HOUSE RULES AND REGULATIONS

Resident agrees to abide by all written rules now in effect and as such rules may be amended. Such rules are incorporated herein as part of the terms, covenants and conditions of the Lease. In the event of revision of such rules, Resident will be notified by the posting of such revised rules in the office of the manager. These rules, adopted by Lessor, are for the well being of all residents and guests. Lessor, or its agents, reserves the right to take any steps necessary to enforce such rules and regulations. Repeated violations of the following rules will be grounds for termination of the Lease.

NOISE: This community has a very strict noise control policy, consequently the rules governing the rules are as follows:
1. The first time a noise complaint is received about your unit, you will be given a warning letter and required to meet with onsite management.
2. The second noise complaint will result in a lease violation notice, a $25 fine per Resident, a required to meet with onsite management, to discuss termination of lease and potential eviction procedures.
3. The 3rd noise complaint will result in eviction procedures. Sound generating equipment should be operated so that it does not disturb others. This equipment is to include (but is not limited to) stereos, televisions and motor vehicles. Vocal or instrumental music, typing, pounding or other noise is prohibited if the sound penetrates into other units. Loud noises, running on stairs and slamming of doors are prohibited. These rules are in effect at all hours, however, the hours of 10:00 p.m. to 9:00 a.m. are considered quiet hours when any noise may be particularly disturbing to others.

ALCOHOL: Consumption of alcohol must be in compliance with all federal, state and local laws. No alcohol containers are permitted on the Premises, which are larger than one gallon. Consumption of alcohol is prohibited in all common amenities and interior hallways. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.

HOUSEKEEPING: Resident is responsible for maintaining cleanliness on inside the Premises and the patio area as well as entryway. House cleaning that might disturb others should be done during normal waking hours: 9:00 a.m. to 10:00 p.m.; house cleaning may include, but is not limited to, vacuuming and operating other major appliances such as dishwasher, washer or dryer. Resident may not store garbage or items not intended for exterior exposure on patio and the entryways are not for the purpose of storage.

Residents must dispose of all trash in designated trash areas in the Apartment Community. Do not leave trash around the outside of your Apartment or around the Apartment Community. Lessor will impose a reasonable fine for the violation of this provision as well as any littering by Resident or Residents guests.

INTERNET: Resident acknowledges that if a network is provided that the network is a shared network. The Provider and Lessor does not edit, censor, review or take responsibility for any information Resident or Residents Guests may create, place on the internet, or view. Resident may not use the shared network to engage in any criminal/illegal unauthorized activity. Such violation constitutes a default of the Resident of this Lease. Resident shall not attempt to degrade the performance of the network or hamper the ability for other to use the network. Resident’s use of the internet is at your sole risk and Lessor is not responsible for Residents equipment, programs, or software. Lessor is not responsible for any outages due to natural causes or third party damages.

MAINTENANCE OF PROPERTY EXTERIOR: Lessor agrees to: A) regularly clean all common areas of the property; B) maintain the common areas and facilities in a safe condition; C) maintain all equipment and appliances in safe and working order; D) make necessary repairs with reasonable promptness; E) maintain exterior lighting in good working order; F) provide extermination services as necessary; G) maintain grounds and shrubs.

PLUMBING: ALL PLUMBING STOPPAGE CAUSED BY THE RESIDENT IS THE RESPONSIBILITY OF THE RESIDENT. Put grease drippings and large amounts of food items in a container and deposit in the trash bin. The “Insinkerator” in the kitchen sink is not a “garbage” disposal; rather it is an aid to the disposition of small food particles. Do not put fibrous or solid items in the Insinkerator. Do not put unsuitable items in toilets. Unsuitable include but are not limited to: sanitary napkins, diapers, matches, cotton swabs or coarse paper.

DAMAGE: Resident will be required to pay for all damage to the Premises or Community caused by the Resident or their guests’ negligence or willful conduct or misconduct. Resident shall pay the cost of all repairs and do so within 3 days after receipt of Lessor’s demand for the repair charges.

VEHICLES: Repairs of any kind to vehicles are not permitted in the Community, including carpors and garages. Washing vehicles is not permitted in the Community except if there are areas designated by Lessor. Vehicles leaking or dripping oils of any kind are prohibited in the Community. Resident is responsible for the cleanup of any area damaged by oil from their own or their guest’s vehicles. Storage of vehicles is prohibited in the Community and will be subject to tow away at Lessor’s expense. Storage to include, but not limited to, vehicles not currently licensed, vehicles not in use for a period not to exceed 72 hours or a vehicle not maintained in operable condition.

VEHICLE PARKING: In the event that Resident or any of Resident’s guest park a vehicle in a reserved covered carport space or assigned garage, other than that assigned to Resident, or park in an undesignedated parking space, the improperly parked vehicle may be towed WITHOUT NOTIFICATION, at the vehicle Lessor’s expense. It is Resident’s responsibility to monitor and control Resident’s parking spaces for their purposes. It is Resident’s responsibility to notify their guests of the parking policy.

☐ PARKING PERMITS ARE REQUIRED AT Palazzo at Campus Pointe. Resident is permitted to park only 1 vehicle with issued parking permit within the gated community. Residents who have more than 1 vehicle will be required to park their additional vehicles out of the complex.

- Management reserves the right to immediately remove/tow any vehicle parked in a fire lane or any other assigned or non-assigned space. Never block the fire lanes or driveways, slow traffic flow within the community, or park in a space reserved for another resident.
- Guest parking is for short term parking of resident guests only (less than 24 hours).
• Do not park in a handicap space without proper identification or valid placards.
• Management reserves the right at all times to remove vehicles from said property as provided by law without liability.
• Lessee is liable for any and all damage caused by Lessee’s carelessness or negligent driving, which may result in damage to the parking garage or covered parking area, including gates and fences, or to any other vehicle in parking garage or covered parking area.

SECURITY: Residents and guests are responsible for their own safety. Every Resident is expected to assist in crime prevention. The Lessor Parties make no warranty as to the provision for security of Residents or guests.

1. RESIDENT’S RESPONSIBILITY FOR SECURITY:
Resident acknowledges that Lessor has not made any representations, either written or oral, concerning the safety of the Community in which the Premises is located or the effectiveness or operability of any security devices or measures on the Premises or Community.

2. No Warranty or Guarantee: Resident acknowledges that Lessor neither warrants nor guarantees the safety or security of Resident or Resident’s guest (s) or invitee (s) against any criminal or wrongful acts of third parties. Each Resident and their guest (s) or Invitee (s) are responsible for protecting his or her own person and property. Lessor is not liable to Resident, Roommates, or respective guests for any damage, injury, or loss to person or property caused by other persons, including but not limited to, theft, burglary, assault, vandalism, or other crimes. Lessor cannot assume responsibility for the criminal actions of third parties. There is no guarantee that any effort by Lessor will in any way increase Resident’s personal security or the safety of Resident’s family or guest (s) or Resident’s belongings. Lessor represents and Resident acknowledges that Lessor is not equipped or trained to provide personal security services to Resident, Roommates, or their respective guests. Resident acknowledges that Resident and local law enforcement agencies are responsible for Resident’s security and the security of all guests.

3. No Reliance on Security Devices or Measures: Residents acknowledges that security devices or measures, including but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Resident acknowledges that Resident should not rely on such devices or measures and should take steps to protect Resident and Resident’s existing property as if these devices or measures did not exist. Resident agrees to immediately notify Lessor of any malfunctions involving locks, doors, windows, latches, and smoke detectors. Resident is responsible for the proper operation and regular testing of all devices in the Premises, including but not limited to, alarms and smoke detectors. Resident is responsible for supplying electrical current to devices, including replacing the batteries if applicable. Resident agrees Resident will not disable, disconnect, alter or remove the smoke detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screens, or latches. Any charges resulting from the use of the intrusion alarm will be charged to Resident, including but not limited to, false alarms with police, fire, or ambulance response, and required city permits or charges. In the event Resident chooses to have the intrusion alarm monitored, Resident must make arrangements with an independent company to activate and maintain the alarm system. In such case, Resident must provide Lessor with the alarm code and any special instructions for lawful entry into the Unit when no one is there.

4. In the event an off duty police officer or patrol service patrols the Community, the officer and/or patrol service is not equipped to provide personal security to residents or their guests or occupants of any unit. Someone with criminal intent can circumvent any procedure used by the officer and/or patrol service and commit a crime in the Community. In the event cameras have been placed in the Community or Amenities, these cameras are not manned on a 24 hour basis and are not designed to provide personal security services for anyone. In the event access gates are present in the Community, Resident agrees to follow all instructions and rules regarding the use of the gates including but not limited to approaching the gates slowly with caution; not stopping where the gate can hit Resident’s vehicle; not following or piggybacking another vehicle into an open gate; not forcing the gates open; not giving Resident’s code, card, or remote to anyone else; not tampering with the gates. Lessor has no duty to maintain the gates or fencing. Residents are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency.

5. Security Guidelines: There are many crime prevention tips readily available from police departments and other sources. Residents are encouraged to use these and other common sense tips.

  6. Always report emergencies to local authorities first and then contact Lessor, including suspicious activity.
  7. Know neighbors and watch out for each other.
  8. Always be aware of surroundings and avoid areas that are not well-traveled or well-lit.
  9. Keep keys handy when walking to a car or home.
10. Do not go inside if the door is open upon arriving home. Call the police before entering. Make sure door locks, window latches, and sliding glass doors are properly secured at all times.
11. Do not put identification, such as name or address, on key rings or hide extra keys under the door mat or flower pot. If keys are lost or concerns about safety exist, contact the office for rekeying.
12. Do not open the door to a stranger.
13. Check security devices and detection devices once a month to make sure they are working properly. Tell someone of plans of departure, whereabouts, and plans to return.
14. Lock doors and windows and leave a radio or TV playing softly while gone. Stop deliveries of newspapers or mail when gone for an extended period.
15. Know at least two exit routes from the Premises, if possible.
16. Do not give keys, codes, access cards, or gate remotes to anyone.
17. Always lock car doors, even while driving. Hide valuables and park vehicles in a well-lit area. Check the backseat before entering the car.

LOCK-OUT POLICY: Residents are responsible for maintaining access to their Premises. In the event the Resident loses, misplaces
The riding of bikes, Rollerblades, skates, skateboards, or scooters is not permitted within our community, hallways, stairwells, sidewalks, curbs, or any of the amenities. Resident is responsible for their household members and guests. Resident will be held accountable for any and all damage caused by their actions to the Premises, including repainting of the curbs, willful destruction to the landscape, building exteriors and interiors, and to all amenity areas. Additionally, resident will be held responsible for any damage caused to personal property of other residents or their guests as well as any injuries caused to you, your household members, other residents, or a guest due to your violation of this rule.

Residents and guests swim and use the amenity areas at their own risk and must comply with the following regulations:

NOTE: There is NO lifeguard present on or duty!
- Beverages are permitted only around the pool area, and then only in plastic containers.
- No alcohol or food of any kind.
- No glass of any kind
- Guests are limited to two (2) per unit and must be accompanied by the Resident at all times.
- No resident or guest under 18 years of age allowed in the indoor athletic facilities.
- No pets allowed.

CRIME/DRUG FREE HOUSING:
In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Lessor and Resident agree as follows:

USE OF PATIO/BALCONIES/WINDOWS:
It is hereby agreed between Lessor and Resident(s) as follows:
- As there is a fence surrounding the patio or balcony area of the leased Premises, the placing or storage of any items, or hanging of clothing on the patio or balcony area, would seriously detract from the appearance of the complex and therefore is prohibited.
- Violation of the above provisions shall be material violation of the lease and good cause for termination of tenancy. A single violation may be deemed a serious violation and a material noncurable, breach of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

USE OF PATIO/BALCONIES/WINDOWS:
- No running, pushing, shoving and/or rough housing.
- No music equipment allowed unless earphones are used.
- The pool is open for swimming with hours posted.
- Swimmers must wear proper swimming attire, specifically designed for swimming.
- Cut-offs, T-shirts or undergarments are examples of improper swimming attire. NO diapers.
- All swimmers and spa users 14 years of age or under must be accompanied by an adult.

CRIME/DRUG FREE HOUSING:
- No smoking in common areas.
- No alcohol or food of any kind.
- No music equipment allowed unless earphones are used.
- The pool is open for swimming with hours posted.
- Swimmers must wear proper swimming attire, specifically designed for swimming.
- Cut-offs, T-shirts or undergarments are examples of improper swimming attire. NO diapers.
- All swimmers and spa users 14 years of age or under must be accompanied by an adult.

CRIME/DRUG FREE HOUSING:

AMENITY AREA GUIDELINES:
Community amenities may include but are not limited to:
- Pool(s), Spa(s), Fitness Centers, Racquetball Court(s), Clubhouse, Playground, and Sauna. No persons under the age of fourteen (14) will be allowed to use any of the recreational areas at ANY time, unless accompanied by an adult. The following rules and regulations are designed to maximize Resident enjoyment of the amenity provided in the Community. Residents are cautioned regarding safety in the use of the amenities and need to be aware of the hazards, which may result from negligent behavior. The Lessor Parties make no warranty regarding safety in the use of the amenities by Residents. Amenity hours are posted at each site. No food, drinks (including but not limited to alcoholic beverages) or smoking are allowed in any indoor amenity area. Failure to adhere strictly to the rules and regulations is acknowledged as grounds for suspension of privileges and possible termination of the tenancy after service of a 3-day Notice to Perform or Quit.

- Gathering of more than 5 persons anywhere in the Community is not permitted at any time.
- Music is not permitted outside of the Premises, or in any of the common areas.
- Common area electrical outlets and water spickets are for management use only. Use of these items by lease holders, residents, or guests is a violation of this lease.
- No smoking in common areas.

Initials _______     ________
• Resident(s) shall not throw cigarette butts off the patio, balcony or anywhere in the Community. Appropriate dispenser for ashes and cigarette butts must be used.

• Resident(s) shall not store trash outside their door areas. Provided trash receptacles must be used.

Initials __________  __________

SMOKE DETECTOR/ALARM:

The Premises is equipped with a smoke detector/alarm. Resident agrees, as further consideration for the rental of the Premises, as follows:

Resident will be responsible for testing the smoke alarm by pushing the “Test” button on the detector for five seconds. It is recommended that Resident dust off and test the detector/alarm weekly. The alarm should sound when the button is pushed. If there is no sound, Resident shall inform Lessor or Authorized Agent immediately in writing.

Resident understands that the smoke detector/alarm is battery operated and agrees that it is the Resident’s responsibility to ensure that the battery is in operating condition at all times. If after replacing the battery, the smoke detector/alarm will not operate, Resident will inform Lessor or Authorized Agent immediately in writing.

CFC1001.6.6
Apparatus, equipment, and appurtenances belonging to or under the supervision and control of the FIRE DEPARTMENT shall not be molested, tampered with, damaged, or otherwise disturbed unless authorized by the chief (includes smoke detectors and fire alarm systems).CFC:1302.3 False alarms shall not be given, signaled, or transmitted or caused by permitted to be given, signaled or transmitted in any manner.

Resident is responsible for ensuring that the smoke detector is in working order at all times. Resident will not remove or disable the smoke detector for any reason. Resident is to notify the appropriate person immediately of any problem with your smoke detector. If any of these code sections are violated, resident may be cited under CFC Section 103.4.4. Violations of these code sections are a misdemeanor punishable by fines of $1000 for each violation or imprisonment in the City or County Jail not exceeding six months or both such imprisonment and fine.

The Fire Department responding to unwanted alarms when no emergency exists may result in the Fire Department not being available to handle a real emergency. All false fire alarms caused by a resident and/or guest will result in any invoices from the Fire Department being billed to the Resident.

To avoid false fire alarms from happening, turn on the exhaust fan above the stove and open the patio door (not the entryway door) to air out the smoke. This will allow the smoke to leave the Premises without setting off the building alarms.

California now requires that all multi-family communities be inspected annually by their City Fire Department for compliance with all Fire and Safety Regulations. They will be looking for:
- bad power cords, overloaded outlets, extension cords, burning candles with no supervision, and power strips with no surge protection or reset buttons, and missing or nonoperational smoke detectors. They will also be testing to see if the Residents know where the nearest fire extinguishers are located. Residents can be fined by the Fire Department if they are not in compliance with any of the above items.

Initials __________  __________

FIRE SAFETY/SAFETY:

1. DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE COMMUNITY. A SIMPLE DEPRESSION OF THE HEAD WILL RESULT IN TOTAL DRAINING OF THE FIRE SUPPRESSION SYSTEM IF IN OUR SOLE JUDGEMENT YOU OR YOUR GUESTS OR FAMILY MEMBERS TAMPERING WITH A DEVICE CASES INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUESTS VIOLATION OF THIS RULE.

2. All grills (gas, charcoal, electric) and smokers are prohibited within the apartment or on the patios/balconies. You are responsible for any injury, loss, or property damage caused by the violation of this rule. If your use of community provided grills or grill areas results in any injury, loss, or property damage.

NO SMOKING – Smoking in your Apartment, either Exclusive space or Common Area, is strictly prohibited and is a violation of this lease.

3. You may not store or repair any gasoline or gas fueled vehicle, motorcycle, boat, moped, or other similar vehicle in any area of the apartment community.

4. Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited.

5. The intentional sounding of any smoke alarm is prohibited unless the intentional sounding of alarm is related to smoke or fire.

6. Immediate call 911 or Campus Police at (559) 278-8400 in the event of fire or life threatening emergency.

7. Candles or any other burning devices are not permitted within the apartment.

8. Storage of any flammable, hazardous, or explosive materials are strictly prohibited.

9. Lessor does not provide first aid supplies or services, nor do we train our employees CPR or first aid. Lessor does not provide on-site emergency medical response.

10. Resident agrees that Lessor has no duty to inform Residents of local or national emergency conditions, Resident agrees that Lessor has NO DUTY OF PROTECTION FOR YOU. If we inform you of a civil order to evacuate or in our judgment an evacuation is required to protect life or property and you fail or refuse to evacuate you have sole liability for injury, loss, property damage, or claim from such failure or refusal to evacuate.
RESIDENT ACKNOWLEDGES THAT RESIDENT ACCEPTS FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM RESIDENTS OR RESIDENTS GUESTS VIOLATION OF THESE RULES LISTED ABOVE.

MAINTENANCE AUTHORIZATION:

__________ Resident understands and allows maintenance staff to enter their Premises to perform maintenance requests, in the event they are not at home.

__________ Resident understands and prefers that maintenance staff NOT enter their Premises to perform maintenance request, in the event they are not home. It is also understood that the maintenance hours are Monday through Friday, between 9:00 a.m. and 5:00 p.m. and that no appointments can be scheduled after hours.

Any emergencies, such as loss of power or flood, will be taken care of via the afterhours call back number.

In the event of repeated maintenance issues, (i.e. unclogging items from toilets and disposals, torn screens, broken blinds, etc…) Resident is subject to maintenance and replacement cost.

RENTER’S INSURANCE:

Lessor strongly recommends that Resident maintain (at Resident’s sole expense) a standard type of Renter’s Home Owners Insurance Policy, or its equivalent, which provides limits of liability adequate to protect Lessor’s and other resident’s property, as well as Resident’s personal property from loss by fire, burglary, water and other perils. It is understood that in the absence of such insurance the Resident, in the event of fire or other perils outside of Lessor’s control, could incur a substantial financial burden.

Resident hereby releases from any and all claims for damages or loss to Resident’s personal property in, on, or about the Premises that are caused by or result from risks which are or would be incurred under the insurance described above, and hereby waives any and all rights of recovery and rights of subrogation against Lessor in connection with any damage or claim which is or would be covered by such insurance except for damage resulting from the negligent acts of Lessor.

“NORMAL WEAR AND TEAR”:

In accordance with California law, Resident must return the Premises as clean as received. The Premises were clean and sanitized prior to occupancy and therefore, it will be the resident’s cost to return the Premises to that condition. ANY AND ALL CLEANING AND SANITIZING OF THE PREMISES AS REASONABLY DETERMINED BY THE LANDLORD WILL BE AT THE SOLE EXPENSE OF THE RESIDENT. “Normal wear and tear” will generally include the gradual deterioration of carpeting, drapery material, appliances, fixtures and painting.

APPLIANCE AGREEMENT:

- Resident agrees to pay the sum (if any) specified on the Term Sheet per month for the rental of appliance as described on the Term Sheet.
- Appliance described shall be placed in the Premises by Lessor and shall remain in the Premises until such time as there is a mutual agreement between Resident and Lessor for Lessor to remove the appliance. Any change in this agreement requires thirty (30) days written notice and consent by Lessor.
- Resident is responsible to maintain washer and dryer unit in reasonable condition in regards to cleanliness and operability.
- Under no circumstance is Resident to remove appliance from the Premises noted in this Agreement. Removal of appliances from the Premises by Resident will constitute Resident’s responsibility to pay the current replacement cost to Lessor on demand.
- Lessor maintains the right to enter the Premises for the purpose of inspection and inventory as described in this Lease.
- Lessor maintains the right to deduct from the Security Deposit described in Term Sheet any amounts necessary to repair or replace appliance damaged by Resident.