

Centennial Village Corporation  
130 West Brown Road  
Mesa, Arizona 85201-3445



Centennial Village	<i>12/01/2018 Release</i>
House Rules (19.1)	<i>01/01/2019 Effective</i>

## HOUSE RULES

### Introduction

Our House Rules, and the accompanying policies, have been established for the purpose of maintaining the safety, cleanliness and peaceful enjoyment of our community, with the fewest restrictions possible for those who choose to make Centennial Village their home. These rules have been established by the Village management team and approved by our board of directors to ensure the optimum housing experience for our residents.

House Rules are attached to your lease<sup>1</sup>, and as such, are considered mandatory standards of behavior for all residents and guests. Violations of the House Rules may lead to non-renewal of the lease agreement, termination of the lease, or eviction.

The management team and the board evaluate the appropriateness and effectiveness of the House Rules on a regular basis, and will make revisions as needed. Centennial Village will make available to residents a copy of any change to the House Rules 30 days prior to the effective date of such change.

House Rules of a general or campus wide nature will take effect 31 days from publication. House Rules regarding apartment specific standards will be enforced beginning with the next Preventative Maintenance (PM) of your apartment after the effective date. There is no grandfathering or exclusion from new provisions for existing residents (*A.R.S §33-1342(B)*).

Where appropriate, the applicable regulation(s) are listed in *italics* for reference. The Lease paragraphs are from the HUD model lease signed by all residents, a copy of which is provided at lease signing. The Arizona Revised Statutes from the Arizona Landlord Tenant Act listed may be obtained at the Arizona Department of Housing's website, and the HUD Notices may be found on [www.HUD.gov](http://www.HUD.gov).

### CAMPUS POLICIES – Section 1

#### 1.1 Smoke Free Campus

Smoking is not permitted anywhere on campus by anyone, including within the individual apartments. A single violation by a Resident or Guest will be deemed a material and

<sup>1</sup> HUD-90105-b

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Centennial Village Corporation Does Not Discriminate on The Basis of Disabled Status In The Admission Or Access To, Or Treatment Or Employment In, Its Federally Assisted Programs 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. Federal Civil Rights Laws Addressing Fair Housing Prohibit Discrimination Against Applicants or Tenants Based On One Or More Of The Following Classifications: Race, Color, National Origin, Sexual Orientation, Gender Identification, Disability, Religion, And Familial Status.



irreparable violation of the lease and good cause for termination of tenancy, the forfeiture of the security deposit, and possible damage charges.

E-Cigarettes are likewise not permitted anywhere on campus by anyone, including within the individual apartments. A single violation by a Resident or Guest will be deemed a minor, curable violation of the lease. Damage charges may be applied.

Violations should be reported via the Facilities Office Work Order voicemail.

*A.R.S §36-601.01; HUD NOTICE H 2012-22*

## **1.2 Crime Free Campus**

No illegal or criminal activity of any kind by a Resident or Guest will be tolerated. Any occurrence of such activity, or engagement in any act intended to facilitate criminal activity, will be deemed a material and irreparable violation of the lease and good cause for termination of tenancy.

Neither an arrest nor criminal conviction is required for the enactment of this provision.

*Special Notice:* While Arizona legalized Medical Marijuana (Proposition 203) in 2010, the use of marijuana, or any other controlled substance in any form that is illegal under Federal Law (CSA, 21 U.S.C. Section 801 et. seq., and Section 577 of the Quality Housing and Work Responsibility Act of 1998) is completely prohibited anywhere, by anyone, at any time on campus. Residents or Guests with marijuana on campus will be in violation of Federal Law which will be deemed a material and irreparable violation of the lease and good cause for termination of tenancy, the forfeiture of the security deposit, and possible damage charges.

*Lease ¶ 9(i); Crime Free Lease Addendum (HUD Approved 03/26/2009); HUD memorandum Use of Marijuana in Multifamily Assisted Properties.*

## **1.3 Common Amenities**

Common amenities (e.g. Clubhouse, Ramada, Pool, grounds, etc.) are for the use of Residents and a limited number of Guests. Guests *must* be accompanied by a Resident. Unaccompanied Guests may be asked to leave the campus.

Common amenities are not leased premises, and as such, continued use by a Resident or Guests are at the complete discretion of Staff. Items left or added to any interior or exterior common areas will be removed or disposed of without prior notice. Residents intentionally leaving items in the common areas will receive a lease violation.

Should any common areas need service or attention, Residents are to report the need via the work order system.

### **a. Clubhouse**

Open 9:00am – 3:00pm, Monday through Thursday, or as posted. The Club

House is closed on *all* State and Federal Holidays and occasionally for work requiring restricted access.

**b. Ramada and Patio**

Use is restricted to seating available. Residents are expected to maintain appropriate noise levels, and to clean up thoroughly after each use. Flammable liquids or gases, open flames and purpose-built combustibles are strictly prohibited on campus.

**c. Pool**

Residents must be present when guests use the pool, and must abide by all posted pool rules and instructions. Failure to do so will result in a 5-Day Health & Safety Violation being issued to the Resident.

The following Maricopa County Environmental Health Rules & Regulations Apply:

- i. Keep the gate closed and latched at all times. Preventing the gate from closing or intentionally keeping the gate unlatched is never allowed.
- ii. No food, drinks, glass, gum, tobaccos or alcohol permitted.
- iii. No pets.
- iv. No diving.
- v. No running.
- vi. Courteous behavior is expected at all times.
- vii. Centennial Village reserves the right to close the pool or revoke pool privileges for individuals at any time. Failure to comply with staff requests will result in immediate revocation of pool privileges and possible termination of lease.
- viii. Use the toilet before entering the pool.
- ix. Take a shower before entering the pool.
- x. Do not enter the pool with a cold, skin or other body infection, open wound, diarrhea, or any other contagious condition.
- xi. If incontinent, swimmers must wear tight fitting rubber or plastic pants or a swim diaper.

**d. Grounds**

Residents are to maintain the integrity of the landscaping. Residents are to walk on provided paved surfaces, and are not allowed on the landscaping at any time. No items may be added onto, or left on the grounds.

**e. Laundry Rooms**

The laundry facilities are contracted services through an outside vendor. Each room will have a posted number to contact should the machines need service.

Wash cycles are \$1.00, and dry cycles are \$1.00, or as posted. The machines use a card system, and cash may be used to add money to the card in the Clubhouse

during open hours, or a credit or debit card may be used to add money to the card in the B building lobby.

Residents will have access to the laundry room on their floor only. Residents are expected to clean up after themselves after each use. Should the laundry facility need attention, Residents are to request it via the work order system.

Residents with pets or assistance animals are to remove pet hair prior to washing as much as possible, and must wipe down the interior of the machines after use.

**f. Bicycle Enclosures**

Residents *must* submit a Bicycle Storage Request Form & Agreement in order to have access to the enclosure. Only working and approved bicycles and scooters may be stored inside the enclosure.

**1.4 Parking Lot and Driveway Provisions**

All Residents and Guests are to observe and obey all clearly posted parking lot signage and roadway and parking indicators at all times. All vehicles must be in working order (e.g. must run, must not leak oil), registered with Centennial, and have current insurance to be on campus.

Residents *must* submit a Vehicle Registration Request Form & Agreement prior to maintaining a vehicle on the premises. Vehicle Registrations will be renewed each year upon annual recertification.

A Centennial Village parking tag *must* be visible on each parked vehicle at all times.

Violations of clearly posted signage (e.g. speeding, double parking, parking without displaying proper registration tag, disability tag or license plate) will result in the appropriate warning notice(s) to the resident and may lead to the revocation of the Resident's privilege to park a vehicle on campus. Willful disregard for municipal and state driving laws (ADA parking violations, parking in fire zones, unlicensed or uninsured vehicles, etc.) and Centennial parking restrictions (restricted parking, loading zones, unregistered vehicles, etc.) may result in fines or towing charges. Such charges are the responsibility of the resident.

48-hour notices will be given to Residents and/or placed on vehicles when a vehicle is required to be moved. Vehicles not moved within this time frame will be towed and the resident will be charged all tow charges.

Damage to the campus caused by a Resident's vehicle will be charged to the resident according to Section 4.9 below.

**1.5 Disruptive Behavior**

Residents and Guests are expected to behave responsibly on campus at all times. No behavior that breaches the quiet and peaceful enjoyment of others will be tolerated. Proper

attire must be worn at all times around campus (i.e. shirt, pants, and shoes).

Loud noises of any kind, behavior which exhibits unstable, indecent, damaging, threatening or harassing behaviors, or which exhibit signs of drug or alcohol impairment towards Residents, Guests, or Staff will not be tolerated.

Residents and Guests should comply with reasonable requests made by Staff members without argument. If a Resident or Guest believes an unreasonable request has been made, they are to follow the Resident Dispute Resolution procedure outlined in this document.

Residents are not to engage with other Residents about rules violations, they are to report them to Staff via the Work Order line.

General quiet hours for the campus are 10:00pm to 6:00am. Residents are to report disruptive behavior or excessive noise via the work order system.

Disruptive behavior may be a substantial or minor violation of the lease and may be grounds for termination of the lease.

*Lease ¶ 9(d); A.R.S §§33-1341(7), 33-1368(G)*

## **1.6 Guests**

Residents are to convey the rules pertaining to the campus to their Guests and persons in their employ (e.g. housekeepers, caregivers, etc.), and are responsible for the behavior of anyone who is, or should be, under the Resident's control while on campus.

Residents are allowed to have guests in their unit for no more than (30) days per calendar year in total. Apartments are limited to a maximum occupancy of (2) persons.

Unregistered pets are not allowed on campus overnight. Guest Pet Registrations must be submitted and accepted prior to a Guest's pet being allowed to stay on campus.

Residents *must* call the Facilities Office Work Order voicemail when any of the following apply:

1. Residents with Guests whose stay will exceed (2) two consecutive nights, or
2. When the Resident will not be residing in the apartment overnight with the Guest, or
3. Guests who wish to park a vehicle overnight, or
4. Residents with Guests whose stay will exceed the maximum occupancy standards.

Centennial reserves the right to request, and/or to enforce the removal and/or prohibition of any guests or persons on campus that do not have a Lease Agreement with Centennial, in accordance with current Mesa Police Department policy.

*Lease ¶¶ 9(i), 13; HUD Handbook 4350.3, chg. 4 Glossary; Federal Register, Vol. 63, No. 245, 12/22/1998, Fair Housing Enforcement – Occupancy Standards; Statement of Policy; A.R.S §§33-1368(G), 33-1378*

## 1.7 Pets & Service Animals

All Residents and Guests are to observe and obey all clearly posted pet and service animal related signage at all times.

Residents *must* submit an Animal Registration Request Form & Agreement prior to maintaining a pet or service animal in their apartment. Pet and Service Animal Registrations will be renewed each year upon annual recertification.

Residents *must* provide visible identification tags on all animals when leaving their apartments. Residents *must* leash all animals when leaving their apartments, and must maintain complete control of their animals at all times. Residents *must* not allow animals to approach other residents in common areas unless *specifically* requested. Residents *must* not enter an occupied elevator with their animal unless *specifically* allowed by the occupant.

Pets *must* use either the dog park or the grass area next to the office for pet walking. No other area is acceptable for walking and/or pet waste usage. Residents who do not pick up and dispose of waste properly will receive a lease violation and will be fined according to Section 4.9 below.

Animals *must* either be under the direct control of the resident, leashed, or caged during the work period of any 48-Hour notice provided by Facilities. Animals *must* not bark inside the apartment when minor and normal activity is occurring in the common hallways.

Violations should be reported via the Facilities Office Work Order voicemail, and possibly reported to the City of Mesa Animal Control Center at 480-644-2268.

*Pet Policy Lease Addendum*

## 1.8 General Provisions

### a. Right of Privacy

Centennial Village will not disseminate, distribute or provide resident data to anyone other than what is required by HUD for the purposes of providing the Housing Assistance Subsidy.

### b. Non-Canvassing

Centennial Village prohibits postings, solicitations or canvassing of any kind on the property. No tenant or non-tenant may post signs, canvass, solicit or infringe on the privacy of residents.

### c. Surveillance Systems

Centennial Village reserves the right to maintain surveillance cameras in any portion of campus that is not leased space. Camera footage is the sole property of Centennial Village, and will only be used in the administration of the campus or the prosecution of crimes.

## RESIDENT POLICIES – Section 2

### 2.1 Self Evacuation Policy

Residents are responsible for their decision to move to, or remain at Centennial Village. Centennial Village is not a licensed health care or assisted living community, but an apartment community for independent senior adults, and does not have the number of staff, nor staff with the professional training or credentials needed to physically transfer or evacuate non-ambulatory persons from harm in the event of an emergency. In the event of a fire or other emergency, residents are responsible for their own self-evacuation to safety.

### 2.2 Resident to Maintain Emergency Call System Contact Information

Residents are responsible for maintaining a current Emergency Call System Contact sheet at all times. Residents can update their contact information by submitting a completed form to the Rent & Office Drop Box, and Compliance Staff will update the information with the monitoring company within (2) business days.

The Emergency Call System is for life and safety emergencies, and for major water leaks or plumbing backups nights and weekends. Residents who abuse the system for other than its intended purpose will receive a 10-Day Notice, or a Notice of Non-Renewal of Rental Agreement.

If you have a medical emergency and are able, call 911 directly.

When your E-Call is pulled, a monitoring company will attempt to call the number you have listed on your form. If they do not reach you, Emergency Services (911) will be dispatched and will enter your apartment. If you answer the phone they will inquire as to the emergency you are experiencing and will contact 911 or Facilities Staff as appropriate.

### 2.3 Resident to Maintain Authorization of Entry and Disposition of Assets

Residents are responsible for maintaining an apartment Authorization of Entry and Disposition of Assets form at all times. This form *must* list all individuals who are authorized by the Resident to enter the apartment and handle the residents' personal property in the case of the death, or inability of the Resident to continue living in the apartment.

This does not mean that the person has the right to the Resident's possessions, only that they are authorized to enter for the sole purpose of retrieving possessions after a qualified event. Individuals listed on this form should expect to wait (2) business days for their request to be granted and scheduled with Facilities Staff, and Lockout Charges listed in section 4.10 below apply.

In the event that a Resident or their representative(s) abandons any possessions on the property after moving (other than an eviction) and the Facilities Staff reasonably determines that the cost to move and store the possessions is more than its value, the Resident agrees that Facilities Staff may dispose of it immediately.

*A.R.S §33-1314(F)*

## **2.4 Duty to Report**

Residents have a duty to promptly notify Facilities Staff of any and all situations or occurrences that require Centennial to provide maintenance, make repairs, provide pest control, correct, or otherwise take action. Failure to report can/may lead to a lease violation, including immediate termination, and possible charges for damages caused by the failure to report.

Residents have a duty to promptly notify Compliance Staff of any situation or occurrence that requires Centennial to modify, recalculate rent or terminate the lease agreement, lease attachments, Housing Assistance Payments or Resident registrations or agreements.

*Lease ¶ 24; A.R.S §§33-1341(8), 33-1368(1)*

# **APARTMENT POLICIES – Section 3**

## **3.1 Resident to Maintain Apartment**

Apartments are to be kept in the same general physical condition as when the lease is begun. No alterations will be permitted nor allowed to remain without previous written consent. Apartments must be clean, sanitary and free of clutter. All garbage is to be *double bagged* and removed routinely to the appropriate dumpster outside. Required repairs must be called into the work order system or entered online promptly.

Facilities Staff must be able to access all areas in need of repair, service or inspection without obstruction from clutter, obstruction from excessively large furniture or amounts of furniture, or having to clean or sanitize the area in order to provide themselves and their co-workers with a safe, clean working environment.

Facilities Staff will always leave their worksites as clean as they found them, and will restore small items required to be moved when the work is completed.

### **a. Front Doorways**

No items may be placed in the common areas in front of, near or beside the front door (e.g. floor mats, flowers, bells, etc.). No items may be placed on the front or back of the door or door frame which attach to, damage or obstruct the door, any and all hardware, or the signage. Residents wishing to hang items *must* use 3M Command Strips, and *cannot* use nails or make holes in the door in any manner. Facilities Staff may instruct items to be removed from the door at any time, and any cosmetic or physical damage caused by the resident will be billed according



to Section 4.9 below.

**b. Self-Closing Device on Apartment Front Door**

The front door of your apartment is equipped with a self-closing device and a smoke seal around the door jamb. These items are required by Fire Code and HUD, and may not be altered, modified, disabled or tampered with; any of which *will* result on a 5-Day Health and Safety Notice and/or an immediate or future Notice of Non-Renewal.

Residents are required to promptly notify Facilities Staff via the Work Order line should any of these items not function properly or be in need of repair.

**c. Patios**

No items may breach or protrude beyond the plane extending above the patio edge or railing, except for an Approved Satellite Dish. No items may attach or rest upon the railing. No items may be attached to the ceiling of the patio. Patios may contain *only*:

- i. Outdoor rated furniture:
  - 1. 42” or smaller table
  - 2. Small patio chairs
  - 3. Lounge or chaise style chairs
  - 4. Rubbermaid Vertical Storage Unit Placed Opposite the Window
- ii. Plants in containers with drip pans resting on patio or table only
- iii. Chimes or plants hung from a freestanding base of adequate support
- iv. Small Hummingbird feeder on a freestanding base
- v. Outdoor rated decorations, appropriate for the season
- vi. Satellite Dish Approved by Centennial, on base or clamped to railing.
- vii. Shade screen approved by Centennial, installed to standards
- viii. Pet screen approved by Centennial, installed to standards
- ix. 1<sup>st</sup> floor gate approved by Centennial, installed to standards

All of the above *may not* cover more than 50% of the patio square footage, and *must* Maintain Safe Conditions as outlined below.

Staff reserves the right to disallow any of the above should it prove a nuisance to the peaceful enjoyment of other residents, cause damage or cause cleaning or maintenance to be required.

*Item 6 requires a submitted Facilities Office Work Order voicemail, and items 7-9 require payment in full for unit alteration services.*

**d. Pest Control**

Apartments are certified pest free by a licensed pest control contractor prior to leasing, and pest control educational materials are provided during an Applicant’s Suitability Screening Interview. *Residents are fully responsible to maintain a pest free environment within their apartment.* Centennial provides the following

services to aid the Resident:

- i. Routine pest control treatment services are available bi-monthly by a licensed pest control contractor at no cost to the resident. Requests are to be made via the work order system, and all routine requests will be scheduled for the next available service date.
- ii. Special inspection requests (e.g. roach, bed bug, or other possible infestation) will be provided free of charge when *all three of the following requirements are met*:
  1. Are requested through the work order system.
  2. Are approved by Facilities Staff.
  3. Are requested as promptly as conditions require.

Special inspections not meeting the above criteria will be charged to the resident at actual cost incurred.

- iii. Infestations *must* be treated promptly by a licensed pest control contractor, approved by Facilities Staff. A predetermined treatment and cleaning schedule *must* be approved by Facilities Staff, and maintained by the resident and contractor until the unit is deemed pest free. *Until the unit is cleared by Facilities Staff, Residents and Guests of that unit may not utilize any of the common laundry amenities on campus.*

Infestation treatments are the sole financial responsibility of the resident, and will be paid directly to an approved contractor or to Centennial as reimbursement for treatments by a licensed pest control contractor and/or other damage and services rendered during an infestation treatment according to Section 4.9 below.

*Lease ¶¶ 15(b)(c)(d)(e), 18, 19; A.R.S §§33-1341, 33-1342, 33-1369; HUD NOTICE H 2012-5*

**e. Secondary Appliances In Apartment**

Secondary appliances utilizing a compressor, motor windings, or heating elements are not permitted (e.g. window or portable air conditioning unit, freezers, refrigerators, space heaters, etc.).

*Lease ¶ 15(c)(f)*

**f. Moving Permits**

Moving permits *must* be obtained prior to moving any furniture, appliance, or boxes larger than 8.0 cubic feet (2'W x 2'H x 2'L) into, or out of, the apartment. Moving permits *must* be requested through the Facilities Office Work Order voicemail at least (1) business day prior to the moving event. Facilities Staff will respond to the permit request within (1) business day of submission. Residents

will receive a blue door hanger when a moving permit has been issued for their apartment.

Moving inspections serve three purposes:

- i. Protect the campus and common areas of the buildings from damage resulting from the moving of large, heavy or bulky items.
- ii. Identify prohibited items or items required to be treated for bed bugs and/or other infestations.
- iii. Ensure residents are abiding by their lease agreement, and maintaining the unit in the condition required.

### **3.2 Resident to Maintain Safe Conditions**

Apartments, appliances, fixtures, drains, and air conditioning systems are to be used and kept in a safe manner and condition at all times.

Plumbing drains are to be used responsibly and with care (e.g. no food, grease, oil or coffee grounds are to be put down the drains). Food waste should be placed in the trash before washing. Drain Cleaners of any type are specifically prohibited at all times (e.g. Drain-O) as it is harmful to the drain pipes and will corrode the drain line until it develops leaks. Flushable wipes are not permitted as they do not break down and clog the main building drains.

Flammable liquids or gases, open flames (e.g. candles), purpose-built combustibles (e.g. charcoal) space heaters or supplemental heaters of all types (including, but not limited to: oil, propane, kerosene, electric) are strictly prohibited within the leased premises, which includes the patio. Daily materials that are combustible (e.g. newspaper, boxes, mail) may not be stored in the apartment in excess of daily need.

Electrical systems (e.g. GFCI's, breaker panel) must be accessible at all times without the removal of any obstacles and must be used appropriately and without alteration (e.g. light bulb outlet adapters, grounding removal devices, high-amperage appliances, extension cords, power strips).

Life safety systems (e.g. smoke detectors, emergency call stations, self-closing doorway, smoke seal, apartment identification signage, apartment locksets) cannot be altered, modified, or tampered with in any way, and must be used appropriately at all times. *Emergency Call Stations must be visible, not covered or blocked, and the pull string may not be taped, draped or altered in any way, and must be within 12" of the floor.*

Egress into, out of, and through the apartment must be maintained at all times for emergency personnel access, including, but not limited to a 32" wide path from the front door to the patio door, extending to the patio edge or railing, as well as underneath the bedroom window on both the interior bedroom and exterior patio side.

The path to the bedroom and bathroom emergency call stations, and the call stations themselves, must be clear of obstructions. Call station cords may not be tied up, taped, or restricted in any way.

Pathway restrictions, trip and fall hazards, or items that may impede the safe movement within the apartment are prohibited.

Failure to follow any of these guidelines will result in a lease violation and Damage charges according to Section 4.9 below.

*Lease ¶¶ 15(b)(c)(f), 20; A.R.S §§ 33-1341, 33-1342*

### **3.3 Declaration of Heating and Cooling Limits**

Centennial provides all cooling and heating to the apartments and pays all utilities included in the rental agreement. Centennial maintains set points engineered for our campus and equipment, and according to the equal distribution of services. Set points will not be changed except for routine maintenance or service, or in the event that a tenant submits a work order requesting to have a *lower* heating set point, or a *higher* cooling set point, thus *reducing the system demand*. Apartment temperatures are tenant controlled between **74-80° F in heating**, and between **77-83° F in cooling**. Apartment units automatically change between heating and cooling depending on the temperature in the unit. Centennial reserves the right to vary any set points to compensate for system load, repair work, or extreme outdoor air temperature at any time without prior notice.

*Lease ¶ 20; A.R.S §33-1342*

### **3.4 Move Out Procedure**

For the Apartment Security Deposit to be *eligible* for refund, residents must have already completed their first year lease period, and all procedures outlined in this section *must* be followed. Failure to follow these procedures may result in the forfeiture of the Apartment Security Deposit.

- a. Residents who intend to end their lease agreement voluntarily *must* submit a Notice of Intent to Vacate form *at least 30 calendar days* prior to the intended last day of lease.
- b. Residents who are required to end their lease agreement due to medical necessity and will be moving to a care facility of any kind, or will be returning to live with family due to medical need, *must* submit a Notice of Intent to Vacate form *at least 15 calendar days* prior to the intended last day of lease.

Residents are obligated by their lease agreement to pay rent through the completion date of the Notice of Intent to Vacate.

Within (3) business days of the Notice of Intent to Vacate being submitted, Facilities Staff will schedule a time with the Resident to complete a Pre-Move Out Inspection. This

inspection serves three purposes:

- i. Notify the Resident of the assessed damages which may be charged to the Residents' Apartment Security Deposit.
- ii. Provide the Resident with a checklist of the Do's & Don'ts of completing the move out so that the Resident can plan the move and items required for the maximum eligible return of their Apartment Security Deposit.
- iii. Answer any questions the Resident may have regarding the move out procedures or expectations.

When the last day of the lease (actual move out day) arrives, the Resident *must* submit a Notice of Completed Move Out which includes the return of *all required keys* (*Building, Laundry and Pool and Mail keys are required. The individual apartment keys do not need to be returned as the unit will be rekeyed*).

Centennial will not accept or process a Notice of Completed Move Out until *all* required keys have been returned to the Rent & Office Drop Box or collected by Staff on a business day and possession of the apartment has been relinquished by the resident and accepted by Staff.

When the Notice of Completed Move Out has been accepted, Facilities Staff will complete the final unit inspection within (1) business day. Resident has the right to be present at the move out inspection after they provide a written request to management. In the event that a Resident or their representative(s) abandons any possessions on the property after moving (other than an eviction) and the Facilities Staff reasonably determines that the cost to move and store the possessions is more than its value, the Resident agrees that Facilities Staff may dispose of it immediately.

Any and all *eligible* remaining portion of the Apartment Security Deposit will be mailed to the Resident within (14) business days after requested in writing by the Resident. Damages withheld from the Apartment or Pet Security Deposit will be assessed per Section 4.9 below.

*Lease ¶¶ 7, 9(a); A.R.S §33-1321*

## ADMINISTRATIVE POLICIES – Section 4

### 4.1 One Product Policy

Centennial Village, through its Staff and Board of Directors, aims to provide the highest quality affordable housing possible.

In order to achieve this, Centennial provides one product, which is a 1-bedroom, 1-bathroom, utilities included, subsidized apartment.

Centennial provides maintenance services through our Facilities Office Work Order

voicemail, and Compliance services through the Compliance Office voicemail. All Residents utilizing these vehicles to request service will receive the highest possible service.

#### **4.2 Limitation of Liability**

Centennial does not require residents to carry or maintain Renter's Insurance, however, it is *highly* recommended to all residents. Centennial is *not* liable for any of your personal belongings, food, furniture, electronics, etc. that may be damaged, destroyed, go missing, or suffer diminished value during tenancy, caused either by unforeseeable circumstances or failures, or by other residents actions, unless allowed by law.

*Centennial abides by the directives governing this paragraph as set forth in A.R.S §33-1315.*

#### **4.3 Resident Communications**

Centennial communicates with residents via the monthly Newsletter, the Display Screens located in the Lobby of each apartment building, an automated phone and/or text message system, and/or color coded door hangers. It is the resident's responsibility to utilize the above systems to maintain an awareness of property notifications.

Residents are required to have a working telephone number and a working voicemail box during their tenancy for the Emergency Call system and for Centennial Staff communications. Residents not maintaining a working phone and voicemail box may be subject to a 10-Day Notice for interfering with the management of the property and/or billed for Staff time required due to a phone and/or voicemail being unavailable.

#### **4.4 Compliance Office**

In order to maintain the required compliance documents with the greatest amount of accuracy and timeliness for each Resident, Centennial Village maintains a Compliance Office that is *available by appointment only*. When a Resident has an appointment, that Resident will have the Compliance Staff's full attention for the duration of the scheduled meeting.

Residents needing to schedule a Recertification meeting, or requiring assistance with a lease or payment issue are to leave a voicemail for the office at 480-833-6036. All Resident requests submitted to the voicemail system will be scheduled, completed, or acknowledged within (2) business days.

Documents that are requested by Compliance Staff are to be submitted to the Rent & Office Drop Box. Centennial is under no obligation to return submitted documents unless a prior agreement has been made with Compliance Staff.

#### **4.5 Facilities Maintenance Procedures**

Residents will receive notice from the Facilities Office via the following methods:

Residents will receive a white door hanger any time requested or scheduled maintenance is conducted in their apartment, listing the items fixed or the status of a repair.

Residents will receive a yellow door hanger any time emergency maintenance is conducted in their apartment, listing the items fixed or the status of a repair.

Residents will receive notice of future scheduled work in their apartment, listing the day(s), time(s), and scheduled work items, by receiving either a green door hanger if the work or notice is isolated to a small number of apartments, or by receiving an automated phone call generally used when the work or notice is required for (17) or more apartments.

Facilities Staff will enter apartments in the following three instances only:

1. Resident submits a Work Order request via the phone system.
2. Facilities Staff have provided a 48-hour notice to the resident.
3. In case of emergency, without prior consent or notice from either party.

Facilities Staff will not respond to verbal requests for work orders, nor written requests placed in the Rent & Office Drop Box. Only maintenance requests placed through the provided Facilities Office Work Order voicemail will be processed. All Work Order requests will be scheduled, completed, or acknowledged within (2) business days of submission.

Facilities Staff member(s) will be On-Call during evenings, weekends and holidays to monitor incoming work orders for *emergencies only*. Residents are expected to make prior arrangements for the possible interruptions of air conditioning, heating, cold or hot water, refrigerators or elevator service. Facilities Staff *will respond in a timely manner*, but service will likely not be *immediate*, and should *not be expected* by residents or family.

If Facilities responds to a Work Order and damage or negligence is attributable to the resident, damage charges as outlined in Section 4.9 below will be applied.

*Lease ¶ 15(e); A.R.S §33-1343*

#### **4.6 Monthly and Quarterly Preventative Maintenance**

Facilities Staff follows a thorough and consistent preventative maintenance program, in which every apartment air filter is changed monthly, and in which every apartment is fully inspected bi-annually. The Bi-Annual inspections occur in the following order:

A Building: January, July  
B Building: February, August  
C Building: March, September

Air filter changes and inspections are always preceded by a green door hanger or by an automated phone call providing residents with a 48-hour notice, and as a courtesy, will list the day(s) Facilities Staff estimate they will be entering the apartment, and list the scheduled work to be done.

These inspections serve two purposes. The first is for Facilities Staff to carry out necessary routine services (e.g. change air filter, test the smoke alarm, etc.), as well as to test and fix any items Centennial Village is responsible for maintaining. The second purpose is to ensure residents are abiding by their lease agreement, and maintaining the unit in the condition required.

*Lease ¶¶ 15(e), 17; A.R.S §33-1343, HUD 4350.3 Change 4 6-29(A)3-4.*

#### **4.7 Resident Dispute Resolution Procedure**

Centennial will address an individual concern with an individual Resident. Dispute Resolution is not to address a laundry list of concerns by a Resident, or a group of Residents. Residents are advised to read, and understand all lease documents, particularly the HUD model lease signed upon move in, as well as the House Rules, also signed upon move in. The Compliance Office will gladly schedule a meeting to go over these documents with any prospective or current Resident.

Centennial has two possible actions a Resident may take when they wish to have a grievance addressed:

- a. If the Grievance or Concern is a Maintenance or Facilities issue arising from a work order, the resident *must* request a meeting with the Facilities Manager via the Facilities Office Work Order voicemail.

The Facilities Manager will call or schedule an appointment with the resident within (2) business days of the request. The Facilities Manager will provide a complete response to the grievance or concern within (2) business days after the meeting occurs.

- b. If the Grievance or Concern is a Lease or Compliance issue, the resident *must* request a meeting with the Compliance Manager via the Compliance Office voicemail.

The Compliance Manager will call or schedule an appointment with the resident within (2) business days of the request. The Compliance Manager will provide a complete response to the grievance or concern within (2) business days after the meeting occurs.



Should the responsible supervisor not be available within the listed time frame, Centennial may request that the resident allow Centennial more time to respond, or the General Manager for the property may fulfill the responsible manager's duties in responding to the Grievance or Concern.

*Centennial reserves the right to suspend all verbal interaction and/or alter staff interaction guidelines and response timelines when a resident threatens or pursues legal action against Centennial or its Staff. In such cases, Centennial will notify the resident in writing of those changes and may require all communication be in writing and/or through the resident's attorney.*

*Any grievance submitted which is a police matter will not be pursued by staff or management unless directed by the appropriate law enforcement officials.*

#### **4.8 Rent Payment**

Rent is due each month in full, without invoicing, or a request for payment. Payment is accepted in either of two methods:

- a. Automatic Deductions from a Bank Account: Rent payments made this way will be deducted from the Resident's account on the 4<sup>th</sup> of each month. A new authorization agreement *must* be signed every year upon recertification.
- b. Payment by Check or Money Order: Rent payments made this way *must* be placed in the Rent & Office Drop Box *before* the close of business on the 3<sup>rd</sup> of each month regardless of the day on which it occurs (e.g. weekends, holidays). The Rent & Office Drop Box is offered as a courtesy and the Resident uses this at their own risk.

All rent payments will be batched and processed on the 4<sup>th</sup> of the month, or the first business day thereafter.

Any payment not meeting the guidelines above, or which is returned due to insufficient funds, will be considered late.

Residents whose payment is late more than (2) times per calendar year may have their lease non-renewed for repeated minor violations.

Residents whose payment is returned due to insufficient funds may be required to submit *all* future payments via certified funds (i.e. Money Order, Cashier's Check).

*Lease ¶¶ 5, 6, 9(d); A.R.S §33-1321, 33-1368(B), 33-1371, 33-1314(C)*

#### **4.9 Damages**

Centennial Village will maintain the apartments, provided appliances and campus on a routine basis. Items in need of service arising from normal and wear and tear as expected or

experienced by Facilities Staff will be completed at no cost to the Resident.

Items in need of service arising from damage, neglect, unapproved alterations, misuse, or made substantially worse due to damage, neglect, unapproved alterations, or misuse, will be billed to the Resident at the actual rate of service and replacement cost, or a pro-rated basis of the actual rate of service and replacement cost when the item has a defined useful life expectancy.

Centennial reserves the right to bill for any and all services rendered (either by Facilities or Compliance Staff) to remedy any deficiencies caused by a Resident's violation of the guidelines outlined in these House Rules.

Damage and service charges are due in full at the next periodic rent cycle on the 4<sup>th</sup> of the upcoming month, and *must* be paid separately from rent. Centennial is under no obligation to offer, or to agree to, repayment terms; however, Centennial will accept the repayment schedule below, *if* requested by the resident *in advance* of the funds being due, and *if* there are no mitigating circumstances that warrant immediate collection of funds.

Damage Charge Amount	Maximum Repayment Terms
\$10 - \$50	(1) month
\$51 - \$100	(2) months
\$101 - \$150	(3) months
\$151 - \$200	(4) months
\$201 - \$250	(5) months
\$251 and above	(6) months

Unpaid damages may result in the cancellation of any Rent Auto Pay agreements, and a 5-Day Pay or Quit Notice being issued for the entire amount due. Damages may be paid by credit card at the sole discretion and approval of the Centennial Staff.

Services rendered by Centennial Village Staff will be billed at actual cost per hour as listed in section 4.11. Materials will be billed at actual cost, rounded up to the nearest dollar. Services rendered by a Centennial Village Contractor will be billed at actual cost, rounded up to the nearest dollar.

*Lease ¶¶ 15(d)(e), 19; A.R.S §33-1369*

#### **4.10 Lease Violation Policies**

When a resident and/or guest of a resident violates the Lease Agreement or the House Rules, they will receive a written notice outlining the items that must cease and/or must be corrected, and if applicable, the timeline for doing so.

All notices will be hand delivered, affixed or slid under the apartment door *and* certified mailed on the same day.

All notices that are corrected within the given timeframe will be recorded as a *minor violation* for that resident. Residents may receive (3) *minor violations* during tenancy. After the 3<sup>rd</sup> *minor violation*, the resident *must* meet with Management to address their pattern of behavior, and Management *may* choose to non-renew the Lease Agreement at that time, based on the circumstances and nature of the violations. Upon the (4<sup>th</sup>) *minor violation* the resident *will* receive a Lease Non-Renewal.

Some lease violations will result in the *termination* of the resident's lease, effective either immediately, or within 10-days of notice. These violations would include, but not limited to, repeated violations of the same or similar nature of a previous notice, severe damage to the property, willful disregard to the health and safety of the other residents, guests, or staff, or threatening or intimidating actions or language.

The HUD-Subsidy will cease the day the Lease is terminated or non-renewed. Any charges accrued thereafter will be billed at full market rate for the apartment, not at the subsidized rate which the resident had been paying.

Any resident remaining in the unit after the Lease has been terminated or non-renewed, or communicating their intent to do so, will have their case referred to Centennial's attorney.

#### **4.11 Fees & Services**

Payments for fees and services must be paid by a *separate* personal check, certified funds, or ACH agreement. Rent and other amounts due *cannot* be paid with a single transaction. Centennial Village is under no obligation to agree to repayment terms for any of the items or services listed below.

- a. Additional Apartment Keys: \$10.00 for (2) Apartment Keys  
Apartment keys do not need to be returned upon move out. Apartments will be rekeyed. Residents will receive (4) Apartment keys upon move in.
- b. Additional Mail Keys: \$15.00 for (2) Mail Keys w/ New Lock  
Mail keys do not need to be returned upon move out. Mailboxes will be rekeyed. Residents will receive (2) mail key upon move in or lock replacement. Centennial will not make mail key copies, residents may have those made at any hardware store or locksmith.
- c. Additional Building Keys: \$35.00/each  
*All* Building keys *must* be returned upon move out. Failure to return *all* keys issued whether provided upon move in, or purchased, will be charged for at the prevailing rate. Residents will receive (2) Building key upon move in.
- d. Additional Laundry Keys: \$15.00/each  
*All* Laundry keys *must* be returned upon move out. Failure to return *all* keys issued whether provided upon move in, or purchased, will be charged for at the prevailing rate. Residents may only receive Laundry keys for the floor they live on. Residents will

receive (1) Laundry key upon move in.

- e. Additional Pool Keys: \$15.00/each  
*All Pool keys must be returned upon move out. Failure to return all keys issued whether provided upon move in, or purchased, will be charged for at the prevailing rate. Residents will receive (1) Pool key upon signing the Pool Agreement.*
- f. Bicycle Enclosure Access Fee: \$6.00/month  
*Bicycles are not allowed to be taken in and out of the apartment building routinely. Bicycles should be kept in the Enclosures. Bicycle Enclosure Access Fee will not be returned or pro-rated should a Resident lose the privilege due to violations of the Agreement or move out prior to the end of the monthly billing cycle.*
- g. Lockout Service During Business Hours: \$15.00/occurrence
- h. Lockout Service After Business Hours: \$45.00/occurrence
- i. E-Call Reset For Non-Emergency During Business Hours: \$10.00/occurrence  
*\*Additional charges may apply, see u) below.*
- j. E-Call Reset For Non-Emergency After Business Hours: \$45.00/occurrence  
*\*Additional charges may apply, see (u) below.*
- k. Apartment Door Rekey: \$45.00  
When a Resident requests their apartment to be rekeyed for any reason. This charge includes the new key core and (4) Apartment Keys, with work performed during business hours.
- l. Parking Lot and Driveway Violations: \$35.00/occurrence
- m. Pet Poop Pickup Violation: \$35.00/occurrence
- n. Vehicle Sticker Replacement: \$10.00/occurrence
- o. Apartment Air Filter Replacement: \$10.00/occurrence  
*This damage charge will be applied when a residents' behaviors or actions require the replacement of the apartment air filter prior to the monthly replacement schedule, in order to maintain the airflow in the HVAC unit and to prevent damage from occurring to Centennial's equipment. This is most often due to cooking with hot oils.*
- p. Compliance Staff Service: actual cost incurred, not to exceed \$35.00/hour  
Charges will be administered according to section 4.9 above. Billed in (1/2) hour increments, rounded up to the nearest dollar, minimum charge is (1/2) hour.
- q. Facilities Staff Service: actual cost incurred, not to exceed \$45.00/hour  
Charges will be administered according to section 4.9 above. Billed in (1/2) hour increments, rounded up to the nearest dollar, minimum charge is (1/2) hour.

- r. Materials Cost: actual cost incurred, rounded up to the nearest dollar  
Charges will be administered according to section 4.9 above.
- s. Licensed Contractor Service: actual cost incurred, estimated at \$85.00/hour  
Charges will be administered according to section 4.9 above, for services provided by a state-licensed contractor meeting the bonding and insurance requirements set by Centennial.
- t. False Emergency Call System Alarm: actual cost incurred  
This fee will only apply when the Mesa Fire Department or a Centennial Staff member *must* respond to the Emergency Call Alarm where no emergency existed *and* the Resident did not answer the monitoring services call *or* did not reset the Emergency Call Alarm station in their apartment causing the alarm.

*No fees will ever be assessed for responding to any actual emergency whether for medical, fire or property need (e.g. water leaking into the apartment in the middle of the night). Centennial expects all residents to use their own good judgement in determining the use of the Emergency Call System.*

- u. False Fire Alarm Activation: actual cost incurred  
This fee may apply when the Mesa Fire Department or a Centennial Staff member(s) respond to a Fire Alarm activation for no actual emergency through the fault of an identifiable resident or guest, and where the resident or guest knowingly activated an alarm for no purpose.

*No fees will ever be assessed for responding to any actual or perceived emergency. Centennial expects all residents to use their own good judgement in determining the use of the Fire Alarm System. Centennial abides by the directives set forward in A.R.S §33-1315.*

- v. Unit Alteration Services – 1<sup>st</sup> Floor Patio Gate Installation: \$450.00  
Centennial will purchase and install the approved gate assembly on a 1<sup>st</sup> floor apartment patio. Once installed, the gate becomes a permanent fixture for that unit for the duration of the lease and is covered under Section 3.1 above.
- w. Unit Alteration Services – Pet Screen Installation: \$100.00  
Centennial will purchase and install the approved pet screen. Once installed, the gate becomes a permanent fixture for that unit for the duration of the lease and is covered under Section 3.1 above.
- x. Unit Alteration Services – Living Room Chandelier: \$70.00  
Centennial will purchase and install a hanging chandelier. Once installed, the chandelier becomes the personal property of the resident.
- y. Unit Alteration Services – Satellite Dish Installation Approval : no cost  
Centennial will inspect the Satellite Dish installation for the following requirements:
  - i. No holes were drilled in any structure or property of Centennial
  - ii. Dish is installed on a tripod base, or clamped to the patio railing