



January

2015

House Rules

House Rules Introduction

This rental community was developed for the purpose of providing affordable housing for Seniors. In exchange for rental payments, each Tenant is entitled to the exclusive use and enjoyment of his/her apartment in a peaceful, quiet, and private environment. House Rules are necessary to define acceptable activities and behavior in an environment of community living. The House Rules are not meant to infringe on the rights of any one Tenant, but rather to protect the rights of all of the Tenants, the Landlord, and the community as a whole. Tenants who do not comply with the House Rules will be notified, in writing, of the non-compliance or violation(s). Non-compliance with, or violation(s) of, the House Rules by a Tenant will be grounds for termination of the lease agreement as allowed by law. Repeated violations of the House Rules are considered 'Other Good Cause' for the Landlord not to renew a Tenant's lease.

The Landlord reserves the right to amend or supplement the House Rules contained herein upon service of reasonable and required notice to the Tenants.

All City, County, State, and Federal laws apply to each Tenant and his/her guest(s) of this community. We ask for your cooperation in adhering to the House Rules of your community.

Denver Metro Village, Inc.

1523 Quitman Street

Denver, CO 80204

OFFICE NUMBER During and After Hours:

303-572-7716



1) TABLE OF CONTENTS

1) TABLE OF CONTENTS 3

2) ALTERATIONS..... 5

3) AUTOMOBILE/PARKING..... 5

4) BUSINESSES / INCIDENTAL BUSINESSES (See also ‘Soliciting’)..... 6

5) COMMON AREAS..... 6

6) CONDUCT (TENANTS AND GUESTS)..... 7

7) CRIMINAL BACKGROUND SCREENING 8

8) DELIVERIES..... 8

9) EIV – Enterprise Income Verification 8

10) ELEVATORS (IF APPLICABLE)..... 9

11) EMERGENCY PROCEDURES..... 9

12) EXTERMINATING SERVICES / PEST CONTROL 9

13) FIRE HAZARD AND FIRE ORDINANCES (See also Smoking Sections)..... 10

14) GRIEVANCE PROCEDURES..... 10

15) GUEST/VISITOR POLICY (See also ‘Conduct’)..... 11

16) LAUNDRY FACILITIES..... 12

17) LIABILITY/Media Release 12

18) LOCKOUTS..... 12

19) LOCKS..... 12

20) MAINTENANCE AND REPAIRS (Service Requests / Work Orders)..... 12

21) MOLD INFORMATION AND PREVENTION..... 13

House Rules

22)	<i>MOVE OUTS / NOTICE TO VACATE (See also 'Security Deposit')</i>	14
23)	<i>NO POSTING</i>	14
24)	<i>NOISE</i>	14
25)	<i>NON-DISCRIMINATION</i>	15
26)	<i>NON-LIABILITY FOR PERSONAL PROPERTY / Media Release Consent</i>	15
27)	<i>PARKING (See Automobile / Parking)</i>	15
28)	<i>PATIOS, BALCONIES, ENTRYWAY, HALLWAYS OR STAIRWAYS</i>	16
29)	<i>PEST CONTROL (See Exterminating Services / Pest Control)</i>	16
30)	<i>PETS/ASSISTANCE ANIMAL POLICY</i>	16
31)	<i>SCOOTER / ELECTRIC WHEELCHAIR POLICY</i>	16
32)	<i>SECURITY: TENANT & OCCUPANT ACKNOWLEDGEMENT OF SECURITY POLICY</i>	17
33)	<i>SECURITY DEPOSITS</i>	18
34)	<i>SMOKE DETECTORS and CARBON MONOXIDE DETECTORS</i>	18
35)	<i>SMOKING (See also 'Fire Hazard / Ordinance')</i>	19
36)	<i>SMOKING with OXYGEN</i>	20
37)	<i>SOLICITING (See also 'Businesses / Incidental Businesses')</i>	21
38)	<i>TENANT ORGANIZATIONS</i>	21
39)	<i>TRASH AND DUMPSTERS</i>	21
40)	<i>UNIT TRANSFERS</i>	22
41)	<i>VEHICLES (See Automobile / Parking)</i>	23
42)	<i>CHANGES</i>	23
43)	<i>SIGNATURES and ACKNOWLEDGEMENT</i>	23

2) ALTERATIONS

No alteration, addition or improvement shall be made in or to the premises without the prior written consent of Management.

No sheets, blankets, aluminum foil or other such materials or substances may be placed on windows at any time. If holiday lights or decorations are placed in or on windows, they must be removed within 10 days following the holiday.

3) AUTOMOBILE/PARKING

- a) All vehicles must be properly licensed (i.e., have a current license plate), insured, and registered in the Tenant's name. Denver Metro Village has assigned parking and parking space is limited. The Tenant must register all proposed vehicles with the management office, park in designated spaces, and have the appropriate property parking decal, if any displayed in the designated place inside of the vehicle. Vehicles shall include automobiles as well as motorcycles. No boats, trailers, RVs or commercial vehicles may be parked in the DMV parking lot or vicinity unless written approval is obtained from Management.*
- b) All motor vehicles in the complex must be in running condition. Inoperable or abandoned vehicles may not be parked on the premises. Management has the right to remove any such vehicle at the Tenant's expense after one formal written notice of not less than that allowed by state law has been issued.*
- c) A handicap sticker is required in order to park in a reserved handicapped parking spaces.*
- d) Towing expenses shall be at the vehicle owner's expense and shall create no liability to Management or to Denver Metro Village.*
- e) Tenants shall not use the parking area for any purpose except the parking of an authorized motor vehicle. Vehicles may not be driven or parked on the landscaping, in fire lanes, reserved spaces or in any areas other than designated parking areas, streets and driveways. Tenants are required to ensure that their guests park in the proper areas.*
- f) Vehicle repair is not permitted in the parking areas. The Tenant must clean up all oil and solvent that may leak from vehicles. Washing vehicles and oil changing on the property is prohibited, except in designated areas, if any.*
- g) All vehicles will be operated in a safe and quiet manner while entering and exiting the complex so as not to create a hazard or nuisance for the Tenants. Speed Limit is 5 MPH.*

4) BUSINESSES / INCIDENTAL BUSINESSES (See also 'Soliciting')

In general, no business may be conducted from within the property or within the complex without the written approval from Management.

Tenants may request that Management approve an incidental business, such as computer work or limited babysitting, that the Tenant wishes to conduct at the property. The following procedures shall be followed in order for Management to approve an incidental business:

- a) All requests and subsequent approvals must be in writing. Incidental businesses that Tenants conduct in accordance with the written approval of Management will not be considered a violation of the lease.*
- b) Income from incidental businesses shall be reported and treated in accordance with recertification guidelines and HUD Handbook 4350.3.*
- c) Management shall give consideration to the amount of noise, traffic, and cost to the property, for example utility costs, that the proposed incidental business may create. Management may deny businesses that might create more noise, traffic and expense than is practical for the property.*
- d) If an approved business is not conducted in accordance with, or operates differently from the expectations Management relied upon when initially approving the business, Management may withdraw its approval and the Tenant shall cease business operations.*
- e) With permission of Management, Tenants may post approved materials on the common area bulletin boards. Tenants are prohibited from placing signs advertising their businesses anywhere else on the property complex, including their apartment windows.*
- f) The name and address of the property will not be used for the purpose of commercial advertisement or for the sale of any merchandise.*

5) COMMON AREAS

The Community Room(s) and common areas are available to all Tenants. Rules and hours of use for these areas may be posted and may be updated from time to time by Management. All Tenants are expected to be familiar with and abide by these rules. Please exercise good conduct and respect the rights of others when enjoying these facilities.

- a) Proper attire and conduct is required.*

House Rules

- b) *No alcohol or open containers are permitted.*
- c) *Smoking is allowed only in designated areas, whether inside or out, and in accordance with all local, state or federal restrictions.*
- d) *Planting by any Tenant must have written authorization from Management.*
- e) *Bicycles and/or skateboards may be ridden in designated areas only, if any*
- f) *Tenants are required to comply with all rules posted in common areas such as parking lots, laundry rooms, lobbies, community rooms, trash chutes, pool areas, computer labs and other locations on the premises, all of which are incorporated herein.*
- g) *Loitering by Tenants or their guests is not permitted. This includes in or on the stairways, entrances, sidewalks, common areas, lobby and/or parking area. Tenants are encouraged to use the Community Room(s) for gathering.*
- h) *Properly leashed pets are permitted in the Community rooms provided all Pet Rules are being followed. Pets are not permitted in the Community Rooms when meals are being served and/or prepared or when a meeting is being conducted.*

6) CONDUCT (TENANTS AND GUESTS)

Tenants should inform guests and household members of all rules and regulations of the property. If the behavior of a household member or guest becomes unruly the Tenant should report it to Management immediately or call 911, if necessary. This may protect the Tenant from being cited with lease violations for their guest's actions.

Tenants are accountable and responsible for their conduct and for the conduct of their household members and guests. This includes financial responsibility for damages, including damages caused by their household members and guests. If damages occur for which a Tenant is held responsible, the Tenant will be given a written 30-day demand for payment of the damages.

Tenants are prohibited from harassing, threatening making aggressive or inappropriate gestures each other, to guests, the management, its employees and/or agents. Derogatory language and gestures are strictly prohibited.

7) CRIMINAL BACKGROUND SCREENING

An annual criminal activity screening will be conducted for all Tenants. Such screening will be conducted during the annual recertification process, or near the lease anniversary period, or at such other time that the Landlord may designate. The screening may include obtaining and reviewing a criminal background check and reviewing the available sex offender registration websites or information. The Landlord may review additional reports that could impact the Tenant's qualifications to remain a Tenant at Denver Metro Village.

The Landlord will pursue termination of tenancy and/or assistance, to the extent currently allowed by law, if any of the following is revealed in any criminal background screening:

- a) Criminal activity by the Tenant or member of a Tenant's household that the Landlord believes may threaten the health, safety or peaceful enjoyment of the premises by other Tenants.*
- b) The Tenant or any member of a Tenant's household is subject to a State lifetime sex offender registration program in any state.*
- c) The Tenant or any member of a Tenant's household has falsified information or otherwise failed to disclose his or her criminal history on their application, or any annual forms.*
- d) The Tenant or any member of a Tenant's household is believed to be fleeing from prosecution or violating a condition of parole or probation or registration requirements..*

8) DELIVERIES

Management shall not be held responsible for any article delivered to the premises for a Tenant.

9) EIV - Enterprise Income Verification- update per Desiree's webinar July 2014

For Applicant's and Resident's receiving Subsidy:

In an effort to ensure the right assistance (subsidy) is provided to the right people, The Department of Housing and Urban Development (HUD) has provided property managers with access to a new verification database called the Enterprise Income Verification System (EIV). It is a HUD requirement that we implement and use HUD's EIV system as a third-party source to verify tenant employment and income information during any recertification/reexamination of family composition and/or income. We are also required to verify any other subsidy you receive, etc... and we will perform this verification prior to placing you on our waiting list, and again before finalizing

EIV provides information about project-based and tenant-based HUD assistance recipients. This database is also used to verify certain types of reported income with records maintained in the Social Security Administration databases and the Department of Health and Human Service (HHS) National Database of New Hires. HHS provides information about current and past employment and unemployment insurance information.

At your move-in or at your last annual certification, all adult household members gave consent to the release of this information by signing HUD Forms 9887 and 9887A.

If at recertification the data indicates that there is a discrepancy discovered by the EIV database, we will contact you so that we continue to assure that you are receiving all assistance for which you are eligible.

10) ELEVATORS (IF APPLICABLE)

Improper use of the elevators is prohibited. Damage to elevators through carelessness or negligence of the Tenant or his/her guest will be charged to the Tenant. All signs concerning the operation and use of the elevators are to be obeyed at all times. Holding up the elevator is prohibited.

11) EMERGENCY PROCEDURES

In case of a fire, police, or medical emergency, please call 911.

In case of a maintenance emergency call the management office at 303-572-7716. All regular business must be transacted in the management office during the posted business hours.

12) EXTERMINATING SERVICES / PEST CONTROL

Management will provide reasonable pest control services on a regular basis in order to promote a healthy environment and the prevention of pest infestations. Tenants are required to adhere to all treatment and inspection notifications, and to allow management access to their unit for implementing and carrying out extermination programs. Management will notify Tenants in advance of each pest inspection, including providing preparation sheets which detail the tasks to be performed in advance by the Tenant.

Tenants agree to report all pest infestations and/or problems to the management office immediately, and for new Tenants, within 7 days of move-in. Proper pest control requires Tenants and management to work together in carrying out effective extermination procedures. Failure to report pest problems in a timely manner constitutes a material violation of the Lease, and/or may be considered "other good cause" to terminate or non renewal of Tenant's lease agreement.

House Rules

Bed bugs have proven to be extremely difficult pests to eradicate in a multi-family environment and require the full cooperation and assistance from the Tenant in order that the Landlord may properly access and treat the problem. This may require additional efforts by the Tenant to properly prepare the unit for treatment and to follow-up any treatments with appropriate inspections and procedures.

Tenant agrees to cooperate fully with and to undertake all reasonable efforts and tasks required by Management, to eradicate pests. Tenant's full cooperation includes but is not limited to immediately reporting pest infestation to the Management Office, making the premises available for entry to complete inspections and treatment, completing all required pre-treatment activities, evacuating the premises during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to the management Office in writing. .

Tenant may request reasonable extermination services at any time. There is no charge to the Tenant for reasonable extermination services. All requests shall be made in writing at the Management Office.

13) FIRE HAZARD AND FIRE ORDINANCES (See also Smoking Sections)

Tenants are asked to adopt a proactive stance in preventing fire hazards and are required to comply with all city ordinances. Tenants must not accumulate trash or flammable materials so as to create a hazard of any kind or violate health, safety or fire prevention rules. Smoking is not permitted in the common areas of the property. No barbecues of any kind are to be used on tenant balconies, patios, or decks. Cooking equipment may only be used in designated areas.

Tenants must not block the inside of apartment entry doors or windows with any additional latches, furniture, rugs, etc. It is imperative that emergency personnel be able to enter all apartments quickly in the event of fire or medical emergency. Tenants and/or guests must never disable or tamper with fire and other safety equipment in or around the building, except to activate the equipment in an emergency. Smoking in an apartment where oxygen is being used is strictly prohibited. This is cause for immediate eviction and termination.

14) GRIEVANCE PROCEDURES

Please observe the order of these Procedural Steps: (Full policy is posted in the Office.)

- 1. Submit a grievance in writing to the Property Manager within 14 days of the grievance event. Please sign and date your correspondence. The Property Manager shall have up to 14 days to resolve the grievance. He/she will contact the parties involved and may*

schedule a meeting if necessary. The Property Manager contact information is listed below.

- 2. If, after 14 days the Resident is not satisfied with the resolution of the Property Manager, or if the Property Manager is part of the grievance, the next contact will be with the Executive Director for the Management Agent. The Executive Director shall have up to 14 days to resolve the grievance. The Executive Director contact information is listed below.*
- 3. If, after 14 days, the concern is not resolved by speaking or corresponding with the Executive Director, the Resident's next recourse is to contact the President of Denver Metro Village, Inc. in writing. If you contact the President of Denver Metro Village, Inc. , please describe the steps you have followed so far to resolve the grievance.*
- 4. The Resident's final recourse is to contact the regulating agency assigned to the property. This will be the Colorado Housing Finance Authority (CHFA) or the U.S. Department of Housing and Urban Development (HUD). If you contact a regulating agency, please describe the steps you have followed so far to resolve the grievance. The agency contact information is posted in the Management Office.*

15) GUEST/VISITOR POLICY (See also 'Conduct')

Only those persons listed as "Tenant" in the lease agreement will be allowed to permanently occupy the unit. We welcome your guests. A guest is defined as any other person who stays at the apartment unit for up to fourteen (14) days in any six (6) month period, consecutive or not. Any person staying in the apartment for more than 14 days in any six (6) month period, will no longer be considered a guest and will be treated as an unauthorized member of the household.

A Tenant who allows unauthorized individuals to occupy their apartment is committing a substantial lease violation. Please be forewarned that a violation of this nature could affect your eligibility for assistance and may be grounds for the termination of your lease.

Guests are the responsibility of the Tenant and subject to the same rules and regulations as Tenants. Guests may not occupy a Tenant's apartment in his/her absence without prior written permission from Management.

Management retains the right to deny visitation or entrance to the property to any person based on improper conduct.

All guests must sign in and out in of the building at the management designated area and in accordance with the currently posted procedures.

16) LAUNDRY FACILITIES

These facilities are for the Tenants' benefit only. The laundry equipment, water basins, and other plumbing fixtures shall be used only for the purposes for which they are designed. Rubbish, rags, dyes or other improper materials are not to be placed in this equipment. Only use the recommended amount detergent posted in the laundry facility. Too much causes soap suds and plumbing back-ups. Any damage resulting from misuse of the equipment, may be charged to and paid by the Tenant responsible for the damage. Tenants are responsible for cleaning out the lint trap in the dryer before and after use of the dryer. Management is not responsible for any lost, stolen or damaged items, including items left unattended.

17) LIABILITY

See Section 'Non-Liability for Personal Property'

18) LOCKOUTS

When the Management office is open, a Tenant may be assisted in the event of a lockout. In order to obtain entry to an apartment, a Tenant must provide proper identification or be properly identified.

When the management office is closed, the Landlord does not guarantee they will be able to provide the staff resources necessary to assist with every lockout. Please refer to the currently posted policy of the property. A reasonable fee will be charged to the Tenant who is locked out after business hours and is provided lock out assistance from the Landlord, the Landlord's staff or agent.

19) LOCKS

Management must be able to gain access to all apartments in case of emergencies, maintenance requests, etc. At no time shall a Tenant be allowed to alter or replace locks installed on entry doors by management; nor shall additional locks be added without the written consent of Management.

20) MAINTENANCE AND REPAIRS (Service Requests / Work Orders)

Tenants must call all service requests to the Management Office and shall not give service requests directly to the maintenance staff. Interruption of or interference with the maintenance staff in the performance of their duties is prohibited. Please show respect to your Maintenance Staff by keeping interruptions/conversations to a minimum and by reporting all work orders directly to the office.

It is the Tenant's responsibility to report any malfunction in their apartment to management, including appliances, plumbing, windows, screens, and hardware. Whenever damages are caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or guests, the Tenant agrees to pay: (a) The cost of the repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and (b) Rent for the period the unit is damaged whether or not the unit is habitable.

21) MOLD INFORMATION AND PREVENTION

Mold is found virtually everywhere in our environment, both indoors and outdoors and in both new and old structures. Management has made available to you an information guide titled "Mold Prevention."

In order to minimize the potential for mold growth in your apartment, you must:

- a) Keep your dwelling clean, particularly in the kitchen and the bathroom(s). Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for the mold.*
- b) Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors.*
- c) Promptly notify management in writing about any air conditioning or heating system problems you discover. Tenant agrees to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated.*
- d) Promptly notify management in writing about any signs of water leaks, water infiltration or mold.*
- e) COMPLIANCE. Complying with this section of the House Rules will help prevent mold growth in your apartment, and both you and management will be able to respond correctly if problems develop that could lead to mold growth.*
- f) If you fail to comply with this provision, you may be held responsible for property damage to the apartment and any health problems that may result.*

22) MOVE OUTS / NOTICE TO VACATE/Abandonments (See also 'Security Deposit')

We hope all Tenants will have a long and enjoyable tenancy. The lease requires Tenants to give a 30-day advanced written notice of their intention to vacate. A copy of the Notice to Vacate form may be obtained in the management office, or you may write your own letter.

Tenants should refer to their lease for rules regarding refunds and forfeitures of the Security Deposit. At the Move out time, the Tenant may to accompany management in the move out inspection and is encouraged to do so. This may help alleviate conflicts over charges and the amount to be refunded.

We may consider your apartment abandoned if on the 30th day of the month your full rent remains unpaid and you have not been seen, responded to notices or used your key card. This allows management to take possession of your apartment and change the locks.

Abandoned Property: Colorado does not require Landlords to store abandoned property.

23) NO POSTING

The posting of signs, notices, etc., is restricted to areas reserved for same and must be approved by Management. All postings require advance written approval of Management.

24) NOISE and ODORS

Tenants ,their friends or guests shall not make or permit disturbing noises in or around the property; nor do or permit anything to be done that will interfere with the rights, comfort or conveniences of other Tenants. Stereos, televisions, CD players, computers, or radios must be kept at a reasonable volume level at all times and must be turned to a volume which cannot be heard outside the actual apartment . Quiet hours are 10:00 p.m. until 6:00 a.m.

Odors from cooking and/or smoking or from a lack of proper apartment maintenance or hygiene must not interfere with other Tenants rights to enjoy their apartment unit. If your activities cause such interference, you will be notified in writing and asked to find an effective work-around to the problem. Management will assist as we are able, but behavior changes or modifications at your own expense may be required.

25) NON-DISCRIMINATION

Management does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

Maria Michels

Management Agent Metronomy, Executive Director

1523 Quitman St., Denver, CO 80204

Office) 303-572-7716 TTY 1-800-659-2656

26) NON-LIABILITY FOR PERSONAL PROPERTY

The LANDLORD shall not be liable or responsible for storage or disposition of the Tenant's personal property upon surrender or abandonment of said apartment by the TENANT.

The LANDLORD shall not be liable or responsible for damage to or loss of Tenant's personal property, including but not limited to food, regardless of the reason for the damage or loss.

The LANDLORD suggests that the TENANT obtain Renter's Insurance to cover damage to or loss of the TENANT'S personal property.

Media Release: Tenant agrees that Landlord may use tenant's likeness in photos, videos, recordings of public meetings and other media, without charge.

27) PARKING (See Automobile / Parking)

28) PATIOS, BALCONIES, ENTRYWAY, HALLWAYS OR STAIRWAYS

- a) *Tenants are required to keep hallways, entryways, balconies, stairs and patios free and clear of items which, in the opinion of the Landlord, mar the appearance of the buildings or create a safety hazard, such as mops, brooms, grocery carts, indoor furniture and other such items. Tenants will not hang clothes from the windows or patios or in any manner that constitutes a safety hazard.*

- b) *No articles that would in any way constitute a fire or safety hazard may be stored in the apartments, entryway, patios, hallways or storage areas or in the stairwells at any time. This includes grocery carts, boxes, excessive papers, furniture, or other clutter.*

- c) *At no time will the apartment, hallways, stairways or entryway be obstructed. There will be no storage in general or storage of bicycles in these areas. Storing grocery carts in apartments is prohibited at all times.*

- d) *All outdoor cooking must be done in the designated area, if applicable. No outdoor cooking of any kind is to be done on the balconies, patios, or decks.*

29) PEST CONTROL (See Exterminating Services / Pest Control)

30) PETS/ASSISTANCE ANIMAL POLICY

PETS ARE ALLOWED at this facility. There is a limit of one pet per Tenant household. Pet owners must abide by any Pet Rules, Pet Policy and Pet Addendum in place at the property. A pet may be disallowed to a pet owner for failure to comply with the aforementioned Pet Policies. Assistance Animals are not considered pets.

PETS ARE ALLOWED only with written permission from management, and under the terms of the Lease Agreement which includes a signed Pet Rules addendum. SOME PET RESTRICTIONS MAY APPLY.

31) SCOOTER / ELECTRIC WHEELCHAIR POLICY

- a) *Motorized wheelchairs or motor scooters must be operated in a manner and at a speed not to endanger others who are walking or standing in the common areas of the property.*

- b) *Any Tenant observed by Management and/or staff driving their motorized wheelchairs or motor scooters in a reckless or unsafe manner that could cause harm to the property, themselves or other Tenants, guests, etc. will be served with a violation notice.*
- c) *Motor scooters and/or motorized wheelchairs must be stored inside the Tenant's apartment. They may not be stored in any of the common areas including, but not limited to hallways, breezeways, community rooms, etc...*
- d) *Damages caused by motorized wheelchairs or motor scooters are the responsibility of the Tenant. Tenants will be assessed charges for damages resulting from reckless or careless use of their scooter and/or wheelchair.*

32) SECURITY: TENANT & OCCUPANT ACKNOWLEDGEMENT OF SECURITY POLICY

NO REPRESENTATIONS. Tenants acknowledge that neither Landlord nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

NO WARRANTY OR GUARANTEES. Tenants acknowledge that neither Landlord nor Management warrants or guarantees the safety or security of the Tenants, their household members or guests against the criminal or wrongful acts of third parties. Each Tenant is responsible for protecting his or her own person and property.

NO RELIANCE ON SECURITY DEVICES OR MEASURES. Tenants acknowledge that security devices or measures may fail or be thwarted by criminals or electrical or mechanical malfunction. Therefore, Tenants acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

Video recordings and Security Cameras are in use at the facility and may be viewed at Management's discretion or at the request of law enforcement. Please advise your Guests!

33) SECURITY DEPOSITS

Management will process the paperwork required for the proper refund/forfeiture of the Security Deposit within 30 days after the completion of a tenancy. Tenants are requested to follow these procedures with regard to their security deposit and the completion of their tenancy:

- a) Whenever possible, give the proper 30-Day advance written notice to vacate.
- b) Provide a forwarding address.
- c) Return all keys, key cards, gate passes and openers.
- d) Leave the apartment clean and in good condition.
- e) Management recommends you be present at the move out inspection to avert conflicts over charges.

Security Deposit Disposition will be carried out in accordance with HUD regulations and guidelines, State and Local laws, and the terms of the lease agreement.

The deposit disposition and a description of any charges will be mailed to the forwarding address provided or, if no address is provided, to the last known address.

34) SMOKE DETECTORS, Fire Alarm Devices and CARBON MONOXIDE DETECTORS

Smoke detectors and Carbon Monoxide detectors (if applicable) have been provided in each apartment as an early warning device in the case of a fire or of dangerous levels of carbon monoxide. Detectors are a potential life saving signal to you and your family. By disabling these devices, you lose the warning signal.

Tenant agrees to notify Landlord immediately of any problem, defect, malfunction or failure of any detector, fire suppression or alarm device located in their apartment. Within seven (7) days of receipt of such written notification by Landlord, Landlord shall repair or replace the device(s), assuming the availability of labor and materials.

Tenant agrees the Tenant cannot disconnect or intentionally damage any fire device, including pipes and sprinkler heads, speakers or detectors. Tampering with any safety equipment is a

House Rules

serious lease violation and grounds for immediate termination. Tenant may be subject to damages, civil penalties, and attorney's fees for not complying with this notice.

Maintenance: *Tenant agrees to submit a work order / service request to replace safety equipment batteries, if at any time the existing battery becomes unserviceable, if applicable.*

Tenant agrees to allow regular inspections by employees or contractors in order to test the safety equipment and fire devices installed in and around the apartment unit.

Replacement: *Tenant agrees to reimburse Landlord, upon request, for the cost of new safety devices, detectors, sprinklers and/or pipes and for the installation thereof in the event the existing equipment becomes damaged by Tenant or Tenant's guests or invitees.*

Disclaimer: *Tenant acknowledges and agrees that Landlord is not the operator, manufacturer, distributor, retailer or supplier of the safety detector(s) and devices; that Tenant does assume full and complete responsibility for all risk and hazards attributable to, connected with, or in any way related to the use, operation, malfunction, distribution, repair, servicing or installation of said devices.*

No representation, warranties, undertakings or promises, whether oral or implied, or otherwise have been made by Landlord, his agents or employees to Tenant regarding said device(s) or the alleged performance of the same. Landlord neither makes nor adopts any warranty of any nature regarding said device(s) and expressly disclaims all warranties of liability, or any and all other expressed or implied warranties. The Landlord shall not be liable for damages or losses to person or property caused by: (1) Tenant's failure to regularly test the device(s); (2) The Tenant's failure to notify Landlord of any problem, defect, malfunction, or failure of the device(s); (3) theft of the device(s) or its serviceable battery; and/or (4) False alarms produced by the device (s).

35) SMOKING (See also 'Fire Hazard / Ordinance')

*In 2015, Denver Metro Village is moving toward becoming a non-smoking facility. Tenants who were previously admitted into "smoking-units" will be allowed to continue **provided** it does not interfere with the rights of other Tenants. Smokers are solely responsible for insuring odors and disturbances from smoking do not disturb other Tenants. **Smokers may be required to obtain a Renters Insurance Policy at the request of Management.** Discounts are available.*

Smoking is prohibited in all indoor common areas. Per Federal Law, this includes marijuana and medical marijuana. Smoking is prohibited in outdoor common areas except those designated as "Smoking Areas". Disposal of smoking materials must be discarded in the proper containers or receptacles provided.

Smoking is prohibited in all Tenants' apartments unless the tenant has specific approval from Management because they were admitted prior to DMV becoming a non-smoking facility and because they are able to contain their smoking and odors from smoking within their apartment unit.

Tenants who accept/accepted a non-smoking apartment must adhere to this rule and require their guests to adhere to the no smoking rules as well.

Smoking in a non-smoking unit or allowing smoke to interfere with other Tenants when in a smoking-unit is in violation of the rules of this facility shall be considered material non-compliance and grounds for termination. Smokers residing or visiting a Non Smoking Property may smoke outdoors, and in the designated smoking areas.

36) SMOKING with OXYGEN

Smoking in an apartment where oxygen is being used is strictly prohibited.

The Landlord prohibits smoking in any apartment or common area when home oxygen therapy is in use. The term "smoking" includes all tobacco products, medical marijuana, cigarette cartridge products (i.e. green smoke), and any other type of smoking or potentially flammable material. This rule applies to Tenants, their household members, their live-in aides, and their guests.

The City and County Fire Department enforce the following ordinance to ensure safe use of Oxygen Therapy. "No Smoking guidelines must be complied with. Patients must never smoke while using oxygen. If a patient must smoke, he/she must remove the delivery device and turn off the oxygen flow. In designated smoking areas, the patient should be at least 20 feet away from oxygen equipment. In any Tenant building, the patient should not smoke within his/her living unit, and only in designated smoking areas. The patient must be instructed never to smoke in bed while resting on a couch, even when not using the oxygen therapy."

If this rule is violated one (1) time, the Tenant who violates this policy and all household members will be subject to immediate eviction from the property.

37) SOLICITING (See also 'Businesses / Incidental Businesses')

No soliciting or delivery of handbills, including solicitations by Tenants, is permitted on the property. With permission of Management, Tenants may post approved materials on the common area bulletin boards.

38) TENANT ORGANIZATIONS

Tenant Organizations are permitted at the property, and therefore Tenants are permitted to involve other interested Tenants in the development of a Tenant Organization. These activities may include posting approved information in common areas and distributing information provided that the following conditions are met:

Tenants must be engaged in activities that are related to the establishment or operation of a Tenant Organization; and participation by other Tenants is voluntary. If a Tenant indicates they do not wish to be involved in a Tenant Organization, their wishes must be respected and they are not to be disturbed or approached.

39) TRASH AND DUMPSTERS

All trash is to be disposed of in the designated dumpsters or chutes and not on the ground or area around the dumpster or trash chute areas. No apartment refuse shall be left or disposed of in the laundry room or Community areas. Please keep your Community clean.

Trash is to be well wrapped, preferably in securely tied plastic bags, and placed *INSIDE* the dumpsters, trash chutes or trash room area. Items such as glass, kitty litter, knives or any other sharp objects may not be discarded down the trash chute. Any bio-hazardous materials, including, but not limited to, syringes, dressings, etc., must be disposed of in accordance with federal and state law.

It is the Tenant's responsibility to see that trash is handled properly. Management is not responsible for the hauling away of large items such as tires, furniture, etc. Any costs incurred with the disposal of such items may be charged back to the Tenant. Tenants should get advanced written approval from Management prior to disposing of large items in the trash containers. Any charges associated with the disposal shall be discussed at that time.

Tenants will not take, keep, inspect or rummage through the trash dumpsters on the property or through any other Tenant's garbage, discards, or lost items whether or not such garbage, discards, or lost items are in the dumpster. This rule is important for two reasons. First, this rule is necessary to protect the privacy and quiet enjoyment of other Tenants.

Second, this rule is necessary to protect the health and safety of Tenants since dangerous, unhealthful, pest infested and hazardous materials are sometimes discarded in the trash. No Dumpster Diving!

40) UNIT TRANSFERS

Unit transfers shall be permitted for the following:

- a) When approved as a “reasonable accommodation” or for medical reasons certified by a Doctor that allows for the Tenant’s full use of the property based on a disability-related need or a medical condition. For example, a Tenant who would benefit from living in a unit with mobility accessible features (grab bars, widened doors, roll-in shower) may request a transfer to a unit with mobility accessible features, if such a unit is available at their property.*
- b) When a change in household composition or size requires a differently sized unit. For example, if the Tenant’s household size increases or decreases, a unit transfer to a larger or smaller unit, if available, may be requested by the Tenant or may be required by the Landlord. In general, a minimum of one person and a maximum of two persons per bedroom are required. (See Unit Size Guidelines in the Tenant Selection Plan.)*
- c) When a change in household composition requires a differently equipped unit. For example, if a household member needing the accessible features of a unit moves out of the unit, the remaining Tenant household may request a transfer to a non-accessible unit or may be required by the Landlord to transfer to a non-accessible unit. (See ‘Physically Accessible Apartment Addendum’ if applicable.)*
- d) When a Tenant requests a transfer as per the current written Unit Transfer Policy of Denver Metro Village. Please refer to that policy – copies available at Front Reception Desk.*

Unit transfer approvals will be granted once and if all required documentation is received. If written documentation of the need for accommodation is required, Management will inform the Tenant and request the Tenant’s authorization for verification. If the need for a unit transfer accommodation is apparent, no written verification shall be required.



All Unit Transfer requests must be made at the management office and will be recorded in writing. Approved transfers will be added to the waiting list according to date and time of transfer request. Unit transfers shall be in accordance with HUD Guidelines, if applicable.

Current Tenant households will be given priority over applicants on the Waiting List and/or in accordance with DMV Transfer Policy.

41) CHANGES

Management reserves the right to change or rescind any of the foregoing rules and to make such other rules and regulations, with proper notification to Tenants.

42) SIGNATURES and ACKNOWLEDGEMENT

My signature below confirms that I have received a copy of this document.

Tenant Name _____ **Unit Number** _____

Tenant Name _____ **Unit Number** _____

Tenant By:

_____ / /
Tenant Signature Date

_____ / /
Tenant Signature Date

Landlord By:

_____ / /
Date