

### **Helpful Reminders**

January 1, 2022

To: All Burr White Residents

Re: Tenant Handbook, Tenant Charges, and Tenant Responsible Maintenance

Dear Valued Residents,

We updated our tenant handbook and wanted to share the newest version with you. Please read this handbook thoroughly, as it contains helpful information you can reference while residing in one of our properties.

We would like to remind you of a few key points detailed in the handbook as well, such as what scenarios will result in a charge to the tenants. Here are some common tenant charges, as well as tenant responsible maintenance items

#### Common Tenant Charges:

• Maintenance Request not made through the online Tenant Portal: \$25.00

Returned Check Fee: \$35.00
Application Fee: \$40.00
Notice Posting Fee: \$45.00

• Key Replacement: \$50.00 per key

Garage Door Replacement: At Cost

HOA, Mailbox, or Specialty Key Replacement: At Cost

• Lock Out Fee: \$75.00

Adding or Changing a Roommate: \$95.00

Lease Break Fee: \$395.00 (see page 2 of the handbook for more information)

• Late Rent Fee: 6% of the monthly rent (Charged at the start of the 5<sup>th</sup> day overdue)

#### **Tenant Responsible Maintenance**

Residents will be responsible for the following maintenance issues in the residence:

- Changing light bulbs (correct bulbs <u>must</u> be used), including the following:
  - Fluorescent lightbulbs
  - Patio light fixtures
  - Exterior walkway lights
- Ensuring electrical breakers and fuses are working.
- Clogged (or slowly draining) drains
  - o Try a plunger before contacting the property management company.
  - DO NOT use Drain-O to unclog drains in any of our properties.
- Patching small holes or cracks in paint or walls
- Replacing batteries in smoke detector(s) / carbon monoxide detector(s)
- Toilets or commodes try plunging first
- Garbage disposal not working
  - Push the red reset button on the disposal under the sink (see "Garbage Disposal" section in the tenant handbook)

Please read the attached handbook and feel free to contact us with any questions.

Best Regards,

Burr White Property Management

Burr White Property Management

Phone: (949) 673-7800

Address: 1501 Balboa Blvd, Newport Beach, CA 92663



# TENANT INFORMATION AND POLICY HANDBOOK



Burr White Realty 1501 W Balboa Blvd. Newport Beach, CA 92663

After-Hours Emergency: (949) 675-4630 option "0"

Website: <u>BW Yearly</u> (https://yearly.burrwhite.com/)

Revised January 1, 2022

The requirements of both landlord and tenant stated in this handbook shall become part of every lease agreement signed by residents and management.

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### Welcome to Burr White Property Management!

We are pleased to be of service to you. We have two offices in Newport Beach. Our main office is located at **2901 Newport Blvd**, **Newport Beach**, **CA 92663**, and our Long-Term Leasing Office is located at **1501 W. Balboa Blvd.**, **Newport Beach**, **CA 92663**.

Our normal hours of operation are Monday - Friday; 9:00 AM to 5:00 PM and Saturday 9:00 AM to 4:00 PM. Please contact the property management office directly with any questions at (949) 673-7800 and dial "0" to bypass the voicemail. Your property management team is as follows:

Shawn Maxwell: Property Management – Leasing, Ext. 301
Travis Kuhns: Leasing Agent, Ext. 302
Alex Bones: Leasing Agent, Ext. 209
Teresa Roberts: Administrative Assistant, Ext. 305
Michael Dowling: Maintenance Manager, Ext. 303
Tracy Seeber: Business Development, Ext. 210

The Tenant Portal is where you will make your monthly rent payment, review your account, and submit any maintenance requests. You will receive an online portal activation e-mail or text message from Burr White Property Management.

#### To set up your tenant portal account, please follow these steps:

- 1) Click "Activate Now" in the e-mail or tap the link in the text message to establish a password to your online portal.
- 2) Bookmark or create a shortcut icon for the login page so it is easily accessible for future use.
- 3) You will receive a confirmation e-mail once your portal is activated.
- 4) Download the Tenant Portal Application in the app store for optimal mobile experience on the tenant portal.
- 5) Once logged in, you will land on the dashboard where you can view your current balance owed, as well as current and/or future monthly charges.

<u>To make a one-time payment:</u> Click "Pay Now" or you can set up autopay to create an automatically recurring payment.

- Rent is due on the first of the month. Please make your payment through the Tenant Portal. **Cash** will not be accepted.
- ❖ Please submit all **maintenance issues** or service requests via the Tenant Portal. This is the most efficient way to notify us. In the event of an emergency, such as water leaks, flooding, etc., please contact the office after submitting a maintenance request.

After normal business hours, call (949) 675-4630 and dial "0" for emergencies. We have a live after-hour service that will answer the call immediately.

We are dedicated to giving you our best possible service. We welcome you and look forward to serving you. Thank you in advance for your cooperation.

Sincerely,

Burr White Property Management

# LEASE AGREEMENT / MONTH-TO-MONTH RENTAL AGREEMENT

A lease is a legal document. Your lease indicates what you can legally expect from Burr White Property Management and what we legally expect from you. This is a joint lease and every tenant that has signed the lease is responsible for the entire rental amount.

The lease states the terms by which you are expected to abide. A resident is obligated for the stated term of the lease, and a lease cannot be revoked.

<u>If the resident wishes to terminate their lease agreement prior to the expiration of their lease term</u>, the resident is liable to pay rent until a replacement tenant takes possession.

<u>If the resident vacates the premises before the lease ending date and does not pay rent</u>, we have the right to take legal action for damages and outstanding rent for the remainder of the legal contract.

#### **GUARANTOR / CO-SIGNER**

Guarantor of payment may be required when the applicant's monthly income is less than two and a half times the total monthly rent. The guarantor is required to complete a rental application and sign the rental agreement, which explains their rights and responsibilities. The guarantor needs to be a legal resident of the United States. A guarantor may be required when the applicant has credit history issues or an insufficient rental reference.

The guarantor shall be liable for all lease obligations in full.

#### VACATING AND MOVE-OUT DAY

Please see the "Maintenance/Cleaning Procedures for Vacating" list to advise you on how to clean and maintain the residence before you leave. Moving trucks and vans must be parked in authorized spaces.

Be sure to return all door keys, mailbox keys, remotes as well as all forwarding addresses in order to receive your security deposit refund.

#### PRE-MOVE OUT INSPECTION

Pre-move out inspections are required and conducted 14-days prior to move out. Burr White Property Management will send the date and time with your move out statement.

The tenants have the right to be present during the Pre-Move Out Inspection; however, the inspection may be conducted without the Tenants. The inspection must be conducted during our normal business hours.

#### SECURITY DEPOSIT RECONCILIATION

When all residents completely vacate, an inspection of the residence will take place. The residence must be completely empty with all cleaning, repairs, etc., completed. Please be advised that rent will be charged until all keys and remotes (if applicable) are received by our office (Monday to Friday 9:00 am to 5:00 pm). A reconciliation of the security deposit will be made subject to the condition of the residence.

<u>If all keys and/or remotes outlined in the Key Disbursement Form are not returned on time</u>, residents will be charged for lock and key replacement and/or remote replacement.

<u>If you have scheduled your move-out early</u>, the keys and remotes must be turned in at that time.

After Burr White Property Management has regained possession, the vacating residents will not be allowed to re-enter the residence for additional cleaning, repairs, inspections, etc.

<u>If the residents default in any provision of this contract</u>, the security deposit may be applied against any defaults or breach.

Residents may not, under any circumstances, apply the security deposit toward rent outstanding on the lease agreement. A security deposit cannot be used as rent; a security deposit is to ensure the fulfillment of all lease conditions and is to be used as a contingency against any damages to the residence.

After all residents vacate the property, the security deposit reconciliation will be mailed no later than 21 days from the day keys are received by our office. There will be ONLY one check, if any, sent out per residence.

IT IS THE RESPONSIBILITY OF THE RESIDENT(S) TO NOTIFY BURR WHITE PROPERTY MANAGEMENT OF THE FORWARDING ADDRESS THE SECURITY DEPOSIT CHECK IS TO BE SENT TO.

The deposit check will be made payable to all current tenants listed on the rental agreement. It is up to the person receiving the check or notification to disburse the total received between the other roommates if necessary.

#### **MOVE IN DAY / INSPECTION FORM**

Residents are responsible for paying rent prior to the move-in day.

#### NO KEYS WILL BE ISSUED UNTIL THE MANAGEMENT OFFICE HAS RECEIVED:

- ALL SECURITY DEPOSITS
- o FIRST MONTH'S RENT
- LEASE SIGNUATURES
- PROOF OF UTILITY TRANSFER
- PROOF OF RENTER'S INSURANCE

A MIMO (Move In / Move Out Inspection Form) will be scheduled with the resident by a Burr White employee within 3 days after taking possession of the of the residence. The MIMO Form must be completed by a Burr White employee and a member of the household, within 10 days of occupancy.

At the termination of your lease, this move-in report will be used to determine damages and charges against your security deposit. Therefore, a complete and accurate report is vital to protect your security deposit. Photographs are welcome and will be stored in our office files to verify the condition of the residence at the time of move-in.

#### **RENTER'S INSURANCE**

For your own safeguard and security, we require that you obtain renter's insurance.

- The property owner's homeowner's insurance policy **DOES NOT** cover damage to your personal property located within the residence during tenancy.
- Any damage incurred to your residence, to an adjacent residence, and/or to public areas caused by your negligence will be your responsibility.

The property owner and/or Burr White Property Management will **NOT** be responsible for damages to personal property because of any fires, floods, or damage by the elements of vandalism. Furthermore, we will not be responsible for any personal injuries that occur within the property to residents and/or visitors.

## **UTILITY SERVICES**

Utility services not included in the rent must be in the name of the resident(s) on the lease commencement date and remain in effect until the lease expiration date. Any lapse in utility service will result in Burr White Property Management establishing utility service hook-up at the resident's expense.

<u>If the resident experiences problems with connected utility services</u>, please reach out to the appropriate service provide to consult.

#### **KEYS**

Keys to your residence will be turned over to your possession on the commencement date of the Residential Lease or Month-to-Month Agreement.

o Replacement keys will be issued at a charge of \$50.00 per key. (Note: HOA keys or other specialty keys, such as coded keys will have an additional charge).

<u>If all issued keys, remotes, etc. are NOT returned to our office by your lease expiration date,</u> residents will be charged for lock replacement.

For your protection, the rental office will only issue keys to individuals specified on the lease with a picture I.D.

Alterations or replacement of locks, installation of additional locks, door knockers, mirrors, or any other attachments to the interior or exterior of doors requires prior written approval by Burr White Property Management.

<u>If you are locked out of your residence and require the use of a locksmith</u>, you may have the locksmith make a duplicate key for the current lockset only. You may not re-key or replace the resident locks. We must retain keys to each lock of the property.

<u>If we determine that you have changed the property locks</u>, we may re-key these locks after a 24-hour written notice in the event access is denied and charge such action to you. Copies of the new keys will be available at the office during posted office hours.

All keys are to be returned to us upon vacating the premises.

If you are locked out during our office hours, an authorized resident with proper ID may borrow a key from us Monday-Friday 9:00 am to 5:00 pm. Please note: there will be a \$50 charge for any borrowed key that is not returned to our office within 24 hours.

#### **MAILBOXES**

The proper receipt of mail is important to everyone. Every residence that we lease has a mail delivery system.

<u>If your residence has a locked mailbox</u>, you will be issued only one key. Please keep these mailboxes locked, as the postal services cannot deliver to unlocked or broken mailboxes. Additionally, the postal service will discontinue service to full mailboxes.

Under no circumstances will Burr White Property Management accept resident's mail. Should you have trouble opening your mailbox, submit a maintenance request through your online Tenant Portal and contact our office immediately.

If you have problems with delivery, contact the postal service.

Loss of a key will result in automatic re-keying of the mailbox and the vendor's invoice will be charged to the tenant's account.

#### RESIDENT CONTACT INFORMATION

For your protection and convenience, the lease requires that the rental office retains the most current contact information for all residents, including:

- Home phone number(s)
- Cell phone number(s)
- Work phone number(s)
- o Email address

In the event of an emergency, it may be critical for our office to contact you immediately. All of your contact information is confidential.

Failure to provide accurate and current contact phone number(s) will result in the forfeiture of your right to notice of entry.

#### **PAYMENT OPTIONS**

Burr White Property Management will only accept cashier checks or money orders for all move-in costs (Security Deposit & First Month's Rent).

#### After move-in, rent shall be paid ONLY via the online Tenant Portal:

https://burrwhite.appfolio.com/connect/users/sign\_in

Payment options are available on the Tenant Portal (E-Check or a Debit/Credit Card), but please note that fees may apply.

Please retain all duplicate copies for proof of payment. For more detailed instructions, refer to the subsequent section entitled "TENANT PORTAL".

<u>Cash will NOT be accepted.</u> Any rent balance in arrears must be paid with a cashier's check or money order.

Remember, according to your lease agreement, you MAY NOT make any deductions from your standard monthly rent payment without prior written approval from the landlord. Security deposits are not treated as rent.

Non-payment of rent will result in late fees and the start of an eviction process. When rent is received after the fourth day of the month, residents agree to pay a **LATE FEE and/or PREP & SERVICE FEE** according to the terms of the lease.

<u>If previous charges exist against your account</u>, all outstanding obligations will be paid **FIRST**, followed by the current month's rent. This leaves your rental account with a balance due plus any applicable Late and/or Prep & Service Fee(s).

#### TENANT PORTAL

Burr White Property Management provides Residents with a "Tenant Portal". The Tenant Portal is a convenient and secure way to pay rent and submit maintenance requests. Residents can do so from any smartphone or computer.

An email address is required to activate an account. Residents will receive an activation email containing a unique link.

Be sure to bookmark or create a shortcut icon for the login page for easy access to the Tenant Portal. You will receive a confirmation email once your Tenant Portal account is activated. The confirmation email also contains the URL for the login page.

<u>If you have not received a portal activation email but would like to pay your rent online</u>, please contact the office to confirm your email and request an activation email.

Once logged in, you will land on the **My Summary** tab where you can view your current balance and details of current and future charge.

Click **Pay Now** to make a one-time payment or click **Setup Auto Pay** to create an automatically recurring payment. Select the **E-Check** or **Credit or Debit Card** option and continue.

Please note that the Credit/Debit card option carries an online portal convenience fee that is added to the total of your payment.

<u>If you are making a one-time payment</u>, continue through the steps to submit payment directly to the Management Office. You will receive a confirmation email once the payment is successfully completed.

<u>If you set up a recurring auto payment</u>, continue through the steps and select a date for the recurring payment to begin. You will receive a confirmation email once the payment is successfully scheduled.

With the auto pay option, you specify the account, date, and amount to pay. Automatic payments are canceled automatically after your scheduled move out. Recurring payments are canceled automatically after your scheduled move out. This is a secure and convenient way to pay your rent each month.

To login, please visit: https://burrwhite.appfolio.com/connect/users/sign\_in

## PERFORM OR QUIT NOTICES

<u>If required to issue a pay or quit notice</u>, the notice will explain your rights and responsibilities regarding your debt. This is a legal document, which begins an eviction process

FOR ANY PAY OR QUIT NOTICES NOT SATISFIED BY THE TIME DESIGNATED, A WARRANT IN DEBT WILL BE ISSUED FOR ALL PARTIES OF THE LEASE AGREEMENT,

# REGARDLESS OF WHO IS ACTUALY LIVING IN THE RESIDENCE. ANY PAY OR QUIT NOTICES ISSUED WILL RESULT IN A \$45.00 FINE.

Vacating the residence does NOT terminate your financial obligation through the lease term.

#### **RETURNED CHECKS**

Tenants will be charged \$35.00 (non-sufficient funds (NSF) fee) plus Late Fees and/or Preparation & Administrative fees. Returned checks must be repaid by cashier's check, or money order.

ABSOLUTELY NO CASH WILL BE ACCEPTED FOR OUTSTANDING BALANCES. PLEASE BE ADVISED THAT YOUR RENT MAY NE CONSIDERED LATE IF YOUR CHECK IS RETURNED DUE TO NON-SUFFICIENT FUNDS.

<u>IF YOUR RENT IS LATE,</u> ALL APPLICABLE LATE FEES SHALL APPLY AND BE CHARGED TO TENANT.

#### ADDING OR CHANGING A ROOMMATE

If a tenant listed on a lease agreement decides to vacate the residence and the remaining tenants listed on the lease agreement decide to stay, our office must still be given a formal 30-day notice to vacate.

All remaining tenants are responsible for the full lease agreement. Remaining tenants are subject to provide current verification of sufficient income to qualify to afford rent and owner approval.

<u>If the remaining tenants would like to replace the vacating tenant with a new applicant,</u> they must complete and return an application with a \$40.00 application fee.

The vacating roommate will be required to pay a fee of \$95.00 to Burr White Property Management to process a new lease or addendum to remove the vacating tenant and add the new tenant.

Roommate additions are subject to the approval of the Owner and all current occupants.

<u>If the application is accepted</u>, the new applicant along with the current occupants must sign a new lease agreement.

Our office does not conduct an inspection for any roommate move-outs or move-ins. Any security deposit refunds will need to be executed through the remaining tenants. Our office is not responsible for refunding the security deposit on a roommate move-out. The security deposit is to remain with the contract on the residence until a full move-out occurs.

Remaining and incoming residents and their guarantors accept responsibility for all damages and cleaning charges when the residence is completely vacated. At the end of the lease, new tenants accept the responsibility of restoring the residence to the condition at the time of the original lease move-in.

Since security deposits have been paid by the present tenants no additional security deposit is required by Burr White Property Management, unless otherwise specified. Any transactions of the security deposits should be handled between outgoing / incoming residents

<u>If the new tenants own a pet and moves into a pet-approved residence,</u> an additional pet deposit may be required.

#### ASSIGNMENT AND SUBLEASING

Tenant shall not sublet any part of the premises, nor assign the rental agreement or any interest in it at any time unless prior written approval has been obtained from the landlord. A written request shall first be made to landlord if a sublet or assignment is desired by tenant. Any proposed sub-lessee or assignee shall submit to landlord a rental application and current credit report for the landlord's approval.

Again, unless prior written consent is obtained from landlord, any subletting or assignment of a rental shall terminate the tenant's right and the rental agreement.

Subletting includes, but not limited to, renting out any portion of the residence through vacation sites such as Airbnb. Vacation rentals are considered a business enterprise and only the legal owner of the property can be granted the right to conduct this type of business. Tenants who sublease any part of the property as vacation rentals are subject to eviction ad will be responsible for any fines, taxes, and subsequent licensing costs levied against the property owner.

#### TERMINATION OF LEASE BY MANAGEMENT

A resident's lease may be terminated if there is a breach of any lease provision or non-compliance with related regulations. A written 3-day "Notice to Perform (Cure) or Quit" may be served to the residents as the first warning of a breach, non-compliance or violation has been issued.

If the conduct of the residents or their visitors is objectionable, improper, or creates a disturbance to the other residents, the owner reserves the right to terminate the lease.

A \$45.00 fee will be assessed to the tenants account for service of any 3-day notices.

#### LEASE RENEWALS

We value your residency each year. <u>If you intend to renew your lease</u>, you must notify our office no later than 90-days prior to the expiration of your lease.

All lease renewals are subject to owner approval. Actual lease clause found in your rental agreement relating to lease renewals supersede this handbook, if different.

If your lease is modified, renewed, extended, or if the resident holds over beyond the term of the lease, the obligations of the guarantor shall extend and apply with respect the full and faithful performance of all the covenants, terms, and conditions of the lease and of any such modification, renewal, or extension thereof.

#### **MANAGEMENT ENTRY**

In any housing community, the way a resident maintains their residence can have a direct impact on a neighbor. Management reserves the right to enter residence at any reasonable time to inspect, maintain, or to verify lease obligations (maintenance concerns, illegal resident(s), pets, etc.).

We will always give a 24-hour notice of the intent to enter a residence, except in cases of emergencies, residents requested work orders, or in the event it is impractical to do so. Failure of a resident to provide Burr White Property Management in writing with a contact phone number automatically waives the resident's right to notice.

<u>If you do not confirm a requested entry appointment within 72 hours,</u> we will post a 24-hour notice to enter.

#### LOCKED OUT OF RESIDENCE

<u>If a tenant inadvertently gets locked out of a residence</u>, it shall be the tenant's sole cost and responsibility to contact a locksmith to re-enter the residence.

<u>If any change in keys occurs</u>, the tenant shall notify the property management company immediately and deliver a copy of the new key to the property management company within 48 hours.

**If you need a replacement key,** a key must be purchased from the rental office for a charge of \$75.00. Only authorized tenants (Those listed on the rental agreement) may request a duplicate key.

#### LEGALLY LOCKED OUT OF RESIDENCE

<u>If a legal lock out has been performed by the County Sheriff Department or local law enforcement</u> <u>due to breach of contract and/or eviction service</u>, a tenant may re-enter the residence by contacting the property management company at (949) 675-4630.

Bear in mind that during a legal lock out, the locks have been changed. There will be a \$75.00 trip charge to the tenant if a tenant requires re-entering the residence for any reason.

#### **NOISE DISTURBANCES**

Every resident in your neighborhood has the right to quiet and peaceful enjoyment of their residence. Any noise from your residence should not be heard from neighboring properties. All private parties must be maintained within the confines of the residence itself and not allowed to overflow into the common areas such as balconies, hallways, sidewalks, and parking areas.

Standard quiet hours are between 10:00 pm - 7:0 am. Subject to change according to local municipal code. It is the resident's sole responsibility to understand and abide by the local municipal codes.

Residents who might experience such noise problems are asked to contact the local sheriff or police department for corrective action as each locality has their own noise disturbance ordinance. We also request that you advise the management office in writing on the following workday of details regarding the circumstances of the complaint.

Continued resident grievances, with management verification, will result in a warning from the management office and potential termination of tenancy if the situation is not corrected.

Likewise, should your quiet and peaceful enjoyment be disrupted by a noisy and disrespectful neighbor, please try to work it out with them. If your efforts fail, the police can be contacted on their non-emergency phone number to assist.

If your neighbor is also a Burr White resident, please contact us in writing of the nature of the problem.

#### **PETS**

Should your lease allow a pet, there may be a limit on the total number of pets allowed at any Burr White Property Management residence and the terms of your specific lease must be followed.

In consideration of your neighbor(s), please observe the following rules:

- ➤ Under no circumstances are pets allowed to roam unattended.
  - Pets on common grounds of the community must be carried or leashed and not allowed to roam.
  - Any animal found roaming the community unattended will be removed by animal control
- As a common courtesy to all tenants, pet defecation is prohibited in any common areas or walkways.
  - o It must be picked up immediately and disposed of properly.
- > Do not chain or tie the animal to balconies, patios, or outside buildings.
- Any damages caused by pets are the responsibility of the owners.
- Residents come first, so it is important your pet does not become a nuisance.
  - o If so, you will be asked to remove your pet from the residence.
- No reptiles, dangerous, harmful, poisonous, or illegal animals are allowed.
- > Pet deposits are determined by the owner.
  - o Pet deposits are required for:
    - Cats
    - Dogs
    - Ferrets
    - Rabbits
    - Birds
- Rabbits, hamsters, gerbils, and birds must always be caged.

<u>Violations will be considered a breach of contract and may be grounds for eviction. This will</u> strictly be enforced.

#### PARKING REGULATIONS

Towing policies are strictly enforced. If your vehicle is towed, this is to be handled between vehicle owner and the towing company. Burr White Property Management does not have any leverage with the towing company. Any decision made by the towing company is final.

To avoid the expense and hassle of towing, make sure you are aware of the parking regulations prior to parking your vehicle. It is your responsibility to ensure that your guests follow parking regulations.

When vehicles are towed, it is at the vehicle owner's expense. No vehicle storage is allowed. Inoperable vehicles are subject to being towed. Vehicles must display current tags and inspection stickers to be considered operable. Vehicles cannot be repaired on the resident premises.

No loitering is permitted in the parking lots.

Under no circumstances should motorcycles, mini-bikes, or other motorized vehicles be taken into a residence or hallway. Under no circumstance can any vehicle be parked on lawns or any grassy area.

Boats, trailers, campers, or any other unlicensed vehicle(s) are not to be driven or parked on the premises, unless otherwise specified on the lease agreement.

All city and Homeowners Association (HOA) parking rules and regulations must always be followed by residents and guests.

<u>If any of the above mentioned occurs</u>, vehicles, trailers, campers, etc. are subject to towing at he vehicle owner's expense.

## **WORK ORDER REQUESTS**

Our maintenance staff is on-call and ready to assist you with the care and service of your residence. Maintenance service requests <u>must</u> be submitted through your Tenant Portal. Please be specific when reporting any work orders. A contact person and any (and all) contact phone numbers should be provided.

Maintenance requests emailed or phoned into our office are not guaranteed to be responded to, except for property threatening emergencies. Calling or emailing a maintenance request to a staff member at Burr White Property Management results in that person having to submit a request through the online system on your behalf.

A \$25.00 charge will be added to your account for non-emergency maintenance requests that are called or emailed to our office.

Our office hours are Monday – Friday 9:00 am to 5:00 pm, excluding major holidays.

Be advised that maintenance requests may take up to 2-3 business days before a vendor is available. If you have not received a phone call from our office or a vendor during this time, please contact our office immediately to check the status of your work order.

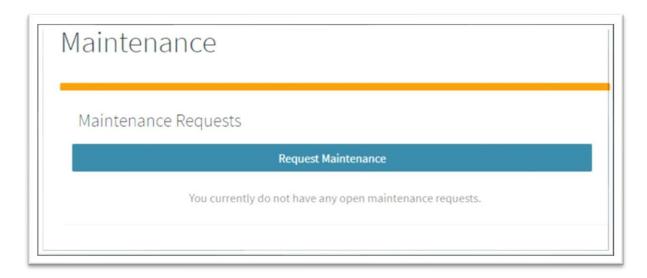
Please be advised that all residents are required to report any maintenance to Management as soon as it is discovered. It is the resident's responsibility to inspect and maintain the property regularly.

<u>If the resident fails to report any necessary maintenance</u>, the tenants may be charged the cost of repairs due to failure to report a problem in a timely manner.

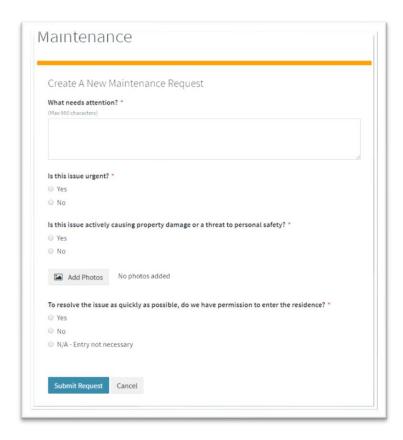
Excessive water bills due to unreported leaks or faulty toilets may result in water bills being charged to the residents.

#### How to Submit a Work Oder through the Tenant Portal

o From the Maintenance tab, click **Request Maintenance**.



- o Enter a detailed description of the issue.
- Select whether the assigned vendor has permission to enter the premises with a key provided by the Management Office.
- o Click Submit Request.



Please be advised the maintenance requests may take up to 2-3 business days before a vendor is available. **If you have not received a phone call from our office or a vendor during this time,** please contact our office immediately to check the status of your work order.

#### **EMERGENCY MAINTENANCE AFTER-HOURS**

Burr White Property Management provides you with maintenance services for emergencies 24-hours per day and 365 days per year by dialing (949) 675-4630 and pressing "0" when prompted.

#### Emergencies include:

- Severe water leaks (other than faucets)
- No heat (in winter)
- Gas leak
- Entrance lock broken where the residence cannot be secured
- Sewer back-ups
- Faulty water heater

In such situations, submit a maintenance request on the Tenant Portal and call our office at (949) 675-4630. Remember, this is for those items who cannot wait until the next workday.

No charge will be made for a service call unless the resident is responsible for the situation through negligence or if emergency maintenance is requested for routine maintenance.

Requests for routine maintenance repairs must be made online via the online Tenant Portal.

#### TENANT RESPONSIBLE MAINTENANCE

Residents will be responsible for the following maintenance issues in the residence:

- Changing light bulbs including fluorescent lights
  - o Correct bulbs must be used
- o Ensuring that electrical breakers and fuses are working
- Clogged drains or slow draining drains
  - o DO NOT USE DRAINO IN ANY OF OUR RESIDENCES
- o Patching small holes or cracks
- o Replacing batteries in smoke detectors & Carbon Monoxide detectors
- o Toilets or commodes try plunging first
- Malfunctioning garbage disposal push the red reset button on the disposal under the sink (see section entitled "Garbage Disposal")

<u>If the phone, gas, water, or electricity is shut off or not working,</u> please contact the proper companies to alert them of any problem(s). We are happy to send someone out to assist, if necessary.

We are always happy to be of assistance and send a contractor out to assist you with any problems in your residence. However, if we send someone out and the repair needed was caused by resident negligence, the bill will be sent to the resident for immediate payment.

Additionally, if your service call is determined to be unnecessary or resident neglect, then all associated bills will be sent to the resident for payment. Common examples of these cases include:

- o Heating or A/C not working when the thermostat is in the "off" position.
- o Garbage disposal clogged by foreign objects, such as forks, bottle caps, coins, or broken glass.
- o Feminine products in the sewer line.

If our maintenance team and/or vendor is sent to the residence because of a maintenance request and there are locked bedroom doors that prevent them from performing the service(s), a \$25.00 charge will be added to your account and must be paid immediately.

#### USE OF GAS OR CHARCOAL GRILLS

No combustible fuels are permitted within the confines of any residence. Gas, charcoal, and kerosene and their associated grills and heaters are prohibited. This includes balconies and first-floor porches.

Exceptions may be made in single-family homes if management provides written approval.

#### TRASH REMOVAL

All residents are responsible for trash disposal and keeping the leased property (or rental residence) clean of trash and debris. Recycling bins are available at many of the properties.

<u>If you are on a municipal solid waste removal system and a problem arises,</u> please contact the municipality directly.

<u>If the residence provides a dumpster system</u>, trash must go directly from inside your residence to the dumpster. Failure to comply with policy will result in a fine.

Trash or filled trash bags may not be stored outside your residence. All trash must be placed in the proper trash bin or dumpster.

# HEATING, AIR-CONDITIONING, AND TEMPERATURE CONTROL

<u>If your residence has a heat pump or forced air unit, during the heating season,</u> move the lever on the thermostat to "HEAT". During the air conditioning season, move the same lever to the "COOL" position.

For normal satisfactory operation, it is recommended that the thermostat be set at 70 degrees in the winter and 76 degrees in the summer. Air-conditioning units should never be set below 69 degrees.

Do not "jiggle" the controls or frequently reset the cooling and heating lever. For optimal operation, remember to close all windows and doors when the heater or air-conditioner is on.

<u>If your residence has another source of heating and you have trouble operating it.</u> please contact Burr White Property Management.

#### WINDOW COVERINGS

Standard window coverings may occasionally be provided by the landlord. Tenants are responsible for routine cleaning of the blinds / window coverings and replacement of any messing vertical blind slats.

#### **PESTS**

Residents are responsible for extermination of insects and small rodents, including but not limited to:

Spiders

- Earwigs
- Ants
- Roaches
- Mice
- Bedbugs

If there is an infestation of insects and/or rodents and it is found to be the cause of the tenants, the tenants will be charged for the invoice to remediate the problem. This may be found to be tenant caused if the tenants are not cleaning the areas properly.

<u>If this is a pre-existing problem</u>, the property owner may incur the full and/or partial charge of the invoice.

During heavy times of rain, you may find that insects and small rodents will enter the residence. The landlord is not in control of such instances. We recommend the use of over-the-counter products such as sprays and traps.

#### GARBAGE DISPOSAL

If the residence is provided with a garbage disposal, it is recommended that the cover be left in the drain position when not in use to prevent any foreign materials from accidentally falling into the garbage disposal.

Resident(s) shall be responsible for keeping the garbage disposal clean of rice, potato skins, chicken bones, toothpicks, matchsticks, celery, food pits, grease, metal objects, coffee filters, and any other items or materials that can cause stoppage of the garbage disposal.

Tenant(s) will be responsible for the repair or replacement of the garbage disposal if the cause of the damage was due to negligence or misuse by the tenant or guests.

When using your garbage disposal, start by turning the water on and leave it running. It is important to maintain a steady flow of water to flush shredded waste through the drains even after the disposal has been turned off. Next, the garbage disposal should be turned on and then and only then, should the waste matter be put in the disposal. Allow the waste to clear before turning off the disposal. Remember, allow the water to run even after the disposal is turned off to clear the drain.

Should the disposal shut off due to an overload, allow the motor to cool for three to four minutes, then push the red reset button on the motor (located in the cabinet under the sink) and resume operation.

If this fails, submit a maintenance request via your Online Tenant Portal.

The disposal is self-cleaning. Never use caustic drain cleaners. An occasional use of baking soda should eliminate any odors.

#### LIGHT BULBS

All light fixtures will be in working order at the time the resident takes possession. Thereafter, the resident will be responsible for the replacement of all light bulbs. All light bulbs must be working when the resident vacates.

When replacing bulbs in appliances, track lighting, vanity mirrors, fluorescent lights and fans, tenants must be sure to use the proper size wattage and type of bulbs.

Any light fixtures with dimmer switches require the use of incandescent light bulbs. Fluorescent light bulbs are not compatible with dimmer switches.

#### PLUMBING FIXTURES

All plumbing fixtures such as sinks, tubs, drains, commodes, etc. are to be used only for the purpose intended. Therefore, no solid articles, disposable diapers, rags, rubbish, hygiene wipes, Swiffer products or grease should be placed in them.

Feminine products should never be disposed of through the waste disposal lines at your residence. All such waste should be placed in the trash containers.

Articles that result in plumbing blockages or that must be removed will be at the resident 's expense.

<u>If maintenance is requested to plunge a line</u>, the resident will be charged for the cost of a plumber to service the address.

<u>If your toilet/commode overflows</u>, immediately lift the cover off the tank, reach inside and hold the flapper firmly open on the bottom of the tank; then turning the handle located under the toilet/commode tank in a clockwise direction can cut off the water supply for the toilet/commode.

It is the resident's responsibility to inspect and report any water leaks.

#### **SMOKE DETECTOR**

Smoke detectors are in your residence to ensure your safety. We suggest that you check the detector in your residence monthly (or routinely) to ensure it is working properly.

#### To check the detector:

Simply press hard on the Test button and hold for 5 seconds. If the detector fails to operate, you will need to replace the batteries. Batteries should be replaced every 6 months or as needed. If the smoke detector still will not operate after installing new batteries, please call the rental office and request maintenance at the residence.

NOTE: THE LAW REQUIRES THAT ALL SMOKE DETECTORS REMAIN IN OPERATION. THEREFORE, DO NOT REMOVE THE BATTERIES OR IN ANY OTHER WAY IMPEDE THE FUNCTION OF THE DEVICE. REMEMBER, IT IS FOR YOUR OWN PROTECTION.

#### **BALCONIES AND PATIOS**

Residents provided with a balcony or patio, are responsible for its condition and are always expected to maintain the area. No cigarettes, trash, or other items shall be thrown from the balconies or patios. Neither balconies nor patios should be used for drying laundry or putting up antennas.

Only well-maintained flower gardens of a reasonable size would be permitted. Planter boxes or flowerpots must be raised above the deck system to allow water to properly drain. Water retention may damage the surface of the patio or deck.

The use of artificial AstroTurf or carpeting is prohibited. No vegetable gardens can be grown in these areas.

Items such as motorcycles, boats, signs, trash containers, doghouses, etc., may not be kept on balconies or patios.

All patio furniture, chairs, portable barbecues, etc. must have rubber feet or 2-inch coasters at the leg ends to prevent punctures or rust stains to the deck or patio surface.

For your safety, Burr White Property Management warns you to limit the number of people on a balcony at one time. Residents assume liability for any items left in these areas and are responsible for always maintaining their balcony or patio in a neat and orderly manner.

#### **COMMON HALLWAYS AND PORCHES**

It is against fire regulations to block the entry hallways with bicycles, baby carriages, toys, shoes, boots, etc. Safe passage must be provided for all residents and guests.

<u>If such items are found in the entry halls</u>, we will give one warning. On the second offense, 3-day Notice to Perform Covenant (Cure) or Quit will be served. A \$45.00 Prep & Service fee will be assessed to the tenant's account.

Please keep all porches, stairwells and sidewalks clear of all items, which could impede traffic in both normal use and in the case of an emergency.

Residents may not post any signs or other advertising matter in windows, hallways, doors, and mailbox or outside the building.

#### ABANDONED PERSONAL PROPERTY

Burr White Property Management will consider any personal property left in a residence after the lease term as abandoned by the vacating tenant(s).

Our office will dispose of any abandoned personal property in accordance with California Law.

#### SATELLITE DISHES

The rules regarding the installation of satellite dishes vary from residence to residence. Should you want to install a satellite dish, you must make a written request to the management office. Your written request must include the location of the dish, detailed method of installation and proof of liability insurance specifically relating to the satellite dish.

<u>If your request is granted</u>, the satellite dish cannot exceed 18 ". Satellite dishes may never be installed in a manner that permanently alters the residence (i.e. NO DRILLING OF HOLES).

It is the responsibility of the tenant to remove the satellite dish when vacating the residence. The tenant will be responsible for charges to remove satellite dishes from the residence.

#### LAWN AND GROUNDS MAINTENANCE

If a gardener (for basic gardening) is not provided for the rental property, then it is the sole responsibility of the tenant to maintain the yard areas. You are expected to care for the lawn and grounds, keeping them in good condition. This includes:

- o Regularly cutting the grass
- o Fertilizing the lawn
- o Trimming shrubs
- o Raking leaves,
- o Edging all walkways, curbs, and driveways
- o Treating fire ant beds
- o Keeping vines from growing onto the house

Please keep shrub and tree growth away from the roof, eaves, and side of the house. You are required to report any conditions, which will cause permanent or temporary damage to the grounds, and to treat for lawn for pests.

Flowering trees must be pruned at the proper time of the year for their species and all flowerbeds must be kept free of weeds, grass, etc. Extra water is required during the summer months.

Failure to do so may result in the replacement of grass, which may be costly and may be charged to the tenant due to negligence. Whatever is in the beds as a cover or mulch {pine straw, pine bark, etc.) must be kept up by the residents.

<u>If a section of the lawn is blocked off for any reason (ex: dog pen or run)</u>, it still must be maintained regularly.

#### WALLS AND CEILINGS

Please keep the walls of the home clean and in good repair. Do not paint or wallpaper the walls without prior approval.

All walls, baseboards and trim must be washed before vacating. All ceilings must be dusted and/or vacuumed regularly and before vacating.

Do not put any holes in wooden or paneled walls or fixtures since these cannot be patched or matched.

Any drywall damage from the installation of a television by the tenant will be charged to the tenant. You may be charged for the entire replacement of walls if needed.

#### **ADDITIONAL RULES**

Burr White Property Management reserves the right to make any such changes and additions to the rules and regulations relative to the entire residence or community which occasionally be necessary for the safety and well-being of all the residents, care, and cleanliness of the premises.

Please contact our office for an updated version of the "Burr White Realty Tenant Information and Policy Handbook" as changes may be made throughout your tenancy

# STATEMENT OF ACKNOWLEDGEMENT

I/we acknowledge that these policies become part of the lease agreement and are legally binding. The undersigned agree to abide by all the policies as stated herein.

In any instance where the lease agreement and the handbook are in conflict, the lease agreement shall have precedence on all parties to the contract.

Tenant One:	
Signature:	Date:
Tenant One:	
Signature:	Date:
Tenant One:	
Signature:	Date:
Tenant One:	
Signature:	Date:
	a copy of the Tenant Information and Policy Handbook and has read and policies. Tenant also agrees to the periodic inspection of the nagement.
Received by Burr White Representati	ve:
Signature:	Date: