

MWS PROPERTIES
COMMUNITY POLICIES

Apartment #: _____

Property: _____

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 apts. or more)
- 4) 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 for which Residents will be issued a key.
- 5) “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”.
- 6) We reserve the right to send a copy of any notice that is served on an apartment to all Guarantor(s) of the 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 Guarantor(s).
- 7) 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.
- 8) We encourage plants and décor but not at a nuisance level inside or outside your apartment. Nor do we allow the production of any plant material for personal or commercial use. This is a safety and nuisance issue.
- 9) No underage alcohol consumption and/or smoking will be tolerated.
- 10) You have authorized MWS properties to hold data via a third party, Appfolio and/or banking institutions, to secure your provided “Personally Identifiable Information” including but not limited to; individual name, address, telephone number, e-mail address, credit card and bank information, social security number, or other similar specific factual information regardless of the media on which such information is stored (e.g. on paper or electronically).

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 p.m. Pacific Standard Time, 11:00 p.m. 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 day 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 \$30.00 with a \$30.00 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, including Fitness Center and Recreation Room. Any monitoring of common areas does not imply protection to you, your guests or your belongings.
- 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/or 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 \$50.00 reconnection charge if smoke detector is disconnected, vandalized or missing. If you need to reset it, please do so by flipping the labeled breaker.

Initial _____ Date _____ Initial _____ Date _____ Initial _____ Date _____

Initial _____ Date _____ Initial _____ Date _____ Initial _____ Date _____

MWS PROPERTIES COMMUNITY POLICIES

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, motor home, boat, jet ski or camper is prohibited and may be towed at vehicle owner's 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, fire lanes (including blocking dumpsters), 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 substances 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 **MUST** 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 charge a fee for parking, limit the number of vehicles per apartment that are parked on site, assign parking and 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 damaged/missing screens, doors, patio fence, broken windows & water stained drapes, no matter what the cause, just as if you owned your apartment.
- 4) **"No physical or visual 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) Due to ventilation and moisture concerns, the (indoor) (any) cultivation of any medicinal, recreational, food crops or nutritional products is considered an alteration and is prohibited. Should you choose cultivate floral /outdoor plant(s), it is subject to and at risk of being exposed to pesticides used by both landscapers and or pest control and likely causing damage to the plants health.
- 6) 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.**

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 thru Friday 9:30am to 11am.
- 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, you must have a note from their parents. **THESE RULES WILL BE ENFORCED.**
- 4) Running, jumping, "horseplay", fighting, boisterous, or dangerous conduct and/or any noisy behavior disturbing other residents is forbidden in and around the pool area. Alcohol use is strongly discouraged and sharing alcohol and any storage of alcohol in ice chests is not allowed.
- 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 fee and any cost of injuries.
- 6) No pets of any kind will be allowed in the pool area. The owner of any pet found in the pool 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 the children are strongly encouraged. Toys, inner tubes, rafts, fins, masks, snorkels & 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.
- 15) Alcohol use is strongly discouraged (red cups especially) and sharing alcohol and any storage of alcohol in ice chests is not allowed. No underage alcohol consumption and/or smoking will be tolerated.

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 and/or smoking 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 p.m., whichever comes earlier.

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) 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.
- 4) 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.

MOVE-OUT HINTS

- 1) Always schedule a walk-out. Communication is very important so you know our standards. Cleaning checkout lists are available in the Office. This list offers a detailed outline on how the apartment should be left. Cleaning is not a wear and tear item. Please schedule a walkout inspection 48 hours prior to all Residents vacating the apartment. **NOTE:** Pre-scheduling is necessary as experienced staff **may not** be available on the day you want.
- 2) Carpet shampooing will be charged to all Residents with the exception that if the total cleaning time on our part is less than 2 hours **and** you have fulfilled an obligation of 11 ½ month occupancy. The only other exception is an apartment that has the carpet professionally cleaned and upon move-out provides the office with the receipt, and it is deemed clean by our standards.
- 3) Walk-thru sheets are very important in determining costs at move-out. We do a very complete walk-thru with the first Resident to arrive. If a Resident feels that we missed something on our original walk-thru, they must notify the Management within one week of the original walk-thru date. The Management reserves the right to reject any additions if so justified in the management's opinion.
- 4) **If there have been roommate changes, we do not do a new walk-thru, you must accept the premises in the as-is condition.**
- 5) Window coverings, water stained drapes and paint as well as cleaning and maintenance are chargeable items on move-out. We evaluate both the condition on move-in and the age of each, in determining any charges upon move-out.
- 6) Painting is fully chargeable for occupancies of less than 11 1/2 months. Excess prep time and smoke from candles, incense, and other sources is always fully chargeable. **DO NOT fill your nail holes.**
- 7) **PLEASE DO NOT PUT NAIL HOLES, HOOKS, STICKERS, OR ANYTHING ELSE ON THE DOORS WHICH MAY DAMAGE THE FINISH. DOORS ARE EXPENSIVE and we will charge for them.**
- 8) **Also, Counters are NOT cutting boards and they too, can be expensive for you!**