

CWP PROPERTY MANAGEMENT, INC.

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RULES AND REGULATIONS

The following rules and regulations are intended to make your community a nice, livable place to reside. These rules affect everyone, and failure to follow and abide by them by residents, or guests, invitees or employees of residents, can result in the termination of the resident's Agreement to Rent or Lease. These Rules and Regulations supersede the previous Apartment House Rules dated March 1, 2009.

CWP no tiene la responsabilidad de traducir este documento en otro idioma. Los residentes tienen la obligación de entender este documento.

**This is an addendum to and part of the Agreement to Rent or Lease
between Owner and Resident.**

MARCH 1, 2009

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1. Alcoholic Beverages and Substance Abuse

- a. There should be no open containers of alcohol or alcohol consumed outside of the residence. For apartments, this includes all common areas, recreation rooms, laundry rooms, play areas, elevator(s), pool area, parking areas, exercise and sauna areas, and community spaces.
- b. Sale, use or distribution of illegal drugs is prohibited.
- c. Intoxication, disorderly conduct, and excessive noise are not allowed on the premises.
- d. Violation of any of the above by resident, guests, employees or invitees of resident could be grounds for immediate termination of the resident's lease, subsidy and/or occupancy.
- e. Existing law defines nuisance as anything injurious to health. The amendment to CC section 3479 provides that illegal sale of controlled substances is a nuisance. Existing law provides that a Resident who maintains, commits, or permits maintenance or commission of a nuisance on the premises is guilty of unlawful detainer and may be evicted. The amendment to CCP section 1161 specifies that this nuisance includes selling a controlled substance on the premises.

2. Alterations

- a. Prior written consent must be received from Management before any alterations will be allowed to the premises. If alterations are completed without the written consent of the Management, residents will be required to restore the premises to its original condition at their own cost. Alterations include, but are not limited to; painting, contact paper, wallpaper, changing window coverings, removing or altering the contents of the premises.
- b. Fair housing laws specifically allow individuals with a disability to make reasonable modifications by a licensed/insured contractor to rental units at their own expense, as long as they agree to restore the property to its original condition when the tenancy ends. If the modifications will not affect the next resident, however, the owner may not require restoration of the unit by the previous resident.

3. Apartment and/or House Living Conditions

- a. All residences must be kept clean, sanitary and uncluttered at all times to allow easy passage throughout the premises and to keep the premises free from objectionable odors. Flammable materials may not be stored anywhere inside the premises.

- b. Management may require the removal of items, newspapers, trash, etc. that are deemed to be a fire or health hazard. Failure to remove trash, newspapers, or clutter on a regular basis, or failure to remove such items when required by Management may result in violation of the resident's Agreement to Rent or Lease.
- c. Resident shall not add appliances, such as dishwashers, washing machines, dryers, freezers, etc. to the premises without prior written consent from Management.
- d. Resident shall refrain from shaking or hanging clothing, curtains, rugs, cloths and other coverings outside of any window, ledge or balcony.
- e. During your tenancy, if your residence is found to be the originating source of roaches, rodents or other pests, you will be charged for all costs related to extermination.

4. Automobiles, Repairs and Parking

- a. Resident shall not permit any parking space assigned to resident to be used for any purpose other than to park the Resident's automobile, motorcycle, bicycle, truck or van with a rated capacity of $\frac{3}{4}$ ton or less. Residents may not allow other residents to use their assigned space.
- b. All vehicles must be registered, and must display a current DMV registration sticker and license plate. Vehicles must be in an operable condition at all times, and the vehicle and parking spot must be kept in a clean, neat condition. Non-operational vehicles, or vehicles without current DMV registration and license plates must be removed from the premises or they will be subject to towing at the owner's expense. Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under California Vehicle Code 22658 and any applicable local laws and/or ordinances. There will be a 96 hour Notice of Intent to Tow. Storage of non-operational vehicles is not allowed.
- c. Automobile repairs other than basic emergency repairs (such as changing a flat tire or installing a new battery) are not allowed. Any repairs that involve changing fluid are expressly prohibited on the premises. Repairs to vehicles in the parking or common areas are not allowed (this includes changing the oil). For safety reasons, vehicles are not to be left on jacks.
- d. Management reserves the right to remove or dispose of any vehicle that is not registered with Management or is otherwise deemed abandoned. Any vehicle that is parked in the wrong parking space will be subject to towing at the owner's expense with 96 hour Notice. If you are living in a community that mandates parking stickers, management will tow any vehicle that does not have a sticker.
- e. Parking spaces must be maintained properly. The resident is responsible for all oil and/or dirt accumulated because of leaks in vehicles and may be assessed

- charges for damage. Resident must provide a drip pan if deemed necessary by Management.
- f. Management will make an attempt to determine and notify owners of vehicles about to be towed. If management is unable to determine the name and address of the owner of the vehicle, appropriate report will be made to the Department of Justice in Sacramento and a copy will be provided to the storage garage/tow yard where said vehicle will be removed to.
 - g. Any vehicle parked in an assigned/designated stall without authorization may be towed at vehicle owner's expense.
 - h. Campers, trailers, boats, motorcycles and recreational vehicles are prohibited without prior written authorization from Management.
 - i. There will be no double parking, parking in red curb areas, or blocking of pedestrian ramps and dumpsters.
 - j. Visitors may only park in the designated Visitor Parking spaces (if provided).
 - k. Residents in need of assigned handicapped spaces will be provided with parking spaces that meet their needs (if available), but spaces will not be marked as handicapped.
 - l. Residents are responsible for all vehicles belonging to their guests, employees or invitees. The property management agency is not responsible for any damage, vandalism or loss that occurs on the grounds of the premises. All parking is at your own risk.
 - m. Residents must obey all parking signs, speed limits, directional instructions or other posted instructions. Any person driving or moving a vehicle on the premises must hold a current, valid driver's license.
 - n. The speed limit on the property is 5 miles per hour.
 - o. For apartments, car washing is not permitted on the property or with property utilities.
 - p. Vehicles must park front forward. Backing into spaces is not allowed.
 - q. No motorized vehicle will be operated on sidewalks, walkways, driveways, or any pedestrian area.
 - r. Storage of motorized vehicles in backyards, apartments, patios or balconies is not allowed.
 - s. Racing, gunning motors, squealing tires, honking horns and loud radio playing in vehicles is not allowed.
 - t. Violations will be dealt with in the following manner:

- i. 1st offense - Verbal warning and note placed in file.
- ii. 2nd offense - Written warning with a letter to the resident on file.
- iii. 3rd offense - Immediate eviction procedures

5. Balconies / Patios / Decks

- a. Due to damage and the danger of injury from falling objects, no potted plants or similar items shall be placed on balcony railings or on wooden balcony floors. Dead or overgrown plants must be removed. Please use a water catcher under each planter. Any damage to balconies or decks from unauthorized items will be repaired at the expense of resident.
- b. No flammable or recyclable materials, trash cans, bicycles, or BBQ's may be stored on apartment balconies, decks, patios or common areas.
- c. Household furniture is unacceptable patio furniture. Except for outdoor furniture, any and all furniture items to be placed on patios or balconies must have prior written approval from Management.
- d. Balconies shall be maintained in a clean and uncluttered manner. Residents may be required to remove items considered unsightly. No clotheslines or sun drying over patio/balcony walls or window ledges will be allowed.
- e. No tossing of cigarettes, cigars or their butts from balconies, decks or stairways.
- f. Satellite dishes may not be mounted to balcony railings if the dish can be seen above the railing.

6. Barbecues

- a. The use of BBQ's on patios and balconies in apartment complexes is strictly prohibited. If you live in an apartment community that provides BBQ facilities, you are responsible to know and follow all rules regarding its use. If you live in a single family residence, BBQ's are permitted however, you are responsible to know and follow all rules regarding its use.

7. Damage Charges

- a. Damage charges will be calculated by the Management and will not include damages caused by normal wear and tear. Costs are based on actual cost of supplies and labor.
- b. Damage caused by residents or their guests, whether done purposely, accidentally or negligently, will be charged to the resident. Damage, graffiti and other destructive acts will be prosecuted to the full extent of the law and may

lead to the eviction of the resident involved, whether the damage is caused by the resident or by a guest, employee or invitee of the resident.

- c. Full payment for damages will be due in 10 days for charges less than \$200. Payment plans may be arranged for amounts over \$200. Management must approve all payment arrangements in writing.
- d. Paint and window coverings are expected to last three (3) years; floor coverings are expected to last seven (7) years. Premature need for maintenance or replacement upon move-out will be charged against the security deposit on a pro-rated basis.
- e. Screen doors are generally provided as a courtesy by the owner and are not considered part of the inventory. Repairs/replacements/installation are the responsibility of the resident.
- f. Resident will be responsible for carpet and window covering cleaning upon move-out, if not in re-rentable condition. Resident must have the carpets professionally cleaned by a Licensed Vendor upon move-out.

8. Decorating

- a. You may use only small nails or picture hooks to hang items on the walls. NO glue, tape, mollybolts or stick-on picture hooks may be used.
- b. Painting of the units is not allowed without prior written permission from Management.
- c. No change of drapes, blinds or window coverings is allowed without prior written permission from Management. Keep only drapes and blinds in windows – foiling windows is not allowed.
- d. No nails may be put in cabinets or doors.
- e. Installation of roof antennas or satellites is not allowed. Resident has received satellite dish information which is a part of the Agreement to Rent or Lease.
- f. Waterbeds or liquid-filled furniture are allowed only with prior written approval from management, and only under the regulations of California Civil Code Section 1940.5, which requires proper insurance coverage for waterbeds.

9. Garages

- a. Garages are designated for vehicle parking ONLY.
- b. No hazardous or flammable materials are to be stored in a garage.
- c. No household items are to be stored in a garage.
- d. No businesses may be run out of a garage.

- e. No alterations can be made inside a garage without prior written Management approval.
- f. Any items deemed inappropriate or a hazard by Management must be removed by the Resident.

10. Guests

- a. Permission is not required for a 24-hour guest visit.
- b. Guests are welcome, but limited to a seven (7) day stay. This will be in effect as of June 1, 1997. If you have guests who will be staying longer than seven (7) consecutive days, you must obtain written permission from the Management. Guests will not be allowed to come and go on a regular or recurring basis, nor will they be allowed keys to the residence.
- c. Guests must be accompanied by the resident in common areas or pool and may not use the laundry room without prior written permission from Management.
- d. Guests may only park in visitor parking (if provided) or on the street, where permitted.
- e. Residents are responsible for the actions of their guests, employees and invitees, even when not in the company of the guests or invitees. Failure of guests, employees or invitees to follow the rules and regulations of the property may result in a violation of the resident's Agreement to Rent or Lease and result in termination of tenancy.

11. Harassment

- a. CWP follows the guidelines of the Harassment Policy on all properties.

12. Heating

- a. Use of space heaters is prohibited.
- b. In apartment complexes, use of heating or cooking equipment using charcoal, propane, white gas or any flammable material is prohibited.
- c. Keep flammable materials clear of heaters.

13. House and Apartment Rules and Regulations

- a. Any change in the Rules and Regulations will be provided in writing to each resident at least 30 days prior to the implementation of the change.

- b. Any residents who have been issued three (3) complaint and/or nuisance citations, or three (3) pay rent or quit notices, will have their file pulled for review regarding continued residency in the building(s).

14. Housing – Management / Resident - Screening Fees

- a. Existing law allows with certain limits, payment of a security deposit as a condition of renting residential property. The new section would permit Management to charge a non-refundable applicant screening fee of up to \$30 (plus CPI after January 1, 1998), as long as the fee is no more than the Manager's out-of-pocket cost of obtaining a credit report, use of a Resident screening report, or other costs directly related to obtaining the information about the applicant. The Manager must provide to the applicant a copy of any consumer credit report obtained by Management. Management reserves the right to ask for a criminal report if deemed necessary.

15. Inspection

- a. There will be at least one annual inspection for each apartment. Management reserves the right to schedule more frequent inspections for the premises or for an individual resident if circumstances warrant same.
- b. Residents will receive a Notice of Entry at least 24 hours before the inspections. Unless you specifically request an alternate time in writing prior to the inspection, the inspection will take place whether or not you are at home. Management will use a key to enter.
- c. In the case of an emergency health or safety issue, Management will enter a unit to inspect or repair without prior notice.
- d. Prior to vacating, resident must arrange a "walk through" with Management. This can be accomplished only when the unit is completely empty, in daylight, and when Management is on duty. Prior to "move-in" a "walk through" should also be arranged.
- e. Before the "walk through" upon vacating, resident has the option to request an "initial inspection" no earlier than two weeks before the termination of the tenancy, and the right to be present at the inspection. Resident shall have the opportunity during the period following the initial inspection until termination of the tenancy to remedy identified deficiencies, in a manner consistent with the rental agreement, in order to avoid deduction from the security deposit. If a resident desires to schedule an "initial inspection", the resident must notify management in writing no later than three weeks before the termination of the tenancy.

16. Insurance

- a. The buildings on the property are covered by fire and theft insurance. However, we advise all our residents to obtain renter's insurance to protect your personal

property in case of fire or other loss. The resident's personal property is not and cannot be covered by the property's insurance. Also, alternate housing is not provided in case of fire damage. Resident has received the insurance facts information upon move-in.

- b. Fire or major damage caused by resident can be considered grounds for eviction and the resident may be liable for the cost of repairing the damage.

17. Keys / Locks / Lock Outs

- a. Management will only issue one set of keys. The resident must obtain additional keys.
- b. Some apartment communities have keys, which may only be made by the Management Company. In this case, extra keys are charged as follows:

1st key = \$15.00*

2nd key = \$20.00* each

Additional keys = \$25.00* each

***(Or the applicable rate)**

Your Manager will indicate to you upon move-in if this fee policy applies to your community.

- c. Additional locks, alterations, alarm, or replacement locks are prohibited unless prior written permission from Management is obtained.
- d. After hour lockouts are not considered an emergency, and staff is not required to respond to emergency calls for lockouts.
- e. The charge assessed for admission to a unit if a resident is LOCKED OUT, and no new key is provided, is as follows:
 - ◆ No charge during office hours if On-site Resident Manager is available and opens the unit.
 - ◆ \$10.00 during office hours if On-site Resident Manager is not available and the main office must open the unit.
 - ◆ \$10.00 during all non-office hours whether or not the unit has an On-site Resident Manager.
 - ◆ \$50.00 during non-office hours if off-site Manager is needed.
- f. There will be a \$35.00 charge per key to replace keys during office hours. If keys must be replaced during non-office hours the resident is responsible for all applicable charges. If residence has a master lock that does not allow duplication of keys, resident will be responsible for all applicable charges.
- g. If the resident requests a change of locks, there will be a charge for materials and labor. Management will be supplied a key to the unit at that time. If residence has a master lock that does not allow duplication of keys, resident will be responsible for all applicable charges to change locks.

- h. Management will give only adults who have signed the Rental/Lease Agreement and other authorized occupants of the unit admittance. No other persons will be admitted to a residence, apartment community or to a resident's apartment.
- i. Residents may not give their key to anyone, including cleaning and delivery persons. Additional locks, alterations or replacement of locks are prohibited without written consent from Management.
- j. All keys and transmitters must be returned to the Management upon vacating, otherwise resident will be held liable for lock replacement. In the event keys or transmitters are lost, it will be the resident's responsibility to pay for any costs of replacement.

18. Laundry Rooms

- a. Laundry facilities are for the exclusive use of the residents.
- b. Management assumes no responsibility in the use of the laundry equipment.
- c. Restrictions and hours are posted in the laundry room.
- d. Laundry left in the machines after hours may not be collected until the following day (if applicable). Laundry left in the machines longer than one (1) hour during operating hours will result in a written warning.
- e. Dispose of all trash in the proper receptacles, NO household trash. Please remove lint from the machines before and after each use.
- f. Do not use disinfectant (e.g. Lysol), dyes or coloring agents in the machines.
- g. Report all non-functioning machines to Management as soon as possible.

19. Legal

- a. If any legal action or proceeding is brought by either party to enforce part of the Rental Agreement, each party shall be responsible for their own attorney's fees and court costs.
- b. The California Department of Justice, sheriff's departments, police departments serving jurisdiction of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" Telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

20. Litter

- a. Residents shall ensure that papers, cigarette butts, gum, candy wrappers, sunflower or pistachio or peanut shells or any other trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit. Resident shall ensure that garbage is not permitted to accumulate and that it is placed in the trash containers provided for that purpose, on a daily basis.
- b. Trash must be disposed of properly, preferably in tightly tied plastic bags or closed containers.
- c. Trash should be placed completely inside the dumpster and not left in the dumpster area. If the dumpster is full, notify your Manager. Do not send small children to dispose of trash in the dumpster if they are unable to reach high enough to properly dispose of trash.
- d. Do not permit family members to litter. Please inspect the area around your unit for litter. Your cooperation in keeping the premises clean and litter-free is expected and appreciated.
- e. Do not empty ashtrays into the parking lot or dispose of other items in your vehicle by leaving them in the parking area.
- f. Resident shall ensure that large boxes are broken apart before placed in the trash containers. Do not put furniture, batteries or tires in the trash. Please make other arrangements for disposing of such items. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
- g. APARTMENT GARBAGE CHUTES: Moisture proof bags should be used to carry waste to the trash drops on each floor to prevent stains on the carpeting. All garbage should be deposited directly into the garbage chutes, and must be completely contained in sealed bags. Lids should not be slammed when closing. The Management is not responsible for hauling away non-trash items such as old furniture, etc. If you have large, oversized disposable items that do not fit in the chutes, please notify the Manager for assistance. **DO NOT FORCE LARGE ITEMS INTO THE CHUTE.** Resident will be held responsible for any cleanup costs due to garbage bag leaks, breakage, or any noted garbage trails on property.
- h. Residents residing within areas requiring recycling must comply with these mandates by sorting and cleaning recyclable materials and placing them in the appropriate receptacles. Residents will be responsible for disposing of incorrect items which may cause additional charges to be removed from the receptacles.

21. Loitering

- a. Loitering is not permitted. Guests, employees or invitees of the resident may be asked to leave the premises if they are loitering or causing a nuisance.

Trespassers will not be allowed on the premises, and violators will be prosecuted to the full extent of the law.

- c. Residents who encounter threatening situations are encouraged to call 911 immediately, and then to contact the Manager.

22. Maintenance

- a. Resident has an obligation to Management to report, in writing, any needed repairs to the premises. Failure to do so could result in the resident being charged for the repairs, if additional damage occurs due to resident not reporting the needed repair in a timely manner. Notification should be made immediately in an emergency. For residences without a resident manager, repair requests should be mailed or faxed in to the CWP main office. After January 1, 2003 residents may also submit maintenance requests via the CWP website. Just visit www.cwpmgmt.com.
- b. Service requests should not be made to maintenance people or other personnel directly, only through Management, in writing, unless an emergency.
- c. Costs of repairing clearance of stoppages in waste pipes or drains, water pipes, or plumbing fixtures caused by resident negligence or improper usage, is the responsibility of the resident. Payment for corrective action must be paid to Management by the resident on demand. Collection will be enforced as outlined on the Rental Agreement, Paragraph 5.
- d. Resident agrees to pay for the cost of repairs to any window or screen broken during their tenancy unless there is a police report showing non-responsibility of resident. Any payments received will be applied first to any outstanding rents (late charges, legal charges, and resident damages, etc.) and any amount remaining shall then be applied to scheduled rent.

23. Narcotics/Controlled Substance

This is your home. We will always do our part to maintain the residence or complex as a respectable place for you to live. We will not allow Narcotics Activities. Under California Landlord/Tenant law the use of the Premises for the illegal sale of drugs is considered a "serious nuisance" which will result in eviction from the Premises. Be Alert. If you notice what you perceive to be drug activity on the premises, let management know or call police immediately. (Health and safety Code 11571)

What to Watch For:

- a. Someone who approaches you or another resident and is offering the sale of drugs.
- b. Someone who, by his/her activities, appears to be promoting the sale of drugs.

- c. Traffic, Visitors who come and go frequently beyond normal family members, particularly beyond normal visiting hours, etc.

24. Noise and Nuisance

- a. Residents are to be considerate of their neighbors at all times.
- b. Residents shall not make or allow any excessive noise in the unit nor permit any action, which will interfere with the rights, comforts or conveniences of other persons. Residents are requested to keep the volume low in their televisions, stereos, and musical instruments. If it can be heard outside of your residence or through adjoining walls or floors, then it is too loud.
- c. Quiet hours are from 10:00 p.m. to 9:00 a.m. The use of any type of vibrating equipment (beds, chairs, etc.) are also restricted at these times.
- d. Residents are responsible for noise made by their guests, employees or invitees.
- e. Musical instruments cannot be played during quiet hours.
- f. Motorcycles must be started in the street, not in parking areas.
- f. Residents will be notified in writing when a complaint has been registered against them and has been placed in their file. Resident has the right to present their view of the incident. Any response from the resident will also be kept in the file. Multiple complaints can lead to the termination of tenancy.
- g. Residents shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the residence (in common areas, parking areas, or recreation facilities for apartments) which are likely to annoy or disturb other persons. Bikes, skateboards, rollerblades and skates are not to be used within the communities, parking areas, common areas, hallways, elevators or other sections of an apartment community.

25. Occupancy

- a. Only residents whose names are on the lease may live in the residence. The unit is to be the primary residence of the occupants.
- b. Any change in your family size (such as the birth of a child, marriage, divorce, etc.) must be reported to Management. Failure to report a change in family composition or additional occupants may be a violation of the resident's Agreement to Rent or Lease. All additional occupants must be prior approved by Management.
- d. No lateral transfers.

- e. Management's Occupancy Standard policy is as follows **::
- Studio Maximum (2) persons (may be one (1) person if square footage is limited)
 - 1 Bedroom..... Maximum (3) persons
 - 2 Bedrooms..... Maximum (5) persons
 - 3 Bedrooms..... Maximum (6) persons
- ** Management reserves the right to increase or reduce the number of persons if size of unit warrants.**
- f. When a non-adult resident reaches age 18, he/she must request that his/her name be added to the rental agreement as an adult resident. Management will require minors reaching age 18 to complete an application and pay the processing fee.
- g. Management reserves the right to deny tenancy to any new applicant who does not meet qualification criteria. If it comes to the attention of management that an unauthorized person is living in the unit, all individual(s) in the unit will be subject to eviction.
- h. Your rental unit must be used only for residential occupancy. No business enterprise is to be operated without Management's prior written approval and licensing from appropriate government agencies, adequate insurance, etc. It is acknowledged that permission for licensed, insured daycare cannot be denied provided state or local agencies approve.

26. Pesticides

CAUTION – PESTICIDES ARE TOXIC CHEMICALS

- a. Your property MAY use pest control products. Please **ASK** Management if you have any questions.
- b. Civil Code 1940.8 requires landlords to provide each new tenant that occupies the unit with a copy of the notice provided to management by a registered structural pest control company, pursuant to Section 8538 of the Business and Professions Code, if a contract for periodic pest control service has been executed. Please **ASK** Management for your copy of any Notices that may apply to your unit.
- c. For further information you may contact your local Health Department, the Pest Control company, or the County Agricultural Commissioner for regulatory information

27. Pets

- a. Pets are permitted only in those residences and communities allowing pets, with the written permission of Management and all pet rules and regulations must be complied with. If you are found keeping a pet without permission, it will be grounds for removal of the pet and/or evacuation of the resident. All pet agreements, registration cards, health certificates, and pet deposits must be completed before you may bring any pet into the residence. Birds must be caged.
- b. Pet sitting is not allowed.
- c. The resident is financially responsible for all damages and personal injuries related to the pet. Management shall automatically de-flea and deodorize unit upon move-out and charge back the Resident. Resident must have the carpets professionally cleaned by a Licensed Vendor upon move-out.
- d. Guests' pets are not allowed on the premises for any reason.
- e. When complaints are received by the Management about pet violations, the owner of the pet will be asked to attend a conference by the Management to discuss the violations. If in the judgment of the Management, the pet is an annoyance or nuisance to another resident or to the public, the owner may be given written notice to have the pet removed from the premises.
- f. Management reserves the right to refuse any pet that poses a danger to any resident, staff or guest.
- g. Management must meet all pets before approval of the pet is granted.
- h. No aquariums over 10 gallons are allowed. Management mandates insurance coverage and proof evidenced by a certificate of insurance for the Resident file for any aquarium under 10 gallons.
- i. Pets are not permitted outside resident's unit unless restrained by a leash.

28. Pool

- a. Hours: **8:00 a.m. to 10:00 p.m.** Pools and other recreation facilities are primarily for convenience and enjoyment of our residents. Not more than 2 guests are permitted. Resident adult must accompany guests. No food in pool area, no alcoholic beverages, no glass! Please be considerate. Remind guests of our rules. See Pool Rules for details.

29. Privacy

- a. No resident or guest is permitted to infringe upon the rights of other residents. The Management staff will respect your right to privacy within your home at all times except in cases of emergency.

- b. Residents should respect the privacy of staff living on-site. After hours emergency calls should be placed through the emergency number. If there is a threat to health or safety, 911 should be called first. All other business should be conducted during regular business hours.

30. Public/Play Areas

- a. You may use these areas at your own risk.
- b. No littering will be allowed.
- c. These areas are available for residents and their guests. Each resident has an obligation to conduct his/her self in a manner that does not create a nuisance to his/her neighbors. Furnishings should not be removed or relocated from apartments to the public areas with the exception of lawn chairs purchased for that purpose with resident's own funds.
- d. Alcoholic beverages are not allowed in the public areas.

31. Rent Payment

- a. All rents will be due and payable on or before the **FIRST DAY OF THE MONTH. NO CASH WILL BE ACCEPTED.** Only one (1) check will be accepted for rent from each unit.
- b. Any check returned by the bank unpaid must be redeemed immediately by certified check or money order. Checks returned by the bank are subject to a "returned check" charge. Returned checks will not be re-deposited. Bank fees will be charged to the resident, and late fees will be charged if appropriate. After the receipt of one returned check by any household, all future rent payments must be made in the form of cashier's check or money order. Resident is hereby advised that, pursuant to Civil Code Section 1719, If any check is returned by Resident's bank, Resident may be liable to the payee for the amount of the check plus damages equal to treble that amount, which damages shall not be less than one hundred dollars (\$100) nor more than one thousand five hundred dollars (\$1500).
- c. Rents will be considered late if not paid by the close of business on the 3rd day of the month. Rents received after 5:00 p.m. on the 3rd day are subject to a **\$50.00** late charge, or existing late charge fee at the time of the incident. A service charge of **\$25.00** shall be billed to Resident upon delivery of a Three (3) Day Notice to Pay Rent, a Thirty (30) Day Notice or any other legal notice.
- d. Residents will be required to pay rent on time when absent due to vacations, illness, or any other reason. Payment of rents is to be made in the business office during regular business hours or mailed. Some communities have a drop slot in the complex office for your convenience.

- e. Any payments received will be applied first to any outstanding unpaid rents, non-sufficient fund charges, late charges, utilities, tenant damages, service charges, etc. Any amount remaining shall then be applied to current rent due. If scheduled rent is not paid in its entirety by the third of the month, late charges will be applied and a possible three-day notice incurred.
- f. SECURITY DEPOSITS MAY NOT BE USED FOR THE PAYMENT OF RENT AT ANY TIME, WHICH ALSO INCLUDES THE LAST MONTHS RENT.

32. Safety

- a. **Security is the responsibility of each Resident and each guest.** Owner/Agent assumes NO responsibility or liability, unless otherwise provided by law, for Resident's and guest's for security, or for injury or damages caused by the criminal acts of other persons.
- b. Resident(s) should ensure that all doors are locked during Resident's absence. When leaving for an extended period, resident shall notify Management how long resident will be away. Resident must notify Management if locks become inoperable.
- c. In communities with security gates/entry, please do not let anyone into the community you do not know. When driving in or out of the parking area, drive slowly, making sure the gate/garage door closes and no one walks onto the premises.
- d. Resident should ensure that all appliances are turned off before departing from the premises.
- e. Resident shall refrain from smoking in bed.
- f. Do not overload extension cords or outlets. Check extension cords for wear.
- g. NOTE the nearest fire equipment and nearest fire route to leave the building in case of fire. Also note alternative routes of escape. Remember, do not use elevators in case of fire.

33. Satellite Dish

- a. Resident is to follow satellite dish information provided at move-in.

34. Shopping Carts

- a. The resident must return all shopping carts to the store after use. They are not to be left on the property.

35. Smoking

- a. If you live in an area where there are City or County smoking regulations, be sure to follow all such regulations. CWP Property Management will not monitor

residents or their guests, employees or invitees smoking habits. Violations of City or County ordinances should be reported to the appropriate authority.

- b. Smoking will not be permitted in the offices or community areas, other than clearly marked smoking rooms contained within some buildings. Smoking rooms will be eliminated if laws are enacted which prohibit such areas.
- c. If smoking is allowed in your residence, it is with the understanding that ANY additional cleaning or prep-work needed inside the residence when the resident vacates will be the responsibility of the resident. Smoke damage for which the resident will be responsible for may include, but is not limited to, window coverings, walls, flooring, carpets, countertops, appliances, etc.

36. Smoke Detectors

- a. Every residence has a smoke detector that must be checked monthly by the resident. If the smoke detector is battery operated, it is the responsibility of the resident to check the batteries on a regular basis and replace if necessary. Any malfunctions should be reported to management as soon as possible.
- b. Do not disconnect the smoke detector under any circumstance!
- c. The alarm only sounds inside the residence and does not notify Management or the Fire Department. If a fire occurs, or if you hear another alarm sounding, call the Fire Department, then Management.
- d. Charges assessed by the Fire Department for false alarms or fire pulls by vandals may be charged to the responsible party. Residents will be charged for false alarms pulled by family members, visitors, guests or invitees.

37. Soliciting

- a. Soliciting is not allowed on the property. If solicitors approach you, please inform them of this rule. If they persist, please call Management and the police.

38. Stickers, Decals, Placards

- a. No decals, stickers, placards or other decorative items may be placed on the exterior or doors of the residence or in the windows, without prior written permission from Management.

39. Storage Areas

- a. Residents may only store items in their own residences or storage locker (if provided). Patios, balconies, decks, hallways, driveways, and doorways cannot be used for storage. Storage of items in garage is not permitted.

- b. Any items deemed inappropriate or a hazard by Management must be removed by the resident.
- c. No hazardous or flammable items may be stored in the unit, your storage locker or surrounding area.

40. Subletting

- a. Subletting is not permitted.

41. Supervision of Residents, Guests, and Children

- a. Residents are responsible for the behavior of minors and their guests.
- b. Riding bikes, rollerblading, skateboarding or other riding toys in common areas is not allowed by any resident or guest.
- c. Toys, bikes, etc. may not be left or stored in common areas.
- d. Playing around parked automobiles, in and near elevators, in parking lots and laundry rooms, on roofs or in planted areas is not allowed by any resident or guest.
- e. Writing or marking on the buildings, fences or the sidewalks is not allowed. Persons caught making graffiti will be punished to the full extent of the law. Any damage repair costs will be at the expense of the Resident. Resident will be held accountable for a Guest.
- f. Residents and guests should not play on the lawns when the ground is soft and wet.
- g. Bouncing or throwing balls in the common areas, including carports, is not permitted.
- h. Guests may only park in designated "Visitor or Guest Parking" spaces. If there are no designated parking spaces for guests, the guests may not park anywhere on the property. Residents will be responsible for all towing charges to remove guest's vehicles from the property.

42. Transmitter

- a. When applicable, each resident will be issued an entry key and transmitter for their own use and will not be loaned or given to any other person without **written** authorization from management. Management will notify the Resident of the cost for the entry key and transmitter.
- b. Residents are to keep all gates and entry doors closed.
- c. Residents are not to admit **anyone** unknown to them personally.

- d. Residents are not to assume that the gates will protect them; keep all doors and windows locked.
- e. Residents should not duplicate gate or entry keys. If management discovers that a gate or entry key has been duplicated, the building will be re-keyed and **the resident will be charged for the service.**
- f. Resident agrees to operate transmitter as intended and in a safe manner. Resident further agrees to supply his/her own batteries as needed.
- g. Resident agrees to return the gate transmitter(s) upon termination of parking reservations or upon termination of tenancy, **in good working condition.**
- h. Resident agrees to be responsible for the use and condition of the transmitter while in resident's possession and **agrees to pay for any loss, damage, defect or malfunction repair which may result from abuse, neglect, theft or accident of same.** Resident also **agrees to replace the transmitter if repair is not feasible.**
- i. The Management does not provide service of a doorman. Each resident is responsible for his/her own guests, and should not open the gate or entry door for guests of other residents.

43. Vandalism

- a. Vandalism to your unit will be considered your responsibility unless the responsible party can be positively identified.
- b. Residents must report acts of vandalism as well as the address and the description of the person(s) involved to the Office or Management, and to local authorities (police, etc.).
- c. In cases where acts of violence occur, legal action will be taken, residents will be charged for the repair to property and there will be a review of tenancy.
- d. Call 911 immediately and then contact Management to report acts of vandalism.

44. Walkways / Entryway / Elevators

- a. Residents must keep walkways, entryways, carports, garages, and entry doors clean in the immediate area of the unit. No personal items are allowed in the front area of an apartment, townhouse or multi-plex unit.
- b. Entry areas, hallways, elevators and other common areas must be kept clear of bikes, strollers, skateboards, rollerblades, grocery carts, or any other items which may interfere with passage.
- d. No signs may be posted in these areas, on the doors, or in the windows.

- d. Elevators are for your convenience and care should be taken not to damage or misuse them. No one should play in or near elevators.

45. Weapons

- a. No one is permitted to bring explosives, guns, ammunition, BB guns, air rifles or any other firearms onto the premises. To do so violates your rental agreement/lease and you risk the possibility of eviction.

46. Yards

- a. No clotheslines may be hung in the yard without prior written approval from Management.
- b. Gardening is not allowed in areas maintained by an apartment community or management association. You may not cut, trim or prune any plantings that are maintained by the community, nor can any plant material be removed without prior written consent of the Management. Community irrigation systems or sprinklers may be not be diverted in order to maintain personal garden areas.
- c. All private patio areas are to be maintained by resident unless otherwise advised by Management.
- d. No trampling of shrubbery or landscaped areas.