



## Rules and Regulations

These rules and regulations have been adopted to secure your comfort and safety, while maintaining a quality living environment. The policies and rules contained herein may be modified and new policies and rules adopted by Landlord or Agent, and shall become effective on the date they bear, or thirty days after delivery of a copy of the amendment, or amended rules, to Tenant, whichever is later. If we find you to not be in compliance with these rules and regulations, you face up to a **\$250** fine for each occurrence, unless otherwise specified somewhere else in this Agreement. Tenant also agrees to pay \$20, upon demand, for each letter to Tenant from Landlord regarding any and all infractions of the rental agreement and the terms of this document.

### I. SANITATION AND GARBAGE

- A. Tenant shall maintain the unit rented to him clean and free of accumulations of garbage and rubbish at all times.
- B. Garbage and rubbish shall be disposed of in containers designated for the purpose. Large boxes and containers shall be broken down so as not to consume too much space in the garbage containers.
- C. No hazardous substances may be disposed of in the garbage containers, but must be disposed of as required by applicable health and safety regulations and codes.

### II. CONDUCT IN PREMISES AND COMMON AREAS

- A. No clothing, curtains or other items shall be hung from balconies or out of windows.
- B. No items of furniture shall be placed in common areas except when actually in use, and in no event shall such items be placed in such a way that they block or in any way impede passage of others.
- C. All furniture must be kept in Tenant's unit except when actually in use elsewhere. If Tenant's unit is rented with a private patio or balcony, patio furniture may be permanently placed thereon with the prior written consent of Landlord or Agent, provided the same is properly maintained and does not, in the sole judgment of Landlord or Agent, become an eyesore.
- D. Tenant shall refrain from creating or permitting his guests or invitees to create, any noise or sounds in his rental unit or common areas that is disturbing to other residents or neighbors during the hours of 9PM to 9AM.
- E. Tenant shall refrain from playing any musical instrument, radio, music system, entertainment system, or television set at a volume that causes disturbance to other residents.
- F. Tenant shall refrain, and ensure his guests and invitees refrain, from any conduct that a reasonable person would deem likely to annoy or disturb other residents, while in the rental unit it, or the common areas and parking facilities.

### III. USE OF THE PREMISES AND COMMON AREAS

- A. Tenant is responsible for keeping his rental unit secure. Except to the extent provided by law, Landlord or Agent is not responsible for the illegal acts of others, including burglary or theft.
- B. Landlord or Agent does not provide insurance coverage. Tenant is solely responsible for securing such insurance, including insuring the contents of his unit, as he deems prudent.
- C. During absences by Tenant, Landlord and Agent will provide access to no other persons, known to Tenant and Landlord or not, unless expressly requested to do so by Tenant in writing. This shall not constitute any undertaking by, or confer any duty upon, Landlord or Agent to provide such access at any particular time.



- D. Tenant shall immediately notify Landlord or Agent if any door or window lock or bar in his unit becomes unserviceable.
- E. Tenant shall not use or store gasoline, cleaning solvents, or other combustible substances in the rental unit, or any parking or storage spaces provided in connection with his occupancy of the unit.
- F. Tenant shall not store possessions next to heater, stove, or other gas appliances.
- G. Tenant shall not use barbecues, grills, or other outdoor cooking equipment indoors, or use them outdoors in such a way as to create a fire hazard or substantial risk of damage to the rental unit or common areas. They should only be used in the common areas, away from buildings and overhangs.
- H. No bicycles or play equipment, children's toys, skateboards, or other personal belongings shall be left in the common areas unattended.
- I. No bicycle or skateboard ramps, pools, hot tubs, trampolines, etc. shall be allowed on premises without Landlord's written consent.
- J. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant or Tenant's family on any part of the outside or inside of the demised premises or the building without prior written consent of the property owner.
- K. Tenant shall comply with any requirement imposed on Tenant by Landlord's and/or Owner's insurer to avoid: (i) an increase in Landlord's and/or Owner's insurance premium, or tenant shall pay for the increase in premium; or (ii) loss of insurance.

#### IV. MAINTENANCE AND ALTERATIONS

- A. Tenant shall notify Landlord or Agent of any necessary repairs to the premises as soon after the discovery thereof as possible. Tenant shall not make maintenance requests of maintenance personnel or workmen. Tenant is responsible for all damage cause due to non-notification of Landlord.
- B. Tenant shall make no modifications or alterations to the rental unit without the prior written consent of Landlord or Agent. Decorations shall be installed in such a way as not to damage the walls, ceilings, floors and carpets. Window coverings shall be restricted to curtains, blinds, and window shades. Under no circumstances shall aluminum or other metal foil, newspapers, or any other such substances be used as a window covering.
- C. Costs of clearing mainline plumbing stoppages, or repairing damage to the rental unit or appliances supplied therewith, which are the result of negligence or misuse by Tenant shall be charged to Tenant and be payable upon demand.
- D. Premises are equipped with one or more smoke detection devices (smoke detectors). The Tenant acknowledges the operation of the detectors was explained. Tenant agrees to perform the manufacturer's test at least once each week to determine if all detectors are working properly. If the detectors are battery operated, each Tenant shall ensure that the battery is in operating condition at all times and replace the battery as needed. **If a smoke detector battery is found to be faulty, or missing during any inspection or maintenance call, Landlord, or their agent will replace battery and Tenant shall pay a minimum battery replacement service call fee of \$45.** If after replacing the battery, any detector does not work, Tenant agrees to inform Landlord, or authorized agent, in writing of any defect, malfunction, or failure of any detector. If local law requires the Landlord to test the smoke detector, the Tenant agrees to allow the Landlord or his agent access to the premises for that purpose.
- E. Before occupancy of the Residence, all light bulbs will be installed and in good working order. Thereafter, Tenants are required to provide and change all bulbs within their Residence or switch controlled from their Residence at their own expense. Based on age of building, light



bulbs over 60 watts may not be appropriate. The light bulbs on the porches and balconies are put there for safety purposes. If they are unscrewed, removed, or replaced with an off-color bulb, it will be replaced and Tenants will be charged.

- F. If this Residence is a smoke free Residence, as determined in the main body of the rental agreement, Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. If Landlord or Agent determines that Tenant or their guests have smoked inside Residence, Tenant will receive an infraction in writing. Tenant agrees to pay a fine of up to **\$500**, upon demand, for each infraction of this paragraph noted by Landlord or Agent. In addition to this fine, Tenant agrees to pay for the repair and remediation of any and all smoking damage.
- G. If Residence has Landlord provided window coverings or window/door screens, Landlord will only maintain or replace these items at Landlord's discretion. Upon written request by Tenant and approval by Landlord, Landlord owned window coverings and window/door screens can be removed should Tenant desire to replace these items at Tenant's expense. If Tenant replaces Landlord owned window coverings and/or screens, Landlord owned window coverings and/or screens must be returned upon Tenant move-out. The same regulations apply to shower doors.
- H. Tenant agrees, upon demand of Landlord or Agent, to temporarily vacate Residence for a reasonable period, to allow for fumigation, or other methods, to control wood destroying pests or organisms, or other repairs to Residence. Tenant agrees to comply with all instructions and requirements necessary to prepare Residence to accommodate pest control, fumigation, or other work, including, but not limited to, bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of rent equal to the prorated rent for the period of time Tenant is required to vacate Residence.
- I. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

#### **V. PARKING AND VEHICLES**

- A. Parking in designated areas only. Should any questions arise, please contact your property manager.
- B. No vehicle may be parked anywhere but in a designated parking space. Visitors must park in designated visitor spots. No disabled or unregistered vehicles or vehicles with expired registration shall be parked on the premises, nor may any vehicle be parked in red zones or designated fire lanes. Such vehicles will be towed to a storage yard at the vehicle owner's expense.
- C. Parking spaces may not be used for storage.
- D. No changing of oil or other vehicle fluids, installation of oil or other vehicle fluids, or vehicle repairs of any kind or description shall be conducted on the premises, the common areas, parking areas, or driveways.
- E. Trailers or recreational vehicles cannot be kept on premises without written consent from Landlord or Agent.
- F. Oil deposits from vehicles belonging to Tenants, or Tenant's invitees, are to be cleaned up by Tenant. If Tenant does not keep the driveway/garage/grounds clean from excessive oil, Landlord or Agent will bill Tenant for the cost of cleaning, due upon bill submittal.

#### **VI. TENANT'S OBLIGATIONS UPON VACATING PREMISES**

- A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below,

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to Landlord in the same condition as referenced in lease; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)

- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. Right to Pre-Move-Out Inspection and Repairs as follows: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NIT), on or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provides copies of receipts and statements to Landlord prior to termination. Paragraph C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
- D. Tenant is financially responsible for loss of rents during repair/scheduling time as a result of tenant caused damages
- E. To ensure tenant safety, all external entry locks are changed upon vacating the property. Tenant agrees to pay for replacement of all external entry locks and acknowledges fee will be deducted from Tenant's security deposit.
- F. Tenant agrees to pay for carpet cleaning upon departure, and/or as landlord deems necessary with periodic inspections. Cleaning to be scheduled by Landlord or agent.