

**COMPLIANCE GUIDELINES AND
RULES AND REGULATIONS OF THE
VILLAGE COURT APARTMENTS**

Tenant and other authorized occupants (“**Tenant**”) of Village Court Apartments (“**VCA**”) shall comply with the following Compliance Guidelines and Rules and Regulations of the Village Court Apartments (“**VCA Regulations**”) that have been adopted by the Town of Mountain Village Housing Authority (“**Owner**”), which may be amended by Owner at any time without notice to Tenant. These rules shall be administered by the Community Development Department, Housing Division and VCA Management (“**VCA Management**”). The VCA Regulations shall apply to Lots 1001R and 1005R, Town of Mountain Village (“**Property**”). Each apartment unit occupied by a Tenant shall be referred to as the **Premises**.

1. **Form of Rent Payment.** For everyone’s safety and security, Tenant shall pay rent to the Owner in the form of a personal check, money order, cashier’s check, credit card payment (\$12.00 fee for credit card payment) or other Town-approved, certified funds.
2. **Occupancy and Use.** The Premises shall be occupied only by the persons listed in the Lease. Tenant expressly understands that occupancy of the Premises is subject to the Town of Mountain Village Employee Housing Ordinance 1997-05, the Town of Mountain Village Housing Authority Operating Guidelines and the VCA Regulations of the Village Court Apartments, and that any change in occupancy shall require the prior permission of the Owner, which shall not be unreasonably withheld, subject to the requirements in effect when such change is requested. **There is no sub-leasing aloud. Tenants may transfer to another unit, by paying a \$300.00 transfer fee or waiting until their lease is up. Tenant may transfer the lease to another person by paying \$300.00 transfer fee and must be approved by the VCA Management and the new person must qualify.**
3. **Unit Cleaning.** Tenant shall keep the Premises in a clean and sanitary condition.
4. **Healthy Building Humidity Levels:**
 - 4.1. Humidifiers are not allowed in the Premises unless approved by VCA Management. Any Tenant request for such shall be submitted with a doctor’s recommendation.
 - 4.2. Bathroom fans shall be used during bathing or showering to remove excess moisture from the Premises.
 - 4.3. If for any reason there is any mold build-up on any window or any other part of the Premises, Tenant shall immediately notify VCA Management. If Tenant fails to immediately notify VCA Management, Tenant shall be held responsible for all costs of cleanup, remediation and repairs associated with or caused by such mold.
5. **Garbage and Waste Disposal.** Tenant shall promptly dispose of all garbage, rubbish and waste in a clean and sanitary manner at reasonable regular intervals. Large items shall not be left outside of trash receptacles on the Property. Tenant assumes all costs of fumigation and extermination of infestation occurring during the Tenant’s residency if infestation occurs because of Tenant’s neglect, including garbage left outside. No trash shall be left outside the Premises, in hallways or outside the garbage cans or dumpsters located on the Property.
 - 5.1. Appliances or electrical devices, computers, TV’s, printers or large furniture, such as beds or couches, or other large items may not be thrown into the garbage receptacles. Tenant shall be subject to a One Hundred Dollar (\$100.00) fine if caught throwing away any of these items.
6. **Proper Use of Unit Mechanical Systems and Appliances.** Tenant shall properly use and operate all electrical, heating, plumbing and other fixtures and appliances in the Premises and shall assume all costs incurred of repair resulting from misuse or abuse. All leaking faucets, toilets, windows and/or defects or potential defects in appliances not in good working order shall be reported promptly to Owner or VCA Management. Tenant shall be charged for damage resulting from negligence in reporting defects in the Premises.
7. **VCA Property.** Tenant shall not destroy, deface or remove any part of the Premises or the Property, including property in the common areas, or permit any member of the Tenant’s family, guests or invitees, or any person acting through, under or on behalf of the Tenant to do so.

8. **Smoking.** Should Tenant elect to smoke in the Premises and VCA Management is unable to remove the smell in the Premises to the satisfaction of Owner at the time Tenant vacates the Premises, Tenant shall be responsible for the cost of carpet replacement.
9. **Marijuana.** The display, transfer, distribution, sale, transportation or growing of marijuana within the Premises defined by the Lease or anywhere within the Property is strictly prohibited. Marijuana use is also restricted to non-public areas. Any violation of this section of the VCA Regulations shall not be tolerated, and any Tenant in violation of such shall be subject to immediate eviction. Should Tenant elect smoke marijuana in the Premises, Tenant shall abide with the provisions of Section 8 herein.
10. **Property Damage.** Any damage to the Premises, the Property's common areas, including curbs, sidewalks and lawns, caused by Tenant, Tenant's invitees, guests, movers, employees or vehicles shall be the responsibility of and paid for by Tenant.
11. **Noise and Behavior.** Tenant shall refrain from loud or boisterous noise, or any other objectionable or unsafe behavior on the part of Tenant or Tenant's guests and shall not commence or suffer to permit any nuisance or public safety threat in, on or about the Premises or on the Property. Tenant shall not annoy, molest or interfere with any VCA resident, guest, employee or other person on the Property. There shall not be any kind of loud music or noise between the hours of 10:00 pm and 8:00 am. Any loud music or noise is strictly prohibited, and Tenant may be evicted after the first warning.
12. **Utility Use.** Tenant shall not use Premises' utilities in a wasteful, unreasonable or hazardous manner.
13. **Personal Storage.** No bicycles, baby carriages, motorcycles or other personal effects shall be stored in or near public walkways, stairways, laundry rooms, crawl spaces or other areas of the Property unless VCA Management has installed or constructed approved storage facilities.
14. **Exterior Alterations.** No satellite dishes, wires, aerials for radio or television, or wires or ropes for clothes drying, or similar items shall be installed on the roof, decks or other parts of any VCA building without prior written consent of VCA Management.
15. **Parking Regulations:**
 - 15.1 **Registration and Permits.**
 - 15.1.1. Each Tenant must register their vehicle with VCA Management and comply with all provisions of the Parking Regulations outlined herein:
 - 15.1.2. Any vehicle not registered with VCA Management will be booted or towed at the vehicle owner's expense.
 - 15.1.3. Parking permits may ONLY be obtained from VCA Management. Permits may be obtained by visiting the VCA Management Office.
 - 15.1.4. A parking permit allows parking in the non-covered parking areas on a first-come basis. Parking availability is not guaranteed, and no fee for general parking is charged.
 - 15.1.5. Permits are plastic mirror tag valid only when clearly displayed on the vehicle to which they are registered.
 - 15.1.6. A new parking permit shall be obtained when a registered vehicle is replaced.
 - 15.1.7. Permits shall be immediately invalidated when a Tenant vacates the Premises.
 - 15.1.8. Any vehicle not displaying a valid permit or any vehicle that is incorrectly parked, including but not limited to those parked in front of trash bins, walkways, or in fire lanes, will be towed at the vehicle owner's expense and may be towed without warning.
 - 15.1.9. No attempt will be made to contact owners of vehicles without permits prior to towing.
 - 15.1.10. Tenant may request the following number of permits dependent on apartment unit size:

Studio or One Bedroom — 1 permit // Two or Three Bedroom —2 permits

15.2 Covered Parking.

- 15.2.1 Covered parking is reserved and designated for Tenants of the building to which it is attached.
- 15.2.2 Covered Parking: All vehicles that are under covered parking are allowed to be there for fourteen (14) days, and then must move out from under covered parking for seven (7) days before returning.

15.3 Parking for Visitors and Guests.

- 15.3.1 Visitors, guests or invitees of Tenant (“Visitors”) must obtain a temporary parking permit at the main office during business hours when entering the Property and must be in the presence of Tenant or present a written and signed letter from Tenant. If on a weekend or at night, a note must be placed on the dashboard telling what apartment unit they are staying in. For additional information regarding Visitors, see Section 17.

15.4 Tenant Winter Season Parking Regulations, Effective December 1st to April 15th.

- 15.4.1 Tenants and Visitors are subject to the following winter season parking regulations from December 1 until April 15.
- 15.4.2. Tenants shall not park their vehicles so that either bumper extends over a sidewalk. This prevents proper sidewalk snow removal and creates a general safety hazard.
- 16.4.3. Tenants must move their vehicles to a cleaned, plowed spot 24 hours after VCA Management has plowed the parking lot and there has been three (3) inches or more of snow accumulation on or around the parked cars.
- 16.4.4. Signs and flags shall be posted at the top of the parking area near the exit of the Property and also at the beginning of the sidewalk leading to the parking structure. Signage and flags shall indicate when it is time to move vehicles.
- 16.4.5. VCA Management shall attempt to contact Tenants who have not moved their vehicles as set forth above, provided such Tenants are not repeat offenders of the Vehicle Movement Rule.
- 16.4.6. Tenants who are travelling away from Mountain Village overnight must inform VCA Management in order to prevent the penalties provided for herein. Such Tenants understand and acknowledge that snow plowing will be conducted around any vehicle left in an uncovered parking space, and that extensive snow removal by hand may be necessary in order to allow vehicle use.

16.5. Miscellaneous Parking rules and Regulations.

- 16.5.1 Users of the parking areas shall obey all posted signs and park only in the areas designated for vehicle parking.
- 16.5.2. Handicapped parking is reserved for handicapped parking permit holders only. Handicapped parking permits must be registered with the VCA Office.
- 16.5.3. Maintenance of vehicles on the Property is strictly prohibited.
- 16.5.4. Owner and VCA Management shall not be responsible for any damage to vehicles, injury to persons or loss of property, all of which are risks assumed by the party using the parking areas.
- 16.5.5. All vehicles must have current inspection stickers and license tags. Storage of inoperative vehicles is not permitted. Vehicles that have expired inspection stickers or license tags, unlicensed vehicles, or vehicles that are inoperable are subject to towing at the expense of the vehicle owner.
- 16.5.6. Visitor parking is permitted in the designated visitor parking area only. Vehicles taking up more than one (1) parking space shall be subject to towing at the vehicle owner’s expense.
- 16.5.7. Vehicles parked in tow-away zones, fire lanes, reserved parking areas, handicapped parking (without proper handicapped parking permits), or blocking a trash receptacle shall be towed at the vehicle owner’s expense in accordance with applicable law.
- 16.5.8. All posted speed limits must be observed. Where no speed limit is posted, the speed limit shall be 10 MPH.
- 16.5.9. Excessive vehicle speed or noise shall constitute a disturbance and shall be deemed a violation of the Lease.

- 16.5.10. Motorcycles and motorbikes are considered motor vehicles and shall be treated as such. Requests for motorcycle or motorbike permits shall be taken on a limited basis.
- 16.5.11. No trailers, motor homes, boats, campers or large trucks shall be allowed on the Property overnight without prior consent from VCA Management.
- 16.5.12. Tenants are not allowed to park in the Visitor Parking area unless is necessary.
- 16.5.13. Violators of VCA Parking Regulations shall be subject to a wheel lock or towing at the vehicle owner's expense.
 - A. Wheel locks shall be removed by VCA Management during office hours only. The charge to remove a wheel lock is One Hundred Dollars (\$100.00). The towing fine is Two Hundred Fifty Dollars (\$250.00). No personal checks shall be accepted.
 - B. ATTEMPTS TO MOVE YOUR VEHICLE WITH THE LOCK ON YOUR WHEEL WILL RESULT IN DAMAGE TO THE VEHICLE. VCA, OWNER AND VCA MANAGEMENT SHALL NOT BE HELD LIABLE FOR SUCH DAMAGE OR OTHER CONSEQUENCES OF A WHEEL LOCK.
 - C. Attempts to remove a wheel lock shall be considered destruction of VCA property and shall be considered a violation of the Lease, with potential prosecution for such damages.

16. Visitors.

- 16.1. Tenant must obtain prior written consent from VCA Management for Visitors to reside in an apartment for more than five (5) consecutive days or more than ten (10) days during any thirty (30) day period.
- 16.2. Tenant's guests shall include persons invited by or through persons Tenant directly invites onto the Property.
- 16.3. Tenant shall be responsible for all guests and invitees, including the cost for repair of any damages caused by such guests and invitees.
- 16.4. Tenant's guests must comply with all VCA Regulations.

17. Miscellaneous Rules.

- 17.1. Window sills and ledges shall not be used for storage of bottles, food, etc.
- 17.2. Dust mops, rugs, tablecloths and clothing shall not be shaken, cleaned or left in any window, doorway, deck or landing.
- 17.3. No awnings, draw shades or non-conforming curtains or drapes shall be installed on windows of the Premises without written permission of Owner. No aluminum foil on windows shall be allowed.
- 17.4. Only small nails or non-adhesive hooks shall be used to hang pictures, mirrors and decorative items on the walls of the Premises.
- 17.5. No painting, staining or wallpapering shall be done in the Premises without permission of Owner.
- 17.6. NO signs or placards shall be posted in or about the Premises, VCA Property or common areas without written permission of Owner.
- 17.7. Toilets, sinks and wash basins are to be used only for the purpose for which they were intended. No dust, rubbish, coffee grounds, diapers, sanitary napkins, tampons, etc., are to be put into same. Tenant shall be charged for the unplugging of toilets or repairing of garbage disposals due to misuse.
- 17.8. Tenant is not permitted access to the roof, except in cases of an emergency.
- 17.9. The laundry room and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with flammable materials or dyeing of clothes in washing machines is permitted.
- 17.10. Waterbeds are not permitted in the Premises.
- 17.11. In the event of a lock-out, the VCA Management shall arrange to assist Tenant. The charge assessed for lock-out assists between the hours of 8 a.m. to 5 p.m. shall be Twenty Dollars (\$20.00); the charge for a lock-out assist from 5 p.m. to 8 a.m. shall be Fifty Dollars (\$50.00). The lost key replacement fee shall be Fifty Dollars (\$50.00) because the lock must be re-keyed.
- 17.12. The use of power tools in the Premises or on the Property is prohibited unless authorized by VCA Management.

- 17.13 For the safety of all individuals, the riding of bicycles, skateboards, roller blades and all playing within the carport areas of buildings #10, #11, #12 and #14 in Village Court Apartments Phase II and Phase III is not allowed.
- 17.14 For the safety of all individuals, no persons are allowed on the grounds behind Buildings #4, #5, #6 and #7.
- 17.15 No Tenant shall access or enter into the crawl spaces on the Property to ensure the insulation or vapor barrier is not damaged, and to protect the safety of the Tenants.

18. **Violations of VCA Rules.** Any violation of the VCA Regulations by Tenant or invitees shall be considered an event of default or violation of the Lease, thus entitling Owner and VCA Management to all rights and remedies for default provided therein.

19. **Amendment to VCA Rules.** VCA Management is hereby authorized to make written changes to the VCA Rules subject to review and written approval by the Director of Community Development and the Town Manager.

- 19.1. A notice of any VCA Rule amendment shall be sent by email to all members of the Housing Authority within seven (7) days of a decision.
- 19.2. Any VCA Rule amendment may be called up by any member of the Housing Authority within 60 days of the effective date of such amendment. Any Housing Authority member call up shall be placed on the next available Housing Authority meeting agenda.
- 19.3. The Town Manager may elect to place the proposed VCA Rule amendment on the Housing Authority agenda.
- 19.4. All Tenants shall be notified of any VCA Rule amendment by posting such notice at each door and in the VCA office area.

I have read and accepted:

TENANT(S):

(Print name) _____ (Date) _____

(Signature) _____

(Print name) _____ (Date) _____

(Signature) _____

TO: DOG OWNERS ONLY

As of April 20th, 2010, Town Council passed new dog rules and regulations. Effective immediately, new rules must be obeyed, or the fines below will be enforced.

Pet Regulations. Tenants are allowed to have pets pursuant to the following regulations, including Service Animals:

1. No dog shall be kept or harbored in or about the Premises, community or common areas, except for permitted dogs kept in Buildings 3, 6, 7 and 10 (“Dog Designated Buildings”). Tenants may keep up to one (1) dog and one (1) cat in the Dog Designated Buildings. Tenants may keep up to two (2) cats and one (1) bird in all other buildings, provided that Tenant has notified Owner of the intent to keep such pets and Tenant’s payment of all applicable deposits.
2. Visitors of Tenants shall not bring a pet to the Premises, community or common area, except for visitors to Tenants in Buildings 3, 6, 7 and 10 where: (1) Tenants have permission to keep a dog; (2) the guest registers the dog at the VCA Office; and (3) the maximum length of any one guest visit does not exceed more than 7 days in any month period. All dogs shall be kept on a leash at all times on the Property. Cats shall be domestic, indoor cats and not be allowed to roam the Property.
3. Any Tenant or guest permitted to bring a pet onto the Property must (1) have a pet disposal bag on person while walking a dog on the Property and (2) pick up pet waste and dispose of pet waste bag in a trash container. Failure to meet the pet waste disposal requirements of this section shall result in accruing fines as follows: 1ST offense is Twenty-five Dollars (\$25.00); 2ND offense is Fifty Dollars (\$50.00), 3RD offense will result in dog privilege being revoked, with thirty (30) days for the dog to be removed from the Property.
4. All dogs must be registered with the Town of Mountain Village Police Department as evidenced by the submission of the Town-issued certificate to VCA Management. Said certificate shall be provided to VCA Management prior to the dog entering the Premises or the Property.
5. Tenant shall be allowed one (1) dog, which may not exceed approximately eighty (80) pounds in weight.
 - a. Prior to allowing the dog on the Property or in the Premises, Tenant shall submit written verification to VCA Management of the dog’s weight, certified by a licensed veterinarian.
 - b. Prior to allowing the pet on the Property or in the Premises, Tenant shall submit written verification to VCA Management from a licensed veterinarian, certifying that the dog and/or cat(s) are current with all required shots including Rabies.
 - c. Tenant shall otherwise and at all times comply with Town of Mountain Village Ordinance Number 2000-02 (an ordinance amending and restating animal control ordinance Number 1996-3), providing for the regulation of animals within the Town of Mountain Village.
 - d. At no time shall a dog or cat be left unattended outside of the Premises, nor shall a dog be tied up anywhere outside on the Property.
 - e. Deposits and Fees:
 - Tenant shall pay to Owner, upon the execution of the Lease, a dog deposit, in the amount of Four Hundred Dollars (\$400.00) and a nonrefundable cat deposit of Seventy-five Dollars (\$75.00). All pet deposits shall be in addition to the security deposit required under the Lease.

- The pet deposit shall be held and administered in accordance with the provisions of the Lease. **In addition to rent all tenants with a dog are required to pay an additional \$10.00/month pet fee (this includes Service Dogs).**

6. Noise Complaints. Tenant shall keep dogs under control at all times and shall not permit dogs to create excessive noise, whether by barking, howling or otherwise. Tenant shall be given a written warning by VCA Management regarding excessive noise created by dogs. Two (2) written warnings issued to any dog owner shall constitute a violation of the VCA Regulations and tenant shall remove the pet within three (3) days..

a. Owner may inspect the Premises at any time upon providing Tenant with twenty-four (24) hour written notice to ensure that the Premises are clean and are not being damaged by Tenant’s pet(s). If, following such inspection, Owner determines that the Premises are in unsatisfactory condition due to Tenant’s pet(s), Owner may notify Tenant that the pet(s) must be removed, and Tenant shall remove the pet(s) within three (3) days. Failure to remove the pet(s) within three (3) days or to comply with any other provision of the Pet Regulations shall constitute a default of the Lease.

7. Service Animals; tenants are required to present all paper work and certificates on service animal, no pet fee and deposit will be collected and any damages to the unit will be the total responsibility of the tenant(s). A letter requesting reasonable accommodation for the service animal must be added to the paper work. VCA Management will review all paper work and will determinate if the service animal is allowed on property.

I have read and accepted:

TENANT(S):

(Print name) _____ (Date) _____

(Signature) _____

(Print name) _____ (Date) _____

(Signature) _____