

EXHIBIT A

VALENCIA GARDENS HOUSE RULES

Effective March 1, 2008



*TDD Telephone device
for the deaf only: (415) 345-4470
or California Relay Service (711)*

The purpose of these House Rules is to help ensure the safety and comfort of our Residents, and to advance the quality of our Community as a whole. These rules also ensure that we comply with applicable laws and regulatory requirements in a manner that is consistent and fair.

This document is divided into three sections: (1) Resident Safety & Comfort, (2) Care and Use of Units, and (3) Community Safety & Care.

1. RESIDENT SAFETY AND COMFORT

- 1.1. **Occupants & Visitors** - Only those persons listed on a Lease may live in the designated unit. Any changes in family size, such as a birth, death, or the removal of a household member from your lease, must be reported to management within five days.

Residents wishing to add a household member to their lease must contact management prior to that resident moving in. Residents are in violation of their lease if they permit non-leaseholders to reside in their unit. All added household members must qualify under the Resident Selection Criteria and be approved by management prior to move-in.

Visitors may stay in a unit fourteen overnights total cumulative per year, with written consent of Management.

- 1.2. **Guests/Visitors** - The Household shall be held responsible for the conduct and actions of guests or visitors, and will be charged for any damage or waste that results from their actions.
- 1.3. **Subleasing** - Residents cannot sublet the whole or any part of their unit, either voluntarily or by operation of law, nor allow said unit to be occupied by anyone who is not on the signed lease agreement. A violation of this provision will result in the termination of the Lease Agreement by Management.
- 1.4. **Waste and Nuisance** - Residents are entitled to quiet enjoyment of the premises. Residents and their guests or invitees may not commit or maintain waste or nuisance in or around their units or the Community. Residents may not create or permit to exist any condition that results in a risk to the health, safety, property, or quiet enjoyment of other Residents, or of the Community as a whole.
- 1.5. **Noise** - So as not to disturb the peace and quiet enjoyment of other residents and neighbors, residents and guests must keep noise at a reasonable level at all times.

QUIET HOURS ARE OBSERVED BETWEEN 10:00 PM AND 7:00 AM ON WEEKDAYS, AND 10:00



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PM AND 9:00 AM ON WEEKENDS. During these hours, noise from within a unit must not be audible from outside. No noise is allowed in common areas.

Residents using any outdoor space may be asked to go inside if the noise level is not kept to a minimum. Residents and Guests must not cause noise disturbance from their vehicles, such as loud music, engine racing, and false alarms.

Persistent noise problems or recurring complaints regarding loud, obnoxious or disturbing behavior constitute a material breach under the terms of the Lease Agreement. This is cause for termination or eviction.

- 1.6. **Criminal or Wrongful Activity** – Residents, members of the Resident's household, guests and other persons under the Resident's control or invitation ("covered persons") must not engage in criminal or wrongful activity in or near the Community.

Such criminal or wrongful activity includes, but is not limited to, any conduct that threatens the health, safety, or peaceful enjoyment of any resident, employee, or member of the public, who is on or near Community property.

Violation of this rule will result in immediate eviction.

Management will terminate tenancy and evict Residents for criminal or wrongful activity by a covered person if Management determines that the covered person has engaged in the criminal or wrongful activity, regardless of whether the covered person has been arrested or convicted for such activity, and without satisfying a criminal conviction standard of proof of the activity.

- 1.7. **Drug-Free Environment** – Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the community/project premises.

"Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use controlled substances (as defined in Section 102 of the Controlled Substances Act – 21 U.S.C.k.802). Violation of this rule will result in eviction.

Possession or use of medical marijuana on the premises is strictly prohibited.

- 1.8. **Alcohol Abuse** - Management will terminate tenancy if it determines that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

- 1.9. **Firearms, Knives & Weapons** - Residents and their guests may not possess or store a firearm, BB gun, air gun, paintball gun, pellet gun or any other item that discharges ammunition, bullets, etc. Water guns are prohibited. Anything that looks like a gun or a weapon is prohibited. Use of any item as an imitation weapon is strictly prohibited. Use of any item including but not limited to knives, blades, swords, pipes, bats, sticks, batons, chains, tools, rocks and guns as a weapon or the threat of a weapon is strictly prohibited. Violation of this lease provision is grounds for immediate eviction.



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- 1.10. **Harassment** - Management will not tolerate harassment of employees, other Residents, their guests, and JSCo vendors and invitees.

Harassment includes verbal, physical and visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with work performance for JSCo employees, or creates a similar hostile living environment for our Residents. Some examples include racial slurs; ethnic jokes; posting of offensive statements; posters; or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal, or physical conduct of a sexual nature.

You should promptly report in writing, any incident of harassment to your property manager, who is responsible for investigating the matter. Managers who receive complaints or who observe harassing conduct should inform the Director of Property Management immediately. JSCo emphasizes that you are not required to complain first to your manager if your manager is the individual who is harassing you.

Every complaint that is reported to the Manager or Director will be investigated thoroughly, promptly and in a confidential manner. In addition JSCo will not tolerate retaliation against any Resident for making a complaint to the Manager or Director or to any other member of management.

If harassment of a JSCo employee, Resident, guest, vendor or invitee is established, JSCo will discipline the offending Resident. Disciplinary action for a violation of this policy can range from verbal to written warnings up to and including termination of the lease agreement.

- 1.11. **Interference with Job Responsibilities** - Residents and guests are prohibited from interfering with the job responsibilities of, or in any way threatening, employees of the John Stewart Company, and of its authorized vendors and service providers.

- 1.12. **Safe Play/Playgrounds** - Skateboarding, roller skating, bicycle riding, ball playing, chasing, and other such activities which may pose a risk to the health and safety of the Residents, or which may cause damage to property, are prohibited in any area not specifically designated by Management for such activities, or without prior written permission from Management. Any damage or injury caused from the acts listed herein is the responsibility of the household whose members or guests caused the damage.

- 1.13. **Keys** - Only household members on the Lease Agreement are allowed to possess keys to any unit or area within the Community.

Keys are not to be duplicated or given to guests, relatives, chore workers, or any other person without written permission from Management.

One set of keys will be issued to each household. A charge of \$7.50 will be assessed for each additional key for household members on the lease.

Upon termination of the Lease, Resident agrees to return all keys to Management. Management may charge the Resident up to \$25 for each key not returned.



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Management reserves the right to deny a request for additional keys.

- 1.14. **Lockouts** - Residents should take care not to lock themselves out of their apartments. A service charge of \$25 will be levied against residents who lock themselves out of their apartment more than 3 times. After business hours, residents must contact a licensed locksmith to gain entry to their unit at the resident's expense.
- 1.15. **Lost Keys** - Residents must notify Management immediately if a key is lost. Resident shall be charged up to \$25 for each key lost. For Residents safety, Management reserves the right to change a lock at, the Resident's expense, when the Resident has lost a key.
- 1.16. **Lock Changes** - Management may change locks to doors or windows upon Resident's request, provided that a police report accompanies said request. Management will not charge the Resident for the first lock change, when a police report is provided. Subsequent lock changes will be at Resident's expense.
- 1.17. **Restraining Orders and or Stipulated Agreements** - Residents are required to inform the property manager in writing within 24 hours of all restraining orders, emergency protective orders, and/or stay away orders of any kind. Residents will comply with all such orders until lifted by proper authorities or for the duration of a stipulated agreement, if applicable.
- 1.18. **No cash** - Except where required by law, Management will not accept payments in cash for rent, repairs, or other charges.
- 1.19. **Tipping and Gifts To Staff** - Tipping staff is strictly prohibited. Gifts to staff may not exceed five dollars (\$5.00) in value.
- 1.20. **Resident Businesses** - Residents are prohibited from operating a business of any kind or engaging in business activity on the premises, including inside their unit. Exceptions apply for a licensed family day care of six clients or less. Written permission is required from Management prior to operating a day care in a Resident unit. See Management for details.
- 1.21. **Pets** - Pets are strictly prohibited. Residents and their guests may not bring visiting animals or pets to the property. Under no circumstance are pit bull dogs or other aggressive animals allowed on the property. Special rules apply in housing communities for the disabled or elderly. Please see management for policy.
- 1.22. **Unit Transfers** - Management will strive to transfer residents for medical necessity, to correct under-occupancy, or to correct over-occupancy, as appropriate units become available.

Transfers to same-size units are not permitted unless determined by management to be a medical necessity. Proper documentation will be required for medically-based transfers.

Residents will be transferred to units of the bedroom size appropriate for their family, based upon eligibility and income limits.



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Transfer requests must be made in writing, and will be placed on a unit transfer list according to date received.

- 1.23. **Continuous occupancy.** Government-assisted housing may be rented only to eligible residents who occupy a unit on a continuous basis as their only residence. The following rules apply to absences:
- 1.23.1. Residents shall notify management in writing within 5 days if any household member takes residence in any other location.
 - 1.23.2. Residents shall notify management in writing within 24 hours if any household member is or is expected to be absent from the unit for 30 days or more.
 - 1.23.3. Residents shall not be absent from the unit for more than 60 consecutive days for reasons other than illness or accident. If Residents are expected to be absent from the unit for up to 180 consecutive days due to illness or accident, Management shall require verification in writing from a responsible medical authority.
 - 1.23.4. Residents agree to vacate the unit if their absence from the unit, for any reason, exceeds 180 consecutive days or 180 days in any twelve-month period.
 - 1.23.5. During such absence, Management may, without notice, enter the premises at times reasonably necessary to maintain the property, and inspect for damage and needed repairs.
- 1.24. **Options for Persons with Disabilities** – Management has a legal obligation to provide "reasonable accommodations" to residents if they or any person on the lease has a disability. Compliance actions may include reasonable accommodations as well as structural modifications to the unit or premises, to the extent these can be implemented without creating financial or administrative burdens to the property.

Examples of reasonable accommodations and structural modifications include:

- Making alterations to a unit so it could be used by a resident with a wheelchair;
- Installing strobe type flashing light smoke detectors in an apartment for a resident with a hearing impairment.
- Permitting a resident to have a seeing-eye dog to assist a vision impairment;
- Making large type documents or a reader available to a vision impaired resident;
- Making a sign language interpreter available to a hearing impaired resident;
- Permitting an outside agency to assist a resident with a disability to complete their annual recertification.

A household with a disability must still be able to meet essential obligations of tenancy - they must be able to pay rent, to care for their apartment, to report required information to the Manager, avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.



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A reasonable accommodation may be requested at any time during residency. Residents may reserve the right not to discuss a situation with management. If a resident chooses to make a reasonable accommodation request, the resident waives the right to privacy concerning the situation only to the extent necessary to verify the need for such accommodation/modification.

- 1.25. **Accessible and Adaptable Units** -Residents acknowledge that if they reside in a unit that is designed to be accessible or adaptable for persons with disabilities, and/or have been assigned a parking stall that is designed to be accessible to persons with mobility impairments, Residents agree to be relocated to a comparable unit and/or agree to use a different parking stall if their unit or parking space is needed for persons requiring these special features.

- 1.26. **Grievance Procedure** - If an Applicant or a Resident feels any representative of management has acted in a discriminatory manner, Residents have the right to enlist the grievance procedure. Please see Management for a copy of that procedure.

If you feel you have been discriminated against based on a disability, you may contact the local 504 Coordinator, Loren Sanborn, Senior Vice President, 415-345-4400.

2. CARE AND USE OF UNITS

- 2.1. **General Care of Units** - Residents must maintain the unit in a decent, safe and sanitary condition at all times, to include entrances, patios, backyards, and other areas designated in the Lease.

- 2.2. **Unit Inspections** - Prior to initial occupancy, units will be properly cleaned by Management, and rendered in good condition. Management and Resident will conduct a joint inspection at move-in to record the condition of the unit at that time.

Management will perform inspections quarterly, semi-annually, or annually of all facilities and units, and other inspections as needed, for safety, fire prevention, and lease compliance. 24-hours notice will be provided, except in the case of emergencies. With 24 hours notice, Management reserves the right to inspect units on an as needed basis in addition to any regularly scheduled routine inspection.

Residents have the right to a pre-inspection prior to move-out, to assess the condition of the unit and identify items and costs which would be charged to the Resident at move-out if not repaired, replaced, cleaned or otherwise put in satisfactory condition prior to move out. Management will notify resident of their right to a pre-inspection, unless excepted by law. The purpose of the pre-inspection is to allow the Resident the opportunity to correct any issues in advance. Following the pre-inspection and with 48-hours notice, Management and Resident will conduct a joint inspection to record the condition of the unit at that time. Resident will be assessed for all expenses that may be required to restore the unit to its move-in state, and to repair damage to the unit beyond ordinary wear and tear

- 2.3. **Maintenance/Repair Reporting Responsibilities & Work Order Requests** – Residents are required to report within 24 hours plumbing, heating, weatherproofing and other



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defects, and safety or security problems, whether in the Resident's unit or in common areas. Residents must advise the Management Office when maintenance or repair work is required in their unit. During normal business hours [Monday thru Friday 8:30am – 5pm] residents must go the Management Office and complete a Work Order Form. If a resident cannot come to the office in person the Resident may call the office and Management Staff will complete the Work Order Form with the Resident over the telephone.

If Residents have a maintenance emergency after business hours they may call the Management Office telephone number and the live answering service will receive the Resident's call and contact Management Staff. All after hours non-emergency maintenance must be reported the next business day to the Management Office and will be handled during normal business hours.

All repairs caused by negligence or resident/guest behavior will result in charges to the resident's account. Maintenance staff charges \$ _20_ per hour per staff person plus materials for maintenance and repairs beyond normal wear and tear or due to negligence on the part of a resident or guest.

- 2.4. **Maintenance Hours** - Routine maintenance will be handled during normal business hours. Maintenance emergencies that occur outside normal business hours may be reported via phone at (415) 553-3160.
- 2.5. **Fire Hazards** – Flammable materials must be stored in sealed containers away from heaters, ranges or other sources of heat.

Residents shall not store or hoard furniture or materials that may pose a fire, health or safety hazard.

Oxygen tanks must not be stored outside the unit or in any common area. Residents must inform Management if oxygen tanks are used in their units. Residents who use oxygen tanks within their units or on the premises must adhere to the safety precautions listed on the usage booklet provided with the oxygen tank. Smoking or open flames are not permitted near oxygen tanks. Oxygen units should be stored away from heat. Oxygen units must be kept away from all flammable materials such as grease, oil, lubricants, Vaseline, hand lotions, and aerosol sprays.

- 2.6. **Smoke Detectors** - Residents, under the terms of their Lease, are responsible to maintain and care for the smoke detectors in their units. Residents must check their smoke detectors regularly to ensure that batteries are still good. Residents are required to change the smoke detector batteries prior to the end of the battery life. Tampering with, disconnecting, or otherwise affecting the function of the smoke detector is a violation of the lease agreement.

Residents are responsible for informing Management immediately of any malfunction, defect, low battery signal or failure in conjunction with said smoke detectors. Management is required to inspect the unit's smoke detectors once a year to ensure that the devices are in proper working condition.



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- 2.7. **Personal Telephone and Cable** – Residents are independently responsible for contacting the telephone or cable company and installing phone and cable service.
- 2.8. **Appliances** - All brochures on appliance operation should be reviewed prior to use. Service calls, damage, and waste resulting from the improper use of appliances will be charged to the resident.
- 2.9. **Stoves, Fan Hoods and Refrigerators** – Residents are required to keep these items clean to assure safe operation of these appliances. Any abuse damage including improper cleaning of these appliances could result in charges to the resident. Clean the fan filter above the stove on a regular basis to prevent hood or Stove fires. See appliance operation brochure.
- 2.10. **Dishwashers, Washing Machines and Dryers** – Residents may not install any of these appliances in their unit. Appliances are limited to those provided by Management.
- 2.11. **Garbage Disposals** - Water should be run during and after use of the garbage disposal. Electric disposals are designed to handle soft foods only, and must not be used for non-food items, or for starchy, fibrous, or granular food items such as potatoes, banana peels, coffee grinds, and eggshells. Damage resulting from misuse of the disposal will be charged to Resident.
- 2.12. **Plumbing** - The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no paper towels or similarly heavy or improper materials shall be thrown therein. The cost of repairing any damage resulting from such misuse shall be borne by the Resident.
- 2.13. **Heating** - Residents may not use any method for heating other than that provided by Management. Due to the risk of fire, space heaters are not permitted.
- 2.14. **Energy Conservation** - Leaky faucets and pipes must be reported immediately to Management to promote water conservation and to reduce waste.
- 2.15. **Drawers and Countertops** - Shelves and drawers are to be lined with non-contact paper only.
Use of a chopping board is required when cutting on any countertop.
- 2.16. **Moving Furniture In and Out** – Residents must notify Management before moving furniture or other bulky items into or out of the buildings. Resident will be responsible for any damage to common areas, the building and their unit when moving furniture in and out of their units.
- 2.17. **Waterbeds** – No waterbeds or water filled furniture shall be placed in or about the premises. Any damages to the resident's unit or any other housing unit, as a result of the violation of this provision will result in the assessment of charges to the resident's account.
- 2.18. **Windows** - Interior cleaning of glass and window sills, including window coverings, is the responsibility of Resident. Exterior window cleaning is the responsibility of Management



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All windows should be closed at all times during storms, high winds, rain or other inclement weather. Resident will be held responsible for all damage that results from failure to comply.

Residents are responsible for broken windows, and will be charged for repair and replacement.

- 2.19. **Window Coverings/Blinds** – All window coverings/blinds are to be maintained as originally designed for the complex. Any damage to the window coverings/blinds will be the responsibility of the Resident, and the Resident will be charged accordingly. Management will not permit any alterations or changes to the color or type of window covering as originally provided by Management. Residents may not replace or remove window coverings provided by management.
- 2.20. **Screens** – Residents must properly clean and maintain the screens, if any, in front of windows so as to prevent damage or misuse. Any broken, torn or damaged screens will be replaced by Management and charged to the resident.
- 2.21. **Outdoor Areas** - Entryways, patios, parking spaces, porches, decks, backyards and community areas must be kept free of clutter and debris.

Nothing shall be hung, draped or shaken from or into balconies, patio areas and backyards. Residents may not hang laundry on balconies or decks.

Patio areas, decks, balconies and backyards may not be used for the storage of personal property. This includes but is not limited to boxes, brooms, mops, bicycles, garbage, debris, buckets, recycling, furniture, carpets, tarps, etc.. Management is not responsible for any items placed on the patio, backyard or deck areas.

Patio-type furniture in good condition is allowed, as approved by Management.

- 2.22. **Barbecues** – Barbecues are not permitted anywhere in the apartment, including balconies, patios, backyards, landings, front porches, or sidewalks and streets. Any use or storage of a barbeque on the premises constitutes a material breach of the Lease Agreement.
- 2.23. **Satellites** – Under the rules of the Federal Communications Commission, Residents have a right to install a satellite dish and/ or receiving antenna within the leased premises. Owner/Agent is allowed to impose reasonable restrictions relating to the installation and maintenance of the satellite dish and receiving antenna. Some units may not have any areas where a satellite dish is permitted. It is not management's responsibility to provide a location for a dish. Residents are required to inform Management prior to the installation of a satellite dish or antenna. At the time of submitting this request, Resident must provide Management with a \$200 deposit and sign a Satellite Agreement. Please see Management for further details.

- 2.24. **Alterations** - Management will allow no interior or exterior alterations, additions or



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changes to the original structure or interior design of the building without prior approval by Management, including painting, window coverings and installation of satellite dishes and antennas.

- 2.25. **Signs** - No signs, signals, stickers, advertisements, pictures, notices, radios or awnings shall be in any manner affixed or exposed at any window, door, exterior, or common areas of the property, except in areas specifically assigned by Management.

Management may make an exception for holiday decorations. Exceptions notwithstanding, Residents may not use common areas, and may not apply tape or adhesives on unit front doors and other painted surfaces. Holiday decorations must be removed within ten days following the holiday.

- 2.26. **Renter's Insurance Recommended** - The fire and property insurance of the complex does not cover residents' personal possessions. We urge each resident to obtain renters insurance to protect against loss or damage.

Management is not responsible for damage or loss of resident possessions that are left anywhere on the premise including in common areas, laundry facilities, automobiles or units.

- 2.27. **Security Deposits** - Pursuant to the Security Deposit section of your Lease, you will pay us in advance of occupying your unit a security deposit. If you fail to occupy your unit, we may apply your security deposit to the payment of rental charges due and owing from you. Security Deposit can be retained for the following: unpaid rent, key charges, late rent fees, NSF charges, and damages and maintenance charges.

Security Deposit and Personal Belongings: If a Resident should die or become incompetent and, in the sole judgment of Management it is impracticable to refund any of the Resident's security deposit to him or her, then it will be paid to the person listed on the attached emergency contact sheet. Any furniture or other personal property left in a Resident's apartment at the time of vacating may be turned over to the person listed on the emergency contact sheet. If Management is unable to contact the person listed on the emergency contact sheet, or if the person is unwilling or unable to retrieve all personal property from the premise within the time period provided by the law, then the Resident's belongings will be discarded or donated to charity.

3. COMMUNITY SAFETY & CARE

- 3.1. **The Community Room** - The Community Room is for the use of residents and invited guests only. All personal use of the Community Room requires a signed agreement by the resident outlining the terms and conditions of its use. Residents interested in using the community room must reserve the room at least one week in advance and receive prior written approval from Management.

A refundable deposit of \$150 must be paid in the form of a money order or cashier's check to Management at the time of the reservation. This deposit will be refunded provided the room is restored to its original condition of cleanliness and order.



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If a resident fails to restore the Community Room to its original condition, Management will retain the deposit and any damages above that amount will be billed to the resident. This amount will be due and payable within ten (10) days of the notification of the cost of the damages.

The kitchen area should be kept clean and neat. All food items should be removed from the refrigerator, counters, cabinets and stove at the end of the event. All trash should be bagged and placed in the appropriate trash containers. If a resident uses the kitchen for an event, the floor must be swept, mopped, and returned to its original condition.

Consumption of alcoholic beverages in the community room is prohibited at all times.

- 3.2. **The Community Resource Center** –Residents and family members agree to abide by the rules and procedures as set forth for the Resource Center. Any damage resulting from misuse of the center and its resources will be charged to the resident.
- 3.3. **Loitering** - Residents and their guests may not loiter anywhere on the site.
- 3.4. **Soliciting** - No solicitation or handbill distribution of any kind is allowed in the Community.
- 3.5. **Alcohol** – The consumption of alcohol in common areas and outside your unit is strictly prohibited.
- 3.6. **Smoking** - There will be no smoking of any kind in and around the common areas, including the Management Office, community rooms, laundry rooms and any other area designated by Management.
- 3.7. **Obscenity** - Obscene language and gestures are prohibited in common areas.
- 3.8. **Common Area Attire** – Residents must be fully clothed at all times. Shoes must be worn in all common areas, elevators, and offices. All attire must not be soiled. Pajamas, nightgowns and bathrobes are prohibited in all common areas, except to and from units to bathrooms if bathrooms are shared.
- 3.9. **Video & Audio Recording and Photography** – No video/digital recording, audio recordings or photography in the common areas are allowed without express permission from management.
- 3.10. **Parking** - Residents acknowledge receipt of, and have read a copy of, the attached document labeled "Parking Agreement", which stipulates rules and regulations regarding parking privileges and responsibilities. Failure to comply with the Parking Policy is a lease violation, and could result in assessments, charges, retraction of parking privileges, and other Management action, including termination of lease and eviction.
- 3.11. **Laundry** – A laundry room facility is provided for residents residing at 370 Valencia Street. The laundry room is for residents of that building only. Each resident using the laundry room facility must clean up after their use, and dispose of trash in the proper receptacles. Residents who have laundry in their units are requested not to do laundry during quiet hours.



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- 3.12. **Shopping Carts** – Shopping carts and baskets belonging to commercial stores are not allowed in the building.

- 3.13. **Garbage** - All garbage and refuse must be placed into plastic or paper bags and tied before loading them into garbage bins, dumpsters, and other garbage containers.

Residents must contact management for recommendations on how to properly dispose of all large items such as discarded furniture, bicycles, cardboard boxes, carpets, etc. These items are not to be placed in or around garbage bins at any time. It is not the responsibility of Management to accept these items from residents for disposal. Residents must make their own arrangements for the disposal of these items. Illegal dumping is prohibited and should be reported to Management.

Trash receptacles provided throughout the site are not intended for dumping of household trash. All household trash must be properly disposed of in the designated trash rooms.

- 3.14. **Recycling** – Management requires that you recycle to reduce garbage waste. Blue bins are provided in the trash room for recycling. See the recycling posters in the trash rooms for instructions and information about recycling. Dumping trash in recycling bins is prohibited.
- 3.15. **Green Waste** – Management also provides Green trash bins in the trash rooms for dumping of green waste. Green waste includes compostable items such as coffee grounds, tea bags, eggs, plant, fruit, and vegetable trimmings. Residents are encouraged to participate in the green waste program. Residents interested in participating in the green waste program must sign-up with Management to receive a key to the green waste bin. Dumping trash in green waste bins is prohibited.
- 3.16. **Pest Control** - A professional pest control service will be provided at the complex. Residents' apartments will be treated with pest control on a regular basis. Residents are required to cooperate with Management in their attempt to keep the buildings pest-free. Residents with allergic reactions to pest control treatment must notify Management so that alternative pest treatments can be applied. Management is not responsible for injury, accidents, or ill health arising out of pest control functions performed by unauthorized personnel. Residents shall not allow infestations of bugs or rodents in their units and must report such conditions to Management immediately.
- 3.17. **Bed Bugs** – Residents are required to report the presence or the suspicion of the presence of bed bugs to Management within twenty-four (24) hours. Management is not responsible for the loss of personal belongings or any other costs incurred by the resident as a result of a bedbug infestation. Residents are required to comply with the bed bug remediation treatment program as outlined below. Failure to comply will result in a lease violation, and could lead to the termination of your lease.

It is the goal of Management to maintain the highest quality living environment for our residents. Towards that goal, the Property Manager inspected the unit prior to making it available for leasing and there was no indication of the presence or infestation of insects



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or vermin including bedbugs in the apartment.

BEDBUG WARNING STATEMENT: Bed bugs are wingless parasites that feed on the blood of humans, pets, birds and other animals. Bedbug bites leave itchy bumps on the skin that can lead to other infections if scratched and left untreated. Bed bugs are transferred from place to place when people expose themselves or their belongings to bed bug infested areas. Bed bugs are also transferred when a person brings contaminated objects or items into a building. Bedbugs hide in cracks and crevices in beds, wooden furniture, floors and walls during the day and emerge at night to feed. Bedbugs can quickly spread throughout a building unless all residents fully cooperate with eradication efforts.

Resident agrees to the following requirements:

- 3.17.1. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs.
- 3.17.2. Prior to move-in, Resident shall permit Landlord to inspect all luggage, bedding, clothing, and personal property which Resident intends to maintain in the unit or store anywhere in the building. If an item is, or may be infested, Landlord may, at Landlord's discretion, either prohibit Resident from bringing the item into the unit and building or, require Resident to have the item treated before the item is brought into the unit or building.
- 3.17.3. Resident agrees to keep the unit in a clean and sanitary condition so that the unit does not promote infestation by insects and vermin including bedbugs. Resident shall maintain the unit in a condition that permits reasonable ingress and egress to the unit and unimpeded access throughout the unit.
- 3.17.4. Resident shall not bring used, leased or second hand furniture, bedding, or clothing into the building or project grounds without prior inspection and approval by Landlord to determine that the item is not infested or conducive to infestation.
- 3.17.5. Resident shall immediately notify Landlord of any condition in the unit indicating infestation by insects and vermin including bedbugs. Conditions indicating infestation include but are not limited to: itchy welts on the resident's skin; live bugs in the bed, bedding or clothing maintained in the unit; blood spots on the mattress or bedding; brown or black excrement spots on bedding or the bed; a sweet odor.
- 3.17.6. Because of the risks to other Residents and staff associated with the presence of bedbugs, Resident agrees that conditions indicating the presence of bedbugs constitute an emergency for purposes of permitting the Landlord access to inspect the unit.
- 3.17.7. In the event it is determined that unit must be treated for infestation by insects and vermin including bedbugs, Resident shall cooperate with Landlord and



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Landlord's agents, staff and pest control technicians as required to eradicate any infestation from the unit and the building.

3.17.8. Resident shall permit property management staff and pest control technician's access to the unit upon written notice.

3.17.9. Resident agrees that eradication may require that Resident do the following:

- Discard, or permanently remove from the building, personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspapers, open food, personal supplies, plants, and stuffed animals.
- Seal clothing and bedding in plastic bags for laundering in hot water and then drying at a high heat setting. After such laundering, Resident shall not return the cleaned clothing or bedding to the unit until completion of the eradication process.
- Seal personal property, toiletries, and other personal items in plastic bags for treatment by Landlord's pest control technician.
- Resident shall bathe, and after bathing only wear clothes that have been laundered as required by the eradication process.
- Landlord's pest control service may require Resident to enter into a written agreement concerning treatment to the unit and for treatment of personal property.
- Resident shall relocate to another unit in the event it is determined that relocation is necessary to facilitate eradication of insects and vermin including bedbugs from the unit. Upon reasonable notice to Resident, Landlord may substitute for the unit a comparable unit within the building and thereupon such other unit shall be deemed to be the premises covered by this Protocol & Agreement. The expense of moving Resident and his or her property to the substitute unit shall be borne by Landlord. Upon written notice, Resident shall return and reoccupy his or her original unit upon completion of eradication measures.

3.17.10. Resident has been advised that in order to control and eradicate insects, vermin including bedbugs, Landlord and its pest control technician may use pesticides in and around the unit. Resident has been advised that on site staff has additional information concerning the particular pesticides and chemical agents that will be used during the eradication process. In the event Resident has reason to believe that he or she has a medical condition which precludes Resident from being exposed to pesticides, Resident shall provide written verification from their physician of such condition.

3.17.11. Resident acknowledges that infestation by insects and vermin including bedbugs poses a significant risk to the health and safety of other residents and on-site staff at the building. Landlord and Resident agree that Resident's failure to comply with the terms of this addendum constitutes a material breach of the Lease/Rental Agreement which adversely affects the health, safety and quiet enjoyment of other Residents and interferes with the Landlord's responsibilities.



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3.17.12. Resident agrees to indemnify and hold harmless the Landlord from any actions, claims, losses, damages and expense, including, but not limited to attorney's fees that the Property Manager may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying or using the premises.

By signing this document Resident acknowledges receiving an information sheet titled "Bed Bug Facts: 2-Page Resident Handout".

3.18. **Mold Notification** - Molds and mildews are microscopic organisms found virtually everywhere in our environment, both indoors and outdoors, that spread through the dispersal of airborne spores. When excess moisture is present, mold and mildew can accumulate and grow. If not addressed, accumulations of mold and mildew can lead to adverse health effects such as allergy symptoms, or respiratory problems in some instances.

Residents are required to take the following measures to reduce moisture build-up and discourage the growth of mold and mildew:

1. Properly ventilate the home by operating the Heating, Ventilation and Air Conditioning systems (HVAC), and/or by opening windows and doors. Proper air circulation will help prevent excess moisture build-up in the humid areas of the home.
2. Use the ventilation fans in the bathroom, kitchen, and laundry areas. In order to minimize the opportunity for moisture build-up, start the fans before bathing, cooking, or washing clothes and allow them to continue to operate until after these activities are complete.
3. Wipe down any visible moisture accumulation on windows, walls, ceilings, or other surfaces as soon as possible.
4. If you have a bathroom window, open the bathroom window while bathing, showering, and cleaning.
5. Within 24 hours, notify the Management Office of any signs of water leaks, moisture problems, and/or any signs of excessive mold or mildew growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew. Resident agrees to uphold this responsibility in part by complying with the above list of responsibilities.

By signing this House Rules document, Resident hereby agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages and expenses, including, but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying or using the premises.

3.19. **Proposition 65 Hazardous Substance Disclosure**

3.19.1. Warning: This facility contains chemicals known to the state of California to Cause Cancer, and birth defects or other reproductive harm. These same chemicals may be present in foods or beverages sold or served here.



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3.19.2. I agree that I have received and read a copy of California's Proposition 65 Brochure.

3.20. **Megan's Law** - Notice: The California Department of Justice, sheriff's departments, and police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. Pursuant to Section 290.46 of the penal code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

VIOLATIONS

Violation of any part of these House Rules may result in assessments, charges and other Management action, including termination of lease and eviction.

AMENDING HOUSE RULES

Management may amend these rules at any time following a thirty (30) day notice to residents.

By signing this statement below, I am acknowledging that I have read, understand and will abide by all of the rules of the Valencia Gardens Housing.

Address and Unit Number	Date
Print Name (Head of Household)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Management Representative)	Signature



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EMERGENCY CONTACT SHEET

Emergency Contacts: In case of any emergency, Management requires that you provide an emergency contact. By signing this document, Resident agrees that the persons listed below may take responsibility for any children under 18 years of age or dependant (legally "incompetent") adults.

NAME:	_____		
	PERMISSION TO ENTER UNIT? (CIRCLE ONE) YES / NO		
ADDRESS:	_____		
	_____	ZIP CODE	_____
TELEPHONE: ()	RELATIONSHIP: _____		

NAME:	_____		
	PERMISSION TO ENTER UNIT? (CIRCLE ONE) YES / NO		
ADDRESS:	_____		
	_____	ZIP CODE	_____
TELEPHONE: ()	RELATIONSHIP: _____		

Security Deposit and Personal Belongings: If I should die or become incompetent and, in the sole judgment of Management it is impracticable to refund any of my security deposit to me, then it should be paid to the first person listed below. Any personal property left in my apartment at the time of vacating may be turned over to the first persons listed below. If Management is unable to contact the first person listed below, or if the first person is unwilling or unable to retrieve all personal property from the premise within the time period provided by the law, then the second person will be contacted. I understand that if I do not list a beneficiary below, or if Management is unable to contact the beneficiaries listed within the period provided by law, my belongings will be discarded or donated to charity.

NAME:	_____		
	PERMISSION TO ENTER UNIT? (CIRCLE ONE) YES / NO		
ADDRESS:	_____		
	_____	ZIP CODE	_____
TELEPHONE: ()	RELATIONSHIP: _____		

NAME:	_____		
	PERMISSION TO ENTER UNIT? (CIRCLE ONE) YES / NO		
ADDRESS:	_____		
	_____	ZIP CODE	_____
TELEPHONE: ()	RELATIONSHIP: _____		

RESIDENT NAME: _____ SIGNATURE: _____ DATE: _____

