

Casa De Los Arcos Resident Handbook January 1, 2021



503 S. 8th Street
Pagosa Springs, CO 81147
Office: 970.264.4828
TTY 711 Relay



Welcome to our property! We are pleased that you have chosen to make Casa De Los Arcos your home. This property is managed by Archuleta County Housing Authority. Should you have any comments or questions that cannot be answered by our property staff, please feel free to contact us at the following address:

P.O. Box 1463, Pagosa Springs, Colorado 81147

Emergency/Maintenance Phone: 970-903-3711. Residents can also notify one of the on-site Board Members in Apartment #13.

Emergency TTY Line: 711 National Relay

This property was developed for the purpose of providing decent, safe, sanitary, and affordable housing. In exchange for rental payments, each resident is entitled to the exclusive use and enjoyment of an apartment, in a safe, peaceful and private environment.

This Resident Handbook was created as a resource for residents and/or their guests. The Handbook includes two sections:

1. **Section 1 establishes the House Rules for the property that are specifically related to the safety, care, and cleanliness of the buildings or the safety and comfort of the tenants.** House Rules are not meant to infringe on the rights of any one resident, but to protect the rights of all the residents, the property owners, management, grounds and building. Households will be given a 30-day notice before changes to these House Rules take effect. These House Rules are Attachment 3 of the lease agreement.
2. **Section 2 includes general community policies in place at this community.** HUD housing assistance is not an entitlement. Once you become a resident, HUD regulations require that all household members abide by the lease, the community policies and any other rules or regulations governing residency, in order to continue receiving assistance and to remain at the property.

Residents who do not comply with the rules and policies outlined in this Handbook will be notified, in writing, that they are not in compliance and that such action is a violation of the lease. Violations are grounds for the terminating the household's subsidy, or the household's lease (resulting in eviction), as allowed by HUD regulations and by state and local laws. Eviction proceedings will begin for any household with two lease infractions within a 12 month period.

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Section 1- House Rules Attachment 3 to HUD Model Lease

1. APPLIANCES AND OTHER EQUIPMENT

Each resident is responsible for the care and use of each appliance and fixture in his/her apartment. This includes all kitchen appliances, alarms, plumbing and lighting belonging to the property. Residents are responsible to report any broken or non-working item immediately. Residents will be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence.

Batteries must not be removed from fire and/or smoke detectors, since this constitutes a safety hazard. In addition, furniture and appliances must not be moved to cover doors or windows, since they may be needed for escape during an emergency.

2. COMMON AREAS AND GROUNDS

- a) The common areas and grounds are for the use and enjoyment of all residents. The walkways, corridors, hallways and stairways are not to be obstructed, encumbered, or used for any purpose other than entering or leaving the apartment premises. The lobby, laundry room, community room, courtyards, and parking lots are only to be used for their intended purposes.
- b) Residents may not linger or congregate in the walkways, hallways, corridors, stairways, or parking areas. The storage of trash, household or personal items in the common areas is prohibited. Stored and/or abandoned items will be removed from the property with or without notice.
- c) All occupants are responsible for the cleanliness and upkeep of their apartments and the common areas, so that they can be safe, clean and pleasant for the enjoyment of all. Any areas that are damaged or in need of repair should be reported to management immediately.
- d) Any activities on the grounds that cause damage to the landscaping or common area, or can create a disturbance, are prohibited. Residents will be charged for any damages to common areas by household members or by their guests. This includes a management service charge of \$5 if management has to dispose of pet waste left by residents when walking their animals.
- e) Littering, including disposal of cigarette butts, candy wrappers, soda cans, etc., is prohibited. Defecating and/or urinating in common areas of the property are prohibited.

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3. TENANT AND GUEST CONDUCT

All tenants and their guests should be respectful of others' privacy, property, and general well-being. Residents are responsible for the conduct of their guests at all times, and should do their best to ensure that their behavior is neither offensive to any neighbor, nor damaging to any physical part of the property.

- a) Each and every resident listed in the lease and on a 50059 certification is responsible, not only for his/her own actions, but for the conduct of all household members, guests and visitors, while they are in the apartment or on the property. Any violation of these policies, and/or Lease terms is considered noncompliance with the lease.
- b) Residents and guests are not permitted to engage in, participate in, or conduct activities which interfere with the quiet and peaceful enjoyment of the property by other residents. No act of a resident and/or guest which threatens, intimidates, harasses, is physically violent (with or without injury) to another person and/or the property, will be tolerated. Any such incident will be considered a violation of the House Rules and the lease. When appropriate, such incidents will be reported to local law enforcement.
- c) Acts of intimidation, harassment (including sexual harassment), verbal abuse, physical threat or violence, or mischievous misconduct, toward other residents or toward property employees will not be tolerated. Any such incident(s) will be considered a violation of the House Rules and the lease. When appropriate, such incidents will be reported to local law enforcement.
- d) Social gatherings of residents and guests are welcomed, provided such gatherings do not become noisy, offensive, threatening, or generally objectionable to other residents and/or management. Any such gathering is considered in violation of the terms of the House Rules and the lease, when other residents' rights to quiet and peaceful enjoyment of their residences are violated. This policy applies to gatherings inside an apartment as well as in common areas.
- e) Children under 13 must be accompanied by an adult resident when using building facilities such as the laundry room.
- f) The consumption of alcoholic beverages, drugs or any intoxicants in any common areas of the property is strictly prohibited.
- g) The hours between 10:00 p.m. and 8:00 a.m. on the property are designated as "Quiet Time." Households must minimize any noisy or disturbing activity during these hours.
- h) The volume of stereos, televisions, radios, etc., in the apartment, in the common areas of the property or in vehicles, is to be kept at a sound level that does not violate the right of neighbors to the quiet and peaceful enjoyment of their residences at all times.
- i) Dress: The management office and common areas are public places of business. All persons visiting the management office are required to dress appropriately, including tops, bottoms and shoes. The manner of dress, whether specified or not, shall at all times be governed by good taste, and be in keeping with a business environment. Anyone wearing inappropriate attire will be asked to leave the office. Business will not be conducted with anyone not wearing appropriate attire.

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Clothing that is not acceptable includes, but is not limited to:

1. Robes, pajamas, bedroom slippers or other sleepwear
 2. Clothing that reveals foundation garments, such as boxer briefs, underwear or bras
 3. Bathing suits or other bathing attire
 4. Bare feet
 5. Any form of nudity (topless, bottomless)
 6. Clothing or accessories that shows references to gangs or drugs
 7. Clothing that contains offensive graphics, including sexual content or inappropriate language
- j) If any law enforcement agency is called to the property because of a disturbance or violation of law, the resident(s) involved may be subject to lease termination.
- k) Do not open the door or allow strangers into the building or your unit. Allow only your guests and/or management representatives to enter. Do not prop open doors, since this may allow strangers (as well as rodents and insects) to enter the building and/or your unit.
- l) Trash and garbage must be placed in trash bags and deposited inside the designated dumpsters/trash cans.
- m) Bicycles, motor scooters and other recreational transportation items must be kept in your storage area.
- n) No outdoor grills, fire pits or open fires are permitted, except those provided by management.
- o) There are 16 assigned parking spaces at this property - one per unit.

4. CRIMINAL HISTORY POLICY

- a) HUD requires that management obtain a criminal screening report for anyone 18 and older wishing to live on the property prior to move in. This includes all household members and live-in aides. Specific reasons for rejecting an application for criminal offenses are listed in the property's Tenant Selection Plan. A copy is available to anyone who requests it, at no charge.
- b) Current residents are subject to lease termination (eviction) if it is determined that the current or past criminal activity of a household member indicates a present threat to the health, safety, or right to peaceful enjoyment of the property by other residents, property management staff or persons residing in the immediate vicinity of the property.
- c) Management may deny admission to applicants or terminate the lease of any resident or household member who is, or has been, engaged in criminal activity that could reasonably indicate a present threat to the health, safety or welfare of others.
- d) Rejection of applications for persons on any state's lifetime sex offender registry became a requirement in June 2001. If the property discovers that a household member moved in, in error, after that date, the individual must be removed from the household. Otherwise, the entire household will be evicted.

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- e) If circumstances in item d) above are applicable to an in-place household, documentation, including but not limited to: a legal lease signed by all parties, utilities in their name or US Postal service certified mailing address change must be provided to document that the household member has moved out of the unit- thus permitting the remaining members to remain.
- f) Management will work with law enforcement to follow up on any criminal reports received for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their dwellings by other residents, property management staff or persons residing in the immediate vicinity of the property. If police reports show criminal activity which allows for the termination of tenancy, eviction proceedings will be started.

5. FIRE AND DISASTER SAFETY

The major causes of apartment fires are smoking materials, heating, arson, and children playing with matches and lighters. By paying careful attention to these fire safety requirements, each of us can share the responsibility of keeping our apartment homes safe from fire.

The following are strictly prohibited:

- a) The use of cooking grills of any type within the apartment.
- b) Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or any common areas
- c) Storage of anything next to the hot water heater, heat/air conditioning unit, range or refrigerator may create a health and fire hazard.
- d) Disconnecting any smoke/fire alarm constitutes a violation of the fire code.
 - i. It is the resident's responsibility to notify management if the smoke/fire alarm(s) becomes faulty, or if a battery is missing or not functioning.
 - ii. Battery operated smoke detectors must not be tampered with or have any batteries removed.
 - iii. Any tampering with smoke detectors is considered a lease violation and may result in the termination of your lease.
- e) Use of extension cords in bathrooms, kitchens, and hallways that cause a trip hazard. Surge protectors and plug-in multiple outlet devices are allowed as long as electrical cords do not create a hazard.
- f) Extension cords cannot be plugged into common area outlets or in another apartment.
- g) Furniture and personal items cannot be placed in direct contact with radiators.
- h) Windows are not allowed to be nailed shut or to be made permanently closed in any way. The ability to get out of the unit through the windows cannot be blocked by anything. This is a health and safety issue and is considered material non-compliance with the lease.
- i) Smoking where oxygen is being used. This includes, but is not limited to, the following areas; all apartments, all common areas, all rooms with oxygen equipment stored (even when it's turned off), all balconies and/or patios, and all areas where any highly flammable combustible or explosive material

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might be used or stored. Residents using oxygen will be required to receive training on the safe use of oxygen from the local fire department, or the company that supplies their oxygen.

j) Smoking in all common areas, which include but are not limited to the following: entry walkways, hallways, community rooms and or property offices, unless such an area is a designated smoking area.

I. Residents are responsible for the proper and safe disposal of their matches and cigarette butts, so as not to pose a fire hazard or litter the grounds.

II. Residents who smoke in their units should keep their doors closed to prevent smoke from entering the halls and common areas.

k) Repeated calls to the local fire department, resulting from a resident's misuse of stove or oven appliances in their units, will be considered a lease violation.

6. INSECTS, BED BUGS, PESTS AND RODENTS

All efforts will be made to provide a healthy and pest-free environment for all residents. When management becomes aware of insects, bed bugs, rodents or other pests at the property, all reasonable efforts will be made to eradicate them.

Since bed bugs, insects, rodents and other pests easily spread from unit to unit, all residents must comply with all pest control requirements, including preparing the unit and allowing access. Management will provide each resident written notification of pest control services affecting his/her unit. The notice will include instructions for preparing your unit for treatment.

As the resident, your responsibilities are to:

a) Notify management immediately of pests, including but not limited to bed bugs, in your apartment.

b) Help prevent pest infestations by:

I. Keeping your apartment clean and clear of clutter

II. Inspecting all furniture before bringing it into your apartment; especially used furniture

III. Not bringing abandoned furniture into your apartment- you do not know why it was abandoned, and it could be infested.

To avoid and/or address the serious problem of infestations (including but not limited to bed bug infestations), furniture and belongings infested with pests will not be brought into, or moved within this property. Many pests, including bed bugs, cannot be eliminated by professional extermination alone. If a pest problem is identified, management will contract for extermination, and will institute several steps that must be taken immediately by all residents when notified by management.

Failure to prepare for, or allow access to the unit after written notification constitutes a health and safety violation. Any household which does not comply, by adequately preparing for extermination, will be issued a lease violation. If noncompliance occurs a second time, lease enforcement proceedings will begin, and will continue until compliance is achieved.

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7. KEYS, LOCKS AND LOCKOUTS

- a) A key to the apartment will be issued for each adult household member at move-in. One (1) key is issued per household for the unit and the unit's mailbox. Residents are not permitted to provide keys to relatives, friends, or guests without the express written consent of management.
- b) No alteration, addition, and/or replacement of any lock is permitted without the written consent of management. A resident who receives permission to change or add any lock must provide management with a key for each lock, to provide access for inspections, repairs, and/or emergencies. Locks added to an entry or sliding glass door must be installed by apartment maintenance personnel, or by a qualified contractor approved by management. The cost for this service will be no more than actual cost.
- c) If a lock requires changing for any reason (other than failing to work correctly due to normal wear and tear), the household will be charged based on the actual cost of the lock replacement.
- d) Each resident listed on the lease is responsible for the control of his/her key during residency. S/he is also responsible for returning all keys issued, at the time of move-out. Failure to return all keys issued to a unit's residents will result in a charge, as allowed by the lease, of no more than the actual cost for each lock change, as a result of the missing key(s).
- e) Lockouts: If you cannot get into your unit, contact management to let you in. You may request a new key to replace a lost key. The first lockout will be free. However, each subsequent time, you will be assessed a \$20 management service charge. Replacement keys will be provided at the cost listed on the property's Charge Back List (currently \$3.00).

8. LAUNDRY

- a) The laundry room is a common area, and tenants are responsible to clean up after themselves. Our laundry room is only to be used by our tenants, and only for washing, folding and drying clothes.
- b) Rules for operating the machines are posted in the laundry room.
- c) Do not leave clothing or personal belongings unattended. Be courteous of the other residents and promptly remove clothing from the machines when their operation is complete.
- d) Do not dye fabrics, clothing or any other belongings in the machines.
- e) All trash, lint, and/or boxes must be properly disposed of in the waste receptacles provided in the laundry facilities.

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- f) Use of the laundry facilities is at your own risk. Management is not responsible for:
- I. Any loss or damage caused by the operation of the machines
 - II. Missing or stolen clothing or other personal belongings
 - III. Lost money due to a faulty machine
- g) Please notify the laundry company at the posted telephone number to report a faulty machine or lost money.
- h) No type of laundry equipment is allowed to be installed and/or operated in an apartment unless there are provided washer/dryer hook-ups.

9. MAINTENANCE AND MAINTENANCE EMERGENCIES

Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. The goal is to complete maintenance calls within 24 hours except when special circumstances prevent this.

Maintenance requests will be handled after office hours if they are emergencies. We define emergencies as situations which present a danger to people or property. These include but are not limited to:

- Fire
- No electricity in the entire apartment
- Broken or non-working exterior access doors, locks or windows
- Non-working refrigerator, stove or hot water heater
- No heat, in accordance with state and local laws
- No air conditioning, in accordance with state and local laws.
- No water in the entire apartment
- Toilet not functioning (when there is only one toilet in the apartment)
- Flooding
- Broken pipes

10. MISCELLANEOUS

- a) No additional equipment, refrigeration unit, freezing unit, air conditioning, heating unit or permanently affixed lighting device may be installed, operated, or used in any way, unless installed and approved in writing by management. Approval is generally given only as a reasonable accommodation based on a disability.
- b) Equipment and/or appliances provided in the unit may not be moved or removed from the apartment or building. All equipment and appliances provided must be permanently retained in the original location.
- c) Door-to-door solicitation is not permitted within the property. Residents should notify management whenever solicitors appear at their doors.
- d) Waterbeds are not allowed under any circumstances, because their weight and danger of flooding provide a health and safety hazard to the unit and surrounding units.

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- e) No changes of any kind to the apartment are allowed without the written consent of management. This includes painting, affixing items to the walls other than common household pictures using a single nail, decorations attached to the walls, windows, doors, ceilings or floors, or construction (temporary or permanent) which alters the physical layout of the apartment.

11. UNIT INSPECTIONS

Unit inspections are conducted at move-in, move-out, unit transfer (moving out of the old unit and moving into the new unit), and at least annually.

Move-in inspections must occur prior to executing a lease. The move-in inspection form must indicate the condition of the unit and must be signed and dated by the tenant and management. The tenant has 5 days to report any additional deficiencies to the owner, to be noted on the move-in inspection form.

Annual inspections are conducted by on-site staff, with proper notice. If there are damages, housekeeping and/or other concerns, the units may be inspected more than once annually. No advance notice is required for these inspections. Unit inspection reports will be kept in the resident's file.

The move-out inspection will be conducted on the day of, or shortly after, the move-out date and is used to determine the amount of security deposit refund, if any, due to the tenant. The tenant is encouraged to accompany the manager on the move-out inspection but does not have to participate. If the unit is found vacant, a move-out inspection will be conducted on the date the vacancy was discovered by management. Charges for damages beyond normal wear-and-tear will be assessed to the household. Charges due to damages found during move-out inspections may be deducted from the security deposit.

12. UTILITIES

The household is required to keep all utilities active in the unit. If, at any point, the utilities have been shut off, management must be notified immediately, since working utilities are required for health and safety standards. Failure to maintain working utilities is a violation of the lease and is grounds for immediate lease termination.

Be mindful of conserving energy, since this will lower your utility bills. Do not open windows, or leave doors open while the heat or air conditioning is on; do not use your oven to heat the unit. Residents must maintain a minimum temperature of 55 degrees Fahrenheit (13 degrees centigrade) to prevent physical damage to the property and plumbing system during cold weather.

Water leaks (faucets, running toilets, etc.), excessive moisture, or standing water can cause the growth of mold. Report any water leaks to management immediately. Promptly remove any visible moisture accumulation in your unit (walls, windows and sills, floors, ceilings, closets, storage areas, and bathroom fixtures). Use exhaust fans in kitchen and bathrooms when necessary.

Foreign objects are not allowed to be put into a sink drain, toilet or tank or sewer system. The household will be charged the cost of repairs to the system if found to be in violation of this rule.

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13. VEHICLES AND SPEED LIMITS

All motorized vehicles parked on the property must comply with the following property policies:

- a) All resident's motorized vehicle(s) parked at this property must be registered with the apartment property office. Vehicles not registered with management may be towed at the owner's expense in accordance with state and local law.
- b) All vehicles must have current legal license plates, current vehicle registrations, approved emission tests and insurance as required by state law. Any vehicle on the premises found to be inoperable or illegal to operate will be towed at the owner's expense in accordance with state and local law.
- c) Inoperable condition includes, but is not limited to:
 - I. Flat or missing tire(s)
 - II. Mechanical problems: i.e. motor will not start, drive train problem, no brakes, damage from a collision
 - III. Broken windshield or headlamp
 - IV. No current registration
 - V. No current emission approval
 - VI. No current license tags
- d) The storage of a motorized vehicle of any kind on the property is strictly prohibited. Such vehicle(s) will be towed at the owner's expense according to state and local law.
- e) Washing vehicle(s) with water provided by the property is strictly prohibited.
- f) The repair of vehicles on this apartment property, including the changing of oil, is strictly prohibited. Any vehicle deemed under repair by management will be towed from the property after serving proper notice to the owner. Battery-assisted starting of vehicles, and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.
- g) Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) may not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from management. Such a vehicle will not be allowed to be parked at the property until proof of repair of the fluid leak is provided to management.
- h) The residents on the lease are responsible for any cleaning and/or damages to the parking lot surface. The residents on the lease will reimburse the property for all costs within 30 days of receipt of an invoice.
- i) Vehicles must be parked in designated parking areas only. Any vehicle not properly parked within designated parking areas, or parked in a posted/marked "No Parking" area will be towed at the owner's expense as allowed by state and local law.
- j) Vehicles with loud mufflers or any other type of noisy mechanical attachment or defect will be removed from the property immediately upon receipt of written notification from management. The vehicle may not be returned to the property until written proof of repairs to correct the problem(s) has been provided to management.

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- k) Management is not responsible for the safety or security of your vehicle(s) or your guest's vehicle(s).
- l) Parking or driving commercial vehicles that are used by residents for work is prohibited within the boundaries of the property. Vehicles weighing more than 4,000 pounds are prohibited within the boundaries of the property except for temporary use to deliver goods or services to the property and/or residents.
- m) Vehicles may be operated on the driveways and parking lots only, and may not be driven on lawns, sidewalks, etc. Violations will result in corrective action deemed necessary by management and/or local police agencies. Vehicles in violation will be towed at the owner's expense as allowed by state and local law.
- n) Notice is considered properly served by posting a written notice in an obvious location (front, back, or side window) on the vehicle.

14. VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence Against Women Act (VAWA) and the Justice Department Reauthorization Act of 2005 protect any household member who is a victim of domestic violence, dating violence, stalking or sexual assault from being evicted or terminated from housing assistance solely based on acts of such violence against them.

A victim cannot be evicted solely because of incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault which otherwise would be considered as serious or repeated violations of the lease or other "good cause." If you are a victim and receive a lease violation and/or an eviction notice, you have the right to appeal.

Management can evict the abuser and remove him/her from the lease, as a person who is a threat to the community, or who commits criminal activities - but not the victim just because s/he is a victim. VAWA allows managers to legally divide a lease to allow the abuser to be evicted while the victim and all remaining family members stay in the unit.

Written certification of domestic violence will be required for a tenant to receive VAWA protections. This includes naming the abuser, if known, and his/her relationship to you. You may request a HUD certification form from management. Or, the victim service providers, medical professionals, or attorneys who have counseled you as a victim can provide written verification of your status as a domestic violence victim. These records will be kept confidential.

Domestic violence victims can be evicted for lease violations that are unrelated to domestic violence disturbances, and victims may be evicted if it can be shown that their residency poses an actual and imminent threat to other tenants, site staff, or service providers.

Please contact management if you feel you need to be request VAWA protections. This property has a detailed VAWA policy.

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15. WEAPONS, FIREARMS AND DANGEROUS OBJECTS

Residents and household and guests are prohibited from displaying firearms of any type (whether operable or inoperable) anywhere on the property unless explicitly permitted on private property per state law. The illegal use of any type of weapon, firearm, or dangerous object is strictly prohibited anywhere within the boundaries of the property. This includes, but is not limited to:

- I. Shotguns, pistols, rifles, etc.
- II. Ammunition of any type
- III. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type
- IV. Archery equipment such as bows, arrows, targets, etc.
- V. Paintball guns, paint balls and any similar products
- VI. Any and all types of slingshots or any device used for shooting a projectile
- VII. All sharp edged or pointed objects (knife, sword, etc.) used with the intent to threaten, intimidate, or harm another
- VIII. Any and all types of explosives, fireworks, and explosive chemicals
- IX. Any type of instrument, object, and/or material that may be deemed a weapon when used with the intent to threaten, intimidate, or harm another.

Residents may keep privately owned and licensed firearms and ammunition in locked cabinets in their apartments. Weapons, firearms, or ammunition are not allowed to be openly carried or exhibited on the property, unless allowed by state and local law.

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Section 2 - General Community Policies

1. FAIR HOUSING AND EQUAL OPPORTUNITY REQUIREMENTS: COMMITMENT TO NONDISCRIMINATION

It is this property's policy to comply with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act Amendments of 1988, E.O. 13166 and any legislation protecting the individual rights of applicants, residents, or staff which may subsequently be enacted.

The property shall not discriminate because of race, color, sex, familial status, religion, handicap, disability, sexual orientation, gender identity, marital status, or national origin or other discriminatory categories for state/local area in the leasing, rental, or other disposition of housing in any of the following ways:

- a) Deny to any household the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs,
- b) Provide housing which is different than that provided others,
- c) Subject a person to segregation or disparate treatment,
- d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program,
- e) Treat a person differently in determining eligibility or other requirements for admission,
- f) Deny a person access to the same level or services, or
- g) Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

It is the policy of this property, pursuant to Section 504 of the Rehabilitation Act and the Federal Fair Housing Act to provide reasonable accommodations and modifications upon request to all applicants, residents, and employees with disabilities.

The property will do its due diligence to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all, and will make reasonable accommodations for individuals with handicaps or disabilities as well as for individuals with limited English proficiency.

Questions or issues regarding applicant treatment relative to these laws should be addressed by mail to the following person, responsible for related policies: John Egan, Board Chair, P.O. Box 1463 Pagosa Springs, CO 81147.

2. BUSINESSES IN THE UNITS

Any household wishing to operate a business out of their apartment must have management approval before starting. Incidental business (such as computer work, limited babysitting, hair and nail care) will be allowed under the following conditions:

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- a) All applicable zoning regulations, as well as federal, state and local laws must be adhered to
- b) Any required licenses must be obtained, and fees paid to kept licenses current and in effect
- c) Absolutely no advertising signage is permitted to be displayed on doors and/or windows
- d) The business is allowed to be operated only by persons living in the apartment
- e) The business activity must not emit noise, vibration, smoke, dust, odor, heat, humidity, glare, or any other effect that unreasonably interferes with the peaceful and quiet enjoyment of other residents or neighbors
- f) The following types of home businesses are prohibited (this is not an all-inclusive list):
 - i. Any repair of motorized vehicles, including the painting or repair of automobiles, trucks trailers, boats or lawn equipment
 - ii. Animal hospital, kennels, stables or bird keeping facilities
 - iii. Restaurants, catering or food preparation
 - iv. Funeral chapels, cremations or mausoleums
 - v. Medical or dental clinics
 - vi. Public amusement, such as theaters or video arcades
 - vii. The sale or instruction of firearms, ammunition or any other form of weaponry
 - viii. Warehousing, welding or machine shops
 - ix. Construction or landscaping business that involves the storage of machinery, goods or material in the unit

Since all apartments are residential units, tenants are not allowed to sell cigarettes, beer, wine, or any other items from their apartment.

No specific parking is available or permitted for business customers. No late-night traffic in and out of the property or the unit for business purposes is permitted.

3. CHARGES IN ADDITION TO RENT

Residents will be billed for damages caused by carelessness, misuse or neglect on the part of any household member or guest. The resident is obligated to reimburse management for the damages within 30 days after receiving the bill for charges. Charges will be assessed at the actual cost of the repairs.

4. EVICTION PROCEDURES

Eviiction of a resident is considered a last resort, after reasonable opportunities have been given to the resident to remedy documented problems.

Residents may be evicted for non-payment of rent or other amounts owed (such as repayment agreements for overpaid subsidy), or material noncompliance with the lease. Residents may also be terminated from the subsidy program and evicted for failing to submit all required household/financial information for recertification, failure to sign verification consent forms, abandoning the unit, fraud, or knowingly providing false or incomplete information.

In addition, residents may be evicted for repeated minor violations that disrupt the livability of the property, adversely affect anyone's health, safety or the rights of other tenants to the peaceful enjoyment of the

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property, interference with property management, acts which have an adverse financial effect on the property, or criminal activity committed by a household member or a guest.

When an eviction is necessary, written notice will be provided to the tenant and the following will be included in the notice:

- I. The specific date the tenancy will be terminated
- II. Detailed reason(s) for the action
- III. References to prior violation notices for the above item(s)
- IV. Notification to the tenant that remaining in the unit on the termination date specified may result in the owner seeking to enforce the termination in court, at which time the tenant may present a defense
- V. Warning to the tenant that s/he has 10 days to discuss the termination of tenancy with the owner/agent. The 10 day time period begins on the date that the notice has been properly served.
- VI. Persons with disabilities have the right to request a reasonable accommodation to participate in the hearing process.
- VII. When the tenant is being evicted for nonpayment of rent, the notice must include the dollar amount due, and the date the balance was calculated. Once the eviction proceedings have begun, management will no longer accept rent payments.

The notice will be served by:

- Sending it via first class mail, properly addressed and stamped, to the tenant at the unit address, including a return address, and
- Delivering it to any adult answering the door at the unit. If no adult answers the door, the notice may be placed under or through the door, or taped/nailed to the door
- Notice is considered properly served the later of the date the letter was mailed, or the date the notice was properly given.

5. EXTENDED ABSENCES AND ABANDONMENT OF THE UNIT

- a) HUD requires that your apartment must be your household's only residence. Therefore, tenants are not allowed unexplained and/or extended absences from the premises for 60 (sixty) continuous days, or for longer than 180 (one hundred eighty) continuous days for medical reasons.
- b) Residents who have medical reasons to be absent from their apartment for more than 30 days must provide documentation from their medical professional that a medical condition is causing the absence. Management may allow extended absences for medical reasons in 30-day increments, up to a maximum of 180 days.
- c) If the residents are absent from their apartment for more than the stated length of time, management will begin the process of terminating the lease.
- d) Extended absence is not the same as abandonment. Abandonment is established by state law. The tenant's unexplained and/or extended absence from the premises for 30 days or more, (consistent with state/local law) without payment of rent due, is prima facie evidence of abandonment.
 - e) In a case of unit abandonment, the landlord is expressly authorized to enter, remove and store all personal items belonging to the household pursuant to local law. Following the applicable state and local laws, management will provide written notice to your last known address on file, to let you know

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when we intend to dispose of any unclaimed property. You are required to pay the cost of taking the property to the storage place as well as to pay the actual storage cost, before claiming your items.

6. GRIEVANCE AND APPEAL PROCEDURES

This property's grievance procedures meet the requirements of the HUD 4350.3 Handbook and Section 504 of the Rehabilitation Act.

For lease violations and/or eviction proceedings:

- I. Written notification will be provided to a resident for any lease violation or eviction proceeding.
- II. The resident will have 10 days to request a meeting to discuss the lease violation or eviction.
- III. The resident is allowed to have a representative participate in an informal meeting.
- IV. The meeting will be conducted by a member of management who was not involved in the lease violation letter or eviction proceedings.
- V. Written determination will be provided to the resident.

For general tenant grievances:

- VI. Grievances must be made, in writing, to management at the property's office address.
- VII. Management must respond to the complaint within 14 days of receipt.
- VIII. If the resident wishes to appeal the decision, a written appeal must be sent to John Egan, Board Chair, P.O. Box 1463 Pagosa Springs, CO 81147 within 14 days of the original response.
- IX. The owner/agent must approve or deny the appeal within 30 days of receipt.

Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. The resident's response to a lease violation letter or eviction notice does not preclude him/her from exercising other avenues available, ifs/he believes that there has been discrimination on the basis of race, color, religion, sex, national origin, familial status, sexual orientation, gender identity, marital status or handicap.

7. GUESTS

- a) Residents may have a guest(s) visit his/her residence. However, a person making either reoccurring visits or one continuous visit totaling 14 days or more in a given year will be counted as a household member. An appropriate recertification will be completed. Extenuating circumstances (i.e. short-term care needed when recovering from a medical condition) may be granted with the written consent of management.
- b) Guests are subject to the terms of the tenant's lease, House Rules, as well as federal, state and local laws. The resident accepts responsibility for the actions of all guests while they are on the property's premises.

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- c) Any guest who violates the terms of the tenant's lease, House Rules, federal, state or local laws will be presented with a letter of trespass and declared a trespasser. Where applicable, future visits to the property by the guest(s) will result in an arrest by local law enforcement officers for illegal trespass.
- d) Residents must inform management when a guest will be staying overnight. The guest's vehicle must be registered at the office in order to receive a parking pass. A vehicle without a parking pass will be tagged and towed according to property policy.
- e) If an individual not listed on the lease has his/her mail sent to the property, and/or his/her belongings are kept in the unit, s/he will be considered as living in the unit. If this occurs without management permission and the completion of resident screening, it is a lease violation.
- f) Anyone 18 years of age or older who wishes to live on the property must successfully complete criminal and credit screening prior to moving in. This screening is exactly the same as that required of members of any new household. This includes, but is not limited to, Live-In Aides (note that credit checks do not apply), security/police officers or additional household members wishing to move in after the household is already living at the property.
- g) Residents are allowed to add household members to their leases under certain conditions, which include but are not limited to, criminal and credit screening, and occupancy standards for unit sizes. Once a household has moved in, any additional residents must be approved by management. Screening is used to help ensure that individuals admitted to the property will abide by the terms of the lease, pay rent on time, take care of the unit and common property, and allow all other residents to peacefully enjoy their homes.

8. INSURANCE

The property does not provide insurance to replace any of your personal possessions in case of damage or loss caused by fire, water, theft, or any other events. For this reason, we strongly recommend that residents obtain adequate renter's insurance coverage.

9. SECURITY DEPOSITS AND MOVE-OUTS

A security deposit is required from each household and is due at the time of the initial lease execution. The amount of the deposit is set by HUD based on the type of assistance provided. All security deposits will be placed into a savings account.

Security deposits must be paid in a guaranteed form (money order, cashier's check, bank check). Personal checks will not be accepted as payment for security deposits.

When a household transfers from one unit to another, the security deposit will be transferred.

The household is required to provide a written Intent to Move notice at least 30 days prior to the anticipated move-out date, and a forwarding address must be provided.

At the time the resident vacates the unit, the following steps will occur:

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- a) Together, the tenant and management will complete a final *move-out* inspection, noting any repairs needed, and damage to the unit. Both will sign and date the inspection form. Note that the household is not required to participate in this inspection, but it is recommended.
- b) If the household has *moved* out without management knowledge, management will conduct the final *move-out* inspection immediately upon discovery of the vacant unit, will note any repairs needed, and damage to the unit.
- c) Charges will be assessed for all damages beyond normal wear-and-tear.

If applicable, a security deposit refund will be issued within 30 days of the household's *move-out* date. The tenant will receive the original security amount deposited, minus any amounts owed for unpaid rent, damages, and/or other charges. Details will be provided, along with (or instead of) a refund check.

10. PETS

This property allows one pet per unit, of the following type(s): cat, dog, or fish.

Refer to the Pet Rules for specific pet care registration requirements and responsibilities. Failure to follow any rule will result in a lease violation notice. Repeated violations may result in the requirement to remove the pet(s), and/or evict the household, in accordance with the provisions of 24 CFR Part 5 and applicable regulations, state and local laws.

A refundable Pet Deposit in the amount of \$150 is required before moving the pet into the unit. This deposit can be paid via an initial \$50 payment, followed by \$10 monthly installments until paid in full. After the pet leaves the unit, these funds will be used for cleaning and repairs needed due to the pet's presence. Any remaining deposit will be refunded to the tenant.

Residents with pets must maintain them in a way that does not disrupt the decent, safe and sanitary living environment for the rest of the property and tenants. All pets must have current required inoculations and licenses (if applicable), and must be registered with management prior to move-in.

Pets not residing in the unit are not permitted to stay overnight inside a unit.

Assistance animals are permitted as a reasonable accommodation for a disability, when supported with medical verification of need.

11. REASONABLE ACCOMMODATIONS AND MODIFICATIONS FOR PERSONS WITH DISABILITIES

Management will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all.

It is this property's policy, pursuant to Section 504 of the Rehabilitation Act as well as the Federal Fair Housing Act, to provide reasonable accommodations and modifications, upon request by applicants and

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residents with verified disabilities. Such accommodations may include changes in the method of administering policies, procedures, or services.

Reasonable accommodations include such things as unit transfers, assistance animals (see the pet section for more details), Live-In Aides and appropriate adaptations to the structure of the unit or the common areas. When such an accommodation is beyond the financial means of the property, management may provide written permission to the resident to create his/her own accommodation. In this case the accommodation may have to be removed, at the cost of the resident, upon move-out.

When an otherwise qualified applicant requests a reasonable accommodation or modification, management is not required to:

- a) make structural alterations that require the removal or altering of a load-bearing structure;
- b) provide support services that are not already part of its housing programs;
- c) take any action that would result in a fundamental alteration in the nature of the program or service;
- or
- d) take any action that would result in an undue financial and administrative burden on the Property, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

Live-in Aides:

A Live-In Aide is defined as a person who resides with one or more persons with disabilities, and who:

- a) Is determined to be essential to the care and well-being of the person(s);
- b) Is not obligated for the support of the person(s); and
- c) Would not be living in the unit except to provide the necessary supportive services.

The need for a Live-In Aide must be verified by a medical professional, the supportive services required must be defined. The designated Live-In Aide must be capable of performing those services, and demonstrating that s/he is doing so.

A relative (other than a spouse) may be a Live-In Aide, but only if s/he meets the above criteria and would not otherwise be living in the unit if not to be the live in aide. If, during the Live-In Aide's residency, s/he fails to perform the required tasks, s/he must move out of the unit.

The Live-In Aide qualifies for occupancy only as long as the individual needing supportive services requires the Aide's services, and remains a tenant. A Live-In Aide has no right to remain in the unit after the person who needs his/her services leaves the unit, or no longer needs the services. The Live-In Aide must vacate the unit after the tenant is no longer living in the unit, regardless of the reason for vacancy.

We will allow the Live-In Aide 14 days to vacate the unit after the death of a sole tenant. If the Live-In Aide continues to live in the unit, s/he will be in violation, and will be charged market rent while eviction proceedings take place.

Prior to making move-in arrangements, the Live-In Aide must be screened for criminal activity, using the same standards applied to all other applicants. An individual who does not meet the property's criminal screening criteria will not be allowed to live in the unit. A Live-In Aide may be evicted from the unit if s/he does not comply with all rules and regulations of the property.

12. ASSISTANCE ANIMALS

Assistance animals (also known as "service animals" or "therapy animals") are not pets. They are animals that provide help, perform tasks for the benefit of a person with a disability, and/or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. These animals can perform many disability-related functions, including but not limited to guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing rescue assistance, pulling a wheelchair, fetching items or alerting persons to impending seizures.

Assistance animals are permitted as a reasonable accommodation for persons with verified disabilities, once the need has been properly verified by a physician, psychiatrist, social worker, or other licensed medical professional.

There must be a direct relationship between the person's disability and his or her need for the animal. Neither a security deposit nor a pet fee is required for an assistance animal. All state and local health, safety, and licensing laws apply. Refer to the property's Reasonable Accommodation Policy for specific tenant animal care responsibilities.

Management reserves the right to deny a specific assistance animal only if:

- a) There is documented proof, based on prior behavior of the animal, that it poses a direct threat to the health and safety of others that cannot be reduced or eliminated by a reasonable accommodation; or
- b) There is documented proof, based on prior behavior of the animal, that it would cause substantial physical damage to the property of others; or
- c) It can be specifically documented that the presence of the assistance animal would pose an undue financial and administrative burden to the provider; or
- d) Documented evidence shows that the presence of the assistance animal would fundamentally alter the nature of this property's services.

If it is determined that an assistance animal is needed, the tenant must maintain it in a way that does not disrupt the decent, peaceful, safe and sanitary living environment for the rest of the property and our tenants. All assistance animals must have current inoculations and licenses, and must be registered with management prior to move-in. Failure to notify management that the assistance animal is needed before moving it into the unit may result in termination of subsidy.

13. RECERTIFICATION POLICIES

Annual Recertification Processing:

All residents must be recertified on an annual basis to re-determine the tenant rent and assistance payment for the unit. You will receive an Initial Notice annually. Household composition and all financial information will be verified.

In addition to the Initial Notice signed at the time of move-in, you will receive a First Reminder notice 120 days prior to your annual recertification date. If you do not keep a scheduled appointment, and provide all

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information listed in the letter, you will receive a Second Reminder notice. Failure to keep a scheduled appointment and provide all required information by the date listed in the letter (10th day of the 11th month), will mean that you forfeit your right to a 30-day notice of a rent increase, if one is needed.

If you do not keep a scheduled appointment and/or provide all information listed in the letter, you will receive a Third (Final) Reminder notice. Failure to keep a scheduled appointment and/or provide all required information by the day before your Annual Recertification's due-date, as listed in the letter, will mean that your HUD subsidy will be terminated, and you will be required to pay market rent, beginning on the date your Annual Recertification would have taken effect.

Interim Recertification Processing:

Interim recertifications are required when there are changes in household composition or when your household's cumulative income goes up \$200 per month or more. You may request an Interim Certification when your adjusted income goes down. This may result from an increase in allowable expenses or deductions.

All households must notify management when:

- a) A resident moves out; or
- b) The household proposes to move a new member in; or
- c) An adult member of the household begins working; or
- d) The household's income cumulatively increases by \$200 or more per month.

Because it may be difficult to determine household income increases of \$200/month or more, we encourage residents to report all income increases, so that management can be sure that Interims are completed properly.

Notification of all of the above items is required within 30 calendar days of the change in circumstances. Failure to notify management in a timely way will result in the forfeiture of a 30-day notice of a rent increase (if one is warranted). Willfully and knowingly withholding such information will be considered to be fraud, and may result in termination of the household's subsidy, eviction, and/or management reporting to HUD's Office of the Inspector General for legal action.

When an Interim is requested by a household due to a decrease in income, management reserves the right to delay the Interim if there is reason to believe that the income will be reinstated, in full or in part, within 2 (two) months. Documentary evidence may be the employment history shown in EIV. The Interim may be delayed until the new income is verified. During this time, if the household does not have sufficient income to pay the current rent, no late charges will be assessed.

Management will refuse to process an Interim if the tenant caused a decrease in adjusted income deliberately, to reduce his/her rent payment, and/or when management has confirmed that the decrease will last less than one month.

General Recertification Requirements:

Failure to report income, or misreporting of income, will result in a retroactive certification and appropriate corrections to prior Annuals and/or Interims. These corrections will determine a new tenant rent. The household will be required to re-pay HUD for all overpaid subsidy, either in a lump sum, down payment with monthly payments, or monthly payments.

If such a repayment is required, and management and the tenant cannot agree on an affordable monthly repayment amount, management will provide the household with contact information for a HUD-Approved Local Housing Counseling Agency. The household must visit the agency within 15 calendar days. The agency will assist the tenant in determining an affordable monthly payment amount, and management will accept the amount recommended by the agency. The household must notify management if extenuating circumstances prevent the household from visiting the agency within the stated timeframe.

Upon management request, tenants have 15 calendar days to provide documentation of any income, assets, or expenses. Requested items may include pay stubs, bank statements, investment statements, etc. It is a good idea to keep all such items that you receive, in case they are requested for certification purposes.

When management notifies the household that a certification is ready for signature, all household members over the age of 18 have 7 calendar days to come to the office and sign and date the certification.

Failure to make arrangements for all household members over the age of 18 to sign and date the HUD Form 50059 within this timeframe will constitute a refusal to recertify and may be grounds for subsidy termination. Management must be notified of any extenuating circumstances that prevent a household member from being able to sign within this timeframe.

Management may take steps to verify family composition, for the purpose of determining the appropriate unit size, allowable deductions, eligibility for HUD assistance, and the amount of assistance. To verify whether an individual lives in the unit or not, management may inspect the unit, require court custody records to determine whether a child lives in the unit 50% of the time or more, require the submission of a new lease/utility bills from a unit outside this property, require a signed affidavit from the head of household, or make other reasonable requests.

Zero Income:

Households reporting absolutely no income coming into the household must complete, with management, a zero income questionnaire to indicate how household expenses are being paid. This questionnaire/interview will take place every year, for as long as the household reports no income coming into the household.

EIV /Enterprise Income Verification):

Under the Rental Housing Integrity Improvement Project (RHIIP) initiative, HUD is responsible for ensuring that the proper subsidy is provided to households through its rental assistance programs. The amount of rental assistance paid on behalf of the household is calculated using the total annual income, less allowable deductions.

To accomplish that responsibility, HUD requires that this property use the EIV system for all recertifications. This web-based, state-of-the-art program is designed to share income data that appears in other federal databases. Through EIV, management receives Social Security (SS and SSD) and Supplemental Security Income (SSI) benefits data from the Social Security Administration. Management also receives reports of new hires, quarterly wages, and quarterly unemployment benefit amounts, from the Department of Health and Human Services.

The purpose of EIV is to assist HUD and management to streamline income verification, and to minimize the need for third party verification. EIV allows management to identify:

- Applicants currently receiving HUD assistance
- Income not previously reported

• This Owner/Agent does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted program and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. This Owner / Agent does not discriminate against applicants or tenants based on any of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, familial status, or age (unless dictated by specific program eligibility requirements). Casa De Los Arcos Resident Handbook Effective 01/1/2017 Page 25 of 28

- New employment
- Historical patterns of employment, benefits and income
- Tenants receiving HUD subsidy in more than one HUD program
- Deceased household members

As required by HUD, an Income Report will be run within 90 days of the move-in. A correction to the Move-In Certification must be done if appropriate. When a resident household proposes to move in a new household member, the Existing Tenant Search Report will be obtained, to determine if the applicant is currently being assisted by another HUD program.

When a 17-year old household member turns 18 between Annual Recertifications, s/he must sign Form HUD-9887 within 14 calendar days, so that the data from EIV Income Reports for that member can be used for the family's next recertification. Management will provide written notice of this requirement to a household with a 17-year old member, at the time of any Annual or Interim certification. In addition, management will provide a Form HUD-9887 to the 17-year old prior to his/her 18th birthday so that it can be signed, dated and returned to management in a timely manner.

14. RENT COLLECTION

- a) Rent is always due and payable on the first day of each month, in accordance with the lease. There will be no exceptions to this policy.
- b) Once the rent payment is late, the close of the 5th business day, a notice will be served, in accordance with HUD regulations. The notice will allow ten (10) days for the household to meet with management to discuss the pending Lease Termination for Non-Payment of Rent. In no way does this policy state or imply that additional time will be granted for the payment of rent. Any and all arrangements for delayed rent payments must be made prior to the time that the rent is due, on the 1st of each month.
- c) Cash will not be accepted. Only money orders, cashier's checks, and personal checks made payable to the property will be accepted. In the case of a bounced check, a fee equal to that assessed to the property, by their bank, will be imposed the second time, and each additional time a check is not honored for payment. After two bounced personal checks, they will no longer be accepted; the tenant must pay rent with a money order, cashier's check, or bank check.
- d) Payment will be collected at the office during regular business hours, or may be dropped through the office rent/mail slot. Payment can also be mailed to the management office, but must be received by the 5th of the month in order to be considered to be on time. It does not matter when the payment was postmarked.

15. SCOOTERS {ELECTRIC OR GASOLINE MOTORIZED DEVICES}

The use of motorized scooters, electric wheelchairs and electric carts has increased dramatically over the past few years. While the use of a scooter is necessary and reasonable for many mobility-impaired individuals, they present unique safety issues.

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To ensure the safety of all residents and guests, while avoiding unnecessary damage to our property, the following rules have been established for individuals who use these devices:

- a) Scooters must be operated on low speed at all times.
- b) Only individuals with a medical need for a scooter are permitted to use them.
- c) Scooters (whether owned by residents or guests) must be parked inside the apartment. Scooters must not be left unattended in the hallways, stairways, or other common areas.
- d) Scooters must be recharged only within the resident's apartment.
- e) Pedestrians must be given the right of way at all times; ample notice must be provided before passing pedestrians in the hallways.
- f) Residents are solely responsible for all upkeep and repairs to their scooters.
- g) Residents are responsible for any damage caused by their scooters, in excess of normal wear and tear.
- h) Management is not responsible for any damage to scooters caused by other residents or guests.
- i) Use of scooters in certain areas, and/or at certain times of the day may be restricted because of congestion in the hallways and common areas. Such restrictions will be clearly posted on the bulletin board at least 24 hours beforehand.
- j) If a resident drives a scooter in an unsafe manner, causes injury to other residents, or creates excessive damage to the property, the resident may be required to provide third party verification of their ability to operate the scooter in a safe manner. Continued violation of this rule may result in loss of scooter privileges.
- k) Extenuating circumstances may result in management providing a written modification of these rules to reasonably accommodate the needs of individual residents.

16. UNIT TRANSFERS

Unit transfers are allowed only for changes in family composition, as a reasonable accommodation for handicapped/disabled family members, and/or as a medical necessity. Transfers will not be made due to household size or a change in household composition if the current family size is within the occupancy limits of the existing unit.

If you are living in a designated "handicapped-accessible unit", and no family members need the special features of this unit, your lease requires you to transfer to an available unit of the same size if there is a household in need of the special features of this unit.

If you are overhoused (i.e. living in a unit with more bedrooms than needed), you will be required to transfer to an available unit of an appropriate size.

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Residents must complete a written request to transfer, signed by the head of household and all adult household members who wish to transfer, explaining why the transfer is necessary.

Transfers for reasons related to medical conditions and/or reasonable accommodations are required to be verified by a medical professional before the request can be date/time stamped, and the household added to the internal transfer waiting list.

A transfer will not take place if the household is not in compliance with the lease. This includes, but is not limited to, lease violations that have not been cured or unpaid rent, late fees or damage charges. Such a household will be moved to the bottom of the transfer waiting list.

Existing tenants have priority over applicants for available units. Residents who request a transfer, or are required to transfer, will be placed on a transfer waiting list based on the apartment size and type requested/needed.

The security deposit will be transferred when a household transfers from one apartment to another.

All costs of the unit transfer are the responsibility of the household, except when the transfer is a reasonable accommodation for a handicapped/disabled family member. In this case, the property must pay the costs of moving the resident's belongings, unless doing so would be an undue financial and administrative burden. Transfer of utilities will not be paid by management.

17. ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received a copy of these House Rules.

Printed Name Unit Number

Signature Date