

Vista Del Sol Community Policies

Definitions

For the purpose of these policies, a Resident is any person who is obligated and listed as a resident on the lease. An occupant is any person listed as an occupant on the lease and entitled to occupy the apartment. A suitable and responsible representative will always be defined as a person 18 years of age or older authorized by a parent, guardian, or legal custodian.

There's very little difference between owning and renting an apartment. Once you have moved in, you have all the advantages as if your name was on the title . . . as well as some of the responsibilities. We do not want any apartment to suffer from neglect and lack of proper maintenance. So we want an understanding regarding maintenance service. Most major repairs are our responsibility, however, negligence on the resident's part for plumbing stoppages, garbage disposal misuse, foreign object in toilet, etc will be charged back to the resident.

Be Considerate

Remember you have neighbors, playing your television or stereo too loud not only can disturb a next door neighbor but can irritate you total surrounding area of several apartments in each direction. Be thoughtful of the privacy of others if you want them to respect your privacy.

Everyone should be able to take pride in their apartment. However, this is impossible when neighborhood children and pets invade the property, tear up flowers, destroy fences and deface buildings. Please teach your children to respect the rights of others and maintain a good relationship with your neighbors. Parents are liable for any damage caused by their children. Repeated complaints of violations of these policies are grounds for termination of the rental agreement.

Things We Share

Motor Vehicles and Parking

All parking spaces are assigned. Please park in your assigned space. **If you change vehicles** make sure the office has current information.

The parking lots and carports are to be used only for the parking of automobiles, motorcycles, vans, or pick-up trucks belonging to or used by residents and occupants of the apartment community. Cars without current inspection stickers and license plates are subject to towing. The use of parking lots and carport for any other purpose (such as excessive storage, storage of hazardous chemicals, parking of commercial vehicles, taxi cabs, boats, trailers, large trucks, buses, motor homes or repair of motor vehicles) is expressly prohibited. Excess items that will not fit in the storage area must be removed. The carport has a storage cupboard which should be locked by resident.

City fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios, or inside your apartment. Please do not park in designated fire lanes, handicapped spaces or block trash receptacles. Such action is a violation of City Ordinance. The vehicle will be towed at owner's expense, and vehicle owner is subject to fines. In addition, please do not block areas behind covered parking spaces and garages. Cars will be towed at owner's expense.

All abandoned and/or inoperable vehicles are subject to being towed. In addition, any vehicle with an alarm system which malfunctions, and/or sounds continuously for one hour, or intermittently for a period of three hours is subject to being towed. Working on or washing vehicles is NOT allowed anywhere on the property.

Parking lots are not to be used as playgrounds.

Your Apartment Home

Decorating

Except as may be provided under any applicable Federal, State, or Municipal Statute, Laws or Ordinances relating to the accessibility of the apartment community to persons with disabilities or handicaps, no modification of apartment walls, shelves, or closets may be made without prior approval of the manager. It is permissible for you to hang pictures, mirrors, etc., on the walls of your apartment, but please use bull-dog picture hangers. Please use a cutting board rather than chopping and cutting on the kitchen countertops. Waterbeds are allowed in downstairs apartments only with proof of insurance. In order to keep your apartment home its most attractive, we also ask that your apartment manager approve any window treatment. **Windows must show White to the outside**; aluminum foil or colored window treatments are not allowed. Utilize only the telephone and cable outlets already installed in your apartment. Any additional wiring is prohibited.

Entries & Patios/Balconies

No person shall set or maintain a fire or portable barbecue grill of any combustible material within fifteen (15) feet of any building.

So that each of us can be proud of the appearance of our buildings, we ask that you keep your patio, balcony, or entryway uncluttered and free of trash. Please, no clotheslines or clothes hanging over balconies.

No antenna or tower, including but not limited to satellite dishes, shall be erected on any patio/balcony or any other part of the building for any purpose. Any dish placement must be approved by the management. Help us keep our buildings and roofs & balconies uncluttered.

Keys and Openers

In case of emergency, it is necessary for management to have a key to any additional or replacement locks that were not originally provided upon move-in. There will be a charge per key for replacement of lost door and mailbox keys as well as gate openers.

Guests

Visitation period for guests and family of any age is limited to two weeks, in a one year period. Any special situations such as temporary custody should be referred to management and will be dealt with on an individual basis.

Cleanliness

It is just as important to keep the area outside your apartment neat, clean and tidy at all times as it is to keep it the same on the interior. You, as a tenant, are responsible for its appearance. If you set a good example for your neighbors, chances are they will want to maintain a similar appearance. If you would like to plant flowers in the ground directly in front of your apartment please check with the manager on acceptable plants or just place potted plants around to decorate your entry.

Trash Control

Trash dumpsters are placed at several locations throughout the property. For sanity and appearance, make sure all trash is placed inside the containers. For removal of large items please contact the office regarding proper disposal.

Pool

Swimming is primarily for Vista Del Sol residents. In order to make sure all residents have access to the pool, guest should be registered with the manager. Two (2) guests per apartment. All Children MUST be supervised. No Glass containers in the pool area. Please observe the pool hours. (See separate Pool agreement).

Maintenance

We make every effort to have everything in good working order when you rent your unit, after your move in it is up to you to give it the care and attention needed to keep it that way. However, if there is a problem, please complete a maintenance request form or email the office immediately. Especially water leaks or plumbing issues please don't allow them to go unattended for a period of time. Controlling maintenance costs can help control rent costs. If the maintenance need is caused by neglect, you will be informed of the cost and be billed under separate invoice.

Please report any and all needed repairs to the office immediately and **in writing**. All maintenance requests must be given to the Manager, do not tell the Manager or Maintenance man if you see them on the property. Verbal request are not valid. You may email request to info@vdsapts.com, please state a description of the problem, where it is located, and if we have permission to enter if you are not at home. For maximum efficiency, report all repairs as soon as possible. If we cannot handle them immediately you will be advised when it will be completed.

Maintenance Tips

In Case of a Grease Fire: What to Do!

1. **Do not use water** on a grease fire!! Start evacuating everyone from the area. Fires spread extremely fast and can overwhelm victims in minutes.
2. **CALL 911**. There is no reason to wait, and the fire department can always go back to the station if you are able to get the fire out without their help.
3. The easiest way to smother a grease fire is to **cover it with a pan lid**. Be careful with glass lids - they can break from the extreme heat of an open flame.
4. Grease fires can also be **smothered with baking soda**, but it takes a lot of baking soda to do the trick. Unless the baking soda is easily accessible, it is usually quicker to find a lid. A **dry chemical fire extinguisher** can work too but it can **contaminate your kitchen and your food**.

Appliances and Fixtures

Please do not overload your dishwasher and only use detergents made for automatic dishwashers.

Do NOT pour GREASE down the drain. Cost for having the sink snaked out will be CHARGED to the resident if it is the cause of the drain blockage. Turn on cold water before starting your disposal. To keep your disposal in good working order, do not grind bones, rinds, stringy foods, or potato peels. If your disposal stops, check the red reset button on the bottom of the disposal.

In case of power failure, check your circuit breaker inside your apartment before reporting to the office.

Do not put paper towels, sanitary napkins, tampons, disposable diapers or Q-tips in the toilet.

Cost of any repair or service on appliances and/or fixtures due to their misuse by resident, occupants, and/or their guests will be charged to resident.

Emergency maintenance is provided 24 hours a day. After office hours, call **714-894-5147 or 714-290-0933** for emergency maintenance requests.

Access To Your Apartment

The management must approve any change of apartment locks. It is imperative that we have access to your apartment in order to perform routine work and handle emergency situations; therefore, it is necessary for your manager to have any and all keys to your apartment.

Lockout Policy

The lockout fee is \$25.00. This fee applies to all lockout calls before or after office hours on weekends and on holidays. Whenever maintenance personnel or the exterminator enter your apartment to perform work, they will leave a copy of the service request to let you know what was done. We will not enter without your written approval. (Other than in case of emergency).

Young Residents

No wheeled vehicles will be allowed within the complex; ie. Bicycles, tricycles, big wheels, wagon, scooter or mopeds. They must be parked indoors or in backyards. Please keep the entry to your apartment clean and inviting. Residents will not be allowed to play on the walkways, balconies, sidewalks or stairwells. Not chalk is allowed on common area walkway or on the building. Any damage down by the resident will be charged to the parent. Should a resident require in-house care by a sitter, the sitter must insure the resident will abide by the Vista Del Sol House Rules and must assume responsibility for the resident while in their care. There is NOT any babysitting allowed for off property minors. For good relations with your neighbors it pays every parent to know their family members are behaving themselves when they are outside at play. Minor residents are allowed in the pool ONLY when accompanied by an adult. The pool is open to toilet-trained Minor residents between the hours of 10 am and 4 pm. Each apartment is allowed 2 guests only. For special events contact the office for permission.

For Your Peace of Mind

Every Apartment Resident Should

Notify the manager, in writing, of any burned out exterior or hallway lights, faulty locks, lost keys, etc. Immediately report to the Management Office any suspicious persons, strange vehicles or unusual activity.

Provide management office with written permission from resident in order for management to allow anyone into resident's apartment. This includes servicemen, moving van representatives, out-of-town guests and relatives.

Security Gate

We have a security gate to assist in controlling access to the property, please do not give out the code. Access to the property is for residents only. If you are having a guest over they must park on your assigned space with a note on the dash stating they are a guest of yours. Otherwise their car can be towed. Do not allow children to play on the gate or in the area. Each tenant is issued a transmitter for a deposit of \$35 each. This deposit is refundable upon vacating the apartment and returning the transmitter.

Common Areas

All common areas, including but not limited to parking lots, stairwells, breezeways, laundry rooms, courtyard areas, and pools must be kept clear at all times of any trash, refuse and any other obstructions. All items left unattended in the common areas may be removed and disposed of by are management personnel without notification to owner.

Common areas are for the use and enjoyment of all residents at the community. Any Resident, Occupant and/or their guests conducting themselves in any unreasonable and/or offensive manner shall be subject to being removed from the common areas and such conduct shall further constitute a breach of the lease.

"All children returning from school or other activity must have access to their apartment. The failure of the Resident to provide such access and supervision shall constitute a breach of the lease."

Rent Due Lease Provisions

Rent is due and payable on or before the first of each month. If rent is not paid on or **before the 3rd day of the month**, a late charge of \$50.00 will be charged for any rent received on and after the 4th. **An additional \$5.00 late fee will be charged for each day rent remains unpaid thereafter, maxing at \$75.00.** Please indicate your apartment number on all checks.

A charge of \$25.00 will be made for Non Sufficient Funds (NSF) checks. NSF checks must be picked up with a cashier's check or money order. A \$50.00 late fee will also be charged unless it is proven to be bank error. A letter from the bank is required.

The manager must approve transfers from one apartment to another and a new lease signed. The vacated apartment is inspected and must be left in the condition described in your Move-Out Instructions. Any damage must be paid upon request.

In accordance with your lease contract, we require that the lease term be fulfilled or that the provisions of your lease be complied with and that at least thirty (30) days written notice be provided prior to vacating the apartment. We must have a written forwarding address before any security deposit refund can be made. That apartment must be left in the condition described in your Move-Out Instructions.

Move Out

If you wish to move out of your apartment at or after lease expiration, you must give us THIRTY DAYS PRIOR WRITTEN NOTICE to vacate.

For consideration of the amount of refund of your security deposits, the following requirements must be met:

1. The full term of your lease or rental agreement must be completed.
2. At least thirty days written notice to vacate must be given.
3. Apartment must be left in the same condition as at the time of occupancy (normal wear and tear accepted).
4. All keys and remotes must be returned.
5. All sums due including all sums under of your lease, if applicable, must be paid prior to move-out. Any charges, if applicable, will be made against your security deposit.

Something Special

Pets

Pets must be approved by management, small dogs, cats, birds and fish are all that is allowed and will only be permitted in the apartment with pet agreement in the lease and photograph attached. Pet may be no larger than 30 pounds in weight. A pet deposit of \$300 will be required, plus \$25 additional monthly rent per animal. (This provision does not apply to animal aids by handicapped persons.) Limit of two (2) pets per apartment. Tenants are required to keep pets on leashes at all times when on the grounds in common areas. They are responsible for the cleaning up of all droppings. Noisy barking of dogs must be suppressed by owners at all times or they will be asked to remove the pet (s) from premises. Repeated complaints of violations of these policies are grounds for termination of the rental agreement. (See separate Pet Agreement)

We welcome you to your new home and sincerely hope that you enjoy every day of your residency here to the fullest. We appreciate your cooperation in making your community a happy home for all. If you have a request, please contact the office. The office number is **714.894.0053**.

WHILE THE FOREGOING POLICIES CONTAIN MINIMUM PROVISIONS REGARDING THE SUPERVISION OF PERSONS UNDER THE AGE OF TWELVE (12) YEARS OLD, RESIDENTS ARE ADVISED TO EXERCISE THEIR OWN PRUDENT JUDGMENT WITH RESPECT TO THE UNSUPERVISED USE OF THE FACILITIES LOCATED THROUGHOUT THE COMMUNITY BY MINORS. NEITHER VISTA DEL SOL, NOR OWNER, BY ESTABLISHING THE MINIMUM REQUIREMENTS CONTAINED IN THESE POLICIES ARE IN ANY MANNER REPRESENTING, GUARANTYING OR ENSURING THE SAFETY OF ANY PERSONS WHEN PARTICIPATING IN THE ACTIVITIES OR UTILIZING THE FACILITIES OF THE COMMUNITY WITH OR WITHOUT SUPERVISION.

Note: All of the above policies are subject to change at any time.

RESIDENT	DATE
RESIDENT	DATE

Manager/ Agent