

MWS PROPERTIES
Community Policies

SAMPLE FORM

GENERAL RULES

1. This agreement is an addendum and part of the lease agreement between Resident and Owner.
2. New community policies or amendments to these rules may be adopted by Owner by giving 30 days prior written notice to Resident(s). These policies and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident rights.
3. The Office is open during posted office hours which are subject to change. Should an emergency arise, notify the Manager immediately by calling during office hours or by knocking at the Manager's residence after normal office hours. Call forwarding and Assistant Managers are utilized at larger MWS Properties. (Only applicable to properties with 100 apartments or more)
4. Please remember that we loan vacuum cleaners free at the Office for a one hour period. (There is a \$350 charge if not returned)
5. The laundry room is a service to all Residents, so please be considerate of others by leaving these areas in a good, clean condition. They are normally open 24 hours and have keyed entry in which residents will be issued a key.
6. "As required by law, you are hereby notified that a negative credit report reflecting on your credit report may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation".
7. We reserve the right to send a copy of any notice that is served on an apartment to all Co-signers of that apartment. This includes, but is not limited to, warnings and formal notices of default. Keeping your rental agreement current may minimize financial responsibility for your Co-signer.
8. Some of the reasons for lawful eviction include, but are not limited to: nonpayment of rent, damaging owners property, being a nuisance to neighbors/guests, or other residents; noncompliance to Community Policies, Rental Agreement or other rental documents; Criminal Behavior.

NOISE AND CONDUCT

1. Behavior and language must always be in a manner that will not harm, annoy or offend others.
2. Residents shall not make or allow any disturbing noises in the apartment or in the common areas by Resident or Guests nor permit any actions by such persons which will interfere with the rights, comforts, or conveniences of other Residents or guests regardless of the time of day or night. **RESIDENTS ARE FINANCIALLY RESPONSIBLE FOR ALL ACTIVITIES OF THEMSELVES AND THEIR GUESTS BOTH INSIDE THEIR APARTMENT AND IN ALL COMMON AREAS.** This includes, but is not limited to, damage to fences, screens, concrete steps, windows, landscaping, laundry room, all buildings, etc. A Resident may argue that a person is not a guest, but if they have a party or other activity, actions relating to the gathering will be the responsibility of the Resident, even if the person doing the damage is not an invited guest. MWS Properties enforces the same noise and nuisance standards 7 days a week, 24 hours a day.
3. All musical instruments, televisions, stereos, etc. shall be at a volume which will not disturb other Residents, Managers or guests at all times of day or night.
4. Management staff will enforce the same curfew for minors under the age of 18 as the City of Chico enforces. This includes all common areas, stair areas in front of apartments, parking areas, playgrounds, etc. (As of May 2001, the curfew 7 days a week is 10:00 pm Pacific Standard Time, 11:00 pm Daylight Savings Time). Of course, if disruptive or other loud behavior occurs at any time, the management staff will respond accordingly.

CLEANLINESS AND TRASH

1. The apartment and porch must be kept clean, sanitary and free from objectionable odors and accumulation of trash.
2. All furniture must be kept inside the apartment. This includes the patio area as well as front porch and all common areas. Temporary use of lawn furniture is acceptable.
3. Clothing, curtains, rugs, towels, etc. shall not be hung outside any window, ledge, or balcony.
4. Residents are responsible for maintaining their patios, (rear yards) and porch areas in an orderly condition. Accumulation of trash or unsightly items is prohibited. (Apartment Managers discretion prevails).
5. Resident(s) will be financially responsible for all cleanup charges relating to their activities. Our current hourly rate is \$20.00 with a \$20.00 minimum and is subject to change at anytime.

SAFETY

1. **Megan's Law:** There is a Public Access Sexual Offender list at <http://meganslaw.ca.gov> that is maintained by the California Attorney General's office. For more information on the list, you can call the California Department of Justice or the Butte County Sheriff's Office – (530) 538-7391. There is a 900 number available to check listings. The current number is 1-900-463-0400. This number **cannot** be called by a blocked number and **there is a charge to the calling party.**
2. Management reserves the right to monitor all the common areas of the property utilizing video equipment. Any monitoring of common areas does not imply protection to you, your guests or your belongings.

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SAFETY CONT'D

3. If anyone is to enter Resident's apartment during Resident's absence, Resident must give Management prior written permission.
4. The use or storage of gasoline or other combustibles in and around the apartment is strictly prohibited.
5. The Fire Extinguishers are for your safety, please report anyone tampering with them.
6. Smoke Detectors are for your safety. There will be a \$35.00 reconnection charge if smoke detector is disconnected, vandalized or missing. If you need to reset it, please do so by flipping the labeled breaker.

VEHICLES AND VEHICLE SAFETY

1. The speed limit in the community is 10 M.P.H. (**5 M.P.H. if so posted**). Residents can be held responsible for actions of guests.
2. Overnight parking of inoperable vehicles, vehicles without visible current registration, commercial vehicles larger than a pickup or van (only the overall MWS Property Manager has discretion in approving exceptions), any trailer, motorhome, boat, jet ski or camper is prohibited and may be towed without prior notice and at owners expense. Vehicles deemed unsightly by the Apartment Manager must be repaired or permanently removed from the community within 48 hours of notification or the vehicle will be towed and stored at the vehicle owner's expense.
3. Parking in restricted areas, handicap parking, assigned parking, office parking area, taking up two spaces for one vehicle, blocking solid waste containers, or double parked vehicles may be towed immediately at vehicle owner's expense. This includes any type of trailer or vehicle parked in any area not designated for parking.
4. All gas motorcycles and scooters must be parked in designated areas in the parking lot. Due to fire and safety concerns, you cannot park these vehicles under stairways, on patios, or close to the buildings, if so parked – they are subject to immediate towing. **Electric** motorcycles and scooters can park in the bike racks if done in a safe manner.
5. Residents will be charged for any cleanup due to oil, mud or other substance left on the property due to any type of vehicle maintenance. Our parking lot is not a repair area, please, NO repairs.
6. Per City of Chico codes, all bicycles MSUT either be parked inside apartments or in designated areas, not under or attached to the stairs, **the exception, of course, are the bike racks that are provided for your use!**
7. Management reserves the right to assign parking or change parking policies with 30 days notice.

MAINTENANCE, REPAIRS AND ALTERATIONS

1. Residents shall advise Management, in writing, of any items requiring repair during normal posted office hours. Notification shall be IMMEDIATE in case of EMERGENCY, please notify the Manager by phone, coming to the office, or by knocking on their residence door. **If not an emergency, please do not disturb the Manager after normal office hours.** Please make all maintenance requests at the Office so that we have a record and can be sure that the work is completed.
2. Costs of repair to clear stoppage in waste pipes, drains, water pipes, or plumbing fixtures due to Resident negligence or improper use, are the responsibility of the Resident. Please do not flush down the toilet: facial tissues, disposable diapers, paper towels, sanitary napkins, tampons and plastic items. DO NOT pour grease down the sinks, over balconies or porches.
3. Residents are responsible for damages/missing screens, doors, patio fence, broken windows & water stained drapes, no matter what the cause, just as if you owned your apartment.
4. **“No alterations or improvements shall be made by Resident without the WRITTEN consent of Management”.** Resident shall be responsible for any repairs and cleaning to restore the premises to original condition, excluding normal wear and tear.
5. **PLUNGERS** may be checked out at the Office. **IF YOUR DRAINS BECOME PLUGGED, YOU MUST TRY TO RESOLVE THE PROBLEM YOURSELF BEFORE A WORK ORDER WILL BE FILLED OUT.**
6. No exterior satellite dishes or antennas are allowed without first submitting a written request showing location and method of attachment. Written approval from the overall MWS Property Manager is required before installation. ***If the dish or antenna is not installed per this agreement and/or instruction sheet, Management reserves the right to immediately remove the dish and/or antenna. The normal cost and any repairs that are performed will be at the Resident's expense and the resident(s) will be subject to a 3 Day Notice to Quit. Resident agrees to remove the dish/antenna to facilitate painting or other maintenance with a 24 hour notice.***

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A. T. & T., P G & E, SATELLITE DISHES & OTHER RECEIVERS

1. **Residents must have written authorization for any interior phone line repairs.** If SBC or other phone provider responds to a Resident's request for repair and indicates that there is a problem with the wiring, not in their system, you **MUST RECEIVE WRITTEN AUTHORIZATION** from the Manager in order for us to be responsible for the cost of the repair! Our maintenance staff is trained for these repairs and we need to analyze the problem before a repair is authorized.
2. If you request an additional outlet for Cable TV, or phone, please remember that we do not allow any outside wiring. Please check with us before you authorize any work.
3. No exterior satellite dishes or antennas are allowed without first submitting a written request showing location and method of attachment. Written approval from the overall MWS Property Manager is required before installation. ***If the dish or antenna is not installed per this agreement and/or instruction sheet, management reserves the right to immediately remove the dish and/or antenna. The removal cost and any repairs that are performed will be at the resident's expense and the resident(s) will be subject to a 3 Day Notice to Quit. Resident agrees to remove the dish/antenna to facilitate painting or other maintenance with a 24 hour notice.***

CHARGES

1. Residents who need assistance in obtaining access to their apartment may be subject to a \$10 service fee depending on the hour of the day/night.
2. Should we have to issue a stop payment on a check to a Resident, usually due to a lost Security Deposit Refund Check, it will result in a \$30 fee.

VOLLEYBALL/BASKETBALL COURT *(Not all properties offer this amenity)*

1. The court is for the use of our Residents. A maximum of 2 guests per apartment will be allowed on the court when accompanied by an adult Resident.
2. Please, no glass in court area.
3. Please be respectful of the area. Residents are responsible for replacing damaged equipment and broken windows.
4. No playing on the courts is allowed after dark or 9 pm, whichever comes earlier.

SWIMMING POOL *(Not all properties offer this amenity or have a preschool)*

1. Management reserves the right to post and change pool hours at any time. Management reserves the right to offer exclusive use of the pools and pool area to the commercial on-site preschools, Monday through Friday 9:30 am to 11:00 am.
2. **Please keep the gate closed to the pool area for the safety of the children in the area!**
3. The swimming pools are for the exclusive use of the Residents. An Adult Resident of the respective property who signed this policy must accompany all guests. (A maximum of 2 guests per apartment is allowed). Children under the age of 14 are not allowed in the pool area unless under the direct supervision of an Adult Resident who has signed this policy. If you are responsible for someone else's child (guest limit applies), you must have a note from their parents. ***THESE RULES WILL BE ENFORCED.***
4. Running, jumping, "horseplay", fighting, boisterous, or dangerous conduct and/or noisy behavior disturbing other Residents is forbidden in and around the pool area. Alcohol use is strongly discouraged.
5. **NO Glass** of any kind will be allowed in the pool area. Any person found with broken glass will be subject to a pool cleaning and any costs of injuries.
6. No pets of any kind will be allowed in the pool area. The owner of any pet found in the pool area will be subject to a pool cleaning fee, as well as any other action allowed by law.
7. Appropriate swimwear only in the pool. No cut-offs will be allowed, as they clog the filter system.
8. Persons using excessive suntan oil will not be allowed in the pool (a health department rule).
9. All items left in the pool area will be disposed of by the Manager. Management is not responsible for articles lost, damaged or stolen.
10. All flotation devices designed for the safety of children are strongly encouraged. Toys, inner tubes, rafts, fins, masks, snorkel & floating pool furniture are prohibited.
11. Should there be any malfunction of the pool, please notify the Management immediately.
12. The use of tape players/radios in the pool area is acceptable at a very low volume. If there is a problem with this rule, we reserve the right to ban them from the area.
13. No barbecues are allowed in the pool area.
14. No lifeguard will be on duty. Persons using the pool facilities do so at their own risk. Management is not responsible for accident or injury.

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LAWN AREAS: Slip and slides, tents, bounce house activities, personal pools, etc. are not allowed as they will damage the lawn.

MISCELLANEOUS

1. Beer kegs (any size) are not allowed at any of our properties. This includes common areas, porches, as well as inside any apartment and Resident(s) will be subject to a 3 Day Notice to Quit. **NO alcohol is allowed in any of our Recreation Rooms!**
2. Alcohol is not allowed to be served out the front door or over patio fences. The intent of this rule is to help Residents keep control of their guests inside their apartment and not allow Residents or guests to provide a keg for community use.
3. No live bands or D.J.'s are allowed to practice or perform in any apartment or common area. Activities scheduled and staffed by MWS Properties are the only exceptions.
4. Breaking of any of the 3 policies above (even once) shall be deemed a material breach of the Rental Agreement and could be automatic cause for eviction.
5. If our Security Officers are dispatched to your apartment for nuisance activities, you will be charged our cost for the service.

SMOKERS AGREEMENT

Our goal is to provide a home for smokers and non-smokers alike. Everyone expects a clean, healthful environment. Concern for your neighbor's environment is a necessity.

1. **You must not smoke inside** lower floor apartments, as smoke does rise and can penetrate through the ceiling.
2. If you reside in an upper floor apartment and we have problems with smoke moving sideways or down, Management reserves the right to require you and/or your guests not to smoke in the apartment.
3. Be aware that if you do smoke in the apartment, any damage caused by smoke **will not be** considered normal wear and tear and that you will be responsible for these additional costs. This includes, but is not limited to: Mini-blinds (drapes), yellowed walls and ceilings (or painting required due to odor), burns to carpets, counters, sinks, or extra cleaning of carpets and HVAC systems (forced air/heat) due to smoke smell.
4. If there are conflicts with smoke and other Residents, you may have to vacate the apartment (however, this will not end your financial responsibility).

PETS

NO PETS shall be brought on the premises except: small birds (max. of 4) or an aquarium less than 56 gallons. Reptiles are limited to a maximum of 2; mature length less than 14 inches, including tail. Rodents are limited to 2 permanent adults, or 1 rabbit, or 1 chinchilla. The maximum number of pets is **4** per apartment. If you will have **documented** Legal Guide, Signal, Companion or Service Animals, you **MUST** provide the appropriate documentation **at the time application is submitted!!**

NO EXCEPTIONS! Please ask Manager for more information about Companion and Service Animals.

In addition, feeding of outside or feral cats is a material breach of this agreement. No pet sitting is allowed!!!!

Any violation of this provision will be considered good cause for eviction.

****Roommate Changes, Lease Assignments, and/or additions: All Residents (Roommate additions, lease assignments, etc.) agree to accept the original move-in condition as noted on the original written move-in walk-thru sheet. Also, be sure that your Rental Agreement has the names and signatures of all current Residents residing in the apartment. ****

We have read the 4 pages of the Community Policies and understand both the intent and actual wording. We agree to abide by these Policies and acknowledge receiving a copy of them.

SAMPLE FORM

FACTS ABOUT RENTERS INSURANCE

The purpose of this fact sheet is to inform you concerning insurance coverage so that you can protect yourself against loss, and to help prevent misunderstandings about the owner's insurance coverage. It is not an effort by the Owner/Management Representative to change responsibilities that is done by the state legislature and the courts.

1. **THE OWNER IS NOT** legally responsible for loss to the resident's personal property, possessions or personal liability, and **OWNER'S INSURANCE WILL NOT COVER** such losses or damages.
2. The owner's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under owner's policy for damages or injury to owner's property that is caused by resident, resident's guest(s) or child (children)
3. The following is a list of possible misfortunes (but not limited to) which you are legally responsible for:
 - a. Your baby-sitter is injured in your apartment.
 - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and/or the personal property of others.
 - c. A friend is injured while helping you slide out your refrigerator so you can clean behind it.
 - d. While fixing your television set, a repair person hired by you is injured when they slip on the floor you have just waxed.
 - e. Your car is broken into and your personal property and that of a friend's is stolen.
 - f. A burglar breaks your front door lock and steals your or your friends' valuables or personal property.
 - g. Damage resulting from a waterbed or any personal appliance.
 - h. Any broken window.
 - i. Activities of your children causing property damage or injury.
 - j. Loss of any of your stored items in your porch, patio, or if we provide them, your mini-storage or other personal storage area.
4. If you desire to protect yourself and your property against loss, damage, or liability, the MWS management strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, worker's compensation and other perils.