



Community Rules

I. GENERAL

This document is an addendum and is part of the Rental Agreement between BAYTREE, LLC or "Owner/Agent," and "Resident" for the premises located at ____ Flora Lane, Scotts Valley, CA 95066.

New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days notice in writing to Resident.

II. NOISE AND CONDUCT

1. Residents shall not make nor allow any excessive noise in the unit nor permit any actions that will interfere with the rights, comforts, or conveniences of other persons.
2. Residents shall refrain from playing musical instruments, television sets, radios, stereos, or using tools or other items at a volume of noise that which will disturb other persons.
3. Residents shall refrain and shall ensure that their guests likewise refrain from activities and conduct outside of the unit in common areas, parking areas, or recreation areas that are likely to annoy or disturb other persons.
4. Residents shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents between the hours of 8 pm and 9 am.
5. Residents may house any single guest for a maximum period of fourteen days every six months or for whatever period of time the law allows. Provided they maintain a separate residence, nurses or maids required to care for residents during an illness are exempted from this provision.

III. CLEANLINESS

1. Residents shall keep the unit clean, sanitary, and free from objectionable odors at all times.
2. Residents shall ensure that papers, cigarette butts, and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit or the common premises.
3. Residents will ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.



4. Residents will ensure that garbage is not permitted to accumulate and that it is placed in designated trash containers. Glass, paper products, and metals suitable for recycling shall be placed in designated containers in accordance with instructions provided by the Waste Management Company. Residents shall be responsible, at Residents' expense, for hauling to the dump those items too large to fit in the trash containers.
5. Residents shall ensure that furniture is kept inside the unit and that unsightly items are kept out of sight. No items shall be visible over the top of balconies.
6. Residents shall refrain from leaving articles in the hallways or other common areas.
7. Residents shall refrain from shaking or hanging clothing, rugs, curtains, or other materials outside of any window, ledge, or balcony. No items shall be placed on the windowsills or displayed in windows so they can be seen from outside the unit.
8. Residents shall refrain from disposing of any combustible or hazardous materials in trash containers, bins or drain outlets. Hazardous materials are to be disposed of in accordance with instructions provided by the Waste Management Company.
9. Residents may keep no pets of any kind on the premises without first obtaining Owner/Agent's written permission. Such permission will be in the form of a separate addendum to this Agreement for pets.

IV. SAFETY/SECURITY

1. **BAYTREE APARTMENTS IS A NON-SMOKING COMMUNITY. Residents shall refrain from smoking at any time on the Baytree property, whether inside an apartment or outside.**
2. Security is the responsibility of each resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for the safety and security of residents or guests, or for injury or damages caused by the criminal acts of other persons.
3. Residents should ensure that all doors are locked during their absence. Residents must notify Owner/Agent if locks become inoperable.
4. Residents should ensure that all appliances are turned off before leaving the premises.
5. When leaving for an extended period, Residents should notify the Owner/Agent how long they will be away.
6. Prior to any planned absence from the unit, Resident shall give Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
7. Residents shall refrain from storing gasoline, cleaning solvents, or other combustibles in the unit.



8. Residents shall refrain from using barbecues (BBQ) on balconies or patios adjacent to buildings if such use would constitute a fire hazard. The following unit numbers are not permitted to barbecue (BBQ) on the patio or balcony: 101, 102, 103, 104, 202, 203, 301, 302, 303, 304, 401B, 402B, 501B, 502B.
9. Unit keys are not to be duplicated. Residents should inform Owner/Agent if additional keys are required. Residents agree that they will not change locks on any door or mailbox without first obtaining Owner/Agent's permission.
10. Should Residents lock themselves out of their unit and be unable to gain access, they may call, at their own expense, a professional locksmith or the manager to let them in. The Owner/Agent fee for this service is \$15 during normal business hours. During non-business hours, Residents must call a locksmith.
11. Residents are cautioned that the wooded hillsides on site are steep and may contain poison oak. These areas are out of bounds for all Residents, including children.

V. MAINTENANCE, REPAIRS, AND ALTERATIONS

1. Residents shall advise Owner/Agent of any item requiring repair, such as dripping faucets. Residents shall notify Owner/Agent immediately of any serious building problems such as moisture in the ceiling, buckling sheetrock, a leaky roof or water heater, or cracks in the foundation. Resident shall notify Owner/Agent of any water spills or standing water or areas of condensation in the unit and request repairs as soon as practical.
2. Residents shall notify Owner/Agent immediately of any serious building problem that is hazardous to life, health or limb. Owner/Agent shall undertake repairs as soon as possible. Should a delay of more than 72 hours be necessary for reasons beyond the Owner's control, the Resident shall be kept informed about the progress of the work.
3. Residents shall refrain from making any alterations or improvements to the unit without the consent of the Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures, decoration or coverings.
4. Resident shall obtain the approval of the Owner/Agent before using any window covering visible from the exterior of the building.
5. Cost of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident neglect or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.
6. When the Resident installs a telephone in their unit they will provide the Owner/Agent the telephone number within five days. If the number is unlisted the Owner/Agent will take reasonable precautions to keep the number private.



7. Residents agree that they are responsible for repairing any window that becomes cracked or broken while unit is in their possession.

VI. PARKING

1. Residents shall use only assigned parking spaces and ensure that guests park only in assigned or designated guest parking areas. Residents agree to keep designated parking spaces clean of oil or other drippings from automobiles.
2. Residents shall ensure that posted and designated fire zones or "no parking" areas remain clear of vehicles at all times. Residents shall refrain and shall ensure that their guests refrain from parking in unauthorized areas or in another Resident's designated parking space. Vehicles parked in unauthorized areas or in another Resident's space may be towed away at vehicle owner's expense.
3. Residents agree to keep no more than [see your lease] vehicles on the premises. Vehicles must be both operable and currently licensed. Only those motorcycles that have exhaust muffling comparable to that of a passenger car will be allowed. Residents agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Owner/Agents written permission. Residents may not repair vehicles on the premises unless kept in an enclosed garage.
4. Inoperable, dismantled, partially dismantled, or unregistered vehicles are subject to tow under California Vehicle Code 22658 and any applicable local laws and/or ordinances.

VII. ADMINISTRATION

1. Owner/Agent shall endeavor to deliver possession of unit to Resident by the commencement date in this agreement. Should Owner/Agent be unable to do so, they shall not be held liable for any damages Residents suffer as a consequence, nor shall this Agreement be considered void unless Owner /Agent is unable to deliver possession within (15) fifteen days following the commencement date. Resident's responsibility to pay rent shall begin when they receive possession.