

RESIDENT COMMUNITY GUIDELINES





This Resident Community Guidelines is intended to outline the general policies and guidelines regarding residency within The Parks at Monterey Bay (TPMB). The policies in this guide are designed to help us ensure that we maintain the levels of comfort, convenience, and overall resident satisfaction you deserve. The policies listed herein are subject to change with or without prior notice. We are happy you have chosen The Parks at Monterey Bay for your home.

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1. INTRODUCTION

The Parks at Monterey Bay consists of the following neighborhoods:

- ❖ La Mesa Village, which includes Capehart Forest, La Mesa Cliffs, Pineview Townhomes, Terrace Oaks, and Wherry Grove
- ❖ Naval Support Activity Monterey (NSAM) historic housing
- ❖ Fort Ord Village, which includes Fitch Park, Hayes Park, Stilwell Park, Marshall Park, and Doe Park
- ❖ Presidio of Monterey (POM) historic housing

2. RESPONSIBILITIES AND DUTIES

2.1. *Landlord's Responsibilities*

The Parks at Monterey Bay agrees to maintain all electrical, plumbing, heating, ventilating, appliances, and other facilities and common areas in good and safe working condition, subject to the covenants and duties undertaken by the Resident(s). The Parks at Monterey Bay further agrees to comply with all applicable building and housing code requirements materially affecting health and safety.

2.1.1. *Office Locations*

The Parks at Monterey maintains several local Leasing and Maintenance offices for all future, current and previous residents.

Fort Ord Village (Civilian)

4291 Normandy Rd
Seaside, California 93955
ph 831.644.0400

Fort Ord Maintenance

4518 Joe Lloyd Way
Seaside, CA 93955
ph 831.644.0400

La Mesa Village

1200 Fechteler Drive
Monterey, California 93940
ph 831.644.0400

Fort Ord Military Office

3301 Monterey Rd
Seaside, California 93955
ph 831.644.0400

La Mesa Village Maintenance

1301 Leahy Rd.
Monterey, California 93940
ph 831.644.0400

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2.1.2. Office Hours

Monday – Tuesday – Wednesday – Friday: 8am – 5pm closed from 12pm – 1pm.
Thursday – 9am – 5pm closed from 12-1pm.
Closed on weekends and holidays.

Self-Help centers are available Monday through Friday from 8:00 am to 5:00pm. Self-Help centers are closed on major holidays.

2.2. Resident's Responsibilities

The Resident agrees to abide by all rules, responsibilities, and regulations imposed by The Parks at Monterey Bay, including but not limited to the following:

- ❖ Keep the premises clean and safe;
- ❖ Use all electrical, plumbing, heating, ventilating, appliances, and other facilities and common areas in a reasonable manner;
- ❖ Keep plumbing access points, sprinklers, water spigots, gutters and downspouts unobstructed;
- ❖ Conduct himself or herself, and require guests and other invitees to conduct themselves, in a manner that will not disturb other residents' peaceful enjoyment;
- ❖ Take care not to intentionally or negligently destroy, damage, or remove any part of the premises, nor permit any guest or other person to do so;
- ❖ Comply with all applicable provisions of local building and housing codes materially affecting health and safety.
- ❖ Monthly testing of smoke detectors inside their home.
- ❖ Update leasing with emails address and phone number to stay up to date on community events.
- ❖ Review The Parks at Monterey Bay website at <http://www.theparksatmontereybay.com/> on a monthly basis, at minimum, for updates and information regarding residency.

3. PROPERTY POLICIES

3.1. *Qualifications and Eligibility*

The Parks at Monterey Bay will abide by the following policies in regards to eligibility for number of bedrooms:

- No parent should have to share a bedroom with a child.
- No more than two children should have to share a bedroom.
- A child five years of age or older should not have to share a bedroom with a child of the opposite sex.
- Married dependent parents are eligible for one bedroom

During times of high occupancy, grade or size-appropriate housing may not be available. When these circumstances arise, the Housing Management Office may need to upgrade or downgrade a family to housing of different size or rank, depending on availability in the surrounding villages, pending agreement from the Resident.

Civilian Residents will need to provide documentation on an annual basis; documents that are required are current identification ID's/Passport/Birth Certificates, current month LES, pay stubs and or 3 months of Bank Account Statements. Annual POM 7 and income eligibility is required for tenancy with The Parks at Monterey Bay.

3.2. *Lease Agreement*

Each resident will be required to sign a lease with The Parks at Monterey Bay prior to moving into the assigned homes.

In order for any person other than the military service member to sign the lease, a Special Power of Attorney is required. The POA needs to specifically state the name of the person authorized to handle all the business regarding housing, the name listed must be on the service member's DEERS. The military lease establishes the Basic Allowance for Housing (BAH) and starts allotment of funds to TPMB in an amount equal to the Monterey BAH. Service members are responsible for updating BAH with leasing offices when promoted or there is a change in BAH.

Civilian leases are signed by each person over the age of 18 who will occupy the home.

To terminate a lease, please submit a 30-day Notice of Intention to Vacate with the appropriate Leasing office. For homes vacated prior to the 30-day Notice date and/or lease end date, the resident may be subject to a termination fee.

At any time Parks staff may enter the premises with a written notice posted to the dwelling no less than 24 hours before the intended time of entry. The notice will include the date and time frame of the appointment, and the resident does not have to be present at the time of appointment. Reason for entry may include but is not limited to supply necessary or agreed upon services, make necessary repairs, alterations or improvements, and/or conduct an inspection of the unit.

3.3. **Repairs/Modifications of Units**

Tenants shall make no repairs to the premises, the fixtures located within the premises, the building or any part thereof without the prior approval of management with the exception of drilling nails for picture frames, mirrors or mounting of television is permitted.

Residents are not permitted to make any alterations or additions to the residences or grounds without prior written approval from The Parks at Monterey Bay.

Permanent alterations to the home and grounds are not authorized. All requests for temporary alterations, as well as painting, or attaching or removing fixtures or appliances, must be submitted in writing to The Parks at Monterey Bay, using an Exception to Policy form. All work performed by The Parks at Monterey Bay to accommodate any alteration is subject to charges for labor and/or parts required.

Prior to vacating the home, all alterations must be removed and the residence returned to its original condition at the expense of the resident, unless otherwise specified on the approved Exception to Policy.

3.4. **Animal Control**

Residents may call the SPCA for animal drop-off.

3.5. **Automobile/Motorcycles/Other Motor Vehicles**

Inoperable or unsightly cars, motorcycles, and other motor vehicles (such as cars with flat tires, broken windows, etc.) will not be permitted on or around the premises. Any vehicles that are improperly parked, inoperable, have expired license plates, expired inspection stickers or are unlicensed may be towed away at the vehicle owner's expense. The Resident agrees to abide by parking regulations and to require guests to abide by all parking regulations.

Types of violations include but are not limited to;

- Washing of vehicles on property
- Abandoned vehicles and disabled cars
- Vehicles with expired inspection stickers
- Vehicles with expired license plates
- Vehicles parked in fire lanes or in a manner that obstructs common driveways.
- Vehicles parked in handicap zones, blocking trash receptacles or other vehicles
- Vehicles leaking hazardous materials

Vehicle Maintenance - We apologize for any inconvenience, but due to hazardous substance ordinances, we cannot allow Residents or their guests to work on their vehicles anywhere in The Parks at Monterey Bay. Vehicles may not be repaired on the property (including oil changes). Residents are not allowed to empty vehicle trash, including ashtrays, onto the ground or in parking lots.

Recreational Vehicles - Recreational vehicles (RVs), ATVs, snow mobiles, wave runners, boats and trailers are not allowed on the property for periods exceeding 24 hours; this includes boat-trailers, hauling trailers, recreational trailers, motorcycle trailers, utility trailers and pop-up camping trailers. Even if the vehicle moves location, but is still on The Parks at Monterey Bay property, it is subject to tow at owner expense. Recreational vehicles must always be legally parked and not block flow of traffic.

3.6. Barbeque Grills

The use of charcoal and gas-fired grills on decks, balconies, covered parking areas or patios, and under any building overhang is prohibited. All grills must be used in accordance with all local ordinances. The storage of fuel bottles from gas-fired grills (attached or unattached) inside any structure or on balconies is prohibited. Charcoal grills may be stored on porches, decks, balconies, and patios provided the charcoal is completely extinguished.

3.7. Changes in Resident Status – Military Residents

If at any time after entering into tenancy there is a change in the resident status such as a death of the Resident, discharge from military service, or change in military or BAH status, the Lease shall be altered in accordance with the terms listed below.

In the event of a death of a Resident, eligible dependents may continue to occupy the unit for up to one hundred eighty (180) days. The surviving spouse or guardian may terminate the Agreement by giving ten (10) days written notice.

If the Resident's military status changes, the Resident is required to immediately notify The Parks at Monterey Bay of any such change in eligibility status. If the Resident becomes ineligible for housing, the resident and occupants may continue to occupy the unit for up to thirty (30) days. The resident is required to provide immediate notice of any such change in eligibility status. If the resident does not immediately notify The Parks at Monterey Bay of any change in eligibility status, the resident is liable for paying the market rate rent, calculated from the time the resident became ineligible until such time as the unit is vacated. Market studies detailing the current market rents are maintained in the Welcome Center and Resident Services offices.

Military resident who retires during residency must submit a change of eligibility status, and may be required to transfer to civilian-designated housing or move off-site upon change of status.

3.8. Conditions of Occupancy

The Resident will use the premises solely as a residence for all qualified occupants. The use of the home for any other purpose, including shelter for any additional persons (except temporary guests residing in the home for less than thirty days), is prohibited without prior written consent from The Parks at Monterey Bay.

3.9. Conflict Resolution

As a valued resident of our community, your concerns are very important to us. If you have a concern or wish to dispute any matter relating to the Lease, we have made the following two-step preliminary dispute resolution process available to you so that your concerns are elevated quickly, and to the appropriate staff members, in order to help ensure a timely response to your concerns. To afford us an opportunity to thoroughly evaluate and address your concerns as quickly as possible, any complaint or dispute must initially be submitted to us using the following two-step process:

1. Submit a complaint in writing to the Community Director: To initiate the preliminary dispute

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resolution process, you must:

- a. Prepare and submit a written complaint, using the Owner approved form, to your Community Director describing in detail the complaint, providing adequate supporting information and documentation (i.e., complete written description of the issue, photos, invoices, estimates, etc.), and detailing what specific steps we might be able to take to address your concerns. This form is available by request from your Community Director.
 - b. Cooperate with us as we investigate your concerns, which may include, without limitation, providing us with prompt access to your Premises for inspection or repairs, providing additional documentation, or answering questions about your complaint.
 - c. Allow your Community Director up to five business days from the receipt of your written complaint to fully evaluate your concerns and respond to your complaint.
2. Elevate your complaint to the Regional Representative: If you are not satisfied with your Community Director's response to your complaint, you must:
- a. Make a written request to your Community Director that your complaint be elevated to the Regional Representative.
 - b. Cooperate with us on any additional reasonable requests to allow the Regional Representative an opportunity to thoroughly investigate your complaint so we may attempt to adequately address and resolve it to your satisfaction.
 - c. Allow the Regional Representative up to ten business days from the receipt of your written request to review, evaluate and respond to your complaint.

For eligible active-duty service members, if this two-step preliminary dispute resolution process does not resolve the dispute to your satisfaction, you have the right to utilize the informal dispute resolution process made available through the AHO. You should first attempt to resolve your dispute through the two-step preliminary dispute resolution process outlined above before pursuing the informal dispute resolution process through the AHO. If your dispute, as reviewed under this two-step preliminary dispute resolution process and the informal dispute resolution process made available through the AHO, does not adequately resolve the dispute to your satisfaction, you have the right to pursue your complaint through the formal dispute resolution process as more particularly outlined in the Universal Lease.

The Dispute Resolution Process and Universal Lease are only applicable to eligible active-duty service member tenant who have signed a Universal Lease or its applicable addendum. Any service member tenant who has not yet executed a Universal Lease form for their residence but wants to engage in the formal dispute resolution will be required to agree to the terms and conditions of the Dispute Resolution Process.

3.10. Energy Conservation

Helping conserve natural resources is everyone's responsibility. With minimal effort, residents can make a big difference in the amount of gas, water and electricity our military communities consume each year. Please make energy conservation a priority in your home by doing the following:

- ❖ Maintain the temperature within the 65–70-degree Fahrenheit range.
- ❖ During time of vacancy, raise or lower the thermostat to reduce energy consumption.
- ❖ Close all doors and windows when operating heating unit.
- ❖ Turn off all exterior (outside) lights during daylight hours.
- ❖ Turn off lights in unoccupied rooms.
- ❖ Reduce water usage for cleaning sidewalks or driveways.

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- ❖ Use cold water to operate garbage disposals.
- ❖ Maintain hot-water heater temperature at 140 degrees.
- ❖ Run full-load dishwashers to save energy and water costs.
- ❖ Remove excess food from dishwasher prior to running dishwasher.
- ❖ Avoid using appliances during the peak electrical demand period.

3.11. Exceptions to Policy

If a Resident would like to request an exception to a policy, they must complete an Exception to Policy (ETP) form (this can be found at the Housing Management Office). No verbal agreements will be honored, as The Parks at Monterey Bay management wants to ensure that all exceptions to our policies are documented clearly and in writing. The nature of the Exception to Policy will determine who grants/denies the exception.

The Parks at Monterey Bay grants approval for:

- Resident Handbook exceptions
- Accounting issues
- Facility rentals
- Alterations to homes
- All other exceptions are coordinated with AHO and Garrison Command

Army Housing Office (AHO) coordinates with The Parks at Monterey Bay and the Army Garrison Commander to grant approval for:

- Determining special status i.e., Key and Essential, EFMP, etc.
- Determining priority placement or any variance of an incoming Resident
- Approving the ability to select a home without meeting all criteria as listed in the Incoming military policy
- Approving a Service member to live in an area not designated for their rank band
- Denying housing to a Service member for any reason other than violating the Residential

3.12. Extended Absence

Residents shall notify the leasing office whenever their home will be unoccupied for a period of five (5) days or more (e.g., vacations, TDY, etc.).

3.13. Fences

Residents may erect fences in the rear and side yards, with an approved ETP. Requests for fence installation must be submitted in writing, with a diagram of the proposed fence. Installation of fences, and all associated costs, are the responsibility of the resident. For information regarding rental fences, please contact the appropriate leasing office.

3.14. Guests and Visitors

Residents are allowed to have non-immediate family and unrelated guests in their homes for up to thirty (30) consecutive days. Any guests staying longer than thirty (30) days must have all required approvals from the Garrison (if applicable) and have written permission from the appropriate leasing office.

3.15. Holiday Decorations/Outside Lighting

Outside lighting must be Underwriters Laboratories (UL)-approved and factory listed for outside use. Running electric cords through windows and doors or across heating ducts or vent systems is prohibited. All exterior electrical decorations must be Ground Fault Interrupter (GFI) protected and unplugged when Residents are away from the home.

Decorations, including lighting, for holidays is authorized, but must be installed no earlier than one month prior to the occasion and must be removed no later one month after the occasion. Holiday decorations and outside lighting are prohibited from being placed higher than the edge of the roof gutter. The use of staples, nails, screws, or other mechanical fasteners to attach decorations or lighting to the homes and associated structures is prohibited. Plastic clip-on hooks may be commercially obtained and used to attach decorations and lights.

3.16. Home-Based Businesses

Private businesses within the home are not permitted, without prior written consent from The Parks at Monterey Bay. Any resident determined to be operating a business in their home will be deemed in default of the Lease Agreement.

In accordance with federal regulations, housing can be used as an authorized Family Child Care (FCC) home. Residents must contact the Ord Military Community Child & Youth Services Office in order to apply for FCC certification and approval. Residents providing FCC in their homes agree to hold harmless The Parks at Monterey Bay against action arising from the use of their home as an FCC facility. The cost of adding any equipment or service required to use the home as an FCC facility is the responsibility of the Resident. Department of Defense and Army regulations and The Parks at Monterey Bay policy require individuals who provide childcare in their home for more than ten (10) childcare hours per week on a regular basis to become a certified Family Child Care (FCC) provider.

3.17. **Key and Essential Personnel**

Key and essential military and civilian personnel, who are incumbents of designated key and essential positions, are established by the Installation Commander for the Presidio of Monterey (POM) and the Superintendent for the Naval Postgraduate School (NPS).

The designation of key and essential positions will be kept to an absolute minimum to ensure maximum housing equity for all service members.

The assignment of military personnel to the houses located on Fitch Avenue and Lewis Road at POM, O'Donnell Drive at NPS, and Biddle Loop at La Mesa Village will be restricted to key and essential service members assigned or attached to the respective installation when possible.

3.18. **Noise/Quiet Hours**

Quiet hours will be observed between the hours of 2200 and 0800. Outside of established quiet hours, Residents are required to maintain comfortable noise levels to prevent disturbance of neighbors. If your neighbors are a disturbance, please call the Presidio of Monterey Military Police department. The police report will be used to assist in further discipline.

3.19. **Optional Services**

Cable, Internet, and Telephone services are considered optional services, and are the responsibility of the Resident to coordinate installation. Residents are responsible for all charges related to these services. For more information regarding area providers, please refer to the appropriate Leasing Office, or visit The Parks at Monterey Bay website at <http://www.theparksatmontereybay.com/>.

Satellite dishes, water softeners, and other optional services that require modifications to the building structures are prohibited.

3.20. **Parking**

Parking is permitted only on paved surfaces in designated parking areas. Parking on non-paved areas must be approved in writing by The Parks at Monterey Bay. Parking on lawns, planted areas, sidewalks, and patios is strictly prohibited.

Travel trailers, motor coaches, cargo trailers, camper bodies, camper trailers, commercial vehicles, tractor trailers, boats, personal watercraft, boat/Personal Watercraft (PWC) trailers, and horse/livestock trailers may not be permanently parked or stored on the street, in garages or carports, driveways, yards or parking lots in any housing area. Recreational vehicles may only be parked in the housing area for the purpose of loading and unloading. In no event shall recreational vehicles be parked in housing areas for more than twelve (24) hours without The Parks at Monterey Bay approval.

3.21. **Pets**

Residents may have up to two (2) pets, and must have an approved Pet Addendum on file with the appropriate Resident Services office. Vaccinations records are required at the time of move in. Residents are subject to a pet deposit and may be responsible for damages incurred during residency. Pets are not permitted in playground areas.

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Below are a few basic rules for pets at The Parks at Monterey Bay:

- The following breeds, and any mix of these breeds, of aggressive or potentially aggressive, dogs are banned from the Installation. Refer to Army Policy – Domestic Animals on Army Installation – Paragraph 5.a (3) and 5.a (4).

- Ø Pit Bulls
- Ø American Bull Terrier
- Ø Chows
- Ø American or English Staffordshire Terrier
- Ø Rottweiler
- Ø Doberman Pinscher
- Ø Wolf Hybrids
- Ø Certified Service Animals do not apply

It is the resident's responsibility to prove breed with a DNA test by a certified veterinarian, at the resident's expense.

Residents must have an approved Pet Addendum on file with the leasing office.

- All pets must be registered with the post veterinarian within 10 days of residency with The Parks at Monterey Bay, or within 10 days of arrival of pet.
- No exotic, wild, or farm animals are allowed. Example include but not limited to the following:

Shark	Alligators	Electric Eels	Monkeys	Piranhas	Pufferfish
Snakes	Ferrets	Foxes	Hedgehogs	Raccoons	Rats Skunks
Squirrels	Owls	Ostriches	Falcons	Pot-bellied pigs	
Goats	Sheep	Chickens	Geese		

- Pets must be leashed or under control at all times when outside your home's fenced-in area.
- Residents are required to clean up their pet's waste (in yard and any common area).
- Pets must be provided with adequate food, water and shelter at all times.
- Pets may not be left outside or unattended for longer than 12 hours at a time.
- No pet should be a nuisance to the community in any way.
- Any pet not controlled by their owner, acting aggressively or barking excessively can result in warnings or citations issued by the Military Police. Repeated failure to comply can result in loss of privilege to keep said pet or eviction.

3.22. Pools/Hot Tubs/Spas

Personally, owned pools are limited to small wading pools, not to exceed 18 inches in depth and 8 feet in diameter. Residents will ensure that children utilizing the pools are closely supervised by an adult and pools are emptied when not in use. For health and safety reasons, it is recommended that chlorine tablets be added to the water in pools. Any damage to grassy areas will be repaired at Resident's expense. Pools must be emptied and properly stored immediately after use and may not remain filled overnight. Hot tubs and spas are not permitted in support of conservation efforts.

3.23. Privacy Policy

No resident information will be released to third parties (except for authorized Department of Defense personnel acting in an official capacity), unless requested in writing by the resident, other parties approved by appropriate legal authority, for rental verification/history or credit purposes.

3.24. Prohibited Conduct

Prohibited conduct within The Parks at Monterey Bay includes possessing a weapon prohibited by law, discharging a firearm within the community, or displaying a firearm in the common areas in a way that may alarm others. In addition, possession or sale of illegal drugs, disposing of hazardous chemicals in a manner contrary to local ordinance, harassing or discriminatory acts, and disturbing the rights or comfort of others are considered breach of the Lease Agreement and may result in eviction.

The use of firearms is prohibited. All personally owned firearms and weapons must be registered with the Presidio of Monterey Police Department and stored in accordance with all applicable regulations. This includes BB guns, paintball guns, pistols, rifles, bows, or any other weapon or firearm. Weapons and firearms may be stored in the home as long as they are locked, to include trigger locks, and stored out of the reach of children. Ammunition must be stored in a separate location from the firearm. No loaded firearms are allowed at The Parks at Monterey Bay unless the owner is an active, full-time member of a local, state, or federal law enforcement agency or military service member and is authorized to carry the loaded weapon during the normal course of their duties.

3.25. Rent/Basic Allowance for Housing

At the time of move-in, the service member must establish an allotment to MBMH with Defense Finance and Accounting Service (DFAS) or Personnel Service Center (PSC) using Military Assistance Company (MAC). Rent is equivalent to the current Monterey BAH rates. If the service member is unable to establish an allotment due to DFAS, PSC, or MAC limitations, the service member will have the option to pay his/her monthly rent by Electronic Funds Transfer (EFT). Rent is equal to Monterey BAH, and is paid in arrears (i.e. January rent is paid in February). Rent is due on the first of each month and is considered late on the fourth of the month. Lease agreements for military residents are set at twelve months, and roll over to month-to-month agreements upon expiration of the original lease. Please refer to the Lease for details regarding rent.

Non-military and non-active military residents are leased homes at current market rates, as established by MBMH. Lease agreements are set at twelve months. In the event that the residence is in a path of demolition, or in the event of military need, a non-military or non-active military resident may be required to vacate the premises upon receiving written notice from The Parks at Monterey Bay.

Please note that it is always the responsibility of the Resident to ensure that payment is received by the due date (3rd of every month). Should the Resident experience BAH, EFT or MAC issues, the Resident is responsible to pay their rent until the issue is resolved with the appropriate party. The Parks at Monterey Bay attempts to resolve delinquency issues by notifying the Resident in a variety of communication methods. At times, The Army Housing Office (AHO) may contact active-duty commands to help resolve these delinquencies as is common in Military culture. Although all these attempts may be made in the spirit of customer service, if rent is not paid by the 3rd of the month, a 3-day notice to pay or vacate may be issued as well as \$75 late fee. If payments are returned due to Non-Sufficient Funds a \$25 bank charge will also be added.

3.26. Renter's Insurance

As of January 2015, renter's insurance has been eliminated from the cost component of BAH. Residents must maintain a renter's insurance policy (at your cost) protecting against claims for bodily injury, personal injury and property damages arising out of your use, occupancy or maintenance of the Residence. Renters insurance must have a minimum liability of \$10,000 and a maximum deductible of \$500.00. Resident may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholder Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide". Michaels Management Services must be listed as an "interested party" under the insurance policy. Before the earlier of the Early Possession Date of the Commencement Date, Resident must deliver to us certified copy of the insurance policy or certificates evidence the existence and amount of the required insurance. No policy may be canceled or modified except after thirty days prior notice to The Parks at Monterey Bay (ten days for nonpayment). Resident must notify the Housing Management Office at least thirty days before the expiration of the policy, Resident must also furnish The Parks at Monterey Bay with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. Resident will be liable for the deductible amount if any insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties in only for the benefit of us and our Related Parties and you will not be named as additional insured and/or beneficiary of the policy. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renter's insurance is a material breach of this Agreement.

3.27. Resident Services and Facilities

The Parks at Monterey Bay may provide various services, equipment, and facilities for residents' use, which may include, but are not limited to, pools, fitness centers, business centers, playground equipment, and jogging/bike paths. Use of any service or facility is subject to the rules, regulations, or instructions provided at the facility. The equipment and/or facilities must be used by residents in a manner that is not offensive or dangerous and is in compliance with policies established by The Parks at Monterey Bay or its representatives. The Parks at Monterey Bay retains the right to deny use or access to any Resident, occupant, or guest who, in The Parks at Monterey Bay's opinion, fails to read and follow instructions or fails to comply with the rules or with any of the requirements. The Parks at Monterey Bay has a zero-tolerance policy for vandalism, theft, loud and/or offensive language and behavior, and any actions that threaten the safety, well-being or enjoyment of yourself and others.

For Information on deposits, fees, and how to reserve any of the facilities, please call (831) 644-0400.

3.28. Self-Help Equipment and Supplies

The Parks at Monterey Bay will make materials for gardening and backyard improvements available to all residents. The items are loaned or provided at no charge. Residents should contact their Leasing Office of "loaner" tools and supplies. Items and materials are subject to availability and may change with or without notice.

3.29. Skateboards/Scooters

For the safety of both residents and users, skateboards and scooters are not authorized on roads and streets at The Parks at Monterey Bay. Skateboarding is only authorized on sidewalks in residential areas and in the skate park at Youth Services. The use of appropriate safety and protective equipment is strongly recommended. The Parks at Monterey Bay is not responsible for any damages or injuries that may arise from this activity.

3.30. Smoke Detectors/CO Detectors

Each home is equipped with smoke detectors and carbon monoxide detectors. The Resident certified that these detectors were operational upon move in. Smoke detectors save lives, but only when they work. Residents are responsible for testing these devices on a monthly basis minimum, and replacing batteries as needed to keep the device working properly. If you think your smoke detector or CO Detector is not working properly, please contact the Maintenance Department, we will be happy to fix or replace your detector. Your detector may be sensitive to smoke caused by excessive broiling in the kitchen, but the solution is NOT to disable the smoke detector. Instead, just turn the exhaust fan prior to broiling, which should take care of the problem without putting you or your family at risk.

Residents may be subject to penalties if the devices are intentionally damaged or removed at any time during residency.

3.31. Smoking

Smoking is not permitted in any common area within 15 feet of a building entrance or place where persons under the age of 18 are present. Smoking is not permitted in any indoor area, including residences, at any time. If smoke damage is found in the Resident's home, they will be charged for costly repairs of smoke discoloration and odor damages, including but not limited to: extensive cleaning; priming and repainting of walls and ceilings; replacing mini blinds, light fixtures and flooring; duct cleaning; cabinet refinishing.

3.32. Soliciting

The Parks at Monterey Bay does not allow solicitors in residential areas. The Parks at Monterey Bay will consider individual waiver requests from the Garrison Commander to allow special solicitations. If approved, solicitors must have in their possession a copy of the written authorization from the Garrison Commander.

Residents are asked to request unauthorized solicitors to leave residential community grounds immediately, and notify the Leasing Office or appropriate Resident Services office.

3.33. Speed Limit

Speed limits within The Parks at Monterey Bay are regulated by the Presidio of Monterey Public Safety Office and are limited to fifteen (15) miles per hour, unless otherwise posted.

3.34. Utility Bills

Civilian residents are responsible for installation and payment of all utilities, including water, sewer, trash, gas, and electric. Contact information for utilities may be obtained at any Resident Services office and the Welcome Center.

The Parks at Monterey Bay pays for all utilities for military residents. For gas and electric bills, usage over or under the baseline average may result in a refund or charge of the difference. Please review Section 3.8. for more information regarding gas and electric.

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The Parks at Monterey Bay pays for all reasonable utilities for military Residents. As part of the congressionally mandated utility conservation program for privatized military housing, The Parks at Monterey Bay implemented utility billing for all homes. The utility billing program is intended to encourage conservation and has, indeed, proven to reduce energy consumption in the homes enrolled in the program. All homes are arranged into groupings that are comprised of homes that are similar in age, size, construction type and number of levels of the home. You will only be compared to other homes like yours.

As participants in the program, Residents have the ability to receive a credit if they consume less than the established baseline for their grouping and likewise, must pay the difference if they consume energy above the established baseline.

3.35. Waterbeds

Waterbeds are permitted upon request for approval. Waterbeds are limited to the first floor of the home only and waterbed insurance must be provided to cover any costs related water damages from burst beds.

3.36. Yard / Garage Sales

Individual yard sales are not permitted.

3.37. Political Signage

All Residents, military or civilian, while residing at The Parks at Monterey Bay, are prohibited from promoting political views, political parties or politicians in any advertisement form. While living on federal land, you must abide by the federal rules referencing posting political advertisements. Because The Parks at Monterey Bay is on federal land, it is prohibited to do so.

3.38. Violation Process

The Parks at Monterey Bay maintains rules and restrictions in an effort to promote a safe, friendly, quiet, and enjoyable community that we can all be proud to call home. If a Resident violates a policy from The Parks at Monterey Bay Community Guidelines the following steps will be taken:

Step 1. Violation - Violation is issued and kept in the Resident's file. Resident has 48 hours to correct the violation

Step 2. Warning Letter - If the violation has not been corrected the Resident is issued a Warning Letter. Resident will then have 24 hours to correct the violation

Step 3. Three Day to Perform Conditions and/or Covenants or Quit - If the violation still has not been corrected, they will be issued a Three-Day Notice to Perform or Quit
Examples of violations include, but are not limited to:

- Failure to maintain residence, yard, parking areas, and surrounding areas
- Excessive noise disturbance
- Unauthorized construction or alteration of home
- Parking violations
- Unauthorized commercial vehicles
- Unauthorized vehicle maintenance
- Excessive or improper utility
- Prohibited conduct
- Trampolines (outside of the fence line)/pools/spas

4. LEASE AGREEMENT/COMMUNITY GUIDELINES CHANGES

4.1. *Changes in the Agreement*

From time to time, it may be necessary to change existing rules and/or adopt new rules. If rules change or additions are required, 30-day written notice of such changes and/or adoptions will be delivered to residents. Residents agree that they will adhere to such changes and/or adoptions.

4.2. *Verbal Agreements*

The Lease Agreement and Resident Community Guidelines shall not be modified unless by written amendment or addendum. Verbal agreements are not authorized at The Parks at Monterey Bay. The Lease Agreement and its supporting documents are intended to comply with all applicable provisions of the State of California's Landlord/Tenant laws. The Agreement shall be construed in accordance with such Law and the other applicable laws of the State of California and all obligations hereunder are to be performed in Monterey County, in which the Premises are located.

5. Care of homes

When privatization occurred for family housing at The Parks at Monterey Bay, a commitment was made to the Army to manage and maintain the homes for 50 years. Day to day maintenance and care is required to extend the life of every home, and Michaels Management Services is committed to providing our service members and their families with excellent service, quality homes and a place they can be proud to come home to. The Residential Occupancy Agreement holds the Resident responsible for daily housekeeping in and around the house, reporting maintenance issues in a timely manner, and overall care for the home. **Residents may be charged for any items requiring repair or replacement due to Resident mistreatment, misuse, or negligence.**

5.1. *Rubbish/Refuse/Recycling*

Trash and recycling containers are to be placed at the curb by 7:00am on your scheduled pick-up day. Do not place your container on the street the evening prior to your pickup, as this attracts coyotes and seasonal winds may blow the container over. Trash receptacles must be taken off the street as soon as possible after dumping, but no later than 2100 that same day. Containers should be kept in the rear of the home, in your garage or in a designated area, if one exists. New and vacating Residents should call to set appointments for bulk trash pickup at 831-644-0400. Your trash and recycling bins must be empty and clean at the time you vacate. Major furniture, mattresses, box springs, televisions, big equipment of any kind, and computers all require an appointment for pick-up, fees may be applicable. If you miss the bulk truck, you will be required to remove items from curbside and return them to your garage or back yard until another appointment can be scheduled. If your trash exceeds the capacity of the container, you must hold the excess for the following week. Trash or recyclable overflow should not be placed curbside, it will not be picked up. Place cans at least seven feet from potential obstacles including other cans, cars and driveways with the wheels against the curb. Trash shall be placed inside trashbags, not loose in the container. For sanitary health reasons, the Resident is responsible for keeping their containers clean. All boxes must be broken down and flattened. Items such as packing paper (recyclable), Styrofoam (non-recyclable) and other contents must be bagged.

If containers become unserviceable through fair wear and tear they will be replaced. You are responsible for the control of your container and the expense of replacing them if they are stolen or missing for any reason. There is cost to replace a container; rates are established through the contractor, and prices are subject to change without advance notice.

Hazardous materials, green waste or bulk items are not to be included in your regular trash or recycling.

5.2. **Landscaping**

Standard landscaping which includes mowing, edging, and weed prevention, will be provided in common areas, front yards, unfenced side yards. Grass will be kept below three inches.

Residents are responsible for maintaining the back and fenced yards, which includes mowing, edging, and weed prevention. The grass must be kept below three inches at all times. If landscaping needs arise for the back and fenced yards, the Resident will be responsible for any cost incurred by obtaining professional landscaping services.

Residents may not make any modifications to the yard areas without prior written approval from the appropriate Resident Services office.

We have provided to our Residents, standard landscaping which includes mowing, edging, fertilization, pruning, and weed prevention. This includes common areas, front yards and unfenced side yards.

Residents are responsible for maintaining the back and fenced yards, which includes mowing, edging, and weed prevention. The grass must be kept below three inches at all times. If landscaping needs arise for the back and fenced yards, you will be responsible for any cost incurred by obtaining professional landscaping services.

The landscaping contractor will be in each neighborhood once a week. Please ensure your lawn is clear of all items that would interfere with mowing. This would include hoses, lawn furniture, toys, and anything else that may interfere with the mowing schedule. Residents are responsible for picking up trash or debris from the following areas:

- The front of your home to the street
- The side of your homes, either ½ the distance to the home next to you, or to the first natural barrier (i.e. the street, or a drainage ditch, etc.)
- The back of your home to include an area 10 feet from your fence.

The Parks at Monterey Bay is responsible for the irrigation systems in our housing and common areas. If a sprinkler appears to be broken or is spraying a building, home, or street, you may place a work order by calling (831) 644-0400.

5.3. **Maintenance and Repair**

Residents should promptly request any repairs to be made to the home or its contents, fixtures, security devices or other equipment that is the property of The Parks at Monterey Bay to maintain proper operating conditions. The Parks at Monterey Bay will accept requests for repairs by phone, in person, or online. The Parks at Monterey Bay agrees to keep common areas clean; to provide pest control services as needed (excluding gopher control); to maintain appliances; and to make all reasonable repairs (and subject to the covenants undertaken by the Resident. Damages caused by the Resident or by occupants or guests of the premises, will be repaired at the Resident's expense. All maintenance requests must be directed to The Parks at Monterey Bay Maintenance at 831.644.0400 ext. 1 or placed via our online request system through active

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building.

Work Order Priorities:

- Routine - Response time within 72 hours.
- Urgent - Response time within 4 hours, or within 8 hours outside of normal office hours.
- Emergency - Response time within 1 hour. (Example: locked out of house, etc.)

FOR ALL LIFE THREATENING EMERGENCIES, CALL 9-1-1

5.3.1. Caring for your Appliances

Refrigerator

Clean the interior and exterior of your refrigerator with a mild solution of baking soda and warm water. Please don't use abrasive cleansers, gritty soaps or heavy duty cleaning agents - they do more damage than good. Vacuum under and around the refrigerator, to include the coils on the back, to help the efficiency of your refrigerator.

Range/Oven

If your oven is not self-cleaning, you can clean its interior with an off-the-shelf 'spray on' or 'wipe on' cleaning product. Please take precautions to follow the product directions carefully, though.

The range should be cleaned after every use to prevent stubborn build-up that may be more difficult to clean, and could contribute to fires. Use a soft scrub product to clean the stovetop and oven exterior. Use warm soapy water to periodically clean rings, drip pans, pan supports and oven racks. When oven spills occur, let the oven cool and wipe with a damp cloth.

Dishwasher

- To prevent the drain from clogging, rinse dishes before loading.
- Load dishwasher-safe plastic and wooden items in the top rack.
- To prevent spotting, set the dial on short wash and use a detergent that specifies "sheeting action".
- Some dishwashers come equipped with a rinsing dispenser. It is located on the inside of the dishwasher door. One application usually lasts about three months.
- Carefully load dishes to not interfere with the action of the rinsing arm.
- It's not a good idea to place fragile glassware in the dishwasher; the jet action may cause it to break.

Disposal

- Run cold water before and during disposal operation.
- To deodorize, run cold water and insert orange or lemon peels.
- Please do not use drain-cleaning chemicals. They are very rough on the pipes and the environment.
- Please do not dispose of bones, celery, onion peels, cornhusks, corn silks, watermelon seeds, artichoke leaves, cooking oil, rice, potato skins, pasta, metal, glass, cloth or fish tank rocks, as it will cause damage to the blades. Also, take care not to drop silverware into the disposal.
- If the disposal will not operate when the switch is in the 'on' position, turn the disposal off, locate and depress the red 'reset' button on the underside of the disposal unit under the sink, then turn the unit back on. If the disposal still does not operate, contact the maintenance office.

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- Never put your hand in to the disposal to retrieve items unless it's unplugged from the power source.

5.3.2. Emergencies

Conditions that may constitute an immediate threat to life, mission, security or property are classified as "emergencies", and must be addressed with the appropriate emergency service entity by calling 9-1-1.

Examples of emergencies include, but are not limited to, lock-out, fire, natural gas leak, and flooding. PLEASE NOTE, The Parks at Monterey Bay will enter the residence to perform emergency service request repairs. The resident need not be present.

A maintenance technician will respond to a lock-out call at no charge. If this becomes habitual for a resident, a \$37.50 fee may be charged for lock-out responses.

5.3.3. Urgent Service Requests

The Parks at Monterey Bay provides 24-hour urgent maintenance service. Conditions that could become an emergency are classified as "urgent". These requests will be responded to within four (4) hours of the request during normal business hours and within eight (8) hours outside of normal business hours. PLEASE NOTE, The Parks at Monterey Bay will enter the residence to perform urgent service request repairs. The resident need not be present.

Examples of an Urgent Service Requests include range/oven failures that prevent the Resident from cooking, refrigerator failure that could result in food spoilage, loss of heating, inoperable toilet, broken window, jammed or otherwise inoperable garage door, inoperable door locks, light fixtures, sewage back-up, switches, or receptacles not working, etc.

5.3.4. Routine Service Requests

Routine service requests include work that is not "emergency" or "urgent". Residents are encouraged to contact the maintenance office or Housing Management Office if there are any questions concerning any maintenance issues during normal business hours.

Preventative Maintenance Service Orders are required at least once per year. A notice will be posted on the resident's door informing them of the Preventative Maintenance visit, and the resident need not be present for the work to be performed.

Examples include Light bulb replacement, filter changes, and other routine maintenance.

5.4. Exterior Condition/Appearance

Residents are responsible for maintaining the overall exterior appearance of the home, including, but not limited to, the following:

- ❖ **Driveways and Sidewalks** – Driveways and sidewalks must be free of oil stains and writing;
- ❖ **Occupant-installed Items** – Items including, but not limited to, fences, swings, trampolines, sandboxes, playhouses, satellite dish antennas, and similar items must be approved in writing by The Parks at Monterey Bay prior to installation. Attachment of items to exterior surfaces of the home is prohibited without written consent from The Parks at Monterey Bay. Costs associated with these items are the responsibility of the Resident;
- ❖ **Play Equipment** – Jungle gyms, slides, and other play equipment must be placed behind the home in a fenced yard so as not to be visible from the front of the home. Rope swings are not permitted;

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- ❖ **Trees and Utility Poles** should not be used to install dog runs, signs, hammocks, basketball goals, and similar items;
- ❖ **Extension Cords** – The use of any extension cords, which must meet current post fire safety codes and Occupational Safety and Health Administration (OSHA) standards;
- ❖ **Exterior Painting** – Exterior painting of the home is not authorized;
- ❖ **Dog Houses** – Dog houses must be approved in writing by The Parks at Monterey Bay.
- ❖ **Toys, Lawn Equipment, etc.** – All toys, lawn equipment and similar items must be stored in appropriate storage areas when not in use.
- ❖ **Storage Sheds** – Storage sheds must be approved in writing by The Parks at Monterey Bay prior to installation
- ❖ **Tents** - Erection of tents for a period of 72 hours is authorized only for the temporary use for play purposes and camping in backyards. Running electric extension cords from the house to the tent for the purpose of providing electrical power is strictly prohibited.
- ❖ **Trampolines** –Trampolines must be within a fenced yard in the rear of the home, must be placed only on a flat surface, and cannot be located where there will be an adverse visual impact from the street or from neighbors' homes. Trampolines must be properly secured to prevent damage if they become airborne due to winds. Unauthorized trampolines are considered a violation of the lease agreement and may result in legal notice if cited. Residents are encouraged to secure additional liability insurance to cover any injuries or damages that may occur as a result of trampoline.
- ❖ **Carports** – Carports are not to be used for storage. Any modifications made to the carports must be approved in writing by the appropriate Leasing Offices.

5.5. **Pest Control**

The Resident agrees to cooperate with The Parks at Monterey Bay's pest control program. This includes, but is not limited to, the Resident maintaining the home in a clean and sanitary condition at all times, emptying and cleaning cabinets, drawers, closets, pulling furniture away from walls, and allowing exterminators to enter and treat the home. The Resident shall immediately notify The Parks at Monterey Bay of the presence of pests in the home or common areas. Residential pest control will be undertaken only on an "as-needed" basis.

5.6. **Plumbing**

The equipment and fixtures in the bathrooms and kitchens shall not be used for any purposes other than those for which they were constructed. No sweepings, rubbish, rags, disposable diapers, feminine care products, ashes, or other obstructive substances shall be disposed of therein. Residents should not place metal, string, grease, coffee grounds, nutshells, glass, olive or fruit pits, potato peels, corncobs, paper, wire, bones, or non-food in the kitchen sink garbage disposal. Residents will be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse The Parks at Monterey Bay for any necessary expenses incurred in the repair of such equipment.

6. **SAFETY GUIDELINES**

6.1. **Fire Prevention**

All fires must be immediately reported to the Fire Department (call 911), regardless of the size or nature of the fire, including those extinguished without Fire Department assistance. Additionally, The Parks at Monterey Bay must be notified by telephone at 831.644.0400 as soon as possible. Please note not all houses have fire extinguishers provided by Michaels Management Services.

6.2. **Firewood**

Residents with fireplaces are responsible for submitting a service order to have chimneys cleaned and inspected on an annual basis. Firewood must be stored a minimum of twenty-two (22) feet from any buildings in order to protect homes from termite infestation.

6.3. **Ingress and Egress**

Entrances, hallways, sidewalks, lawns, and other common areas shall not be obstructed. If it is necessary to temporarily block ingress or egress areas, Residents must obtain written permission from The Parks at Monterey Bay a minimum of 48 hours in advance.

6.4. **Security Devices**

If the Resident wishes to install additional security devices requests will have to be made through the Exception to Policy process, if approved The Parks at Monterey Bay must be given keys, codes, and other applicable information regarding the operation of the device immediately upon installation. Any and all security devices installed by the Resident must comply with all applicable federal, state, municipal, or other governmental agency, law, code, regulation, ordinance, or statute. The Resident agrees to hold harmless The Parks at Monterey Bay from any actions arising from the use or malfunction of any security device installed by the Resident.

Police and Fire Department personnel do not respond to alarms from privately-installed security devices.

7. **Household hazardous waste**

Household products that contain corrosive, toxic, ignitable, or reactive ingredients are considered to be "household hazardous waste" or "HHW". Products such as paints, cleaners, oils, batteries, and pesticides that contain potentially hazardous ingredients require special care when you dispose of them.

Improper disposal of household hazardous wastes can include pouring them down the drain, on the ground, into storm sewers, or in some cases putting them out with the trash. The dangers of such disposal methods might not be immediately obvious, but improper disposal of these wastes can pollute the environment and pose a threat to human health. Many communities in the United States offer a variety of options for conveniently and safely managing HHW.

7.1. **List of Common HHW Products**

This list is provided as a guide only, and should not be considered all-inclusive. For more information regarding hazardous waste, please contact your local waste management office.

7.1.1. **Cleaning Products**

- ❖ Oven cleaners
- ❖ Drain cleaners
- ❖ Wood and metal cleaners and polishes
- ❖ Toilet cleaners
- ❖ Tub, tile, shower cleaners
- ❖ Bleach (laundry)
- ❖ Pool chemicals

7.1.2. **Automotive Products**

- ❖ Motor oil
- ❖ Fuel additives
- ❖ Carburetor and fuel injection cleaners
- ❖ Air conditioning refrigerants

7.1.4.

Indoor Pesticides

- ❖ Ant sprays and baits
- ❖ Cockroach sprays and baits
- ❖ Flea repellents and shampoos
- ❖ Bug sprays
- ❖ Houseplant insecticides
- ❖ Moth repellents
- ❖ Mouse and rat poisons and baits

7.1.5.

Workshop/Painting Supplies

- ❖ Adhesives and glues
- ❖ Furniture strippers
- ❖ Oil or enamel based paint
- ❖ Stains and finishes
- ❖ Paint thinners and turpentine
- ❖ Paint strippers and removers

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- ❖ Starter fluids
- ❖ Automotive batteries
- ❖ Transmission and brake fluid
- ❖ Antifreeze

7.1.3. Lawn and Garden Products

- ❖ Herbicides
- ❖ Insecticides
- ❖ Fungicides/wood preservatives

- ❖ Photographic chemicals
- ❖ Fixatives and other solvents

7.1.6.

Miscellaneous

- ❖ Batteries
- ❖ Mercury thermostats or thermometers
- ❖ Fluorescent light bulbs
- ❖ Driveway sealer

ADDENDUM 1: Mold / Mildew

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the house clean, and take other measures to retard and prevent mold and mildew from accumulating in the house. Resident agrees to clean and dust the house on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the house. Resident also agrees to immediately report to the maintenance office or Housing Management Office: (i) any evidence of a water leak or excessive moisture in the house as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (iv) any inoperable doors or windows.

ADDENDUM 2: Asbestos

State and federal laws require notification to Residents of occupants of buildings containing materials that have been identified as health hazards. In an effort to provide high quality management services, a recent evaluation has determined that asbestos-containing materials have been found in housing built before 1981. According to a survey, the areas containing asbestos are generally in good condition and do not indicate any immediate need for asbestos removal. However, asbestos is known to be a cancer and lung hazard. The areas that have been determined to contain asbestos are the sprayed-on acoustical ceiling (resembling cottage cheese) and the wallboard joints. Some linoleum flooring may also contain asbestos material.

Below are tips on what not to do if asbestos is found to be present in your home. Please adhere to the following:

- Do not drill holes in walls, ceiling or floors.
- Do not hang plants or other objects from the ceiling.
- Do not sand or remove the linoleum floor.
- Do not use an ordinary vacuum to clean up asbestos-containing debris.
- Notify Management immediately if you notice any debris you suspect may contain asbestos.

ADDENDUM 3: Lead Based Paint

In March of 1996, the Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) published a final rule, "Lead; Requirements for the Disclosure of known Lead Based Paint and/or Lead Based Paint Hazards in Housing," (61 FR 9064-9088). This ruling requires persons selling or leasing most residential housing built before 1978, to provide purchasers and renters with a federally approved lead hazard information pamphlet- EPA Pamphlet, "Protect Your Family from Lead in Your Home" and to disclose lead-based paint and/or lead based hazards.

ADDENDUM 4: Smoke Detector / Carbon Monoxide Detector

You acknowledge receipt of all Smoke/CO detectors in good working condition. It is your responsibility to test and maintain the detector(s) within your home and to notify Management of any deficiencies. You have been provided with written information regarding testing and maintenance of smoke and carbon monoxide detectors.

ADDENDUM 5: Proposition 65

In November 1986, California voters overwhelmingly approved an initiative to address growing concerns about exposures to toxic chemicals. That initiative became The Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name, Proposition 65.

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Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, birth defects or other reproductive harm. Under Prop 65 businesses are required to provide a "clear and reasonable" warning of possible exposure to these known chemicals.

Many of the chemicals in cigarette smoke are named on the Governors list. We are required to notify anyone who is entering an area that could possibly contain chemicals from second hand smoke of the potential hazard, as minimal as it may be.

ADDENDUM 6: Compact Fluorescent Safety Specifications

Frequently Asked Questions

(Information on Compact Fluorescent Light Bulbs (CFLs) & Mercury, Feb 2008)

Why should people use CFLs?

Switching from traditional light bulbs to CFLs is an effective, accessible change every American can make right now to reduce energy use at home and prevent greenhouse gas emissions that contribute to global climate change. Lighting accounts for close to 20 percent of the average home's electric bill. ENERGY STAR qualified CFLs use up to 75 percent less energy than incandescent light bulbs, last up to 10 times longer, cost little up front, and provide a quick return on investment.

If every home in America replaced just one incandescent light bulb with an ENERGY STAR qualified CFL, in one year it would save enough energy to light more than 3 million homes and prevent greenhouse gas emissions equivalent to those of more than 800,000 cars.

Do CFLs contain mercury?

CFLs contain a very small amount of mercury sealed within the glass tubing – an average of 5 milligrams – about the amount that would cover the tip of a ballpoint pen. By comparison, older thermometers contain about 500 milligrams of mercury. It would take 100 CFLs to equal that amount.

Mercury currently is an essential component of CFLs and is what allows the bulb to be an efficient light source. No mercury is released when the bulbs are intact or in use. Many manufacturers have taken significant steps to reduce mercury used in their fluorescent lighting products. In fact, the average amount of mercury in a CFL is anticipated to drop by the end of 2007 thanks to technology advances and a commitment from members of the National Electrical Manufacturers Association.

What precautions should I take when using CFLs in my home?

CFLs are made of glass and can break if dropped or roughly handled. Be careful when removing the bulb from its packaging, installing it, or replacing it. Always screw and unscrew the lamp by its base (not the glass), and never forcefully twist the CFL into a light socket. If a CFL breaks in your home, follow the clean-up recommendations below. Used CFLs should be disposed of properly (see below).

What should I do with a CFL when it burns out?

EPA recommends that consumers take advantage of available local recycling options for compact fluorescent light bulbs. EPA is working with CFL manufacturers and major U.S. retailers to expand recycling and disposal options. Consumers can contact their local municipal solid waste agency directly, or go to www.epa.gov/bulbrecycling or www.earth911.org to identify local recycling options.

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If your state permits you to put used or broken CFLs in the garbage, seal the bulb in two plastic bags and put it into the outside trash, or other protected outside location, for the next normal trash collection. CFLs should not be disposed of in an incinerator.

ENERGY STAR qualified CFLs have a warranty. If the bulb has failed within the warranty period, look at the CFL base to find the manufacturer's name. Visit the manufacturer's web site to find the customer service contact information to inquire about a refund or replacement.

How should I clean up a broken fluorescent bulb?

EPA recommends the following clean-up and disposal guidelines:

Before Clean-up: Vent the Room

- 1) Open a window and leave the room for 15 minutes or more.
- 2) Shut off the central forced-air heating/air conditioning system, if you have one.

Clean-Up Steps for Hard Surfaces:

- 1) Carefully scoop up glass fragments and powder using stiff paper or cardboard and place them in a glass jar with metal lid (such as a canning jar) or in a sealed plastic bag.
- 2) Use sticky tape, such as duct tape, to pick up any remaining small glass fragments and powder.
- 3) Wipe the area clean with damp paper towels or disposable wet wipes and place them in the glass jar or plastic bag.
- 4) Do not use a vacuum or broom to clean up the broken bulb on hard surfaces.

Clean-up Steps for Carpeting or Rug:

- 1) Carefully pick up glass fragments and place them in a glass jar with metal lid (such as a canning jar) or in a sealed plastic bag.
- 2) Use sticky tape, such as duct tape, to pick up any remaining small glass fragments and powder.
- 3) If vacuuming is needed after all visible materials are removed, vacuum the area where the bulb was broken.
- 4) Remove the vacuum bag (or empty and wipe the canister), and put the bag or vacuum debris in a sealed plastic bag.

Disposal of Clean-up Materials:

- 1) Immediately place all cleanup materials outside the building in a trash container or outdoor protected area for the next normal trash.
- 2) Wash your hands after disposing of the jars or plastic bags containing clean-up materials.
- 3) Check with your local or state government about disposal requirements in your specific area. Some states prohibit such trash disposal and require that broken and unbroken lamps be taken to a local recycling center.

Future Cleaning of Carpeting or Rug: Vent the Room During and After Vacuuming:

- 1) For at least the next few times you vacuum, shut off the central forced-air heating/air conditioning system and open a window prior to vacuuming.
- 2) Keep the central heating/air conditioning system shut off and the window open for at least 15 minutes after vacuuming is completed.

What is mercury?

Mercury is an element (Hg on the periodic table) found naturally in the environment. Mercury

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emissions in the air can come from both natural and man-made sources. Coal-fired power plants are the largest man-made source because mercury that naturally exists in coal is released into the air when coal is burned to make electricity. Coal-fired power generation accounts for roughly 40 percent of the mercury emissions in the U.S.

EPA is implementing policies to reduce airborne mercury emissions. Under regulations EPA issued in 2005, mercury emissions from coal-fired power plants will drop by nearly 70 percent by 2018.

The use of CFLs reduces power demand, which helps reduce mercury emissions from power plants.

For more information on all sources of mercury, visit <http://www.epa.gov/mercury>

For more information about compact fluorescent bulbs, visit <http://www.energystar.gov/cfls>

EPA is continually reviewing its clean-up and disposal recommendations for CFLs to ensure that the Agency presents the most up-to-date information.

CLEANING GUIDELINES

Kitchen and Dining Room

- **Sinks and Counter tops:** Clean and free of all rust, dirt, grease, soap residue, watermarks, mineral deposits and removable stains. Wipe all chrome faucets, fittings, and trim ensuring removal of mineral deposits and water marks.
- **Dishwasher:** Interior and exterior surfaces, including racks, clean and free of dirt, grease, lint, soap residue, mineral deposits, water, melted plastic, and rust.
- **Stove/Range:** All interior and exterior surfaces of oven, backsplash behind oven, stovetop, underneath/inside stove top, stove burners, oven racks, and broiler rack cleaned free of all grease, food debris/particles, and smudges. Note: Only pull stove forward as far as the gas line will allow. Do not force or disconnect the gas line.
- **Range exhaust hood:** Interior and exterior hood well and filter should be clean and free of grease, streaks, lint, and smudges.
- **Refrigerator/Freezer:** Inside and outside of the refrigerator/freezer, including drawers, shelves, racks, and gaskets should be wiped clean and free of dirt, dust, grease, food particles, and bottle marks. Back of refrigerator, including coils and water hookups on wall behind fridge wiped clean of dust, dirt, or grease.
- **Cabinets and drawers:** All interior and exterior surfaces, including shelves, knobs, and handles must be wiped clean and free of grease, smudges, and food particles. All contact paper and sticky backing must be removed.
- **Garbage disposal:** Drain should be free and clean of any foreign materials. Housing of unit should be free of dirt, dust, and grease.
- **Microwave:** Ensure interior and exterior are streak free and free of grease and food particles including microwave grill. Do not remove microwave grill as it is screwed on.
- **Light Fixtures:** All light fixtures and covers, including incandescent bulbs must be cleaned, free of dust, dirt, lint, film and streak free.. Ceiling fan blades, fixtures, and covers must be dusted.

Bathroom

- **Mirrors:** Wiped free from stains, splatter marks, and streak free.
- **Medicine cabinets and shelves:** Surfaces and shelves should be clean and free of debris.
- **Tubs, showers, sinks, and faucets:** All dirt, smudges, soap residue, mildew, streaks, and removable stains must be cleaned. Wipe all chrome faucets, fittings, and trim ensuring removal of mineral deposits and water marks.
- **Toilet:** Bowl interior scrubbed/brushed, including under the rim down to the trap. Exterior of toilet,

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lid, and seat connectors cleaned with sanitizing agent and free of any residue or buildup. Use a pumice stone inside toilet to remove rust/hard water stains/toilet rings.

- **Counter tops and backsplash:** Must be washed clean and free of all soap residue, dirt, grease, hair, makeup, lotions, and removable stains.

Living Area

- **Walls, Baseboards, Doors, and Ceilings:** Wiped and clean of all marks, smudges, streaks, stains, grease, food particles and dirt. Remove all wall paper and adhesives.
- **Closet shelves and closet poles:** Should be cleaned and free of dirt, dust, lint, smudges, and removable marks.
- **Stairwell railings:** Wiped and free of all dirt, grease and dust; including accumulations on the underside of the handrail.

Laundry Room and Closets

- All dust, lint, and dirt be removed from the walls, vents, shelves and floors.

Flooring

- **All Hard Surface Flooring:** Floor must be free of dirt, grease, soap, rust, streaks, and removable stains. Corners near baseboards must be wiped as well.
- **Carpets:** Thoroughly vacuumed and steam cleaned by a licensed, bonded, and insured professional cleaner within 48 hours of your final inspection. A receipt with the specified information is required.

Windows and Coverings

- **Windows/screens:** All interior windows readily accessible from the ground or which can be cleaned in a safe manner should be free of dirt, film, streaks and water marks. All interior and exterior window frames and window sills must be free of dirt, dust, lint and window cleaner accumulations. Screens must be removed on the lower level of home and cleaned free of dirt and reinstalled.
- **Blinds:** All blinds, blind wands, blind knobs, and blind track covers wiped free of dust, dirt, and smudges.

Air Registers/Vents

- **Air Registers/Vents:** All vents including return air intakes must be cleaned free of dust, dirt, and stains. Air registers must be removed and vacuumed.

Porch / Patio

- **Porch/Patio:** All areas to include support posts, railing, and exterior doors must be cleaned and free of excess dust/dirt, cob webs, and Laundry Rooms

Garage and Storage Areas

- **Garage:** Painted garage doors, shelves, and light covers should be cleaned and free of dirt, dust, lint, bugs, streaks, and smudges.
- **Floors/Concrete:** Broom swept and free of all dirt, lint, oil, and rust. Pressure washer must be used if oil or paint is present.

Garbage

- **Containers:** Must be empty and rinsed with water. Garbage cans should be serviceable. After rinsing, place in garage right side up for inspection.
- All trash must be removed from inside and outside of the premises at the time of move-out. For questions regarding bulk trash removal, please contact the management office.

MOVE-OUT CLEANING OPTIONS

As a valued member of our community, we want to make sure your move out experience is as stress free as possible. For your convenience, we provide three options to choose from for the cleaning your home when you are ready to vacate.

OPTION ONE: Self Clean The self-clean option provides the resident the choice to clean the home themselves. The cleanliness of the home must meet the standards set forth in the Cleaning Guidelines. If the residence does not pass one or more of the requirements, the resident will be charged. All charges are due at move out. Carpets must be professionally cleaned by a licensed & bonded carpet cleaner and a receipt must be provided at final inspection or you may pay for our vendor to clean the carpets after you have vacated the home. Carpets must be cleaned within 48 hours of the final move out inspection in order for receipt to be valid. Trash cans must be clean, and no garbage left at curb.

OPTION TWO: Contract your Own Vendor You may choose to contract your own vendor to clean your home to meet the cleaning guidelines. Please be advised it is your sole responsibility to oversee the contract. If the residence does not pass any part of the inspection, you will be charged and it will be your responsibility to coordinate with your vendor directly. Also, if for any reason you do not pass the inspection and it extends into the following day, you will be responsible for the next day's rent. Trash cans must be empty and left in the carport or garage. No garbage left at curb.

OPTION THREE: Pay & Go The pay & go option allows you to pay a flat rate for the cleaning guidelines to be fulfilled (including carpet cleaning, if needed) and walk away with *minimal* cleaning from you. Payment must be made in full at the time of move-out, and the minimum cleaning guidelines listed below must be met.

- All trash, food, furniture, & personal items must be removed.
- All food, crayon/marker, pen/pencil, stickers/borders removed from walls and ceilings.
- The home must be odor free (pet, smoke, etc.)
- All front & back yards must be free of trash, personal items, pet feces, etc.
- Trash and recycle cans must be emptied and rinsed out to eliminate odors.
- All fenced in yards must be mowed and hedges trimmed.
- Satellite dishes must be removed.

Note: The Pay & Go cleaning option does not release you from any responsibilities associated with repair/replacement of damaged or missing items. All repairs must be made prior to the final inspection or charges for repair may be assessed to your account.