

TENANT POLICIES AND HOUSE RULES

LINCOLN GARDENS

1802 F STREET, NAPA CA 94559

(707) 253-1435

1. **EMERGENCY PHONE NUMBERS:** Fire: 911 Ambulance: 911 Police: 911
Management Office: (707) 253-1435 Maintenance: (707) 253-1435

2. **ADDENDUM TO RESIDENTIAL LEASE/RENTAL AGREEMENT:** The House Rules set forth herein shall constitute an addendum to and part of the Lease or Rental Agreement ("Agreement") executed by Tenant, Tenant agrees and acknowledges that any default or breach of the provisions set forth herein shall constitute a default under the Agreement and Landlord may, at its election, terminate the Agreement as a result hereof.
3. **MAINTENANCE, REPAIRS AND ALTERATIONS:** Tenant shall advise Landlord of any items requiring repair. Please make requests for repairs or maintenance in writing by submitting a completed Resident's Service Request Form to the Management Office or Rent Drop between the hours of 9am and 4pm Monday through Thursday and leave a message on the Management Office voicemail notifying us of your service request, if your call is not immediately answered.

If you have an urgent maintenance issue after hours there is an option on the Management Office voicemail to reach a live operator that will contact the available person or service needed. You will also be provided with a move-in binder that contains the contact numbers of specific contractors for repair or service to items in the unit. The contact list is also available on the Lincoln Gardens website: www.lincolngardensnapa.com. In addition, you may contact the on-site Resident Manager, Hadryanna Avalos in #2 in the event of a property emergency. **Please call 911 for all medical or life-threatening emergencies.**

Repair requests must be made in writing as soon after the defect is noted as is practical directly to Landlord or Management. You may find a service request form in your move-in binder as well as on the Lincoln Gardens website www.lincolngardensnapa.com. Tenant shall refrain from making service requests directly to maintenance personnel unless Tenant is directed to do so by Landlord.

Tenant shall refrain from making any alterations or improvements to the unit without the prior written consent of the Landlord. Tenant shall refrain from using adhesives, glue or tape to affix pictures or decorations.

Never put any foreign material in sinks or toilets, including but not limited to: baby diapers, baby wipes, paper towels, feminine napkins, banana peels, cooking grease, gristle and bones, corn husks, fibrous vegetables (celery, artichokes, asparagus), etc. Cost of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures, including washers and dryers caused by Tenant negligence or improper usage are the responsibility of Tenant. Payment for repair must be paid by Tenant on demand.

4. **SAFETY AND SECURITY:** Security is the responsibility of each tenant and each guest. Landlord assumes no responsibility or liability, unless otherwise provided by law, for tenants and guest's safety and security, injury or damage caused by the criminal acts or negligence of other persons.

It is tenant's responsibility to ensure that all doors and windows of the tenant's unit are locked during tenant's absence. It is the responsibility of the tenant to notify the Landlord in the event the locks, doors or windows become inoperable.

Prior to any planned absence from the unit, Tenant shall give the Landlord written authority to allow entry to the unit to any person or provide Landlord with the name and telephone number of any person or entity permitted by Tenant to enter the unit.

Lincoln Gardens is a non-smoking complex. Due to Health and Fire and Safety requirements and regulations as well as for insurance purposes, Smoking is strictly prohibited in or around all the units, buildings and on all balconies and patios. Tenant may not use gas or charcoal barbecues on porches, balconies, or patios adjacent to buildings. Use of barbecues or propane grills indoors is strictly prohibited. The Patio outside the Commons is the designated BBQ area for the complex.

Tenant shall refrain from using or storing gasoline, cleaning solvent or other combustibles on the premises.

It is the responsibility of tenant to ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in stairways, common areas or about the buildings or carports.

5. **PARKING AND AUTOMOBILES:** If covered parking is provided Tenant shall be assigned one (1) reserved covered parking space for Tenant's use; Additional vehicles belonging to Tenant, his/her guests, family members, or invitees shall be parked in the uncovered areas on a first come first serve basis, with priority given to Lincoln Gardens residents.

Tenants shall not park motor homes, recreational vehicles, travel trailers, storage trailers, camper shells, tent

trailers, boats, campers, equipment, large trucks, large vans, or unauthorized vehicles within the complex.

Tenant shall not perform vehicular work on or in front of the property. Vehicles shall not be parked, repaired, or washed on the premises. Vehicles leaking fluids shall be repaired or removed from the property.

All vehicles operated or parked within the apartment complex must be legal to operate on this state's highways, and must have current and valid registration and licensing. Vehicles shall not be parked in painted curbed areas which have been designated as fire zones and/or "no parking" areas.

Motorcycles shall not be parked in an unlawful or unsafe manner, upon any sidewalk, or upon landscaped or common areas within the apartment complex. Tenant expressly agrees and acknowledges that any vehicle which is inoperable, unlicensed, abandoned, noisy, unauthorized or improperly parked or that is not operated at least once a week shall be subject to towing at the vehicles owners' expense.

Landlord shall not be responsible or liable for damage to or theft of vehicles operated, parked or stored on Landlord's property.

- 6. NOISE AND CONDUCT:** Tenant shall: Conduct himself or herself and require other persons on the premises with his consent to conduct themselves in a manner that will not interfere with the rights, privacy, comforts or conveniences of other persons.

Refrain from playing musical instruments or operating radios, televisions, or any other sound equipment in a way that will disturb others. Loud music, boisterous play, running on stairs, and slamming of doors are prohibited. Please observe the hours from 10:00 PM to 8:00 AM as sleeping hours when any noise may be disturbing to other tenants;

In the event of rain, close all windows sufficiently to prevent any water from entering the premises;

Keep the front door area and balconies in a neat and orderly fashion, placing only patio furniture, plants, and other suitable items on them. Articles such as clothing, clotheslines, debris, bicycles, fencing, tires, boxes, recycling etc. are not allowed. Tenant gives Landlord the right to removal of any items Landlord deems inappropriate;

Not permit the use of barbecues on the patios or balconies. If you observe someone barbecuing on their patio or balcony you should report this immediately to the Management;

Be responsible for their children and pets at all times and should supervise their children so that they adhere to all the House Rules. Toys may not be left in driveways, breezeways, on sidewalks, carports, or in any common areas. **Pets may not be left to roam unattended and dogs must be licensed and leashed according to the local Animal Control Regulations and Dog Ordinances of The City of Napa. Pet defecation must be removed immediately and disposed of properly.**

- 7. CLEANLINESS AND REFUSE:** Tenant shall keep the unit and the area around the entry to the unit clean, sanitary and free from objectionable odors at all times.

Tenant shall ensure that all recycling, papers and trash are placed in appropriate receptacles so that litter is not created on or about Tenant's unit. Tenants are expected to keep the garbage and recycling areas clean and free of litter. If items are too large for containers, Tenant must make special arrangements for special pick-up, or haul to the dump, which shall be the sole cost of Tenant. **All boxes are to be broken down (no larger than 2'x 2') and flattened prior to being placed in the appropriate containers.** Any items (furniture, garbage, recycling, etc.) disposed of on the premises (upon Tenant occupying or vacating) that generate an extra charge by the Napa Garbage Service, will be charged back to the Tenant.

Tenant shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation. Tenant shall refrain from disposing of any toxic, combustible or hazardous material in trash containers or recycling bins.

- 8. LOCKS:** A lockout charge of fifty dollars (\$50) will be applied in the event that Tenant locks himself/herself out of the unit after hours. A minimum fee of twenty dollars (\$20) will be charged to Tenant for the changing of locks or replacement of keys to either the unit or the mailbox. Alteration or replacement of locks or installation of doorknockers or other attachments upon any door is not permitted. The Landlord shall retain a master passkey to all the units for emergency purposes. Interior door locks are strictly prohibited. All keys must be returned to the Landlord when Tenant vacates. If not, Tenant will be charged for cost of changing the locks and replacing the keys.
- 9. OUTWARD APPEARANCE:** No alterations that will affect the outward appearance of the building, such as installing draperies, sun shades, wind chimes, bird feeders, etc. shall be made without prior written consent of the Landlord. No sign, signal, advertisement, television, radio aerial or satellite dish shall be affixed to any part of the premises, without the prior written consent of the Landlord.

Tenant shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view. Tenant shall refrain from leaving articles on stairs, patios, front porches or common areas. Tenant shall refrain from shaking or hanging clothing, curtains, rugs, and other covering and clothes outside of any window, ledge, or balcony.

- 10. WATER DAMAGE:** Tenant shall close all doors and windows when necessary to avoid possible damage from storm, rain or other elements, and shall be responsible for all damage resulting from failure to do so. Tenant shall report all water entering the building/unit including leaks via the door, windows, ceiling, under sinks (bathrooms & kitchens), toilets, bathtubs/showers and shall be responsible for all damages resulting from failure to do so.

Tenant shall not use or have water-filled furniture or fish tanks on the premises.

- 11. APPLIANCES AND FIXTURES:** It is the responsibility of Tenant to maintain proper working order of all appliances provided. In the event of any need for repair, Tenant shall notify Management/Landlord as soon as possible. Damages due to negligence or misuse of any appliances in the unit will be charged to Tenant. Dishwashers should be run at least once a month to prevent the seals from drying and cracking. Countertops are not tolerant to high heat or scratching or abrasive cleansers. Do not place pots and pans directly from the hot oven or stove onto counters, do not use knives directly on the counter surface, and when cleaning use mild, non-abrasive cleansers. Bathtubs, shower enclosures and sinks should also be cleaned only with mild, non-abrasive cleaners, preferably foam or liquid applied with a soft cloth or sponge. **Do not place aluminum foil liners under burners on stovetop or in the oven under the baking element.** Placing aluminum foil under stove or oven burners reduces the efficiency of the heating coils and may short out the appliance, damaging the elements and stove permanently. Any damage to the stove due to foil under the burners will be at the sole expense of the Tenant. Replacement drip pans are inexpensive and are readily available. For your protection and safety, Fire Extinguishers (dry) have been installed inside every apartment. They are not to be moved or tampered with. They should not have any problem discharging if unused, however **please inspect the dial on the gauge regularly to make sure the needle is clearly in the Green Zone.** If for some reason the needle is in the Red Area of the dial, please let Management know immediately so that it may be serviced and/or recharged as they are under warranty.

- 12. AIR CONDITIONING AND HEATING:** Tenant shall be responsible for maintenance and replacement of the cold air return filter as needed. Air filters should be replaced approximately every three months depending on use. Failure to do so may result in furnace inefficiency or inoperability and repair charges as a result of negligence will be the sole responsibility of the Tenant. As a fire-safety precaution **Tenant shall refrain from storing any items on or next to the furnace. This area is to remain clean and free of items of any kind at all times.**

- 13. SMOKE DETECTORS:** Smoke detection devices are provided in each unit for the safety of Tenants. Tenant shall check the smoke detectors monthly to ensure that they are in working order and clean, and immediately report any problems, maintenance or need for repairs to Landlord or Management. Tenant is responsible for replacing the battery as necessary and vacuuming out the unit periodically. Landlord and/or Management shall have the right to enter the premises to check and maintain the smoke detection devices as provided by law. The disabling of any smoke detector at any time is strictly prohibited. Failure to comply shall result in a Three Day Notice of Breach of Covenant.

- 14. GUESTS:** Guests shall be defined as a person or persons other than the Tenant and designated children, visiting or occupying the premises, and which person or persons have not been approved by Landlord, in writing, as additional permanent occupants. Landlord shall be entitled to exclude or to require Tenant to remove any guest from the premises. Visitors and Guests must abide by the House Rules defined herein and it is the responsibility of the Tenant to ensure that they are aware of these. Guests remaining more than ten (10) days in any six (6) month period will be considered additional unauthorized occupants, and may be removed and charged with trespassing, unless prior written consent is given by Landlord. Unauthorized Guests may constitute a breach of the Agreement. At the discretion of the Landlord, guests may be required by Landlord to go through the application process and, if approved, must sign a Lease.

- 15. AMENITIES:** Tenant acknowledges that any and all amenities, facilities, or services provided by Landlord are provided merely for the pleasure and convenience of the Tenant, and are not included in any manner with the rental of the premises. Nothing contained in this Agreement mandates or requires a responsibility or obligation on the part of Landlord to provide such amenities, facilities or services. Landlord may diminish or terminate any such amenities, facilities or services at any time, without notice, and without any adjustment or abatement of rent or other charges.

The Recreation Center ("Commons") is available to all Tenants on a first come first served basis, with prior approval of Management. Shirts and shoes must be worn in the Recreation Center building at all times. Pets

are not permitted in the Recreation Center. Persons fourteen (14) years of age and younger may use the Recreation Center facilities or services at any time provided that they are accompanied by a responsible adult Tenant. Tenant may entertain no more than four (4) guests in the common area at one time, unless he/she has received prior written consent from Landlord. When permission is granted by Landlord for Tenant to use the facility for any purpose, Tenant accepts responsibility for cleaning and or any repairs needed as a result of the Tenant or Guests use of the Commons and the amenities associated with the Commons.

- 16. SEVERABILITY:** In the event any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, the same shall be deemed severed from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 17. PROMOTIONS:** Tenant acknowledges that the Landlord periodically offers rental promotions or incentives to potential new occupants or tenants. However, Tenant agrees and acknowledges that persons currently renting from Landlord, including Tenant, are not eligible for such promotions or incentives.

TENANT ACKNOWLEDGES RECEIPT OF A COPY OF THE TENANT POLICIES AND HOUSE RULES. TENANT HEREBY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING ADDENDUM TO THE AGREEMENT.

TENANT(S):

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____