

The Village Nac Handbook



The Village Nac Mission

To create a healing community empowered by God's unconditional love, where broken people become whole.

The Village Nac Vision

An environment of beauty and acceptance (for those struggling from chronic mental health issues or homelessness) that fosters hope, inner peace, dignity, the joy of life and genuine love for others.

Statement of Purpose

The purpose of The Village Nac is to partner with the local community in helping each individual resident of The Village discover their self-worth, identity, and gifts through:

- Community (Non-judgmental Relationships)
- Security - (Transitional or Permanent housing)
- Creativity - (Discovery & Development of talents)
- Opportunity - (On-site Micro-enterprises)
- Physical Wellness (Healthy Diet and Exercise)
- Spiritual Wellness (Transformation by experiencing God's love in action)

Aspirations for Neighbors

The starting point for each neighbor will vary in terms of mental health condition, background, functionality, and emotional need – which in turn may alter what “help and healing” may look like to each – but in every case “Community” itself is part of the solution.

The Village Nac is a community within a community, and though the on-site missionary / mentors are not licensed counselors, partnerships with local mental health professionals, community services and volunteers play a vital role in the well-being of each resident neighbor.

The goal for every resident, regardless of starting point, is to embrace the concept that we are better together. Within an environment of acceptance, reflection, encouragement and discovery, life returns, and purpose awakens. Whether a neighbor is able to transition back into the greater community, or if The Village needs to become a permanent home – the healing of one inspires the hope of another. The Village aspirations for each resident neighbor are:

- To acknowledge their need for help and healing
- To come to believe that God is kind and forgiving
- To discover unconditional self-worth
- To renew their minds with truth
- To develop healthy relationships
- To discover and celebrate their talents

- To find their place as part of the whole
- To extend love and encouragement to others

I. THE VILLAGE NAC BASIC GUIDELINES FOR COMMUNITY LIVING

1.) Allow The Village to be a Blessing to You

- Avoid Isolation
- Join in common meals and fellowship
- Take advantage of Village amenities and micro-enterprises
- Participate in discussion groups, video classes, book clubs and / or scheduled events

2.) Be a Blessing to Others

- Be friendly, kind and encouraging
- Check on your neighbors
- Notice things that need to be done, and look for ways to help
- Serve on one of the Community Service Committees that makes the Village a better place

3.) Keep The Village Clean

- Wash your own dishes after use
- Dispose of all trash and cigarette butts (pick up after yourself)
- Keep tables and counter tops wiped clean and free of clutter
- Maintain your personal hygiene
- Maintain cleanliness in and around your home so as not to attract bugs or create fire hazards

4.) Keep The Village Safe

- Respect those trying to stay free from addictions by not being the tempter and by shielding them from temptations
- Do not use illegal drugs or share prescription drugs
- Do not become intoxicated, and do not drink alcohol in public areas (any area other than your residence)
- Be selective about who you invite into your home (which is your personal safe space)
- Respect quiet hours 9:00 PM – 8:00 AM Sunday to Saturday (7 days a week)
- No visiting in homes after 10:00 PM (public areas are available 24/7)
- No overnight guests without prior approval

5.) Keep The Village Harmonious

- Avoid gossip
- Treat staff, neighbors and volunteers with courtesy and respect
- Avoid excessive complaining (use suggestion box for constructive ideas)
- Refrain from any and all vulgar language and demeaning name calling
- Resolve disputes with honesty, humility and self-control – Involve staff when needed
- Be slow to anger and quick to forgive

II. COMMUNITY INVOLVEMENT

1. Because many mental health conditions and personal challenges worsen when people withdraw into isolation, TVN provides many ways for residents to stay engaged with community living.
2. TVN believes that “community” is part of the solution for being healthy and whole.
3. Residents are encouraged to participate in as many group activities as possible, and at least twice per week to help foster fellowship and healthy relationships.
4. Group Activities include:
 - Group Meals
 - Discussion Groups
 - Bible Study Class
 - Book Clubs
 - Video Classes
 - Prayer Groups
 - Game Nights
 - Movie Nights
 - Fitness Classes
5. Residents are encouraged to take advantage of the on-site micro-enterprises - learn new skills in instructional classes, develop talents, and potentially earn extra income. Micro-enterprises include:
 - Stained Glass Studio
 - Woodworking Shop
 - Pottery Studio
 - Art Studio
 - Ceramics Studio
 - Jewelry Making
 - Sublimation/Epoxy
 - Welding
 - Candle Making
 - Music Studio (Future)

6. TVN encourages group participation, work or productivity to keep residents actively engaged with others and to contribute to the overall well-being of the Village Nac community.
7. There will always be community support projects and areas of service that can be done by any Resident. Areas available for Resident contribution are found on the following Committees:
 - Kitchen Committee
 - Lawn and Maintenance Committee
 - Cleaning Committee
 - Transportation Committee

III. RESIDENCY AND FINANCIALS – RENTALS & CHARGES

1. The first month's rent and/ or prorated rent amount is due prior to move-in for the rest of the current month.
2. Every month thereafter, you must pay your rent *on or before the 1st day of each month*. The following late fees will apply for payments made after the rent is due:
 - **Late fee rule:** Rent is due on the first day of each month. A late fee of \$30 will be assessed at the close of business by 5:00 pm on the 5th day of the month. Appropriate action will be taken for continued late payment.
3. **Returned Checks.** A *charge of \$35 will apply for every returned check* or rejected electronic payment plus the amount of any fees charged to TVN by any financial institution as a result of the funding not being honored, plus any applicable late fee charges.
4. TVN may change the terms of this Covenant Agreement in accordance with applicable law, including rent increases and other modifications to the terms of the contract.
5. Acceptable forms of payment are cash, cashier's check, money order, personal check or debit card (a 4% fee will be included for a card). All payments are made payable to: The Village Nac
6. The total security deposit at the time of execution of this Covenant Agreement will be ***one month's rent*** due on or before the date this Covenant Agreement is signed. TVN will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use all or part of the security deposit to cover any charges related to your performance of this Covenant Agreement, including, but not limited to, cleaning, repair of damages, missing items, unpaid rent, late fees, and returned fund fees.
7. TVN will pay for the following utilities: *electric, trash, water, and limited internet*. For all utilities NOT noted as paid by TVN, you will be responsible for paying for all related deposits, and any charges, fees, or services on such utilities. There is wireless internet access available to all (included in your rent). Wifi may not be accessible inside your home but is accessible most places on the property.
8. TVN does not guarantee or warrant that there will be no interruption of utility service. If your electricity is ever interrupted, you must use only battery-operated lighting (do not use candles or kerosene lanterns). TVN will not be held liable for any damage resulting from a loss of power or other utilities.
9. We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your

own insurance for losses to your personal property or personal injuries from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, acts of God, or vandalism.

10. You will be provided the following keys: 1 key per door and a gate code if you have a vehicle.
11. All deadbolts, keys, window latches, doorknobs and any additional device required by local government ordinance will be in working order when you move in. You will be liable for the entire cost of all key and lock replacements (\$90 per lock, \$10 per key-estimate). You will not change the locks or add an additional lock without TVN written consent. If you lock your key in your room, there will be a \$5 charge to open it.
12. All keys must be returned when you vacate the home. You will be charged for the cost of new locks and keys that are not returned.
13. There will be NO REPLACEMENT RESIDENTS OR SUBLETTING PERMITTED FOR ANY REASON.
14. All Apartments and Tiny Homes are supplied with a refrigerator and microwave.
15. All homes come furnished, but you may use your own furnishings if desired. Village property remains the exclusive property of the Village. Coordinate with a member of the staff to return unwanted furniture items to the Kirby building.

IV. MOVE-OUT

1. You will give TVN a verbal or written notice with your intent to vacate 15 days prior to your move out date. Failure to provide a forwarding address will result in mail being returned to the USPS with message: "Moved-No Longer at this Address."
2. You must thoroughly clean the home, including doors, windows, furniture, bathrooms, kitchen appliances, patios, and any housewares/linens provided by TVN. If you don't clean adequately, you'll be liable for reasonable cleaning charges. Anything provided at move in such as towels, bedding, dishes, appliances, furniture is the property of TVN and must be left here.
3. You'll be liable for the following charges, if applicable: unpaid rent; repairs or other damages excluding ordinary wear and tear; replacement cost of our property that was in or attached to the dwelling unit and is missing; keys not returned; removing or re-keying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you or guest) of local ordinances relating to smoke detectors, false alarms, or other matters; late-payment and returned check/ electronic funds charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Covenant Agreement.

V. DEFAULT BY RESIDENT

1. If you are in default under this Covenant Agreement for any reason, we may submit to you, in writing, a 24-hour notice to vacate for breach of covenant.
2. If you receive a 24 hour notice to vacate, after the time period of 24 hours has passed since delivery of the notice, locks will be changed and personal belongings will be packed up and stored for a

maximum of 30 days, after which time, if not claimed, will be disposed of. If the breach is delinquency for non-payment of rent, TVN would have to give special notice and wait 3 days before actually preventing the resident from entering the dwelling.

3. You will be in default if you or any guest violates any of the terms of this Covenant Agreement including, but not limited to, serious or repeated violations such as: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the community rules, fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether arrest or conviction occurs; you abandon the home; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or your guest has abusive or threatening language towards any other person in the community (other residents, staff, volunteers, visitors); you or your guest brings weapons onto the property (as described in section 2.5 WEAPONS); if your INTENT is to cause harm or damage with any other object (such as a rock, a cane, a stick, etc.), that object will be considered a weapon; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your home or on property grounds; you or any guest engages in any prohibited conduct; or you or any guest, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

VI. CONDITION OF PREMISES & ALTERATIONS; REQUESTS & REPAIRS

1. You accept the home, fixtures, any housewares, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. TVN disclaims all implied warranties. You will maintain the premises in good, clean and habitable condition throughout the tenancy.

2. Residents may NOT install additional air conditioners or heating units without staff approval. You agree not to alter, damage, or remove our property, including any housewares, fire extinguishers, smoke/ carbon monoxide detectors, furniture, screens, locks, or any security devices. You may not paint or make any permanent alterations without TVN written consent.

3. No modification to the interior or exterior of any home may be made without approval from Property Management.

4. You will report any damage or problem immediately to the TVN office upon discovery or you may be held responsible for the cost. Our complying with, or responding to, any oral request regarding safety, security or non-security matters does not waive the strict requirement for written notices under this Covenant Agreement. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; malfunctioning detectors; bed bugs; and other conditions that pose a hazard to the property, or your health and/or safety. TVN may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

5. TVN has the right to enter the premises at reasonable hours for the purpose of inspection, responding to your request, making repairs and / or preventative maintenance, pest control, showing to prospective resident or insurance agents, and for any emergency situations that may arise (welfare check for example).

6. Should you be unable to return to your home within a five (5) day period due to an unexpected/unintentional absence, TVN reserves the right to enter your home and dispose of all perishable food. TVN will not be responsible for replacement of any food removed. The intent is to prevent mold and insects from food that can spoil quickly.

7. If there is probable cause to believe that there are weapons or drugs in the home, at least 2 staff members may enter, with or without law enforcement. If weapons or drugs are found, we reserve the right to allow law enforcement into your home without first obtaining a search warrant as long as members of TVN staff are present.

VII. RESIDENT HOUSEKEEPING RESPONSIBILITIES

You agree to keep the premises reasonably clean, as determined by TVN staff, from dirt, debris, and clutter to maintain a healthy environment. Cleanliness is a condition of your rental and failure to maintain a healthy environment can result in termination of your Covenant Agreement. Living in a space that is not clean is not healthy for your body or your mind.

1. Sinks, showers, and toilets are to be kept clean and scrubbed with cleanser. Countertops should be clean and neat.

2. Trash cans are provided. Bags are not, though you can buy them from TVN. The garbage truck comes every Thursday morning to empty our dumpster. Please empty your trash as often as needed so as not to draw pests.

- Near the main entrance gate on CR 823, there is a large dumpster available for your household trash.
- When disposing of food, please ensure that it is closed in a bag so that rodents and animals are not attracted. All household trash needs to be placed **INSIDE** the container, never left outside.
- You may bring your personal trash to the dumpster at any time. ****PLEASE KEEP ALL DUMPSTER LIDS CLOSED TO KEEP CRITTERS OUT****

3. Room inspections will be performed quarterly or as needed.

4. If, upon inspection by TVN staff, it is determined that your home is not being kept clean, TVN reserves the right to require weekly or bi-weekly housekeeping be performed and to add these charges to your monthly rental rate. Housekeeping charges will be \$35.00 per hour and contracted for by TVN.

5. A resident should flush the toilet each time it is used, especially public use toilets.

6. Every effort should be made to put food away and keep everything clean and wiped down to limit pest issues in your home. There should be no open containers of food or drink left sitting out.

7. We routinely check for cleanliness and upkeep so you will also have an opportunity to talk to us about any service requests needed for your home. You have been given the opportunity to live in these homes and they need to be maintained. Refer to your Covenant Agreement for specific responsibilities and what will be required if you fail to maintain a healthy environment.

8. Periodic pest control is included in your rental, but you are encouraged to have bug spray. TVN will assist if there is a major problem that needs to be addressed.

9. Storage sheds for personal items are not allowed on the property, and personal items cannot be stored around the sides of any home. If you have more personal belongings than can fit into your home, you may rent an off-site storage unit at your own expense.

VIII. DRESS CODE, PERSONAL HYGIENE & GROOMING

1. Undergarments, nightgowns, pajamas, may not be worn by themselves outside of living spaces.
2. Residents should dress modestly when outside of their homes.
3. Residents should maintain daily hygiene standards (brush their teeth, shower, and wear deodorant).

IX. SHARED SPACES

1. There are many shared spaces throughout the Community. These include restrooms, showers, outdoor kitchens, laundry rooms, fire pits, sitting/gathering areas, gardens, pavilion, BBQ grills, library and recreational areas, fitness room, game room etc.).
2. Residents should pick up after themselves when using public bathrooms or showers (i.e. clothing, shampoo, bathroom and shower items, etc.). Do not leave hair in the shower, sink, or on the bathroom floor.
3. As a good neighbor, you agree to clean up IMMEDIATELY after use of any of these locations so that others may use them after you. Do not leave your dishes or trash for others to pick up. Thank you for being a good neighbor!

X. PARKING

1. You will park on the property at your own risk.
2. TVN may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone.
3. TVN will have unauthorized or illegally parked vehicles towed and will not reimburse occupant or guest for towing fees.
4. Vehicles are prohibited from parking on the premises if they are inoperable, have no license plates, no current registration, no current inspection sticker, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, decks, foundations, trails, curbs and fire lanes.
5. All vehicles must be parked in designated parking spaces. One vehicle per home is permitted on the property. Any exceptions must be cleared by Property Management. **ANY VISITOR YOU HAVE THAT WILL HAVE A VEHICLE ON THE PROPERTY OVERNIGHT (anytime from 10pm-7am) MUST HAVE PERMISSION.**

XI. SHUTTLE SERVICE

1. A Village Nac vehicle will be available on a scheduled basis to transport residents for a fee to town for work, grocery shopping, errands, etc.
2. Additional information can be found in the Transportation Policy.

3. Due to safety concerns, TVN residents are asked to NOT walk outside property boundaries within a 5 mile radius.

XII. ACCESS GATES

1. The entry and exit gates are intended to limit vehicle access onto the property between certain hours. We want TVN to be a healthy, happy, and safe place to live for our neighbors and their guests. The goal is to limit access to people who don't live here and may bring harmful or unwanted activity to the property.
2. As a general rule, the entry gate will be opened during the day but will be CLOSED daily from 5pm to 8am. When the entry gate is CLOSED, entry will be allowed only by the access code given to residents.
3. The access code will be given to residents who own vehicles on the day of move in.
4. You are the ONLY person authorized to use this code – it should NEVER be given to anyone else (not your friend, brother, case worker, neighbor, etc.)
5. You must be physically present when the code is used. If you allow someone other than yourself to use the code to enter the property, you will be in default of this addendum and are subject to losing your right to use a code.
6. TVN reserves the right to alter gate closure times and change the code.

XIII. SMOKING

1. Smoking and vaping is permitted on the property in designated outdoor locations only.
2. Smoking is NOT permitted in any TVN building or home. Smoke that has seeped into the walls and/or furniture is NOT considered 'normal wear and tear'. Vaping is permitted inside the home.
3. Smoking inside of your home or other TVN building could result in termination of your Covenant Agreement, and extraordinary charges to remove smoke damage at move out.
4. In outdoor designated smoking areas, all butts are to be extinguished fully to prevent fires. You should NEVER extinguish a cigarette except in an appropriate receptacle (***do not drop on the ground***).
5. Violation will result in a verbal warning with the first offense. All offenses thereafter will incur a \$5.00 fee which increases with subsequent offenses.

XIV. DRUGS AND ALCOHOL

1. The use, sale or possession of illegal drugs is strictly prohibited – on or off the Village property.
2. Prescription drugs may not be solicited, sold, or shared with others.
3. The use of medical marijuana is not authorized at the Village Nac.
4. If it is discovered that a Resident, visitor or volunteer has offered illegal drugs to a resident – or offered to take a resident to a location to use illegal drugs – that Resident, visitor or volunteer will no longer be allowed on the Village Nac property in any capacity. At the staff's discretion, intervention measures will be implemented on a case-by-case basis in lieu of immediate eviction.

5. Some residents are trying very hard to maintain their sobriety, and it is essential that the activities of other residents or guests do not serve as a temptation or a trigger for relapse.
6. Public intoxication from alcoholic beverages is prohibited on the property. If alcohol becomes prohibitive to being a good neighbor to fellow Residents, appropriate measures will be taken.
7. If alcoholic beverages are kept in a resident's home, they are not to be consumed in public areas.
8. Known alcoholics are not permitted to have alcohol in their homes.
9. Consumption of alcohol in public areas and on front porches is not permitted.

XV. SEXUAL ACTIVITY

1. The Village Nac has single dwelling units only and is not equipped to serve couples or families that are not part of the TVN staff.
2. TVN discourages extra-marital sex and sexual activity on the property is not permitted.
3. Overnight guests must be pre-approved by staff and visits may not be romantic in nature.
4. Under no circumstance will a member of the TVN staff take part in a sexual relationship with a resident.
5. Residents come from different backgrounds which may include physical and sexual abuse. Be aware that unwanted advances may cause anxiety or psychological harm.
6. No promiscuous or lewd behavior is allowed on the property.
7. Pornographic material and / or pornographic videos are forbidden on the property.

XVI. WEAPONS

1. Weapons of any kind, including, but not limited to, handguns, assault rifles, Bow & Arrows, BB guns, hunting rifles, knives (other than a pocket knife), swords, night sticks, explosive devices, brass knuckles, nunchucks, tasers or stun guns are **STRICTLY FORBIDDEN** within 1 mile of The Village Nac property line.
2. If your **INTENT** is to cause harm or damage with any other object (such as a rock, a cane, a stick, etc.), that object will be considered a weapon.
3. Even if there is a legal permit or a concealed handgun permit, those are still prohibited on the property.
4. Residents are responsible for their guests and must ensure that they also comply with this policy.
5. Signs are posted at the entrance of the property. Failure to comply can result in arrest and/or immediate termination of housing.

XVII. MEDICAL / MEDICATION

1. Residents are responsible for all personal medical bills.
2. Residents must have the financial ability to maintain and refill personal prescriptions while living at The Village. This can be done either through doctor's orders or a family member.

3. If a severe medical need arises that would require you to seek long-term medical care or hospitalization, you will be involuntarily discharged from the Village until you are able to return. Contact with TVN must be made weekly during the time you are out.
4. You must be able to keep track of and take your own medication.
5. If you are here because of mental illness, you must be willing to take your medication as prescribed.
6. TVN reserves the right to monitor prescription medication use at a cost of \$10 per month when a pill dispenser is required.

XVIII. DRUG TESTING

The Village Nac reserves the right to administer drug tests without warning. Testing positive for illicit / unprescribed drugs is grounds for termination of the Covenant Agreement. If you need help overcoming substance addictions, please notify the TVN staff, and you will be referred to an appropriate program. A clean test is a required part of the application process.

XIX. FOOD / KITCHEN

1. Food is technically **not** provided as part of TVN residency, but we do share food donated by community agencies with our residents at no cost.
2. The kitchen and the food in the kitchen are not to be used for personal meals. If you cook in the main kitchen you are cooking for everyone.
3. The large refrigerators in the main kitchen are for group meal prep only and are not to be accessed when the kitchen is not in use.
4. Residents can sign up for food stamps and/or donation boxes from the local food pantries.
5. TVN keeps a food pantry of extra food that residents can go “shopping” in when they need to.
6. TVN tries to prepare at least one meal per day simply to foster a sense of community.
7. Dishes must stay in the kitchen, if you want to take food to your home, please bring your own carry out container.
8. If you make a mess, clean up after yourself.
9. The walk-in freezer outside of the main kitchen is for kitchen use only.
10. There is a designated refrigerator for leftovers on the porch for all to access any time of day.
11. Outdoor kitchens are available for personal or small group meals by reservation.

XX. LAUNDRY

1. Only use machine safe detergent. Do not use dish soap or any other cleaning products.
2. For optimal washing and drying **DO NOT OVERFILL!**
3. Check and empty lint screen before using dryer to prevent fires.
4. Throw away lint only in the trash can, nowhere else. (i.e. not in adjacent shower)
5. Do not leave clothes unattended past 10:00 pm. We are not responsible for “lost” items. (Clothes left overnight will be bagged and resold to the owner for \$5.)

6. Make sure machines are empty of all clothing before and after use.
7. We have a clothesline for towels, sheets and bulky items. Remove clothes as soon as they are dry.
8. Be kind, treat other's articles of clothing like you would want your own clothes treated.
9. Please keep the laundry rooms clean and promptly report any malfunctions to staff.

XXI. THE VILLAGE NAC PROPERTY

1. Unauthorized use of any TVN property or theft of any TVN property or supplies on any of the 21 acres can result in charges being filed, restitution, and/or a 24 hour notice to vacate for repeated offenses.
2. There are several areas, such as inside the maintenance shop and parts storage room that residents are not permitted to enter unless expressly authorized by a TVN staff member. These areas can be identified by the notation of signage stating No Entry.
3. Golf carts are work vehicles. They are *never* to be used when it is dark or taken off the property. Any damages will be paid for by the user.
4. Leave keys in the golf carts. Turn carts OFF after each use to preserve the battery. Carts are to be left at one of the charging stations each night for charging for the next day's use.

XXII. VIDEO MONITORING

There is real time video monitoring that is backed up to the cloud. Video cameras are located throughout the community. They are there for everyone's safety. If a security issue arises, we will attempt to get video verification. Our goal is to have a safe and unified neighborhood where we watch out for each other.

XXIII. HANDICAPPED ACCESSIBILITY

1. **EXEMPTIONS** - The Village Nac is exempt from Fair Housing Act accessibility requirements due to the fact that we fall under the category of a 501c3 "religious organization". ADA (Americans with Disabilities Act) and TAS (Texas Accessibility Standards) regulations also allow exemptions for religious organizations and do not require inspections for cosmetic renovations to existing facilities.
2. **ACCOMMODATIONS** - Despite the exemptions, TVN is committed to making as many accommodations as are feasibly possible for our handicapped residents, staff and guests. There are currently ADA / TAS compliant toilet stalls in the Community Hall, and ADA / TAS compliant shower stalls located in the restrooms between the Kitchen and Pantry.
3. **SIDEWALKS** - TVN plans to install hard surfaced walks throughout the property over time, as budget allows, but individual buildings are not currently connected. Potential residents are advised that the grounds are uneven and not suitable for wheelchairs at this time.

4. ACCEPTANCE OF EXISTING CONDITIONS - By signing the Covenant Agreement, you are agreeing to accept the current property conditions and accessibility deficiencies as they are without expectation of improvement or additional accommodations

XXIV. PERSONAL CARE / SELF-SUFFICIENCY

1. Residents are expected to be able to care for themselves since TVN does not currently have staff to assist in bathing or home health care.
2. If a temporary situation arises, such as an injury or surgery that limits mobility or requires temporary assistance – notify your insurance company and TVN staff about the arrangements.
3. Residents are responsible for making home healthcare arrangements as well as for the costs associated with those arrangements.

XXV. ANIMALS

1. Pets (including dogs, cats, mammals, reptiles, birds, fish, and insects) are allowed only if TVN has authorized the acceptance of the animal.
2. Each home is limited to one pet per household, and occupants with pets must pay a **nonrefundable** pet deposit of \$150.
3. You must remove all unauthorized animals within 24 hours of notice from TVN, or you will be considered in default of this Covenant Agreement.
4. Residents with a pet are responsible to pick up and dispose of their pet's waste.
5. Pet food, flea treatment and medical attention shall be at owner's expense.
6. Your animal **MUST** be on a leash at all times, unless specifically performing as a SERVICE ANIMAL, when outside your home and you must be in control of your animal at all times. At no time will you tie your animal to a tree, or any other object, and will keep the leash firmly in your hand. If you have an animal, you will have an Animal Addendum attached to this Covenant Agreement.
7. ADA defines a Service Animal as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. The dog must be trained to take a specific action when needed to assist a person with a disability. The ADA requires that service animals be under the control of the handler at all times. "Under control" includes not allowing the dog to bark repeatedly. The service animal must be harnessed, leashed or tethered while in public places (anywhere outside the home) unless these devices interfere with the service animal's work or the person's disability prevents use of these devices. In that case, the person must use voice, signal, or other effective means to maintain control of the animal. The handler may not allow the dog to wander away from them and must maintain full control. The only time a service animal can be off leash is during the time it is specifically performing a task(s) directly related to the disability.
8. When acquiring a new pet, you must keep a close watch on them. *They need to be closely supervised or in a crate if you are not around to prevent damage to housing units or furniture*

belonging to TVN. You will pay for any damage made by your pet. **YOU MUST BE WITH YOUR ANIMAL AT ALL TIMES WHEN NOT CRATED.**

9. All animals are to be spayed/neutered and have current vaccinations at the time they come on to the property and maintain their annual vaccinations.

10. If an occupant or any guest violates animal restrictions (with or without your knowledge), you will be subject to charges, damages, 24 hour notice to vacate, and other remedies provided in this Covenant Agreement. If an animal has been in the home at any time during your term of occupancy (with or without our consent), TVN will charge you for defleaing, deodorizing, and shampooing upon move out.

11. You will be provided a Pet Sitter Agreement at the time of move in, or when adding an animal. The purpose of this form is to ensure (TVN) knows who to contact to take care of your pet(s) in the event of your unexpected absence. You are **REQUIRED** to submit the Pet Sitter Agreement to Property Management within five (5) days of moving in or adding a new pet to TVN. Failure to do so will nullify any animal agreement and the animal will have to be removed from the property immediately.

12. TVN reserves the right to determine if an animal is being neglected and to take the appropriate corrective action when needed.

XXVI. OUTSIDE VISITORS AND VOLUNTEERS

1. Visitors & volunteers must report in with a staff member before beginning the visit and sign the visitor log.

2. Please make sure that any visiting children are properly supervised by you or your visitors to prevent them from damaging or abusing TVN property. You will be held responsible for such damage. TVN assumes **NO RESPONSIBILITY** for the safety or well-being of your visitors while they are here.

3. TVN residents are welcome to have visitors during daytime or evening hours, but overnight guests are not permitted without prior approval. **Guests must depart NLT 8:00 pm.**

4. Regular frequent visits from guests are limited to three days per week, four hours per visit.

5. There is a \$15.00/night charge for each pre-approved visitor per night.

6. Visitation privileges may be revoked at any time at the discretion of the Directors. TVN may exclude from the community property any guests or others who, in our judgment, have been violating the law, violating this Covenant Agreement, or disturbing other residents, volunteers, staff or guests. We may also exclude from any outside area or common area, a person who refuses to show proper identification or refuses to identify him/herself as a resident or guest of a specific resident on the property, or who has a Criminal Trespass Warrant (CTW) filed against them by TVN.

7. Any resident who knowingly invites a person with a CTW onto the property is subject to a \$75 fine per occurrence and may be subject to a 24 hour notice to vacate. In addition, the police will be called and the CTW will be enforced which can result in arrest of the person with the CTW. CTW's in Nacogdoches County do **NOT** have an expiration date, so once filed, only TVN can agree to no longer enforce the CTW.

8. This is our home. Volunteers come and generously give of their time. Whenever possible, you are encouraged to come out and help in whatever capacity you are able to with these service projects to make TVN a better community.

XXVII. FEES & FINES

1. To have a healthy, happy and safe community everyone needs to abide by the Rules & Guidelines of TVN. For those that don't, fees and fines will be assessed as noted below. In some cases, fines may be combined if multiple violations occur at the same time.
2. A warning reminder ticket may be issued before any actual fines are charged.
3. Three fines will result in a progressive discipline plan that will be placed in your file.

ANIMAL VIOLATIONS

\$15.00 Fine for Dog-Off-Leash violation. This fine also includes any pet disturbances and / or leaving a pet tied to ANYTHING and unsupervised on the property. *\$20.00 fee for failure to pick up pet waste.*

LOCKS

\$30.00 Late Fee charged on the 5th day of the month

\$35.00 NSF Fee charged for a returned check/ automatic payment

\$90.00 Fee charged per lock for a Lock Change

GOOD NEIGHBOR VIOLATIONS

At management discretion, the following offenses could be subject to a fine at an amount determined by management that fits the offense:

1. Pet disturbances
2. Pet waste
3. Healthy Living Violations such as clutter/ unhealthy environment either inside or outside.
4. Knowingly inviting or allowing someone onto the TVN property that TVN has removed from the property or who TVN has filed a Criminal Trespass Warrant (CTW) against.
5. Failure to Clean Shared Space (bathrooms, laundry, showers, kitchens, etc.).
6. Public Urination/Defecation or improper disposal of human waste.
7. Failure to comply with Quiet Hours between 9:00 pm-8:00 am. This includes, but is not limited to, TV and music volume not turned down, talking loud either inside/outside, playing musical instruments, etc.
8. Disturbing the Peace. This includes, but is not limited to yelling or screaming, harassing others, racial slurs, vulgar language, being naked outside your home, exposing yourself, etc.
9. Public Intoxication. This involves being intoxicated outside your home, disturbing the rights and comforts of others while intoxicated, falling down while intoxicated, endangering yourself or others while intoxicated, and/or requiring assistance back to your home due to being intoxicated.

XXVIII. WRITTEN NOTICES / PROGRESSIVE DISCIPLINE POLICY

1. In order to maintain an environment that is physically and emotionally safe for TVN Residents, the following discipline policy is in place:
2. If a Resident's behavior is seen as threatening, in serious violation of Community rules, or compromises the well-being or safety of the Village Nac Community – the behavior or incident will be recorded by a member of the staff and served as a written notice. At the staff's discretion, intervention measures will be implemented on a case-by-case basis in lieu of immediate eviction. If intervention fails, the resident will be asked to move out of the Community.
3. Progressive discipline plans can be administered for any serious non-compliance of TVN rules. Written notices will be given and a copy will be put in the Resident's file.
4. Examples of offenses that could result in dismissal are:
 - Threatening bodily harm
 - Violent or abusive behavior
 - Sexual misconduct, abuse or harassment
 - Deliberate destruction of facility equipment or property
 - Use of illegal drugs or sharing prescription drugs
 - Refusal to take a urine test
 - Public drinking or abuse of alcohol
 - Non-payment of rent

XXIX. NON-PROFIT EXEMPTION FROM LEGAL EVICTION PROCESS

1. The Village Nac is a 501c3 non-profit organization, and in the event that the staff sees the need to ask a resident to leave the Community, The Village Nac is exempt from the requirement of a 30-day waiting period after serving an eviction notice. A Resident who has committed an offense serious enough to be asked to leave, must leave immediately or as agreed to by TVN staff.

XXX. COVENANT AGREEMENT TERMINATION AND DISPUTE

1. This Covenant Agreement may only be amended, waived, or terminated by TVN representatives in writing. Any oral promises, representations or agreements by TVN representatives shall not be considered legally binding. No action or omission of our TVN representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances.
2. To minimize legal expenses and, to the extent allowed by law, you and TVN agree that a trial of any lawsuit based on statute common law, and/or related to this Covenant Agreement shall always be referred to mediation as the first line of recourse. Costs for all

mediation will be shared EQUALLY by both parties, regardless of the outcome of the mediation.

3. TVN will be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrences beyond our control.

XXXI. MAIL & CONTACT INFORMATION

1. Mailing Address: Physical Address (including packages)
1188 County Road 823
Nacogdoches, TX 75964

2. The Village Nac Property Management Contact Information:

– *Constance Engelking* - *Operations Director* (936) 720-0025
thevillagenac@hotmail.com

- *Laura Culpepper* - *Mission Director* (936) 553-4048

XXXII. RESIDENT HANDBOOK AGREEMENT

I UNDERSTAND that the staff of The Village Nac must see a recognizable effort of participation in and contribution to the Village Nac Community, and failure to do so may result in disciplinary action up to and including dismissal from TVN.

I UNDERSTAND that the Handbook is intended to be a basic guide for how I should conduct myself and does not cover all possible scenarios. I am, therefore, expected to maintain a willing and teachable disposition at all times.

I UNDERSTAND that by signing this agreement:

1. I place myself under the authority of the staff of The Village Nac.
2. I do hereby acknowledge that I understand the rules and guidelines in the Handbook.
3. I understand that I may receive disciplinary action, up to and including dismissal from The Village Nac, for not following the Village Nac Community Rules and Guidelines of the Handbook.
4. I do hereby acknowledge and understand that if I choose to leave TVN or if I am involuntarily released from the Community, I must take all of my personal belongings with me at that time. I understand that TVN is not responsible for my belongings once I leave.

Resident's Signature

____/____/____
Date

Resident's Printed Name

____/____/____
Date

Staff Witness