

Community Rules

I. GENERAL

This document is an addendum and is part of the Rental Agreement between 1785 ALMADEN LLC or “Owner/Agent,” and _____, _____, _____,
“Resident” for the premises located at 1785 Almaden Road, Apt.: _____, San Jose, CA 95125. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 day 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 8:00 PM and 9:00 AM.
5. Residents may house any single guest for a maximum period of fourteen (14) 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 paper, recycle and rubbish 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 the designated trash 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 AND SECURITY

1. SCOTIA APARTMENTS IS A NON-SMOKING COMMUNITY. Residents shall refrain from smoking/vaping at any time on the Scotia Apartments property, whether inside an apartment or anywhere inside the complex, including the garage.
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 or 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 shall 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.
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. Going onto any portion of either the flat roof or sloped roof is strictly forbidden. If maintenance or repair needs to be performed notify management.

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 Owner's control, the Resident shall be kept informed about the progress of the work.
3. Residents shall refrain from making any alterations or improvement 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. Costs 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 (5) 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 space 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 only those vehicles allowed by the lease 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. BBQ AREA

1. The BBQ Area is to be used only between the hours of 7:00 AM and 10:00 PM.
2. The BBQ Area is reserved for use of Residents and their guests.
3. All food and drink must be served in unbreakable containers.
4. Residents shall ensure that upon using the outdoor BBQ these units are left clean and ready to be used by other residents. Payment for corrective action and cleaning must be paid by Resident on demand.
5. Running and jumping, “horseplay,” fighting, boisterous or dangerous conduct, and/or any noisy behavior disturbing to other Residents is forbidden in or around the BBQ area.
6. No radios, record players, or other musical instruments may be used in or around the BBQ area without the consent of the Owner/Agent.
7. Residents and their guests are required to be properly attired at all times. Residents and guests will place their own towels over furniture when using suntan or other lotions.
8. Owner/Agent is not responsible for accident or injury. Owner/Agent is not responsible for articles lost, damaged or stolen.

VIII. SUMMARY SAFETY RULES

1. In case of a fire:
 - a. Call 911 immediately.
 - b. Turn off the gas to both the BBQ and fireplace.
 - c. Call management to notify them immediately.
2. Be familiar with the location and use of the portable fire extinguishers.
3. If either the BBQ or the fireplace does not light immediately upon an attempt to light, turn the gas off and wait at least five (5) minutes before attempting to light again.
4. Clean the BBQ thoroughly before and after each use **WITHOUT** the BBQ in operation.
5. Notify management immediately if you become aware of any safety issue.

IX. 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.