the telephone.

If Residents have a maintenance emergency after business hours they may call the Management Office telephone number and the live answering service will receive the Resident's call and contact Management Staff. All after hours non-emergency maintenance must be reported the next business day to the Management Office and will be handled during normal business hours.

All repairs caused by negligence or resident/guest behavior will result in charges to the resident's account. Maintenance staff charges \$ _20_ per hour per staff person plus materials for maintenance and repairs beyond normal wear and tear or due to negligence on the part of a resident or guest.

- 2.4. **Maintenance Hours** - Routine maintenance will be handled during normal business hours. Maintenance emergencies that occur outside normal business hours may be reported via phone at (415) 553-3160.

- 2.5. **Fire Hazards** – Flammable materials must be stored in sealed containers away from heaters, ranges or other sources of heat.

Residents shall not store or hoard furniture or materials that may pose a fire, health or safety hazard.

Oxygen tanks must not be stored outside the unit or in any common area. Residents must inform Management if oxygen tanks are used in their units. Residents who use oxygen tanks within their units or on the premises must adhere to the safety precautions listed on the usage booklet provided with the oxygen tank. Smoking or open flames are not permitted near oxygen tanks. Oxygen units should be stored away from heat. Oxygen units must be kept away from all flammable materials such as grease, oil, lubricants, Vaseline, hand lotions, and aerosol sprays.

- 2.6. **Smoke Detectors** - Residents, under the terms of their Lease, are responsible to maintain and care for the smoke detectors in their units. Residents must check their smoke detectors regularly to ensure that batteries are still good. Residents are required to change the smoke detector batteries prior to the end of the battery life. Tampering with, disconnecting, or otherwise affecting the function of the smoke detector is a violation of the lease agreement.

Residents are responsible for informing Management immediately of any malfunction, defect, low battery signal or failure in conjunction with said smoke detectors. Management is required to inspect the unit's smoke detectors once a year to ensure that the devices are in proper working condition.



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- 2.7. **Personal Telephone and Cable** – Residents are independently responsible for contacting the telephone or cable company and installing phone and cable service.
- 2.8. **Appliances** - All brochures on appliance operation should be reviewed prior to use. Service calls, damage, and waste resulting from the improper use of appliances will be charged to the resident.
- 2.9. **Stoves, Fan Hoods and Refrigerators** – Residents are required to keep these items clean to assure safe operation of these appliances. Any abuse damage including improper cleaning of these appliances could result in charges to the resident. Clean the fan filter above the stove on a regular basis to prevent hood or Stove fires. See appliance operation brochure.
- 2.10. **Dishwashers, Washing Machines and Dryers** – Residents may not install any of these appliances in their unit. Appliances are limited to those provided by Management.
- 2.11. **Garbage Disposals** - Water should be run during and after use of the garbage disposal. Electric disposals are designed to handle soft foods only, and must not be used for non-food items, or for starchy, fibrous, or granular food items such as potatoes, banana peels, coffee grinds, and eggshells. Damage resulting from misuse of the disposal will be charged to Resident.
- 2.12. **Plumbing** - The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no paper towels or similarly heavy or improper materials shall be thrown therein. The cost of repairing any damage resulting from such misuse shall be borne by the Resident.
- 2.13. **Heating** - Residents may not use any method for heating other than that provided by Management. Due to the risk of fire, space heaters are not permitted.
- 2.14. **Energy Conservation** - Leaky faucets and pipes must be reported immediately to Management to promote water conservation and to reduce waste.
- 2.15. **Drawers and Countertops** - Shelves and drawers are to be lined with non-contact paper only.
Use of a chopping board is required when cutting on any countertop.
- 2.16. **Moving Furniture In and Out** – Residents must notify Management before moving furniture or other bulky items into or out of the buildings. Resident will be responsible for any damage to common areas, the building and their unit when moving furniture in and out of their units.
- 2.17. **Waterbeds** – No waterbeds or water filled furniture shall be placed in or about the premises. Any damages to the resident's unit or any other housing unit, as a result of the violation of this provision will result in the assessment of charges to the resident's account.
- 2.18. **Windows** - Interior cleaning of glass and window sills, including window coverings, is the responsibility of Resident. Exterior window cleaning is the responsibility of Management



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and will be performed on an as-needed basis.

All windows should be closed at all times during storms, high winds, rain or other inclement weather. Resident will be held responsible for all damage that results from failure to comply.

Residents are responsible for broken windows, and will be charged for repair and replacement.

- 2.19. **Window Coverings/Blinds** – All window coverings/blinds are to be maintained as originally designed for the complex. Any damage to the window coverings/blinds will be the responsibility of the Resident, and the Resident will be charged accordingly. Management will not permit any alterations or changes to the color or type of window covering as originally provided by Management. Residents may not replace or remove window coverings provided by management.
- 2.20. **Screens** – Residents must properly clean and maintain the screens, if any, in front of windows so as to prevent damage or misuse. Any broken, torn or damaged screens will be replaced by Management and charged to the resident.
- 2.21. **Outdoor Areas** - Entryways, patios, parking spaces, porches, decks, backyards and community areas must be kept free of clutter and debris.

Nothing shall be hung, draped or shaken from or into balconies, patio areas and backyards. Residents may not hang laundry on balconies or decks.

Patio areas, decks, balconies and backyards may not be used for the storage of personal property. This includes but is not limited to boxes, brooms, mops, bicycles, garbage, debris, buckets, recycling, furniture, carpets, tarps, etc.. Management is not responsible for any items placed on the patio, backyard or deck areas.

Patio-type furniture in good condition is allowed, as approved by Management.

- 2.22. **Barbecues** – Barbecues are not permitted anywhere in the apartment, including balconies, patios, backyards, landings, front porches, or sidewalks and streets. Any use or storage of a barbeque on the premises constitutes a material breach of the Lease Agreement.
- 2.23. **Satellites** – Under the rules of the Federal Communications Commission, Residents have a right to install a satellite dish and/ or receiving antenna within the leased premises. Owner/Agent is allowed to impose reasonable restrictions relating to the installation and maintenance of the satellite dish and receiving antenna. Some units may not have any areas where a satellite dish is permitted. It is not management's responsibility to provide a location for a dish. Residents are required to inform Management prior to the installation of a satellite dish or antenna. At the time of submitting this request, Resident must provide Management with a \$200 deposit and sign a Satellite Agreement. Please see Management for further details.

- 2.24. **Alterations** - Management will allow no interior or exterior alterations, additions or



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changes to the original structure or interior design of the building without prior approval by Management, including painting, window coverings and installation of satellite dishes and antennas.

- 2.25. **Signs** - No signs, signals, stickers, advertisements, pictures, notices, radios or awnings shall be in any manner affixed or exposed at any window, door, exterior, or common areas of the property, except in areas specifically assigned by Management.

Management may make an exception for holiday decorations. Exceptions notwithstanding, Residents may not use common areas, and may not apply tape or adhesives on unit front doors and other painted surfaces. Holiday decorations must be removed within ten days following the holiday.

- 2.26. **Renter's Insurance Recommended** - The fire and property insurance of the complex does not cover residents' personal possessions. We urge each resident to obtain renters insurance to protect against loss or damage.

Management is not responsible for damage or loss of resident possessions that are left anywhere on the premise including in common areas, laundry facilities, automobiles or units.

- 2.27. **Security Deposits** - Pursuant to the Security Deposit section of your Lease, you will pay us in advance of occupying your unit a security deposit. If you fail to occupy your unit, we may apply your security deposit to the payment of rental charges due and owing from you. Security Deposit can be retained for the following: unpaid rent, key charges, late rent fees, NSF charges, and damages and maintenance charges.

Security Deposit and Personal Belongings: If a Resident should die or become Incompetent and, in the sole judgment of Management it is impracticable to refund any of the Resident's security deposit to him or her, then it will be paid to the person listed on the attached emergency contact sheet. Any furniture or other personal property left in a Resident's apartment at the time of vacating may be turned over to the person listed on the emergency contact sheet. If Management is unable to contact the person listed on the emergency contact sheet, or if the person is unwilling or unable to retrieve all personal property from the premise within the time period provided by the law, then the Resident's belongings will be discarded or donated to charity.

3. COMMUNITY SAFETY & CARE

- 3.1. **The Community Room** - The Community Room is for the use of residents and invited guests only. All personal use of the Community Room requires a signed agreement by the resident outlining the terms and conditions of its use. Residents interested in using the community room must reserve the room at least one week in advance and receive prior written approval from Management.

A refundable deposit of \$150 must be paid in the form of a money order or cashier's check to Management at the time of the reservation. This deposit will be refunded provided the room is restored to its original condition of cleanliness and order.



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If a resident fails to restore the Community Room to its original condition, Management will retain the deposit and any damages above that amount will be billed to the resident. This amount will be due and payable within ten (10) days of the notification of the cost of the damages.

The kitchen area should be kept clean and neat. All food items should be removed from the refrigerator, counters, cabinets and stove at the end of the event. All trash should be bagged and placed in the appropriate trash containers. If a resident uses the kitchen for an event, the floor must be swept, mopped, and returned to its original condition.

Consumption of alcoholic beverages in the community room is prohibited at all times.

- 3.2. **The Community Resource Center** –Residents and family members agree to abide by the rules and procedures as set forth for the Resource Center. Any damage resulting from misuse of the center and its resources will be charged to the resident.
- 3.3. **Loitering** - Residents and their guests may not loiter anywhere on the site.
- 3.4. **Soliciting** - No solicitation or handbill distribution of any kind is allowed in the Community.
- 3.5. **Alcohol** – The consumption of alcohol in common areas and outside your unit is strictly prohibited.
- 3.6. **Smoking** - There will be no smoking of any kind in and around the common areas, including the Management Office, community rooms, laundry rooms and any other area designated by Management.
- 3.7. **Obscenity** - Obscene language and gestures are prohibited in common areas.
- 3.8. **Common Area Attire** – Residents must be fully clothed at all times. Shoes must be worn in all common areas, elevators, and offices. All attire must not be soiled. Pajamas, nightgowns and bathrobes are prohibited in all common areas, except to and from units to bathrooms if bathrooms are shared.
- 3.9. **Video & Audio Recording and Photography** – No video/digital recording, audio recordings or photography in the common areas are allowed without express permission from management.
- 3.10. **Parking** - Residents acknowledge receipt of, and have read a copy of, the attached document labeled "Parking Agreement", which stipulates rules and regulations regarding parking privileges and responsibilities. Failure to comply with the Parking Policy is a lease violation, and could result in assessments, charges, retraction of parking privileges, and other Management action, including termination of lease and eviction.
- 3.11. **Laundry** – A laundry room facility is provided for residents residing at 370 Valencia Street. The laundry room is for residents of that building only. Each resident using the laundry room facility must clean up after their use, and dispose of trash in the proper receptacles. Residents who have laundry in their units are requested not to do laundry during quiet hours.



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- 3.12. **Shopping Carts** – Shopping carts and baskets belonging to commercial stores are not allowed in the building.

- 3.13. **Garbage** - All garbage and refuse must be placed into plastic or paper bags and tied before loading them into garbage bins, dumpsters, and other garbage containers.

Residents must contact management for recommendations on how to properly dispose of all large items such as discarded furniture, bicycles, cardboard boxes, carpets, etc. These items are not to be placed in or around garbage bins at any time. It is not the responsibility of Management to accept these items from residents for disposal. Residents must make their own arrangements for the disposal of these items. Illegal dumping is prohibited and should be reported to Management.

Trash receptacles provided throughout the site are not intended for dumping of household trash. All household trash must be properly disposed of in the designated trash rooms.

- 3.14. **Recycling** – Management requires that you recycle to reduce garbage waste. Blue bins are provided in the trash room for recycling. See the recycling posters in the trash rooms for instructions and information about recycling. Dumping trash in recycling bins is prohibited.

- 3.15. **Green Waste** – Management also provides Green trash bins in the trash rooms for dumping of green waste. Green waste includes compostable items such as coffee grounds, tea bags, eggs, plant, fruit, and vegetable trimmings. Residents are encouraged to participate in the green waste program. Residents interested in participating in the green waste program must sign-up with Management to receive a key to the green waste bin. Dumping trash in green waste bins is prohibited.

- 3.16. **Pest Control** - A professional pest control service will be provided at the complex. Residents' apartments will be treated with pest control on a regular basis. Residents are required to cooperate with Management in their attempt to keep the buildings pest-free. Residents with allergic reactions to pest control treatment must notify Management so that alternative pest treatments can be applied. Management is not responsible for injury, accidents, or ill health arising out of pest control functions performed by unauthorized personnel. Residents shall not allow infestations of bugs or rodents in their units and must report such conditions to Management immediately.

- 3.17. **Bed Bugs** – Residents are required to report the presence or the suspicion of the presence of bed bugs to Management within twenty-four (24) hours. Management is not responsible for the loss of personal belongings or any other costs incurred by the resident as a result of a bedbug infestation. Residents are required to comply with the bed bug remediation treatment program as outlined below. Failure to comply will result in a lease violation, and could lead to the termination of your lease.

It is the goal of Management to maintain the highest quality living environment for our residents. Towards that goal, the Property Manager inspected the unit prior to making it available for leasing and there was no indication of the presence or infestation of insects



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or vermin including bedbugs in the apartment.

BEDBUG WARNING STATEMENT: Bed bugs are wingless parasites that feed on the blood of humans, pets, birds and other animals. Bedbug bites leave itchy bumps on the skin that can lead to other infections if scratched and left untreated. Bed bugs are transferred from place to place when people expose themselves or their belongings to bed bug infested areas. Bed bugs are also transferred when a person brings contaminated objects or items into a building. Bedbugs hide in cracks and crevices in beds, wooden furniture, floors and walls during the day and emerge at night to feed. Bedbugs can quickly spread throughout a building unless all residents fully cooperate with eradication efforts.

Resident agrees to the following requirements:

- 3.17.1. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs.
- 3.17.2. Prior to move-in, Resident shall permit Landlord to inspect all luggage, bedding, clothing, and personal property which Resident intends to maintain in the unit or store anywhere in the building. If an item is, or may be infested, Landlord may, at Landlord's discretion, either prohibit Resident from bringing the item into the unit and building or, require Resident to have the item treated before the item is brought into the unit or building.
- 3.17.3. Resident agrees to keep the unit in a clean and sanitary condition so that the unit does not promote infestation by insects and vermin including bedbugs. Resident shall maintain the unit in a condition that permits reasonable ingress and egress to the unit and unimpeded access throughout the unit.
- 3.17.4. Resident shall not bring used, leased or second hand furniture, bedding, or clothing into the building or project grounds without prior inspection and approval by Landlord to determine that the item is not infested or conducive to infestation.
- 3.17.5. Resident shall immediately notify Landlord of any condition in the unit indicating infestation by insects and vermin including bedbugs. Conditions indicating infestation include but are not limited to: itchy welts on the resident's skin; live bugs in the bed, bedding or clothing maintained in the unit; blood spots on the mattress or bedding; brown or black excrement spots on bedding or the bed; a sweet odor.
- 3.17.6. Because of the risks to other Residents and staff associated with the presence of bedbugs, Resident agrees that conditions indicating the presence of bedbugs constitute an emergency for purposes of permitting the Landlord access to inspect the unit.
- 3.17.7. In the event it is determined that unit must be treated for infestation by insects and vermin including bedbugs, Resident shall cooperate with Landlord and



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Landlord's agents, staff and pest control technicians as required to eradicate any infestation from the unit and the building.

- 3.17.8. Resident shall permit property management staff and pest control technician's access to the unit upon written notice.
- 3.17.9. Resident agrees that eradication may require that Resident do the following:
- Discard, or permanently remove from the building, personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspapers, open food, personal supplies, plants, and stuffed animals.
 - Seal clothing and bedding in plastic bags for laundering in hot water and then drying at a high heat setting. After such laundering, Resident shall not return the cleaned clothing or bedding to the unit until completion of the eradication process.
 - Seal personal property, toiletries, and other personal items in plastic bags for treatment by Landlord's pest control technician.
 - Resident shall bathe, and after bathing only wear clothes that have been laundered as required by the eradication process.
 - Landlord's pest control service may require Resident to enter into a written agreement concerning treatment to the unit and for treatment of personal property.
 - Resident shall relocate to another unit in the event it is determined that relocation is necessary to facilitate eradication of insects and vermin including bedbugs from the unit. Upon reasonable notice to Resident, Landlord may substitute for the unit a comparable unit within the building and thereupon such other unit shall be deemed to be the premises covered by this Protocol & Agreement. The expense of moving Resident and his or her property to the substitute unit shall be borne by Landlord. Upon written notice, Resident shall return and reoccupy his or her original unit upon completion of eradication measures.
- 3.17.10. Resident has been advised that in order to control and eradicate insects, vermin including bedbugs, Landlord and its pest control technician may use pesticides in and around the unit. Resident has been advised that on site staff has additional information concerning the particular pesticides and chemical agents that will be used during the eradication process. In the event Resident has reason to believe that he or she has a medical condition which precludes Resident from being exposed to pesticides, Resident shall provide written verification from their physician of such condition.
- 3.17.11. Resident acknowledges that infestation by insects and vermin including bedbugs poses a significant risk to the health and safety of other residents and on-site staff at the building. Landlord and Resident agree that Resident's failure to comply with the terms of this addendum constitutes a material breach of the Lease/Rental Agreement which adversely affects the health, safety and quiet enjoyment of other Residents and interferes with the Landlord's responsibilities.



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- 3.17.12. Resident agrees to indemnify and hold harmless the Landlord from any actions, claims, losses, damages and expense, including, but not limited to attorney's fees that the Property Manager may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying or using the premises.

By signing this document Resident acknowledges receiving an information sheet titled "Bed Bug Facts: 2-Page Resident Handout".

- 3.18. **Mold Notification** - Molds and mildews are microscopic organisms found virtually everywhere in our environment, both indoors and outdoors, that spread through the dispersal of airborne spores. When excess moisture is present, mold and mildew can accumulate and grow. If not addressed, accumulations of mold and mildew can lead to adverse health effects such as allergy symptoms, or respiratory problems in some instances.

Residents are required to take the following measures to reduce moisture build-up and discourage the growth of mold and mildew:

1. Properly ventilate the home by operating the Heating, Ventilation and Air Conditioning systems (HVAC), and/or by opening windows and doors. Proper air circulation will help prevent excess moisture build-up in the humid areas of the home.
2. Use the ventilation fans in the bathroom, kitchen, and laundry areas. In order to minimize the opportunity for moisture build-up, start the fans before bathing, cooking, or washing clothes and allow them to continue to operate until after these activities are complete.
3. Wipe down any visible moisture accumulation on windows, walls, ceilings, or other surfaces as soon as possible.
4. If you have a bathroom window, open the bathroom window while bathing, showering, and cleaning.
5. Within 24 hours, notify the Management Office of any signs of water leaks, moisture problems, and/or any signs of excessive mold or mildew growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew. Resident agrees to uphold this responsibility in part by complying with the above list of responsibilities.

By signing this House Rules document, Resident hereby agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages and expenses, including, but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying or using the premises.

3.19. Proposition 65 Hazardous Substance Disclosure

- 3.19.1. Warning: This facility contains chemicals known to the state of California to Cause Cancer, and birth defects or other reproductive harm. These same chemicals may be present in foods or beverages sold or served here.



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3.19.2. I agree that I have received and read a copy of California's Proposition 65 Brochure.

3.20. **Megan's Law** - Notice: The California Department of Justice, sheriff's departments, and police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. Pursuant to Section 290.46 of the penal code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

VIOLATIONS

Violation of any part of these House Rules may result in assessments, charges and other Management action, including termination of lease and eviction.

AMENDING HOUSE RULES

Management may amend these rules at any time following a thirty (30) day notice to residents.

By signing this statement below, I am acknowledging that I have read, understand and will abide by all of the rules of the Valencia Gardens Housing.

Address and Unit Number	Date
Print Name (Head of Household)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Management Representative)	Signature



VALENCIA GARDENS HOUSE RULES

Effective March 1, 2008

EMERGENCY CONTACT SHEET

Emergency Contacts: In case of any emergency, Management requires that you provide an emergency contact. By signing this document, Resident agrees that the persons listed below may take responsibility for any children under 18 years of age or dependant (legally "incompetent") adults.

NAME:		
	PERMISSION TO ENTER UNIT? (CIRCLE ONE) YES / NO	
ADDRESS:		
	ZIP CODE	
TELEPHONE: ()	RELATIONSHIP:	

NAME:		
	PERMISSION TO ENTER UNIT? (CIRCLE ONE) YES / NO	
ADDRESS:		
	ZIP CODE	
TELEPHONE: ()	RELATIONSHIP:	

Security Deposit and Personal Belongings: If I should die or become incompetent and, in the sole judgment of Management it is impracticable to refund any of my security deposit to me, then it should be paid to the first person listed below. Any personal property left in my apartment at the time of vacating may be turned over to the first persons listed below. If Management is unable to contact the first person listed below, or if the first person is unwilling or unable to retrieve all personal property from the premise within the time period provided by the law, then the second person will be contacted. I understand that if I do not list a beneficiary below, or if Management is unable to contact the beneficiaries listed within the period provided by law, my belongings will be discarded or donated to charity.

NAME:		
	PERMISSION TO ENTER UNIT? (CIRCLE ONE) YES / NO	
ADDRESS:		
	ZIP CODE	
TELEPHONE: ()	RELATIONSHIP:	

NAME:		
	PERMISSION TO ENTER UNIT? (CIRCLE ONE) YES / NO	
ADDRESS:		
	ZIP CODE	
TELEPHONE: ()	RELATIONSHIP:	

RESIDENT NAME: _____ SIGNATURE: _____ DATE: _____

