APARTMENT RULES AND REGULATIONS AN ADDENDUM TO YOUR APARTMENT LEASE AGREEMENT



The Apartment Rules and Regulations are, like all basic rules between good neighbors, based on common senses and courtesy. These rules help to maintain the proper operation and appearance of this property, and provide you and your fellow residents with the comfort and convenience that you expect in your home environment. We hope that you will feel that compliance with these rules will accomplish our mutual objectives.

Read the rules carefully, they are part of your lease.

A. APARTMENTS

- 1. Resident shall not make or permit any disturbing noise in his/ her apartment or anywhere on the premises. Resident is responsible for the actions of guests. Radio, television, stereos, musical instruments, etc., shall not be played in any manner that will disturb other residents, with particular emphasis between the hours of <u>10:00 p.m.</u> and <u>8:00 a.m.</u>
- 2. All doors must be closed and properly locked during absence of Resident. The Management is not responsible for the lost or missing items. If you are locked out of your apartment during business hours, contact the Business Office, and with proper identification, you will be admitted. <u>No one will be admitted who is not a party of the lease.</u>
- 3. No personal property of any kind is permitted to be left in any of the public areas, and Resident shall not hang towels, laundry, clothing or anything else on patios, balconies or windowsills. Management shall not be responsible for any loss of personal property of any kind left public areas. Also, shaking of rugs or dust mops from balconies or windows is not permitted. Resident shall not place or store boxes, trash or other items outside their apartment doors, patios or balconies.
- 4. Adhesive tape picture hangers are not permitted –nail-on hangers are permitted.
- 5. No antennas or outside wire shall be installed unless otherwise provided by the Lease Agreement. Residents or guests are not permitted on roofs of buildings at any time.
- 6. Report any maintenance needs to Business Office, especially when delay might cause further damage. Expense of damage to plumbing and electrical apparatus, stopped up waste, drainage overflow, repairing of burned sections, and repair of windows, drapes and walls will be charged to the Resident if caused by misuse.
- 7. Do not feed bones, grease, pasta, rice, celery, corn-husks, artichoke leaves, cigarettes or other hard objects into the garbage disposal, and also, please run a full stream of cold water while using the disposal and for a few minutes afterwards.
- 8. No objects of any kind are to be placed on or affixed to the windows or doors where they are visible from the exterior of the building, nor to the outside of apartment doors. Such objects include, but are not limited to, non-white curtains and drapes, posters, flags, signs, stickers, decals and tinfoil.
- 9. Light bulbs within the apartment must be replaced by Resident.
- 10. No bicycles or motorcycles are to be stored on patios, balconies, in apartments, under stairways or in any other area except as designated by Management.
- 11. Use of aluminum foil on stove burners, drip pans, ovens and broilers is prohibited due to fire and electrical shock hazards.

B. GENERAL

- 1. Laundry facilities are available only during posted hours. Residents are expected to clean up after themselves.
- 2. Management is not responsible for cloths left in laundry room.
- 3. No one (other than the Management, as provided in the Lease Agreement) will be permitted access to your apartment by the management unless your prior written authorization is given. The Management or its representatives cannot accept or sign for a delivery without your authorization in writing.

HOLD HARMLESS CLAUSE

In the event of Resident's absence from the premises, Resident hereby instructs and authorizes Agent to accept and/or sign for packages, parcels and other types of mail delivered to the premises for the benefit of the Resident. In exchange and as consideration for this mail service, Resident, his and/or her heirs, successors and assigners, do hereby mutually and severally fully indemnify and hold harmless Agent and owner and any and all of their present and past officers, directors, agents and employees, from any and all claims, causes of action, liabilities (including reasonable attorneys' fees) costs, expenses and losses of every kind, nature and description, anticipated or unanticipated, known or unknown, express or implied, oral or written, and regardless of whether now in existence or arising at any time in the future, in any way connected with, or arising out of, the receipt and storage of said packages and parcels.

- 4. We urge all Residents to help keep unauthorized persons off the premises. Discourage and report all door-todoor soliciting and unauthorized use of facilities.
- 5. Move outs must be completed prior to closing hour of Business Office. Rent Continues until keys are returned.
- 6. Posted hours must be observed for recreation facilities.

7. Residents shall not use in any wasteful or unreasonable or hazardous manner any of the utilities furnished by Management, nor keep or maintain any mechanical, electrical or other appliance or device operated by said utilities, except herein listed and specifically approved by Management.

C. MISCELLANEOUS

- 1. Residents are not permitted to play in laundry rooms, public balconies or stairways. In addition, Residents who allow anyone to play in or on their apartment balconies or patios do so at their own risk.
- 2. Damage to property or landscaping by Resident or Guests will be the financial responsibility of Resident.
- 3. Supervision by Residents: Adult residents shall be solely responsible to see that all occupants, guests and visitors obey Management's rules and regulations, and the terms and conditions of the apartment lease.
- 4. Common Facilities. No person under the age of fourteen (14) shall be permitted in the health club for health and safety reasons.
- 5. Swimming pools will be used by Residents as designated and posted by Management.
- 6. Use of swimming pool(s) and spa by any person under the age of fourteen (14) requires immediate and supervision by an adult Resident. <u>Management does not provide pool supervision</u>.
- 7. Playing by anyone in the public areas, stairways, hallways, and walkway used for ingress and egress to and from the apartment complex, and the use of their toys in those designated areas, including but not limited to bicycles, big wheels, etc., are prohibited except as allowed in areas specified by Management.
- 8. Miscellaneous: Management shall deem all items left in any common area abandoned and subject to disposal.
- 9. Condition of Premises: Resident has inspected the premises and common areas and upon taking possession knows their condition, including but not limited to lakes, streams, swimming pools, parking areas, balconies, and recreation areas. Resident accepts them in such condition, agreeing that no statement or representation as to condition has been made by Management, and any Resident who allows his or occupants and guests or visitors to play in these areas does so at his or her own expense or risk. Each Resident is exclusively responsible for the health, safety and welfare of residents and resident's guests. As such, residents hereby release and hold harmless the owner and/or owner's agent(s) for any and all damages and liability arising out of any death or injury to resident or resident's guests in the absence of any negligence as to the condition of the premises or intentional acts on the part of the owner and/or owner's agent. Management shall have no liability to make any repairs nor shall the rights of Resident to make said repairs accrue, except in an emergency, unless the Resident has given written notice to management, and Management has had a reasonable time to remedy said condition, which it may be obligated to make.
- 10. All plants are to be securely placed so they will not fall; no planter is allowed on railing at any time. Plants on the balconies Patios are prohibited without "catch-basins" for water run off. Care will be taken when watering plants so water will not flow down onto patio of downstairs neighbor.
- 11. Residents shall be responsible for the supervision and control of all occupants residing with them on the premises, or visiting
- occupants at the apartment community. Everyone must obey these rules and regulations.
- 12. Violation of this provision shall constitute grounds for immediate termination of this apartment lease pursuant to Paragraph 14 of the Lease Agreement.

D. GUESTS

- 1. No persons will be permitted to occupy the premises for more than seven (7) consecutive days unless he/she is registered at the Business Office. Guests must be accompanied by the Resident under all circumstances, and in no event shall any such guest be allowed to occupy the premises for a longer than fourteen (14) consecutive days.
- 2. Residents assume full responsibility for the actions of their guests and agree to assume all financial Responsibility for any damage to premises, furnishings or landscaping by Residents or their Guests.
- 3. Guest parking is allowed only where designated by Management.
- 4. The number of guests may be limited by Management.

E. PARKING

- 1. Residents shall use the only parking space assigned by the Business Office. Cars must not be backed into the Stall, and no storage may be kept in carport, except in your designated storage locker. Any vehicle parked in an unauthorized space is subject to tow away at vehicle Owner's expense. Residents should advise their guests on the proper place to park. Motorcycles must be parked in Resident's assigned carport.
- 2. Management is not responsible for the theft or damage to cars or other vehicles while on the premises.
- 3. No repairs of any motor vehicle, including changing oil, will be allowed at any time. Wash cars in designated areas only.
- 4. Any vehicle that is not operated for more than fourteen (14) consecutive days.
- 5. Cost of removal of excess oil leakage from parking spaces will be charged to responsible Resident.

6. Vehicle Storage Clause: No Boats, trailers, house trailers, recreational vehicles, vans, trucks and similar type vehicles larger than one-half ton capacity shall be parked or stored in or about the premises.

EXECUTED On:	_at Bay Point, California.	
AGENT:	RESIDENT(s):	
Agent	Signature	Date
Date	Signature	Date