

Francis Properties
1716 Mangrove, Chico, CA 95926
Tel: (530)892-0664

***** HOUSE RULES *****

WELCOME!!

In order to assure that your apartment building is enjoyable for all residents, the following information sheet and house policies have been adopted.

1. RESIDENT MANAGER:

Name: _____ phone: _____ place: _____ hours: _____ TBA

2. **EMERGENCIES:** Dial 911 and then contact the resident manager. If you cannot reach the resident manager, call Property Manager: **Kapu Lit, 892-0664** (fax: 893-1803), 1716 Mangrove, Chico, CA 95926.
3. **EMERGENCY CALLS WILL BE GIVEN IMMEDIATE ATTENTION BY THE RESIDENT MANAGER AND PROPERTY MANAGEMENT.**
4. **RENT:** All rents are due on the 1st of each month and delinquent after the 5th of the month, at which time a delinquency charge shall be added to the rent (refer to your lease for the amount of the charge).
5. **PERSONAL CONDUCT:** It is your responsibility to control your conduct and that of your guests. Residents are financially responsible for all activity of themselves and their guests both inside their apartment and in all common areas of the apartment complex. This includes damage to fences, screens, windows, landscaping, all buildings, etc. A resident may argue that a person is not a guest, but if the resident has a party or other activity, all actions relating to the gathering will be the responsibility of the resident even if the person doing the damage is not an invited guest.
6. **NO PARTIES:** To assure that your neighbors rights, comfort, and convenience are not jeopardized, **NO PARTIES**, are permitted. Activity of which your neighbors can hear and are annoyed by constitutes a party. A gathering of more than 10 people also constitutes a party. Loud, boisterous activity is prohibited at all times, and a minimum of noise will be tolerated after 10 PM and before 9 AM. Musical instruments, televisions, and stereos are to be used no louder than is necessary for them to be heard in the immediate unit. No alcohol will be tolerated outside the unit. A violation of these rules may result in termination of your lease.
7. **SAFETY/SECURITY:** Security is the responsibility of each Resident and each guest. The owner assumes no responsibility or liability, unless otherwise provided by law, for the residents and guests safety and security, or for injury or damage caused by the criminal acts of other persons. Resident should ensure that all doors are locked during Resident's absence. Resident should ensure that all appliances are turned off before departing from the premises. When leaving for an extended period, Resident should notify owner or owners agent of how long the Resident will be away. Prior to any planned absence from the unit, Resident shall give Owner authority to allow entry to the unit to any person or provide Owner with the name of any person or entity permitted by Resident to enter the unit. Resident shall refrain from smoking in bed. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
8. **CHILDREN:** Children are at their best when under the supervision of a responsible adult. Residents are responsible for any damage caused by their children or visiting children. No bicycle riding, roller skating, skate board use, wagons, toys, etc. On sidewalks, walkways, grass or other landscaped areas.
9. **GUESTS:** The resident manager must be notified of guests who will be visiting you for more than two days. Only those persons listed on your lease may reside in your apartment. Any doubling up may result in termination of your lease.
10. **PETS:** As a general rule, no pets will be allowed, with the exception of caged birds and possibly fish. However, any pets that are allowed must be approved in advance and in writing by property management as witnessed by Francis Properties Pet Agreement, and may involve an additional pet security deposit and may in some cases add to your monthly rent.

11. **MAINTENANCE:** Should you notice a problem, or have a request for maintenance service, please contact the resident manager during posted hours, drop a note in his mail slot or post it on his door or contact the Property Manager. Give a description of the problem (e.g., "Dishwasher is not working, locked and turned to 'on' position, nothing happened, no sound."). The Resident shall not take it upon themselves to contact or retain outside maintenance personnel or services to do any work on the property.
12. **PATIO, DOORWAY, CORRIDOR, STAIRS AND SIDEWALK:** Patio, doorway and adjacent corridor, stairs and sidewalk are to be kept in a neat and clean condition and are not to be used for storage. Mops, pails, clothing, towels, furnishing and similar items are not permitted. Please remove all dead plants and flowers.
13. **OPEN, PASSAGE AND LANDSCAPED AREAS:** It is the resident's responsibility to keep the doorsteps, walkways and balconies free of debris, cleaning material and any other items which obstruct use of these areas and detract from a neat and tidy appearance. No toys, tools, etc., are to be left in front of the apartment, on sidewalks, or on lawn areas. Please help keep common areas clean and free from litter. Keeping these areas clean is a major expense item which must be minimized. Properly dispose of your cigarette butts, etc.
14. **PARKING:** The off-street parking spaces may be numbered and assigned. If so, they are for the exclusive use of the residents of the unit to which they have been assigned. Guests will have to park on the street. Camping trailers and boats, stored, undriven second or junk cars may not be parked in the lot. **Do not park in front of the Garbage Area**, if that area is blocked the garbage won't be picked up. Only park in designated spaces. **Motor cycles** or motor bikes are not allowed inside or in front of the apartment units, nor are they allowed to be parked on sidewalks, in entry ways or the grass. Abandoned vehicles will be towed.
15. **BICYCLES:** Bicycles may be kept adjacent to your front door but must not block exit or entry paths. They may not be locked to the stairs or trees or be parked on walkways or in common areas or planting areas. **No bicycles in the unit**, no hooks in the ceiling for the purpose of hanging the bicycles. You will assume all liability if bicycles are stolen. Bicycle racks have been provided.
16. **AUTOMOBILE REPAIRS:** Please do not repair cars on the premises (other than minor adjustments) unless you have written permission to do so. **No changing oil.** No major repairs.
17. **BARBECUES:** Portable barbecues ("habachis") may not be left outside, please store them when not in use. Barbecue cooking within the unit is forbidden.
18. **LATE CHARGES:** A late charge will result of rent received later than the fifth of the month, refer to your lease agreement for the amount of that charge. Additionally, a dishonored check will result in a charge, for the amount of the charge again refer to your lease agreement.
19. **ADDITIONAL CHARGES:** On move-out, residents shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Costs of repairs or clearance of stoppages in waste pipes, drains, water pipes or plumbing fixtures caused by a resident's negligence or improper usage are the responsibility of the resident. Payment for such corrective action must be paid on demand.
20. **CHECK-IN / CHECK-OUT:** All Residents must make an appointment for check in and check out and must be present for both. Drapes, miniblinds and paint are chargeable items on move-out. Management will take into consideration the condition on move-in when determining the amount of charges on move-out. Cleaning is not a wear and tear item.
21. **CLEANING CREWS AND YOUR MOVE-IN \ MOVE-OUT DAY:** Your apartment complex is predominantly occupied by college and university students. Turnover generally occurs on the first day of June, July or August (and sometimes September). As you can well imagine, on those days, especially on June 1st and August 1st, our cleanup crews can get overwhelmed, depending on how well prior residents cleaned their units. We will do our very best to have your unit completely ready for your on the first day of your tenancy. However, even though we may not be completely finished, you may take possession, we will work around you and we promise to finish cleaning your unit within 48 hours of the date of the beginning of your tenancy. You may deduct from your rent the prorated amount of your daily rent for any time beyond that 48 hours that we are not finished. It is mutually agreed that the sole remedy for the unit not being cleaned on time shall be the loss of rent referred to in the previous sentence. The landlord is in no way relieved from the duty to deliver a clean apartment to the new residents by this paragraph. If reasonably possible, existing tenants, at the end of their tenancy, shall allow cleanup crews access to their units a day or two prior to the scheduled end of their tenancy, for the purposes of readying the unit for the next tenants. The existing tenants do not give up their rights of tenancy by allowing entry of the cleanup crew nor are they relieved of their rent or their own cleanup responsibilities by allowing crews in early.

22. **SOLICITING:** Soliciting is at the discretion of the resident.
23. **UTILITIES:** Please inform Pacific Gas & Electric Co. (1-800-743-5000) prior to move-in, to tell them of your new address and date of move-in and to transfer the power into your name if the power is still on. On some of our units we have a “no-seal” agreement with PG&E which allows us to have the power left on in the units in between residents. We will cancel the power when we know a new resident is about to move in. If we inadvertently leave the power on and you don’t call PG&E to transfer power, we will charge you pro-rata for the power billed to us but consumed by you during your residency. You must call PG&E in either case, sooner the better, to avoid an unfortunate and unnecessary period of blackout.

Comcast Cable TV: 1-888-824-8358, 427 Eaton Road.

Pacific Bell: 1-800-540-5400, repair service: 611.

24. **KEYS:** Should you find you need more keys than the management has furnished, you will be issued more for an additional charge. **All keys must be returned when you vacate** or you will be charged for changing the lock. The addition of any security device (i.e., deadbolts, peepholes) must be installed by management. This will be billed to you at our cost. This insures uniformity and proper installation. If you are locked out of your unit and we have to come out and open it, there will be a **\$20 cash** charge (\$35 after normal working hours).
25. **GROUND, LAWN, SHRUB AREA:** Please notify the resident manager immediately if you see a sprinkler head off or if a sprinkler head needs to be adjusted so it will not hit a window or doorway area. If shrubs near your unit become infested with bugs or caterpillars, please notify the resident manager. Should you have cause to move furniture in or out, or for any other reason, **no parking will be allowed on the lawn area.** Do not throw cans, papers or litter of any kind in the shrub or lawn area.
26. **LAUNDRY:** If your apartment building has a laundry, notify the manager if machine(s) are inoperative or do not complete the cycle properly.
27. **SHOWERS:** Please avoid letting water accumulate on the bathroom floors after showering. Mop up any excess water standing on the floors.
28. **SMOKE DETECTORS:** Test your smoke detectors once a month by pushing the “test” button. Refer to the Smoke Detector Agreement in your lease package.
29. **ELECTRICAL STOVES:** When cleaning the stove, be sure that the electrical circuit breakers are off. Remove elements from the stove if a chemical cleaner is used. After cleaning the stove, be sure to replace the element on brackets. Do not allow element to touch sides or bottom of the oven. Be sure not to leave cleaning residue in the oven. If the oven is self cleaning, do not use chemical cleaners, they will ruin oven walls and your will be charged for the replacement. In no case is a powdered abrasive to be used on porcelain or chrome parts.
30. **MICROWAVE OVENS:** For those units having built-in microwave ovens: Do not put objects containing metal in the microwave oven. Contact property management immediately when encountering problems. If negligence or abuse is present, you will be charged for repair.
31. **REFRIGERATORS:** Non self-defrosting refrigerators are to be defrosted regularly, however, do not use of tools such as hammers, screwdrivers, chisels or the like. Refrigerators are to be kept clean, inside and out, with the judicious use of mild soap and warm water. Caustic or abrasive cleaners are not allowed. Damage caused by the residents irresponsible maintenance is the responsibility of the resident.
32. **ELECTRICAL:** Do not place electrical cords under any carpeting, or use extension cords for any length of time. Light bulbs will be provided when you move in, but it is your responsibility to replace them during your tenancy and to leave a working bulb when you move out. Outside radio and TV aerials will not be permitted.
33. **PLUMBING:** Facial tissue, disposable diapers, “wet strength” paper towels, sanitary napkins, tampon-type products and plastic items are not to be flushed down the toilets as they may cause stoppage of the sewer lines. Do not pour grease down kitchen sinks. Do not use commercial drain openers at any time, but contact the resident manager in case of stoppage. If it becomes necessary to request the services of a plumber, you may be responsible for the charges incurred. Redwood Grove is not on city sewer yet so take care not to stress the septic tank and leach fields. Go easy on the disposal use and report leaking faucets or running toilets ASAP to management. . Do not use the disposal as a garbage can. Rice, beans (refried or otherwise) or any pasty or stringy foods will plug up the plumbing and cause flooding, for which you will be billed.

34. **FIREPLACES:** If your unit has a fireplace: Fireplaces are designed for the slow burning of wood or presto type logs only. Burning of cardboard or paper in bulk can build up internal fireplace temperatures far exceeding the allowable design temperatures of the fireplace, and may cause permanent damage to the fireplace structure and venting thereby creating extreme hazards of fire and asphyxiation. The fireplace must be screened whenever in use to protect carpet and must be cleaned at the end of your tenancy. You will be charged for carpet damage (if any) and any required cleaning.
35. **AIR CONDITIONER** filters must be cleaned or replaced regularly. Check with your manager for new filters.
36. **CABINETS:** Contact paper or lining material that contains a self-adhesive backing will not be permitted on shelves or in drawers.
37. **CARPETS:** If you stain or soil the carpet, you can remove the marks best by cleaning them up immediately, before stains "set". For coffee, teas, soft drinks, etc., the best method is to flood the soiled area with clean water. Then soak the water back up by laying a towel over the area and stepping on it until it absorbs all the moisture it will hold. Repeat until as much moisture is extracted as possible. For grease or other major stains, please contact the resident manager or property manager as they have been instructed on the removal of more difficult stains. The carpet will be clean when you rent your apartment, but cleaning while a resident is in possession is at your own expense.. The units must be maintained in a clean and healthy environment.

The carpets will be professionally cleaned when you move into your unit. Therefore, you will be charged for the professional cleaning of the carpets when you move out. Residents do have the option of having the carpet steam cleaned themselves. However, this must be done by a professional carpet cleaning company (after you have moved out completely) and a receipt of this must be turned in with all keys to the apartment. A "Rug Doctor" type of cleaning machine is not acceptable.

38. **WALLS:** Absolutely no painting is allowed. If you have areas that need painting, advise the resident manager. Use only small picture-hanging brads for hooks to hang pictures. Do not use stick-on hooks as it is impossible to remove them without scarring the wall.
39. **DRAPES, WINDOWS AND SCREENS:** Drapes will be cleaned or replaced only with the permission of the management. Most of our drapes will be destroyed by "dry-cleaning", even when brand new, so do not try it. Some of our drapes are washable (wash in delicate cycle under 104 degrees, tumble dry until **damp**, hang to dry). Do not change or alter drapes. Residents shall also observe strict care not to leave windows open when it rains. Residents will be responsible for any damage done by rain or wind caused by leaving windows or doors open. Aluminum foil shall not be placed on windows. Do not cover window with blankets or sheets. Drapes are not to be removed for any reason. Window screens must remain on all window openings. Damaged screens must be replaced within 72 hours at resident's expense. The resident is responsible for lost screens. To keep consistency in the complex we ask that no bottles, decals, stickers, etc., be placed in your windows.
40. **BROKEN WINDOWS AND DOORS:** Each resident is responsible for whatever broken window glass and door damage (kick-in's) that occur in his or her unit, except that breakage which can be shown to have been caused by acts of God (e.g., wind, trees falling, etc.). It has been our experience that resident or resident's guests conduct is the direct or indirect (e.g., retaliatory acts, lock outs, domestic violence, etc.) cause or has lead to nearly 100% of the window and door breakage or damage that occurs. In order to not be responsible for glass and door breakage the tenant bears the burden of proving that the breakage occurred completely outside of their control or influence and that damage was caused by an act of God or a defect in building construction. Management will repair the damages as required but payment in advance will be required.
41. **WATERBEDS:** Waterbeds will only be permitted with advance permission from management. Any damage to real or personal property caused by the waterbed will be the sole responsibility of the tenant and repair and or replacement costs will be charged to the tenant.
42. **CLEANLINESS and TRASH:** The units must be kept clean, sanitary and free from objectionable odors and accumulation of trash. All furniture with the exception of actual lawn furniture (not couches, easy chairs, stuffed furniture, etc.) must be kept inside the apartment. This includes the patio and front porch area as well as common areas.
43. **PEST CONTROL:** Management policy is to not introduce chemical and poisons into the residents environment unless there is very good cause. For that reason property management will be responsible for the control of cockroaches and termites only. Other somewhat benign infestations of spiders, ants and other miscellaneous bugs and beetles, whether inside or outside of the residence, shall be controlled by and at the option of the resident. Effective controls (e.g. Raid, Black Flag, etc.) are available to the consumer at most any grocery store. Property management will also be responsible for the eradication of fleas which

were present at the beginning of a tenancy. Flea infestation introduced during the period of the tenancy are the responsibility of the resident. The cost of such eradication will be born by the resident

Luckily, mice and rats (God forbid) are relatively easily controlled by the latest formulation of "D-Con" mice and rat poison. This is the stuff in the little triangular wedge shaped boxes containing blue-green pellets, available at "Home Base", etc. Management will be responsible for the furry rascals who holdover into your tenancy but we ask that you deal with the fellows that drop in on your watch. Place the D-Con boxes in locations where humans (especially little ones) regularly don't go such as deep under the refrigerator, under the sink, under dresser drawers, etc., be creative. Unlike traps, D-Con has been quite effective.

44. **ALTERATIONS:** Painting, wallpapering, or structural changes are not allowed without management approval. Before marring the walls or cabinets with hooks, nails, etc., please check with your manager. Owner, management and their representatives reserve the right to periodically examine the premises to ensure tenants are in compliance with fire and cleanliness standards.

45. **ROOF: Climbing, Loitering, Sun bathing, or just being on the roof is forbidden.** A violation of this rule may result in the termination of your lease.

46. **GARBAGE:** Containers have been provided for refuse and garbage. Trash shall be well wrapped, preferably in securely tied plastic bags, and placed inside the dumpsters. Dumpster lids should remain closed. It is not acceptable to put trash outside the dumpster. Cartons and boxes must be crushed and/or cut up and put inside. The management is not responsible for the hauling away of non-trash items such as tires, old furniture, etc. Removal of household furniture involves a substantial (exorbitant) itemized extra charge from the garbage service so please do not use the dumpster for these items.

47. **GARBAGE DISPOSAL:** Disposals become clogged easily if fibrous particles, grease, bone, plastic or metal are placed in them. The resident is responsible for careless disposal use. If any problems occur with the disposal, notify the resident manager immediately after hitting the reset button. You will be charged for repair or replacement due to foreign objects.

99% of the time we find foreign objects in the disposal. It is possible (your option) for you to clean foreign objects from the disposal yourself as follows:

- A) Unplug the unit from under the sink. Don't put yourself in a position where you or anybody else can turn the disposal on while your hand is in the hopper.
- B) Look down the throat of the disposal with a flashlight. Clean everything out. Yes, reach in with your hand, it may be gross, but get it all.
- C) After you've gotten everything out, look carefully around the bottom perimeter of the interior of the disposal (using a flashlight). We find screws, coins, pop tops, plastic, you name it, jammed between the rotor (bottom) and the sidewalls. The problem is...
- D) Getting the offending material out. We generally use a long screwdriver to pry the object out. Be creative, but don't damage the disposal by beating on it or in it, use finesse. When it is free, the rotor should turn (spin) relatively easily. Your job is not over until the rotor turns freely.
- E) When you think you've got it, plug the disposal back in, push the reset button if necessary and try it (hit the switch). If you hear a slight humming when you turn the disposal on but the rotor doesn't spin then it is still stuck. Turn the switch back off (ASAP, before the unit overheats), unplug the disposal and return to paragraph "D".

If, after this, the unit still doesn't work or leaks we will have to work on it. Call property management.

48. **EVICTION:** California State Law lists the following reasons for lawful eviction: Nonpayment of rent; damaging owners property; becoming a nuisance to neighbors or other residents; noncompliance with house rules or lease, and criminal behavior. Breaking the rules, even once, is determined by management to be good cause for eviction.

49. **IT IS AGREED** that by signing below you acknowledge, agree and understand that:

- A) Under California Landlord/Tenant Law, the use of your rental unit for the illegal sale of drugs and other controlled substances as defined by the Penal Code and the Health and Safety Codes of the State of California is considered an incurable violation of the terms of the rental agreement and this section of the House Rules and will result in eviction of the premises.
- B) The possession, use, sale or distribution by the undersigned or any of the undersigned's guests, visitors, friends or relatives in or about the premises of the apartment complex will not be tolerated and will result in eviction.
- C) It is further agreed that in the event that an arrest is made upon your premises for the suspected use, sale, distribution or delivery of drugs shall also constitute grounds for an immediate eviction from your unit.

