

EXHIBIT N – CCH Smoke Free Policies

DRAFT FOR COMMENTS

Policy Statements

CCH Properties have been designated as a smoke-free living environment and tenants, staff, guests, and visitors shall not smoke anywhere on the premises (unit, building, common areas). Smoking is also prohibited in all outdoor areas of the community, unless a specific designated smoke area is provided in the lease addendum.

CCH shall post No Smoking signs at entrances, exits, common areas, hallways, and in conspicuous places adjoining the grounds of their properties.

CCH will post any state or local smoking ordinance as an exception exhibit to the property's Resident Selection Criteria.

Purpose

1. To mitigate the irritation and known health effects caused by secondhand smoke.
2. The maintenance, cleaning, and redecorating costs attributable to smoking.
3. Decrease the increased risk of smoking-related fires to property and personal safety.
4. The higher costs of fire insurance for a non-smoke-free building.
5. To allow CCH staff the opportunity to perform their job duties in an environment that is nonsmoking.

Smoking Definition

The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, water pipe, Electronic Nicotine Delivery System (ENDS), vape, or other tobacco product or similarly lighted product in any manner or in any form.

Tenants Responsibilities

1. Smoking is prohibited within twenty-five (25) of all housing (doors/entrances, windows, and porches) and administrative office building and maintenance facilities.
2. Responsibility for the actions of their household, their guests, and visitors; any tenant, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any CCH facility or unit, or anywhere on the CCH property that is deemed as a nonsmoking area. Visual observation of smoking is not necessary to substantiate a violation of this Smoke-Free Policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within a unit in combination with butts, ashtrays, or other smoking paraphernalia will be considered significant evidence of a policy violation. Two (2) violations will be considered to be a serious violation of the material terms of the lease and will be cause for curable eviction. In addition, tenant, will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.
3. Any deviation from the Smoke-Free Policy by any tenant, a member of their household, or their guest or visitor will be considered a lease violation. A maintenance charge of up to \$250 will be added to the tenant account for each violation of the policy that occurs in the unit, building common areas, or any other non-smoking area on or in the CCH property. Any cigarette butts not properly disposed of may also be cause for a cleaning service charge of up to \$25.
4. No smoking signs will be posted both outside and inside the buildings, offices, and common areas of the CCH property. Tenants will be responsible to inform all their household, family, guests, and visitors that their unit is smoke-free and that their housing may be affected by violators.
5. If the smell of tobacco smoke is report, CCH will see the source of the smoke and appropriate action will be taken. Tenants are encouraged to promptly give Management staff a written statement of any incident where smoke is migrating into the tenant's unit.

Grandfathering

CCH allows tenants living in the community at the time the first Smoke-Free Policy was implemented, who were existing smokers, retain the right to smoke in their leased unit only. As these tenants move-out, the Smoke-Free Policy will become effective for that unit.

Enforcement

If tenants are found to be in violation of the Smoke-Free Policy, the following steps will be taken:

1. First Offense – the first documented occurrence will result in a warning and counseling to include documentation;
2. Second Offense – the second documented occurrence will result in a maintenance charge of up to \$250 to the tenant to cover the cost of fumigating, painting, repairing, and/or correcting damage caused by tobacco smoke.
3. Third Offense – the third documented occurrence will result in Lease termination.

Complaints

Tenants shall inform their guests of the Smoke-Free policy and promptly give CCH a written statement (complaint) of any incident where tobacco smoke is migrating into the tenant's unit from sources outside the tenant's unit; it should be as specific as possible and include the date, approximate time, location, source, and how it is suspected of entering the unit.

Management should respond to drifting smoke complaints within five (5) business days. CCH declares failure to respond to a complaint filed by a tenant shall be treated as equivalent to failure to respond to a request for maintenance.

Disclaimers and Representations

1. CCH's adoption of a smoke-free living environment and the efforts to designate the property as smoke-free, does not make CCH or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. CCH shall take reasonable steps to enforce the smoke-free terms of its House Rules and to make the designated areas of the community smoke-free. CCH is not required to take steps in response to smoking unless CCH knows of said smoking or has been given written notice of said smoking.
2. CCH's adoption of a smoke-free living environment, the efforts to designate the property as smoke-free, does not in any way change the standard of care that CCH would have to a tenant to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. CCH specifically disclaims any implied or express warranties that the building, common areas, or tenant's unit will have any higher or improved air quality standards than any other rental property. CCH cannot and does not warranty or promise that the rental property or common areas will be free from second hand smoke. CCH's ability to police, monitor, or enforce the agreements of this smoke-free policy is dependent in significant part on voluntary compliance by tenants and their guests.
3. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that CCH does not assume any higher duty of care to enforce this smoke-free policy than any other CCH obligation under the lease.