

**B&W HOUSING DEVELOPMENT,LLC**  
**RESTRICTIONS FOR OAKDALE VILLAGE**  
**AND DEER CREEK ESTATES**

B&W Housing Development Restrictions are a culmination of the parameters for living within our community. We strive to give all residents within our community equal rights to safe and peaceful co-existence. B&W Housing Development management hopes these parameters will clearly define the rights and responsibilities of both management and residents. These guidelines may be altered at any time by B&W Housing Development management with thirty days notice to residents.

Origination effective date-January 1, 2003

Revised effective- November 1, 2004

Revised effective- June 1, 2005

Revised effective- October 1, 2009

Revised effective- June 25, 2014

**VIOLATIONS OF LEASE**

All criteria set forth in the lease, contract for deed, and the community restrictions are required to be followed by each resident and purchaser. If a resident violates any restriction, the resident/purchaser will receive a notice, hand delivered and posted on property door, from the B&W Housing Development management and will have five days to correct the violation. If the resident desires to have a conference with management regarding the violations, the resident must contact management within three days from receipt of the written notification to schedule a meeting. If the resident does not meet with management to try to resolve the problem, at the arranged time, without setting a new appointment time, eviction will be sought from the Cherokee County magistrates, or in the case of contract for deed, civil action will be filed. Residency may be terminated.

For purposes of these restrictions, "written notice" shall mean a letter or notice addressed to the resident at his or her last known mailing address or at the sole option of B&W Housing Development, LLC, a letter or notice physically delivered and posted upon the resident's/purchaser's front door.

## TABLE OF CONTENTS

TOPICS	PAGE NUMBER
Abandonment	11
Addresses	9
Alterations to premises	6
Assignment and subletting	7
Businesses on leased property	4
Checks returned by the bank	11
Clotheslines	9
Complaints	10
Conduct on the premises	5
Construction and landscaping	10
Contract for deed interior maintenance	7
Dangerous materials	7
Debit Cards	11
Default	11
Down payments	8
Exterior maintenance and appearance of home	7
Exterminating	6
Fair Housing Amendments	7
Fences	6
Garages and outbuildings	9
Health and safety	9
Illegal activities	8
Insurance and damage to residence	9
Interior maintenance of leased home	7
Interior maintenance of contract for deed home	7
Lease terms	8
Lost keys or locked out	11
Mailboxes	10
Minimum criteria standards for residency	3
Downpayment	10
Payments and late fees	8
Pets on the premises	4
Referrals	10
Residents under 18 years of age	5
Right of inspection	4
Rights of management	10
Security deposits	8
Single family residential housing	4
Surrender of premises	11
Swimming pools and recreational equipment	6
Trash disposal	6
Utilities	8
Vehicles	5
Weather shelter	10
Yard maintenance	5

## **MINIMUM CRITERIA STANDARDS FOR RESIDENCY**

B&W Housing Development requires an application on each applying person over 18 years of age or older. If any application has spaces left blank with no explanations, the application will be returned to the applicant and will not be processed. If the applicant is related in any manner to one of the landlords listed on the application, applicant must provide B&W property manager with one landlord reference unrelated to applicant. It is the applicant's responsibility to provide B&W property manager with the information necessary to contact past landlords. B&W Housing Development reserves the right to deny an application if, after making a good faith effort, office personnel are unable to verify information on the application. If applicant owned, rather than rented a previous home, applicant must furnish mortgage company references or proof of title ownership or transfer. There is an application charge of \$50.00 to process applications, checking credit and criminal background information. There is a required credit score of 525 to obtain leased housing with B&W Housing Development, LLC. There is a required credit score of 600 to obtain a contract for deed agreement with B&W Housing Development, unless you have rented from B&W Housing Development for one year, have made all rental payments on time and have had no lease violations. If an applicant does not have sufficient credit, (between 500-524 for rentals and between 575-599 for contract for deed) we may require a qualified co-signer and/or additional security deposit or down payment. A qualified co-signer is someone who meets all required credit scores and guarantees the lease or contract for deed monies for the term of the lease or contract for deed. The qualified co-signer and applicants credit scores will be combined, then averaged and must equal the minimum credit score allowed of 525 for leased housing and 600 for contract for deed. If the combination of monthly personal debt, utility costs, and rent payments will exceed 50% of applicant's monthly income, before taxes, we will require a qualified co-signer on the rental agreement. B&W office personnel must be able to verify income. If applicants are self-employed, they must furnish tax records, business license, or list of client references. We require a photo ID for every adult that seeks residency. All persons who will reside in the home must be listed on the initial application for residency. If applicants are accepted, they are required to have a photo taken of all persons who will be residing in the home. Applicants will be denied residency if they have had a conviction of any type of crime that would be considered a threat to real property or to other residents' safety, any drug offense, well being and or, peaceful enjoyment of the premises. Applicants will be denied residency if they have been through a court ordered eviction, or had a judgment against them for financial delinquency. This restriction may be waived if there is no more than one instance, the circumstances have been justified, and they provide a qualified co-signer on the rental agreement. Applicants will be denied residency if a previous landlord reports a significant complaint level of noncompliance activity such as: late payments, repeated disturbance of the peace, reports of criminal activity of any kind, damage to the property, reports of violence or threats, or allowing persons not listed on the lease to reside on the premises. Applicants will be denied residency if the former landlord would be disinclined to rent to applicant again for any reason pertaining to lease violation behavior of applicant, family, their family, or others allowed on the property during your tenancy there or failure to pay rent as lease states.

If accepted, applicants are required to sign a rental lease agreement or contract for deed if purchasing land/home, and agree to and sign a set of restrictions for living within the community, which may have addendums during the term of applicant's lease/contract for deed and under which residents will have thirty days notice to comply, or be in violation of your lease. Restrictions for the community shall remain in effect for each lot in the B&W Housing Development community indefinitely.

**B&W HOUSING DEVELOPMENT,LLC IS COMMITTED TO EQUAL OPPORTUNITY HOUSING FOR ALL PERSONS AND ALL APPLICATIONS SHALL BE REVIEWED AND JUDGED IN A COMPLETELY NON-DISCRIMINATORY MANNER.**

## **SINGLE FAMILY RESIDENTIAL HOUSING**

Manufactured homes within the B&W Housing Development community are single-family housing. Single families are defined as a single entity without extended family of any kind. Extended family includes, but is not limited to, parents of adult tenants, grandparents, aunts, uncles, cousins, brothers, sisters, etc. Exceptions for elderly or ill family members will be considered when prior request is made to B&W Housing Development management **in writing**. Temporary visits, under one week, are allowed with written manager approval. Adult visitors staying overnight may be required to be vetted for criminal record, with resident responsible for the cost of acquiring said record. Residents are responsible for the actions of their guests at all times. All residences within our community are serviced by septic tanks. Due to this, a maximum of two persons per bedroom, with the exception for infants under the age of eighteen months, will be allowed. Housing and Urban Development defines bedrooms as rooms with a closet and with a door that separates the space from the main living area.

There are to be no other living accommodations placed on the lots, at any time, other than the manufactured home placed there by B&W Housing Development.

## **BUSINESSES ON LEASED PROPERTY**

Only businesses that involve very limited traffic (no more than three vehicles per day, such as computer repair, typing, etc.) to a resident's home, may operate inside leased property. Businesses that involve larger amounts of traffic, (including, but not limited to car repair, beauty salons, etc.) are prohibited. Businesses must register with, and be approved by, management of B&W Housing Development before operation begins. Businesses required by law to obtain a business license, or health department license must have this license posted inside the premises at all times. B&W Housing Development reserves the right to restrict business operations at any time based on traffic or safety considerations.

## **RIGHT OF INSPECTION**

By South Carolina law, B&W Housing Development has the right, with 24 hour notice, to inspect the inside and outside of each rental home within our community **for any purpose**. Inspections will be done between the hours of 9am-6pm, weekdays. B&W Housing Development strives to do quarterly inspections, although the number of inspections that will be done may vary. Violations found during inspection must be taken care of within five days of notification of offense. B&W Housing manager will re-inspect the residence to make sure the problem has been rectified. B&W Housing Development reserves the right to enter any residence in our community, at any time, in case of emergency. Tenant may not change locks without permission from B&W Housing Development management in writing. If locks are changed, a copy of the new key must be supplied to B&W Housing Development office within two days after locks are changed.

## **PETS ON THE PREMISES**

Animals of any kind inside the leased residence are not allowed, with the exception of registered service animals. Having an animal inside of your leased residence at any time is a violation of your lease agreement. If inside animals of any kind are found in your leased residence, B&W Housing will require that it be removed immediately. If the animal is not removed from the residence, this is a violation of your lease agreement and eviction will be filed at the Cherokee County Magistrate office. Rental residents are allowed to have a limit of two outside dogs, but are required to carry renters insurance that will cover liability on the animals on the property and residents must keep the animals restrained in accordance with Cherokee County Animal Control laws. B&W Housing contacts all insurance company to ensure that the insurance covers the animals on the property. B&W Housing requires that each resident that carries renter insurance must provide an up-to-date copy to the office before any animals are allowed on the premises. Absolutely no exotic animals or farm animals will be allowed on the premises. Residents who are purchasing their home on a contract for deed basis are allowed to have inside animals (maximum of two), if they furnish proof of liability coverage on their animal and abide by all county laws and ordinances covering animals. If your pets become a nuisance in any manner (constant barking, running loose, etc) they must be removed from the property.

## **CONDUCT ON THE PREMISES**

Obnoxious or offensive activity which disturbs the neighborhood in any manner will not be allowed. This type of behavior includes, but is not limited to, loud music (music that can be heard outside the residence where the music is coming from or music played outside that can be clearly heard by the neighbor next door), offensive activity associated with drinking, family disputes, police action of any kind, or the use of any type firearm, or weapon within one thousand yards of any residence, or any gathering that infringes on the rights of others' peaceful enjoyment of their premises or traffic and parking infringes on other residents property. Police action for the safety and security of our residents and their guests is not considered an offensive activity, unless it stems from the disruptive behavior of the resident or guests. Firearms and weapons are defined as any object that could constitute a threat to a person or property. Residents, of any age, are not allowed on other residents' leased property at any time without the permission of an adult resident who resides at that property. This includes walking through another resident's yard.

## **RESIDENTS UNDER 18 YEARS OF AGE**

Parents are responsible for the actions of their minors and any person visiting with the adults in the household or their minors at all times. There is a development curfew for all residents under the age of 18. **B&W Housing community curfew is dark.** Minors found by management or reported by adult residents to management outside of their parent's leased property after dark without their own parent with them will be a violation of the parents lease. Two incidences of activity of this type will void the parent's lease. Due to safety concerns for drivers and minors alike, minors are not allowed to play ball in the street. Basketball goals are not to be erected within ten feet of the roadway. Permission for the riding of bicycles, non-motorized scooters, etc. within our community will be left to each parent's discretion. B&W Housing Development owners urge parents not to let their children play on or near the roadways at any time unless the parent is within eyesight of the child.

## **YARD MAINTENANCE**

Residents are responsible for their own yard maintenance. Grass must be kept mowed and weed-eated lower than 10 inches in height. Yards are defined as the grassy spaces on your leased property that extend from the edge of the nearest roadway to the back edge of your leased property. If the grass on your leased premises exceeds 10 inches in height, you may receive notification from management that you have three days to have your grass cut. If you do not have your grass cut within three days of the notification, B&W Housing Development management has the right to hire someone to cut and weed eat your grass and the resident will be financially responsible for the cost of this service. Grass cutting services must be paid on completion of service.

## **VEHICLES**

Each leased residence within our community has a structured driveway. Due to location of septic tanks, driveways within our community vary in location to the home. Vehicles are to be parked **only** in driveways. **Parking of vehicles on the grass is forbidden.** There must be no vehicle on the leased premises for more than thirty days without a current tag. Any resident that has a vehicle on the leased premises without a current tag for more than thirty days will receive a notice to remove the vehicle from the premises within five days of notification. If the vehicle is not removed, B&W Housing Development reserves the right to have the vehicle towed and the resident will be responsible for the cost of towing. This service must be paid for when completed. There must be no disturbances caused by a resident's vehicle or any person visiting with them. Due to safety concerns, vehicles not required by law to have a registered tag, such as mopeds, motorized scooters, four wheelers, go carts, etc, are not to be operated on community roads. There is to be no driving on grassy surfaces on any yards for any reason.

## **TRASH DISPOSAL**

Dumpsters, located at 581 Oakdale Road, are to be used by residents for household trash only. Due to safety and health concerns, outside trash receptacles at each residence, with the exception of Cherokee County waste management receptacles, which the county empties, are prohibited. Trash must be disposed of in the dumpsters provided for residents. Only household trash is to be placed inside the dumpsters. Furniture, appliances, metal objects, tires, building materials, etc. (anything other than household trash) are to be taken to the Cherokee County landfill. The dumpsters are provided as a service to the residents in our community. Trash must be placed inside the dumpsters, not on the ground around them. Trash is not to be stacked in a vehicle on any leased property, on the deck, under the home, or anywhere on the property. Any recycling materials must be kept in containers on the property. No metal, aluminum, cardboard, etc. recycling is to be scattered on the property at any time.

## **EXTERMINATING**

Leased homes within our community are sprayed for insects at regular intervals at no cost to the resident. Residents within our community who have signed a contract for deed, must provide B&W Housing Development management with proof of contract with a reputable exterminating company within thirty days of moving into the residence. If proof of contract is not received within thirty days, B&W Housing Development management will contract to have the home exterminated and the resident will be financially responsible for the cost of this service.

## **ALTERATIONS TO PREMISES**

Alterations to the premises, of any kind, must have the advance written consent of B&W Housing Development management. No trees are to be cut off the property, with the exception of written permission by management for dead trees or trees growing too close to a residence. Residents who have a contract for deed are not required to seek B&W owner approval for cosmetic changes, however, any alterations which change the layout of the home or additions to the home must have Cherokee County Building Code permits.

## **FENCES**

Fencing of leased premises will be allowed as follows: Chain link fencing will be allowed in the side to back of property. No fence from the front corner of the dwelling to the street on the front line shall be more than five foot high and should be of the split rail fence variety or picket fencing. Fences are prohibited if made of concrete, cinder block, lumber scraps, slabs, barbed wire, chicken wire, hog wire, or briar type plantings. All fences must be installed to a professional standard. Privacy fencing is only allowed around swimming pools.

## **SWIMMING POOLS AND RECREATIONAL EQUIPMENT**

Swimming pools of any type are allowed only when leasing resident has provided B&W Housing Development management with proof of liability coverage on the pool. Due to safety concerns, pools must have fences around them with a locking gate. Fencing around pools, with the added exception for privacy fencing, is explained in the above section titled, "Fencing". Residents must meet all state and local health ordinances pertaining to pools. Any violations of health ordinances will be noted and the proper DHEC officials will be notified. If there is more than one occurrence, the resident will have five days to remove the pool from the premises. Pools must not be placed over septic tanks. Wading and "kiddy" pools are not to be placed on decks. Residents assume all liability for recreational equipment (swing sets, trampolines, etc) placed on the leased premises. Insurance provided to contract for deed residents does not cover anything other than the home as it was before resident moved in. Swing sets must be placed no closer than ten feet from the side or back property line and must be located behind the residence. Construction on the leased property must be approved by B&W Housing Development in writing. Tire swings are not allowed to hang from trees.

**EXTERIOR MAINTENANCE AND APPEARANCE OF HOME**

Curtains or blinds must be placed on each window of the leased residence within 5 days of occupancy. Sheets, towels, etc. are not appropriate window coverings. Residents with a contract for deed, must clean the exterior of the home, replace damaged brick vents, and repair roof shingles or kool-seal metal roofs as needed. All homes within the B&W Housing Development community are required to have brick underpinning.

**CONTRACT FOR DEED INTERIOR MAINTENANCE OF HOME**

Residents who have signed a contract for deed must repair all injury and pay all costs of repair whenever damage occurs after occupancy of leased home. After signing contract for deed, resident has ten days to report to B&W Housing Development management in writing any maintenance repairs needed to the heat/ac, plumbing, water, stove or refrigerator. The cosmetic condition of all contract for deed homes is "as is". Appliances replaced in home become property of the home and should option not be exercised, must be left in the home, as it was leased with appliances furnished. Residence must always be in a safe and clean condition. Trash is prohibited from being stacked on or near the leased residence, or in trucks or vehicles in the driveway. Residents must provide management with proof of annual service to heating/cooling system. B&W Housing Development management will seek legal remedies from any resident for the willful damage or destruction of property within the B&W Housing Development community.

**INTERIOR MAINTENANCE OF LEASED HOME**

Residents must report any maintenance problem immediately. Management will have the problem taken care of in a timely manner. By South Carolina Landlord Tenant Law, if there is a problem reported by the resident of a leased property, B&W Housing has the right to enter the leased premises between the hours of 9am-6pm to repair the problem (at any time for a reported emergency). The resident has the right to be in the home at the time of the repair, but if the resident is not at home, B&W Housing staff will enter to repair the problem. If the problem is found to be from misuse of the premises, improper heating, or failure of the resident to report the problem in a timely manner, which causes more repairs to be done than would have originally been necessary, the resident will be financially responsible for the cost of the repairs. All repair services must be paid for when done. Failure to pay for these services will result in eviction. Preventive maintenance checks will be done on heating/cooling systems in the spring and fall. B&W Housing Development management will seek legal remedies and eviction from any resident for the willful damage or destruction of property within the B&W Housing Development community.

**ASSIGNMENT AND SUBLETTING OF LEASED PROPERTY OR CONTRACT FOR DEED PROPERTY**

B&W Housing Development allows no subletting of leased premises or contract for deed property under any circumstances. B&W Housing Development allows no liens or encumbrances of any kind to be placed on the residence or lot until resident has satisfied all payments within a contract for deed. Only the management of B&W Housing Development may assign these Guidelines, rental agreements, lease agreements, or any other agreements entered into with any resident to any successor/owner of the community, and they shall remain in full force and effect and binding upon the respective parties.

**FAIR HOUSING**

B&W Housing Development abides by all Fair Housing Amendments of 1968 and 1988.

**DANGEROUS MATERIALS**

Dangerous, flammable, or explosive materials are prohibited on the premises. Any material that might unreasonably increase the danger of fire on the leased home or contract for deed home is prohibited. Lawnmower and weed-eater gasoline must be in EPA approved containers. Space heaters of any kind are prohibited from use in any leased or contract for deed premises.

**ILLEGAL ACTIVITIES**

Residents, any member of the household, or any visitor to the residence, shall not engage in any illegal activity of any type, including, but not limited to drug related criminal activity whether leasing or contract for deed. The term drug related activity means the illegal manufacture, sale distribution, use, possession, or possession with intent to distribute, manufacture, sell or use an illegal substance. Any resident convicted of any offense that would constitute a threat to the health, safety, quiet and peaceful enjoyment of the premises or welfare of other residents or property will be evicted. Persons with a contract for deed may have legal action taken against them for violation of guidelines.

**UTILITIES**

Residents are required to apply for and pay for their own utility services independent of B&W Housing Development, LLC, with the exception of water services. Residents on city water in the community must pay a water deposit of \$50.00 at the time of move in and pay their monthly water charge for usage to B&W Housing Development, LLC on or before the fifteenth of each month. Water service will be disconnected after the twentieth of the month if the water usage bill has not been paid in full. If water service is disconnected for nonpayment of the bill, resident will be charged a reconnect fee of \$50.00 plus the amount of the water bill owed before water service will be restored.

**SECURITY DEPOSITS AND DOWNPAYMENTS**

Security deposits are deposited into a non interest bearing account. All security deposits must be paid by certified check, money order, debit card or cash. If you do not fulfill your lease, your deposit is not refundable. If you fulfill your lease, and decide to move, the residence will be examined, after the residents have completely removed all personal property, for damages. If the home has not been damaged in any way, the rent was paid in full at the time of move out, and a 30 day written notice of intent to move was provided to the office, the security deposit will be sent to the address the residents supplies, in writing, to B&W Housing Development, LLC as their new mailing address. Residents who receive a refund of their security deposit, in full or partial, will receive an itemized statement from B&W Housing within 30 days of turning in the keys. If you are asked to move for lease violations, your security deposit is not refunded. Upon execution of contracts for deed, residents deposit with B&W Housing Development management a sum classified as a down payment on the residence and lot. Any payments toward a down payment are nonrefundable under any circumstances.

**LEASE TERMS**

Standard leases are twelve month leases. If residents do not fulfill their lease, its execution is legally enforceable. Any resident who desires to stay after the lease term has expired must notify B&W Housing Development management in writing within thirty days of the end of the lease term. If residents do not notify management, it will be assumed that the residents will vacate the premises at the end of the lease. If a 30 day written notice of intent to move is not provided to the office, it will void any security deposits paid. **Management reserves the right not to offer a lease extension or renewal on leases for any reason.**

**PAYMENTS AND LATE FEES**

Rent payments and contract for deed payments are to be paid in the B&W Housing Development office, located at 597 Oakdale Road, Cowpens, S.C. Due dates for rental payments/contract for deed are stated in each resident's lease/contract for deed. If payments are to be paid weekly, they are due on Friday of each week. If these payments are not paid in full, a late fee, amount stated in the lease, will be added on Mondays after close of business. On monthly payments, late fees will be added five days following the due date and every five days thereafter until paid in full.



**INSURANCE AND DAMAGE TO RESIDENCE**

B&W Housing Development provides insurance coverage for all the leased homes within our community. If the leased premises or any part thereof shall be totally or partially damaged by fire or other casualty, not due to leasing resident’s negligence or willful act or that of his family, agent, or visitor, to the extent that the insurance coverage decides not to repair, the premises will be replaced for one of value and payments continue as in the original lease. All deductibles due to the insurance company are the responsibility of B&W Housing Development. B&W Housing Development’s insurance covers the residence itself, but does not extend to the leasing residents’ personal property. B&W Housing Development, LLC strongly advises all residents to acquire renter’s insurance for their personal property. B&W Housing Development, LLC's insurance does not cover residents' property, including **but not limited to**, residents' pets, swimming pool, residents' outside buildings, residents' furniture, residents' clothing and personal items.

**HEALTH AND SAFETY**

Leased homes and contract for deed homes must, at all times, be kept in a safe and sanitary condition during the term of the lease. The residence and property connected to the home must be free of dirt and debris, free of standing puddles of water, and the grass must be kept mowed. There can be nothing on the property, at any time, that would constitute a health or safety risk by B&W Housing Development management or their insurance company. All residents must abide by all Cherokee County and B&W Housing Development health and safety codes.

**GARAGES AND OUTBUILDINGS**

One outbuilding per leased property is allowed. There shall be no outbuilding larger than 16 feet wide x 20 feet long. It must have a shingled roof no taller than the residence. Outbuildings are for storage of yard maintenance and personal items only. One garage or carport per residence is allowed. Garages must be no larger than 24 feet wide x 24 feet long. It must have a shingles roof no taller than the residence. Garages are for the storage of automobiles and motorized vehicles only. Metal carports must be no larger than 24 feet wide x 24 feet long, with a metal roof no taller than the residence. Residents must have the written approval of B&W Housing Development management as to size, location of building, and aesthetics of building before construction of any outbuilding, garage, or carport is started. If approval is not obtained from management, and the building is erected without heed to the restrictive sizes, aesthetics, location, and usage, B&W Housing Development management will notify the resident of the violation and give five day notice to cure the problem. B&W Housing Development reserves the right to remove the building from the premises if the problem is not taken care of at the end of that five day period.

**CLOTHESLINES**

Outside clotheslines are permitted on leased property under the following conditions: The poles must be of wood or metal. The poles must be painted with no rust. The clothesline must not be longer than 25 feet and no higher than seven feet. The clothesline must be constructed on the rear of the property, further from the front road than the leased residence. Deck rails, bushes, porches, etc. are not to be used to hang clothes outside under any circumstances. B&W Housing Development reserves the right to remove any clothesline, if after notice, the resident has not, within five days, conformed to the described clothesline criteria. Clothes are not to be left on the clotheslines overnight.

**ADDRESSES**

Cherokee County requires the address of each residence to be posted on the home in three inch numbers, located in such a way that they are easily visible from the street for emergency vehicles. B&W Housing Development staff have furnished residence numbers on all leased/contract for deed homes.

## **MAILBOXES**

All private roads within the B&W Housing Development community have mailboxes for resident use on sections of posts near the opening of the road. These mailboxes are furnished with the residence number on them. Mailboxes within the community are for U.S. Postal delivery only. Residents who supply their own mailboxes on Oakdale Road and Acorn Drive must keep them in good condition at all times. If the mailboxes are metal, they must be kept painted, with no rust showing on them. Residents, their children, or any person visiting with them is not allowed to open and /or remove any mail from a mailbox that is not expressly furnished for their leased home or permit or commit injury to any mailboxes they have not bought or installed.

## **COMPLAINTS**

Complaints concerning matters pertaining to resident's violations of lease/restrictions will be handled by the B&W Housing Development property manager in charge. Complaints from residents will be taken in writing during regular office hours and handled accordingly.

## **WEATHER SHELTER**

Oakdale Baptist Church has given permission, in the event of severe weather, for residents within our community to seek shelter in their family fellowship building. It is not required that residents leave their homes, unless the disaster preparedness officials require evacuations. Residents may seek shelter other than Oakdale Baptist Church, but that option will be there for residents, should the situation warrant. If you decide to seek shelter at Oakdale Baptist Church, the community manager in charge will unlock the church as soon as notification is given that a weather situation is eminent for our area. Residents are asked to bring blankets, pillows, towels, wash cloths, personal items such as clothing and toiletries, and food items.

## **CONSTRUCTION AND LANDSCAPING**

B&W Housing Development encourages residents in the community to plant trees, bushes, shrubs, flowers etc. on their leased property. However, before residents dig further than twelve inches into the soil, they are required to check with the utility companies to make sure no lines will be cut by digging. If lines are cut, the resident will be financially responsible for repairs. Residents must check with B&W Housing Development management to be sure they are not planting trees on the septic tank. All trees and flowers planted by residents become a part of the property. Should the resident move, all plantings must remain.

## **RIGHTS OF MANAGEMENT**

The rights of the property manager contained within the Guidelines are cumulative, and should the property manager fail to exercise any right, at any time, it shall not serve to void other rights. Any waiver by the property manager should not be interpreted as a further waiver of that or any other guideline.

## **REFERRALS**

Existing residents who refer qualified applicants, who are approved for leasing or contract for deed, and who pay their deposit or downpayment, and move in will receive a credit of \$250.00 towards their rent. The applicant must inform B&W Housing Development management of the referral when the application for residency is turned into the office.

## **ABANDONMENT**

If, at any time, during the term of the lease, resident abandons the leased residence or any part thereof, B&W Housing Development management may, at their option, enter the home by any means without liability for any prosecution therefore and without becoming liable to resident for damages for any payment of any kind whatsoever and may, at their discretion, relet the home or any part thereof for the whole or any part of the then unexpired term and may receive and collect rent payable by virtue of such reletting and, at management's option, hold resident liable for any difference between the rent that would have been payable under the lease during the balance of the unexpired term, if this lease is continued in force and the net rent for such period realized by management by means of reletting. If management's right of reentry is exercised following abandonment of the home by resident, then management may consider any personal property belonging to resident and left on or in the home to have also been abandoned. In which case, management may dispose of all such property in any manner management shall deem proper and is hereby relieved of all liability for doing so. Disconnection of electric utilities, for any reason, is considered abandonment.

## **DEFAULT**

If any default is made in the payment of rent or any part thereof, at the time hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of B&W Housing Development, shall terminate and be forfeited and B&W Housing Development management may reenter the leased residence and remove any personal property left there by resident. B&W Housing Development management will give written notice to resident of any default or breach. The resident will have five days to correct the default or contact management to schedule a conference. If the resident fails to correct the default or contact management within five days from receipt of written notification, B&W Housing Development will proceed with the eviction process. After eviction papers have been filed, and at the discretion of the owner and/or property manager in charge, a resident may correct the default by paying all sums owed to date, including all cost associated with filing the eviction action and administrative fees associated with eviction, totaling but not limited to \$100.00. If resident has received 5 day eviction papers from B&W Housing Development more than once, eviction will be carried out.

## **SURRENDER OF PREMISES**

Resident shall quit and surrender leased premises hereby demised in as good a state and condition as premises was at the commencement of the lease.

## **CHECKS RETURNED BY THE BANK**

Any check returned by the bank it was written on, for any reason, must be paid for in cash within 48 hours of notification by B&W Housing Development management. There will be a \$35.00 service charge, added to the amount of the check. Any returned check, not paid in full within 48 hours of notice, will be turned over to the Solicitor's Worthless Check program for collection.

## **LOST KEYS OR LOCKED OUT**

Any resident who loses their keys to the leased premises or locks themselves out of their leased home when the office is closed will be required to pay a fee of \$35.00 to have maintenance come on their own time to let them into the residence. Only persons whose name is on the lease will be allowed to gain entry to the leased home by maintenance.

## **DEBIT CARDS**

B&W Housing Development now accepts debit cards. No credit cards will be accepted! All debit card transactions must be made in person, by the person whose name is printed on the card. B&W Housing will not accept debit cards from children or family members for any resident. There will be no exceptions to this rule. Debit card transactions cannot be done over the phone. All debit card transactions must be done in person, in our office, during business hours.

