RULES AND REGULATIONS for Apartments, Villas, & Homes
San Diego, Ca. 4 pages vs 7.1

Tenant warrants that there will be no smoking if any kind on or about the premises by tenant or any of tenant invitees.

Tenants warrant that there shall NOT be any animals, pets, or other allowed on the premises at any times. This includes tenant invitee or visitor pets.

Tenant warrants that there shall not be any subletting at any time. Premises are leased to the name(s) on the lease and for no other person.

TENANT SHALL NOT HAVE LARGE GATHERINGS, ASSEMBLY, MEETINGS OR PARTIES AT ANY TIME. The definition of party or assembly is a gathering of any kind with more than 8 people at the same time.

Tenant warrants keeping the demised premise or any space around the demised premise loud noise free. After 10:00pm loud noise, music, and any partying[1] are strictly prohibited. Loud noise is defined as sounds that can be heard in other apartments emitted from tenants premises.

No excessive partying or throwing parties of any kind. This includes any gathering of more than 8 people at any time on the demised premises.

Tenants shall perform no redecoration, maintenance repairs or replace equipment without the written approval of the Landlord. This includes holes in walls, or any changes or alterations whatsoever.

Tenant is being provided ample space in his Unit and, or, any storage facility or garage (if included). It is NEVER permitable to have storage of any kind stowed or kept in the yard(s) or outside. Further, tenant shall maintain and keep the back or front yard clean and free of debris.

Profane, obscene or loud language is absolutely prohibited on the Premises by Tenant or Tenant's invitees. Tenant obligates himself and those under him, not to do or permit to be done anything that will annoy, harass, embarrass, discommode or inconvenience any of the other tenants in adjoining premises.

The rented premises shall be used and occupied only as a private residence and no business of any kind shall be conducted from any space on the demised premises.
Tenant shall not make any changes in electrical wiring nor overload the electrical systems nor run any exposed wires for electrical appliances or fixtures.

Tenant shall remove their garbage from their apartment when appropriate to maintain the demised premise in a clean, sanitary, and healthy environment. Garbage shall be placed in the appropriate container (recycle or general refuse) Tenant shall not cause any condition that may cause smells or any nuisance.

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Tenant shall also be responsible to help with trash removal by placing cans outside the gate on the night before trash removal by the City of San Diego. (Also by returning the cans back into the enclosed yard after city pick up in a timely manner).

INVOLVEMENT IN ANY ILLEGAL DRUG ACTIVITY (or any illicit activity) WILL BE AUTOMATIC GROUNDS FOR TERMINATION OF THIS LEASE/RENTAL AGREEMENT. THIS RULE WILL BE STRICTLY ENFORCED, WITH NO EXCEPTIONS.

Tenant shall maintain the existing smoke, gas detector or any other detectors, including checking and changing the batteries when needed.

Parking shall only be permitted in tenant's allocated garage or dedicated parking space and in other portion of the property **(if any space is included in the lease**). Tenant shall never block any access, gate, or in front of the garages with any property or vehicle.

Tenant shall not change lock and keys without Landlords prior permission.

Tenant shall act reasonably and prudently to minimize and water consumption including excessive and long duration showers. Further the tenant shall report to the Landlord any leaks, running water, or any plumbing situations that would, or are currently wasting water. Moreover tenant shall keep their drains free of debris and other items that would cause a blockage or back up the sewer, sinks, toilets, or disposals.

Tenant shall maintain his or her own unit in a reasonable, clean, neat, and sanitary condition. There shall not be any hoarding, or collecting of materials and personal property that would be deleterious to the real property in any manner including physical appearance. This includes the laundry area and any other area on or around the property. Tenant shall follow all rule and conditions of the use of the laundry room.

Tenants shall either close or lock their doors and windows when applicable for the maximum security against intruders. If the tenant has been granted a garage then tenant must keep that door closed at all times after ingress or when they are not physically present. Tenants shall also empty their mailboxes on a regular basis. Tenants shall make their units appear occupied and never let the demised premises appear abandoned or neglected.

Tenants shall not hang signs or display any sign, marquee, poster or other plaque of any kind at any time. Tenants shall not go on the roof at any time.

Tenant understands that all rents are due on the 1st of each month and the rent is to be sent to the landlord or the adjusted due date if the move in date was mid month.

Mark Lefkowitz PO Box 1945 La Jolla, Ca. 92038

Tenant shall keep and maintain their own utility and service accounts up to date and current including paying all invoices and bills on time. If the Landlord as an additional term of the Lease includes the cost of utilities, it shall be capped at a certain maximum amount per cycle (usually monthly). If the Tenant uses any utility or the charge is over and above the maximum cap for that cycle, then the Tenant shall be responsible for paying any amount over the cap amount.

The typical utilities are water, gas, electric, and internet. Sewer is included in the water bill. Any amounts over the cap shall be paid by the Tenant within 10 days from invoice date or will be subtracted from the security deposit.

Since each property is unique and the needs of the tenant varies the amount of the cap that Landlord pays are itemized below

Water/sewer billed every 60 days Maximum Landlord portion per cycle _____

San Diego Gas & Electric combined monthly Maximum Landlord month _____

If the above is not itemized because some utilities are master metered, shared, or they are combined with other services then the cap for this lease for utilities is
$_____ per month (which includes the above)

Tenant shall not put corncobs, potato, carrot peels, grease or other agents that may clog the plumbing into the sink or garbage disposal. Also no flushing of tampons, paper towels or other solids that may clog the toilets or tenant may be assessed fees to unclog pipes.

Tenant shall maintain their premises in clean condition including at the time of move out. A Cleaning fee may be assessed against tenant's security deposit at move out based on the condition with reasonable wear and tear expected. Typical cleaning fees are approx. $150.00 for a studio, 200.00 for a one bedroom, 300.00 for a 2 bedroom and $400.00 for a 3 house. (Amounts vary based on myriad of factors including scrubbing time)

In furnished apartments tenant is provided sheets, towels, pillows, seat cushions, comforters, etc. *Any stains, rips, tears, or damage* to the above or *missing/damaged* cutlery, pots, pans, plates, stemware, mugs, or appliance(s) shall be assessed and deducted from the tenant's security deposit.

In addition any unpaid rent due and owing the landlord, any past due rent including late fees, legal fees, bank charges, process fees, and court fees, may be deducted from the security deposit and credited to the Landlord.

Landlord shall inform tenant with notice when entry is needed unless it is an emergency. Tenant hereby grants permission to Landlord to enter the premises (with proper notice) for the purpose of upkeep, maintenance, and to service the unit for changing conditions (such as wear and tear, plumbing problems, leaks, testing smoke detector battery(s), or acts of nature and other possible problems or safety concerns) that occur during the tenure of the lease.

The lease dates for commencement and termination are firm exact dates and the Tenant hereby agrees to vacate the premises in an orderly fashion without delay on the date the lease terminates. This is a material consideration of this agreement with Tenant agreeing to vacate promptly on the date of lease termination. **Landlord would not enter into this lease without Tenant's complete and categorical agreement to the above.** Tenant is aware that Landlord may have contractual obligations with other tenants for the demised space commencing after the termination date. Therefore Tenant absolutely understands, and completely agrees to this clause.

Importantly Tenant agrees to not dispose of Tampons, Feminine Hygiene products, Diapers, disposable wipes, sand, Handi-wipes, Kleenex, or paper towels down the drain as these items WILL CAUSE a backup in the sanitary sewer and Tenant will be responsible for the drain cleaning expense.

For those villas, houses and apartments with utilities included, there is a limit on the water bill not to exceed tier 2. EXCESSIVE WASTING OF WATER WILL BE BILLED IN ADDITION TO THE LEASE AMOUNT. Please conserve water when showering, brushing your teeth, and shaving, washing dishes or any other use. Water is a precious asset and the first two tiers provides for thousands of gallons per cycle.

I have (We) the undersigned state that I (We) have received these Rules and Regulations and that I (We) agree to each and every provision. I (We) understand that these rules and regulations are a material apart of my (our) lease, and I (We) categorically agree to abide by each and every provision

4 Pages of rules and regulations

Tenant
_____Date_____

Tenant
_____Date_____

Tenant
_____Date_____

Tenant
_____Date_____