



## Helpful Reminders

October 10, 2019

To: All Burr White Residents

Re: Tenant Handbook, Tenant Charges and Tenant Responsible Maintenance

Dear Valued Residents;

We have made a few updates to our tenant handbook and we wanted to share the newest version with you. Please read this handbook thoroughly, it has a lot of helpful information and answers to most questions you might have while residing in one of our homes.

We would like to remind you of a few key points in the handbook as well, such as what scenarios will result in a charge to the tenants. We receive a lot of questions on these, so we want to clarify and ensure that we are all on the same page. Here are some common tenant charges, as well as tenant responsible maintenance items.

### **Common Tenant Charges:**

- **Late Rent Fee: 6% of the monthly rent (Imposed at beginning of day the fifth of the month)**
- **Returned Check Fee: \$35.00**
- **Notice Posting Fee: \$45.00**
- **Key Replacement: \$50.00 per key / Garage Remote Replacement: \$75.00 per remote**
- **HOA, Mailbox or Specialty Key Replacement: At Cost**
- **Lock Out Fee: \$75.00**
- **Adding or Changing a Roommate: \$95.00**
- **Maintenance Request not through Online Portal: \$25.00**
- **Application Fee: \$40.00**
- **Lease Break Fee: \$395.00**

## **Tenant Responsible Maintenance:**

Residents will be responsible for the following maintenance issues in your home:

- **Changing light bulbs --including fluorescent lights (correct bulbs must be used)**
- **Extermination of bugs --Spiders, earwigs, ants, roaches, mice, etc. - try over-the-counter products and remedies first before contacting the property management company.**
- **Checking to make sure electrical breakers and fuses are working.**
- **Clogged drains or slow draining drains - try a plunger first before contacting the property management company. There are drain clearing tools, such as " Zip-It" (\$2.00) at Home Depot that work great on hair clogs.**
- **Patching small holes or cracks**
- **Replacing batteries in smoke detectors**
- **Stopped up toilets or commodes --try plunging first**
- **Disposal not working --push the red reset button on the disposal under the sink (see section "Garbage Disposal")**

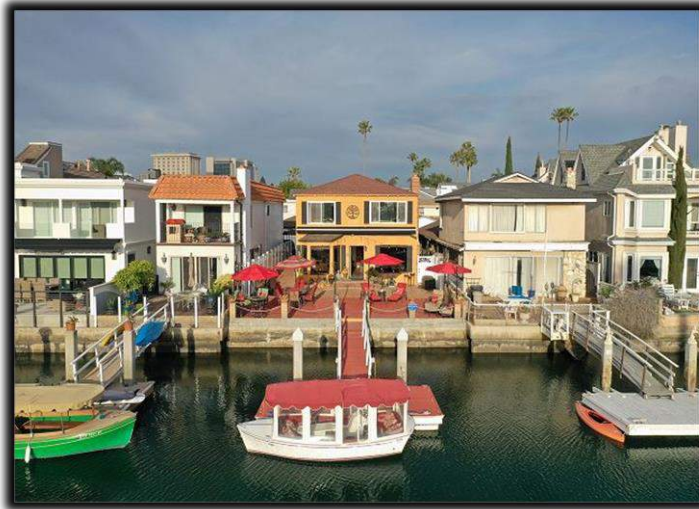
Please read the attached handbook and feel free to contact us with any questions.

Best Regards,

Amy Denes Property Manager  
Burr White Property Management  
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a:1501 Balboa Blvd, Newport Beach, CA 92663  
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# TENANT INFORMATION AND POLICY HANDBOOK



**Burr White Realty**  
**2901 Newport Blvd.**  
**Newport Beach, CA 92663**  
**Phone (949) 673-7800**  
**After Hours Emergency: (949) 675-4630**

Website: [www.burrwhite.com](http://www.burrwhite.com)  
Email: [yearly@burrwhite.com](mailto:yearly@burrwhite.com)

*Revised October 2<sup>nd</sup>, 2019*

**The requirements of both landlord and tenant stated in this handbook shall become part of every lease agreement signed by residents and management.**

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October 10, 2019

**Welcome to Burr White Property Management!**

We are pleased to be of service to you. We have two offices in Newport Beach. Our main office is located at 2901 Newport Blvd, Newport Beach, CA 92663 and our Long-Term Leasing Office is located at 1501 W. Balboa Blvd., Newport Beach, CA 92663.

Please contact the property management office directly with any questions or request at (949) 673-7800 and dial "0" to bypass the voicemail. Our office hours are Monday through Friday; 8:30 AM to 5:00 PM. Your property management team is as follows:

Property Manager, Ext. 220  
Assistant Property Manager, Ext. 301  
Leasing Agent, Ext. 209  
Administrative Assistant, Ext. 305  
Maintenance Supervisor, Ext. 302  
Maintenance Coordinator, Ext. 303  
Business Development, Ext. 210

Your tenant portal is where you will make your monthly rent payment, review your account, and submit a maintenance request. Following this email, you will receive an online portal activation e-mail or text message from Burr White Property Management. To set up your account please follow these steps:

1. **Click activate now in the e-mail or tap the link in the text message to establish a strong password to activate your portal.**
2. **Bookmark or create a shortcut icon for the login page so it is easy to return at any time**
3. **You will receive a confirmation e-mail once your portal is activated**

Once you are logged in, you will land on the home tab where you can view your balance owed and details of current and future monthly charges.

To make a one-time payment click **Pay Now** or you can set up autopay to create an automatically recurring payment. Payment via debit card or credit card triggers a transaction fee.

Rent is due on the first of the month. Please make your payment through the tenant portal. If you must pay by check or money order, your rent payment should be made payable to **Burr White Realty**, please provide only one check and mail to: Burr White Realty 2901 Newport Blvd Newport Beach, CA 92663 (mail early to arrive on the 1<sup>st</sup>). **Cash will not be accepted.**

Please submit all maintenance issues or service requests via your tenant portal. This is the quickest and most efficient way to notify us. In the event of an emergency, such as leaking water, flooding, etc., please call the office immediately. After normal business hours, call the office number (949) 675-4630 and dial "0" for emergencies. We have a live after-hour service that will answer the call immediately.

We are dedicated to give you our best possible service. We welcome you and look forward to serving you. Thank you in advance for your cooperation.

Sincerely,

Burr White Property Management

Burr White Property Management 1501 W. Balboa Blvd. Newport Beach, CA 92663  
949-673-7800 [www.yearly.burrwhite.com](http://www.yearly.burrwhite.com)

## LEASE AGREEMENT / MONTH-TO-MONTH RENTAL AGREEMENT

A lease is a legal document. Your lease indicates what you can legally expect from Burr White Realty and what we legally expect from you. This is a joint lease and every tenant that has signed the lease is responsible for the entire rental amount. The lease states the terms by which you are expected to abide. A resident is obligated for the stated term of the lease, and a lease cannot be revoked. If the resident vacates the premises before the lease ending date and does not pay rent, we have the right to take legal action for damages and outstanding rent for the remainder of the legal contract.

## GUARANTOR/ CO-SIGNER

Guarantor of payment may be required when the applicant 's monthly income is less than three times the total monthly rent. The guarantor is required to complete a rental application and sign the rental agreement, which explains their rights and responsibilities. The guarantor needs to be a legal resident of the United States. A guarantor may be required when the applicant has a credit history issues or an insufficient rental reference. The guarantor shall be liable for all lease obligations in full. In most cases, the property owners will not allow lease s with Co-Signers or Guarantors.

## SECURITY DEPOSIT RECONCILIATION

When all residents completely vacate, an inspection will be made of the property. The property must be completely empty with all cleaning, repairs, etc., done. Please be advised that rent will be charged until your notice expires or until keys, remotes (if applicable) are received in our office (9:00 am to 5:00 pm, Monday to Friday). A reconciliation of the security deposit will be made subject to the condition of the unit. If all keys and/or remotes outlined in the Key Disbursement Form are not returned on time, residents will be charged for lock and key replacement and/or remote replacement. If you have scheduled your move-out early, the keys and remotes must be turned in at that time. After possession is received the vacating residents will not be allowed to re-enter the unit for additional cleaning, repairs, inspections, etc.

If the residents default in any provision of this contract, the security deposit may be applied against any defaults or breach.

Residents may not, under any circumstances, apply the security deposit toward rent outstanding on the lease agreement. A security deposit cannot be used as rent; a security deposit is to ensure the fulfillment of all lease conditions and is to be used as a contingency against any damages to the unit.

After all residents vacate the property, the security deposit reconciliation will be mailed no later than 21 days from the day keys are received in our office. There will be ONLY one check, if any, sent out per unit. **IT IS THE RESPONSIBILITY OF THE RESIDENTS TO NOTIFY BURR WHITE REALTY OF THE FORWARDING ADDRESS THE DEPOSIT CHECK IS TO BE SENT TO.** The deposit check will be made payable to all current tenants listed on the rental agreement. It is up to the person receiving the check or notification to disburse the total received between the other roommates if necessary.

## MOVE IN DAY/ INSPECTION FORM

Residents are responsible for paying rent prior to the move-in day. **NO KEYS WILL BE ISSUED UNTIL THE MANAGEMENT OFFICE HAS RECEIVED ALL SECURITY DEPOSITS, FIRST MONTH'S RENT, LEASE SIGNATURES, PROOF OF UTILITY TRANSFER AND PROOF OF RENTER'S INSURANCE.**

A MIMO (Move In/Move Out Inspection Form) will be given to the resident that picks up keys. This report must be completed by the residents and returned within three (3) days after taking possession of the keys. At the termination of your lease, this move-in report will be used to determine damages and charges against your security deposit. Therefore, a complete and accurate report is vital to protect your security deposit. Photographs are welcomed and will be put in our office files to verify the condition of the unit at the time of move-in.

## **RENTER'S INSURANCE**

For your own safeguard and security, we require that you obtain renter's insurance. The property owner's insurance policy **DOES NOT** cover damage to your personal property located within the unit. Any damage occurring to your unit, to an adjacent unit or to public areas, which is caused by your negligence will be your responsibility.

The property owner or Burr White Realty will not be responsible for damages to personal property as a result of fire, flood, or damage by the elements of vandalism. Also, we will not be responsible for any personal injuries occurring inside your unit to residents and/or visitors.

## **ELECTRIC & ANY REQUIRED UTILITY SERVICES**

Utility services not included in the rent must be in the name of the residents on the lease commencement date and remain in effect until the lease expiration date. Any lapse in utility service will result in Burr White Realty establishing utility service hook-up at residents' expense.

## **KEYS**

One (1) set of keys to your unit will be turned over to you when you pick up your move-in packet. Replacement keys will be issued at a charge of \$50.00/key. (Note: HOA keys or other specialty keys, such as coded keys will have an additional charge.) If all issued keys, remotes, etc. are not returned during our office hours by your lease expiration date residents will be charged for lock replacement.

For your protection, the rental office will only give keys to individuals listed specifically on the lease who have a picture I.D.

Alterations or replacement of locks, installation of additional locks, door knockers, mirrors or other attachments to the interior or exterior of doors requires our prior written approval. If you are locked out of your property and require the use of a locksmith, you may not re-key or replace the property locks. You may have the locksmith make a duplicate key for the current lockset only. We must retain keys to each lock of the property. If we determine that you have changed the property locks, we may re-key these locks after a 24-hour notice in the event access is denied and charge such action to you. Copies of the new keys will be available at the office during posted office hours. All keys are to be returned to us upon vacating the premises. If you are locked out during our office hours, an authorized resident with proper ID may borrow a key from us Monday-Friday 9:00 am to 5:00 pm. There will be a \$50 charge for any borrowed key that is not returned to our office within 24 hours.

## **MAILBOXES**

The proper receipt of mail is important to everyone. Each property that we lease has a mail delivery system. Should you have a locked mailbox you will be issued only one key. Please keep these mailboxes locked, as the postal services cannot deliver to unlocked or broken boxes. Additionally, the postal service will discontinue service to full mailboxes. Under no circumstances will Burr White Realty accept residents' mail. Should you have trouble opening your mailbox contact our office immediately. If you have problems with delivery contact the postal service. Loss of a key will result in automatic re-keying of the mailbox and the vendor's invoice will be charged to the tenants account.

## **RESIDENT PHONE NUMBERS**

For your protection and convenience, the lease requires that the rental office be furnished with your home, cell and work telephone numbers as well as your current email address. On occasions, due to an emergency, or other reasons, it may be important for us to be able to contact you immediately. Your telephone numbers will always be treated as confidential information by our staff. Failure to provide valid contact numbers will result in the forfeiture of your right to notice of entry.

## PAYMENT OPTIONS

Burr White Realty currently accepts payments in the form of a cashier's check, personal check or money order. Payments will be accepted via the Tenant Portal: [https://burrwhite.appfolio.com/connect/users/sign\\_in](https://burrwhite.appfolio.com/connect/users/sign_in).

Payment options utilizing the Tenant Portal are available via E-Check or a Debit/Credit Card - fees may apply. Please retain all duplicate copies for proof of payment. SEE INSTRUCTIONS FOR TENANT ONLINE PAYMENTS IN THE NEXT SECTION. **Cash will not be accepted.** Any rent balance in arrears must be paid with a cashier's check or money order.

Remember, according to your lease agreement, you **MAY NOT** make any deductions from your standard monthly rental payment without prior written approval from landlord. Security deposits are not treated as rent. Non-payment of rent will result in late fees and the start of an eviction process. When rent is received after the fourth day of the month, residents agree to pay a **LATE FEE AND/OR PREP & SERVICE FEE** according to the lease terms.

Notice: If previous charges exist against your account, all outstanding obligations will be paid **FIRST**, followed by current month's rent leaving your rental account with a balance due plus any applicable Late &/or Prep & Service fees.

## TENANT PORTAL

Burr White Realty offers a "Tenant Portal" to our Residents. The tenant portal is an easy, fast and secure way to pay rent and other charges online, and you can do so from any smart phone or computer.

An email address is required to set up an account. You will receive an activation email containing a unique link.

Bookmark or create a shortcut icon for the login page so it is easy return at any time. You will receive a confirmation email once your portal is activated. This email also contains the URL for the login page.

If you have not received a portal activation email but would like to pay your rent online, contact the Management Office to confirm your email and request an activation email.

Once logged in, you will land on the **My Summary** tab where you can view your current balance and details of current and future charges.

Click **Pay Now** to make a one-time payment or click **Setup Auto Pay** to create an automatically recurring payment. Select the **E-Check** or **Credit or Debit Card** option and continue. Please note that the credit/debit card option carries an online portal convenience fee that is added to the total of your payment.

If you are making a **one-time payment**, continue through the steps to submit payment directly to the Management Office. You will receive a confirmation email once the payment is successfully completed.

If you set up a recurring **auto payment**, continue through the steps and select a date for the recurring payment to begin. You will receive a confirmation email once the payment is success fully scheduled.

With the auto pay option, you specify the account, date, and amount to pay. Automatic payments are canceled automatically after your scheduled move out. Recurring payments are canceled automatically after your scheduled move out. This is a simple, easy, and secure way to pay your rent each month.

To login please visit: [https://burrwhite.appfolio.com/connect/users/sign\\_in](https://burrwhite.appfolio.com/connect/users/sign_in)



## PAY OR QUIT NOTICES

If your rent is late, we are required to issue a pay or quit notice, which explains your rights and responsibilities regarding your debt. This is a legal document, which begins the eviction process. **FOR ANY PAY OR QUIT NOTICES NOT SATISFIED BY THE TIME DESIGNATED, A WARRANT IN DEBT WILL BE ISSUED FOR ALL PARTIES ON THE LEASE AGREEMENT, REGARDLESS OF WHO IS ACTUALLY LIVING IN THE UNIT. ANY PAY OR QUIT NOTICES ISSUED WILL RESULT IN A \$45.00 FINE.**

Note: Vacating the property does not terminate your financial obligation thru the lease term.

## RETURNED CHECKS

Tenants will be charged \$35.00 (non-sufficient funds (NSF) fee) plus Late Fees and/or Prep & Service fees for any returned checks. Returned checks must be repaid by cashier's check, or money order. **ABSOLUTELY NO CASH WILL BE ACCEPTED.** All residents that have had a returned check may lose the option of paying with a personal check. **PLEASE BE ADVISED THAT YOUR RENT MAY BE CONSIDERED LATE IF YOUR CHECK IS RETURNED DUE TO NON-SUFFICIENT FUNDS. IF YOUR RENT IS LATE, ALL APPLICABLE LATE FEES SHALL APPLY AND BE CHARGED TOTENANT.**

## ADDING OR CHANGING A ROOMMATE

If a tenant listed on a lease agreement decides to vacate the property, and the remaining tenants listed on the lease agreement decide to stay our office must still be given a formal 30-day notice to vacate. All remaining tenants are responsible for the full lease agreement. If the remaining tenants would like to replace the vacating tenant with a new applicant, they must complete and return an application with a \$40.00 application fee. The vacating roommate will be required to pay a fee of \$95 for Burr White Realty to process a new lease or addendum to remove the vacating tenant and add the new tenant. Roommate additions are subject to the approval of the Owner and all current occupants. If the application is accepted the new applicant along with the current occupants must sign a new lease agreement in the office.

**Our office does not conduct an inspection for any roommate move-outs or move-ins. Any security deposit refunds will need to be executed through the remaining tenants. Our office is not responsible for refunding the security deposit on a roommate move-out. The security deposit is to remain with the contract on the unit until a full move-out occurs.**

Remaining and incoming residents and their guarantors accept responsibility for all damages and cleaning charges when the unit is completely vacated. At the end of the lease, new tenants accept the responsibility of restoring the unit to the condition at the time of the original lease move-in. Since security deposits have been paid by the present tenants no additional security deposit is required by Burr White Realty. Any transactions of the security deposits should be handled between outgoing/incoming residents. If the new tenants own a pet and moves into a pet approved property an additional pet deposit is required.

## ASSIGNMENT AND SUBLEASING

Tenant shall not sublet any part of the premises nor assign the rental agreement or any interest in it at any time unless prior written approval has been obtained from the landlord. A written request shall first be made to landlord if a sublet or assignment is desired by tenant. Any proposed sub-lessee or assignee shall submit to landlord a rental application and current credit report for landlord's approval.

Again, unless prior written consent is obtained from landlord, any subletting or assignment of a rental agreement shall terminate the tenant's right and the rental agreement.

Subletting includes renting out any portion of the unit through vacation sites such as Airbnb. Vacation rentals are considered a business enterprise and only the legal owner of the property can be granted the right to conduct this type of business. Tenants who sublease any part of the property as vacation rentals are subject to eviction and will be responsible for any fines, taxes and subsequent licensing costs levied against the property owner.

## TERMINATION OF LEASE BY MANAGEMENT

A resident's lease may be terminated if there is a breach of any lease provision or non-compliance with related regulations. A written 3-day "Notice to Perform (Cure) or Quit" may be served to the residents as the first warning of a breach, non-compliance or violation has been issued. If the conduct of the residents or their visitors is objectionable, improper, or creates a disturbance to the other residents, the owner reserves the right to terminate the lease. **A \$45.00 fee will be assessed to the tenants account for service of any 3-day notices.**

## LEASE RENEWALS

We value your residency each year. If you intend to renew your lease you must notify our office, no later than 90-days prior to the expiration of your lease. All lease renewals are subject to owner approval. Actual lease clause found in your rental agreement relating to lease renewals supersedes this handbook, if different.) If your lease is modified, renewed, or extended or if the resident holds over beyond the term of the lease, the obligations of the guarantor shall extend and apply with respect to the full and faithful performance of all the covenants, terms, and conditions of the lease and of any such modification, renewal, or extension thereof.

## MANAGEMENT ENTRY

In any housing community, the way a resident maintains their home can have a direct effect on a neighbor. Management reserves the right to enter units at any reasonable time to inspect, maintain or to verify lease obligations (maintenance concerns, illegal resident(s), pets, etc.). We will always give a 24-hour notice of the intent to enter a unit, except in cases of emergencies, residents requested work orders, or in the event it is impractical to do so. Failure of a resident to provide Burr White Realty in writing with a contact phone number automatically waives the resident's right to notice. If you do not confirm a requested entry appointment within 72 hours, we will post a 24-hour notice to enter.

## LOCKED OUT OF UNIT

If a tenant inadvertently gets locked out of a rental unit, it shall be the tenant's sole cost and responsibility to contact a locksmith to re-enter their unit. If any change in keys occurs, the tenant shall notify the property management company immediately and deliver a copy of the new key to the property management company within 48-hours.

If you need a replacement key, a key may be purchased from the rental office for a charge of \$75.00. Only authorized tenants (those listed on the rental agreement) may request a duplicate key.

## LEGALLY LOCKED OUT OF UNIT

If a legal lock out has been performed by the County Sheriff Department or local law enforcement, due to breach of contract and/or eviction service, a tenant may re-enter the unit by contacting the property management company at (949) 675-4630. Bear in mind that during a legal lock out, the locks have been changed. There will be a \$75.00 trip charge to the tenant if a tenant requires re-entering the unit for any reason.

## **NOISE DISTURBANCES**

Every resident in your neighborhood has the right to quiet and peaceful enjoyment of their home. Any noise from your home should not be heard from neighboring properties. All private parties must be maintained within the confines of the home itself and not allowed to overflow into the common areas such as balconies, hallways, sidewalks, and parking areas. Standard quiet hours are between 10:00 pm-7:00 am.

Residents who might experience such-noise problems are asked to contact the local sheriff or police department for corrective action as each locality has a noise disturbance ordinance. We also request that you advise the rental office in writing on the following workday of the property and resident and the circumstances surrounding the situation. Continued resident grievances, with management verification, will result in a warning from the rental office and termination of tenancy if the situation is not corrected.

Likewise, should your quiet and peaceful enjoyment be disrupted by a noisy and disrespectful neighbor please try to work it out with them. If your efforts fail, the police can be called on their non-emergency phone number to assist, if necessary. If your neighbor is also a Burr White resident, please contact us in writing of the nature of the problem.

## **PETS**

Should your lease allow a pet, there may be a limit on the total number of pets allowed at any Burr White Realty property and the terms of your specific lease must be followed.

In consideration of your neighbor please observe the following rules: Under no circumstances are pets allowed to roam. Pets on common grounds of the community must be carried or leashed. Any animal found roaming the community unattended will be removed. As a common courtesy to all tenants, pet defecation is prohibited in the common areas. It must be picked up immediately and disposed of properly. Violations will be considered a breach of contract and may be grounds for eviction. This will be strictly enforced. Do not chain or tie the animal to balconies, patios, or outside buildings.

Any damages caused by pets are the responsibility of their owners. Residents come first, so it is important your pet does not become a nuisance. If so, you will be asked to remove your pet from the community.

No reptiles, dangerous, harmful or poisonous, or illegal animals will be allowed. Pet deposits are determined by the owner. Pet deposits are required for cats, dogs, ferrets, rabbits and birds. Rabbits, hamsters, gerbils and birds must always be caged.

## **PARKING REGULATIONS**

Towing policies are strictly enforced. If your vehicle is towed, this is a situation between yourself and the towing company. Burr White Realty does not have any leverage with the towing company. Any decision made by the towing company is final. To avoid this problem and expense, make sure you know the parking regulations before parking your vehicle. It is your responsibility to see that your guests follow parking regulations. When vehicles are towed, it is at the vehicle owner's expense. No vehicle storage is allowed. Inoperable vehicles are subject to being towed. Vehicles must display current tags and inspection stickers to be considered operable.

Vehicles cannot be repaired on the property. No loitering is allowed in the parking lots. Under no circumstances should motorcycles, mini-bikes or other motorized vehicles be taken into a unit or hallway. Under no circumstances can any vehicles be parked on lawns or any grassy area. If this occurs, vehicles are subject to automatic towing. Boats, trailers, campers or unlicensed vehicles, are not to be driven or parked on premises. All city and Homeowners Association (HOA) parking rules and regulations must always be followed by the residents.

## WORK ORDER REQUESTS

Our maintenance staff is on call and ready to assist you with the care and service of your unit. Maintenance service requests must be submitted through your Tenant Portal on the website. Please be specific in reporting any work orders. A contact person and any & all telephone numbers should be given. Maintenance requests emailed or phoned into our office, are not guaranteed to be responded to, except for property threatening emergencies. Calling or emailing a maintenance request to a staff member at Burr White Realty results in that person having to submit a request through the on-line system on your behalf.

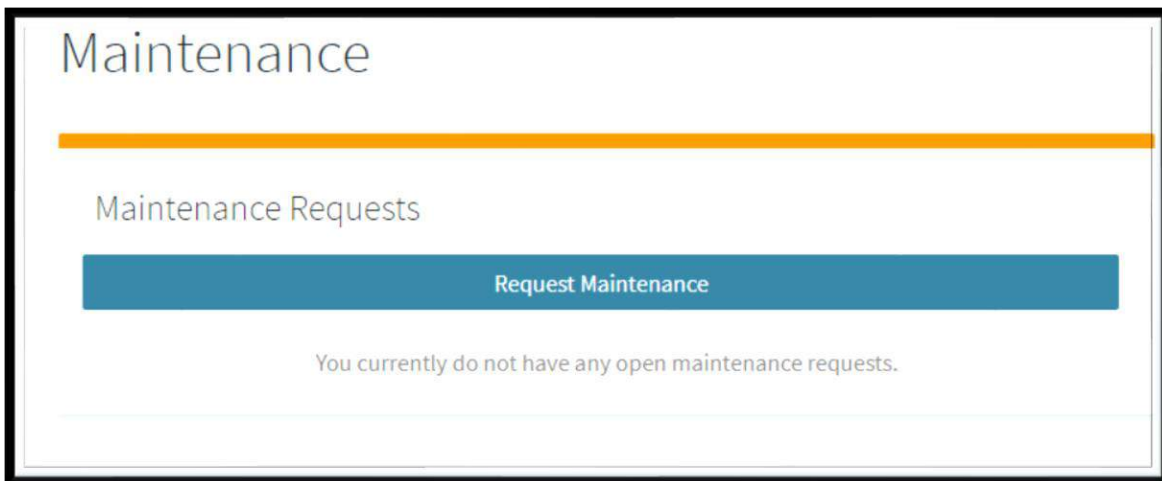
A **\$25 charge** will be added to your account for any non-emergency maintenance requests that are called or emailed to our office. Our hours are Monday through Friday 9:00 a.m. to 5:00 p.m., excluding major holidays.

**Be advised that maintenance requests may take up to 2-3 business days before a vendor is available. If you have not received a phone call from our office or a vendor during this time, please contact our office immediately to check the status of your work order.**

Please be advised that all residents are required to report any maintenance to Management as soon as it is discovered. It is also the resident's responsibility to inspect and maintain the property regularly. If the resident fails to report any necessary maintenance, the tenants may be charged the cost of repairs due to failure to report a problem in a timely manner. Excessive water bills due to unreported leaks or faulty toilets may result in water bills being charged to you.

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From the Maintenance Tab, click **Request Maintenance**.



- Enter a detailed description of the issue, select whether the vendor assigned has permission to enter with a key provided by the Management Office, and click **Submit Request**.

Maintenance

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Create A New Maintenance Request

**What needs attention? \***  
(Max 950 characters)

**Is this issue urgent? \***

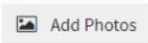
Yes

No

**Is this issue actively causing property damage or a threat to personal safety? \***

Yes

No

 Add Photos    No photos added

**To resolve the issue as quickly as possible, do we have permission to enter the residence? \***

Yes

No

N/A - Entry not necessary

Be advised that maintenance requests may take up to 2-3 business days before a vendor is available. If you have not received a phone call from our office or a vendor during this time, please contact our office immediately to check the status of your work order.

## **EMERGENCY MAINTENANCE AFTER HOURS**

Burr White Realty provides you with maintenance service for emergencies 24 hours a day, 365 days a year by dialing (949) 675-4630.

Emergencies include:

- Severe water leaks (other than faucets)
- No heat (in winter)
- Gas leak
- Entrance lock broken where the unit cannot be secured.
- Sewer back ups
- Faulty water heater

In such situations, call our office at (949) 675-4630. Remember, this is for those items which cannot wait until the next workday. No charge will be made for a service call unless the resident is responsible for the situation through negligence, or if emergency maintenance is requested for routine maintenance. Requests for routine maintenance repairs must be made on-line via the Tenant Portal.

## TENANT RESPONSIBLE MAINTENANCE

Residents will be responsible for the following maintenance issues in your home:

- **Changing light bulbs --including fluorescent lights (correct bulbs must be used)**
- **Extermination of bugs --Spiders, earwigs, ants, roaches, mice, etc. - try over-the-counter products and remedies first before contacting the property management company.**
- **Checking to make sure electrical breakers and fuses are working.**
- **Clogged drains or slow draining drains - try a plunger first before contacting the property management company. There are drain clearing tools, such as " Zip-It" (\$2.00) at Home Depot that work great on hair clogs.**
- **Patching small holes or cracks**
- **Replacing batteries in smoke detectors**
- **Stopped up toilets or commodes --try plunging first**
- **Disposal not working --push the red reset button on the disposal under the sink (see section "Garbage Disposal")**

If the phone, gas, water, or electricity is shut off or not working, please contact the proper companies to alert them of any problem. If the problem exists within the walls of your home, we will be happy to send someone out.

We are always happy to be of assistance and send a contractor out to assist you with a problem you are having in your unit. However, if we send someone out and the repair needed was caused by resident neglect, the bill will be sent to you for immediate payment.

Additionally, if your service call is determined to be unnecessary or resident neglect, then all associated bills will be sent to the resident for payment. Common examples of these cases are; heating or A/C not working when the thermostat is in the off position; garbage disposal clogged by foreign objects such as forks, bottle caps, coins, or broken glass; and feminine products in the sewer line.

If our maintenance team or vendor is sent to the property as a result of a maintenance request and there are locked bedroom doors that prevent them from performing the service, a \$25 charge will be added to your account and must be paid immediately.

## USE OF GAS OR CHARCOAL GRILLS

No combustible fuels are permitted within the confines of any unit. Gas, charcoal and kerosene and their associated grills and heaters are prohibited. This includes balconies and first floor porches. Exceptions may be made in single-family homes if management provides written approval.

## TRASH REMOVAL

All residents should be responsible for trash disposal and keeping the leased property (or rental unit) clean of trash and debris. Recycling bins are available at many of the properties. If you are on a municipal solid waste removal system and a problem arises, please contact the municipality directly. If the unit provides dumpster systems, trash must go directly from inside your residence to the dumpster. Failure to comply with policy will result in a fine. Trash or filled trash bags may not be stored outside your unit. All trash must be placed in the proper trash bin or dumpster.

## HEATING, AIR CONDITIONING AND TEMPERATURE CONTROL

If your unit has a heat pump or forced air unit, during the heating season, move the lever on the thermostat to HEAT. During the air conditioning season, move the same lever to the COOL position. For normal satisfactory operation, it is recommended that the thermostat be set at 70 degrees in the winter and 76 degrees in the summer. Air conditioning units should never be set below 69 degrees. Do not 'jiggle' the controls or frequently reset the cooling and heating lever. For optimal operation, remember to close all windows and doors when air conditioner or heater is on. If your unit has another source of heating and you have trouble in its operations, please contact Burr White Realty.



## WINDOW COVERINGS

Standard window coverings may occasionally be provided by the landlord. Tenants are responsible for routine cleaning of the blinds and window coverings and replacement of missing vertical blind slats.

## PESTS

Resident is responsible for extermination of insects and small rodents including but not limited to: spiders, earwigs, ants, roaches, mice, and bedbugs. If there is an infestation of insects and/or rodents and it is found to be the cause of the tenants; the tenants will be charged for the amount of the invoice to remediate the problem. This may be found to be tenant caused if the tenants are not cleaning the areas properly. If this is a pre-existing problem the owner may incur the full and/or partial charge of the invoice. During heavy times of rain, you may find that insects and small rodents will enter the property. The landlord is not in control of such instances. We recommend the use of over the counter products such as sprays and traps.

## GARBAGE DISPOSAL

If your unit is provided with a garbage disposal, it is recommended that the cover be left in the drain position when not in use to prevent any foreign materials from accidentally falling into the unit. Residents (or tenants) shall be responsible for keeping the garbage disposal clean of rice, potato skins, chicken bones, toothpicks, match sticks, celery, food pits, grease, metal objects, coffee filters and any other items or material that can cause stoppage of the garbage disposal unit. Tenant will be responsible for the repair or replacement of the unit if the cause of the damage was due to negligence or misuse by the tenant or guests.

When using your garbage disposal unit, start by turning the cold water on and leave it running. It is important to maintain a steady flow of water to flush shredded waste through the drains even after the disposal has been turned off. Next, the garbage disposal should be turned on and then and only then, should the waste matter be put in the disposal. Allow the waste to clear before turning off the disposal. Remember, allow the water to run even after the unit is turned off to flush the disposal and clear the drain.

Should the disposal shut off due to an overload, allow the motor to cool for three to four minutes, then push the red reset button on the motor (located in the cabinet under the sink) and resume operation. If this fails, call the rental office for assistance. The disposal is self-cleaning. Never use caustic drain cleaners in the unit. An occasional use of baking soda should eliminate odors.

## LIGHT BULBS

All light fixtures will be in working order at the time the resident takes possession. Thereafter, the resident will be responsible for the replacement and installation of all light bulbs. All light bulbs must be working when the resident vacates. When replacing bulbs in appliances, track lighting, vanity mirrors, fluorescent lights and fans, tenants must be sure to use the proper size wattage and type of bulbs. Any light fixtures with dimmer switches require the use of incandescent light bulbs. Fluorescent light bulbs are not compatible with dimmerswitches.

## PLUMBING FIXTURES

All plumbing fixtures such as sinks, tubs, drains, commodes, etc. are to be used only for the purpose intended. Therefore, no solid articles, disposable diapers, rags, rubbish, hygiene wipes, Swiffer products or grease should be placed in them. **Feminine products should never be disposed of through the waste disposal lines at your unit.** All such waste should be placed in the trash containers. Articles that result in plumbing blockages or that must be removed will be at the resident's expense. One article that will provide you with a great deal of assistance and is most inexpensive is a plunger. **If maintenance is requested to plunge a line, the resident will be charged.** If your toilet/commode overflows, immediately lift the cover off the tank, reach inside and push the flapper firmly into the hole on the bottom of the tank; then call the rental office for maintenance. Turning the handle located under the toilet/commode tank in a clockwise direction can cut off the water supply for the toilet/commode. It is the resident's responsibility to inspect and report any water leak from coming

## SMOKE DETECTOR

Smoke detectors are in your unit to ensure your safety. We suggest that you check the detector in your unit on a monthly basis or routinely to make sure it is working properly. Simply press hard on the Test button and hold for 5 seconds. If the detector fails to operate, you will need to replace the batteries. Batteries should be replaced every 6 months or as needed. If the smoke detector still will not operate after installing new batteries, please call the rental office and request maintenance on the unit.

**NOTE: THE LAW REQUIRES THAT ALL SMOKE DETECTORS REMAIN IN OPERATION. THEREFORE, DO NOT REMOVE THE BATTERY OR IN ANY OTHER WAY IMPEDE THE FUNCTION OF THE DEVICE. REMEMBER IT IS FOR YOUR PROTECTION.**

## **CARBON MONOXIDE DETECTOR**

California's Health and Safety Code (17926.1) requires a landlord to maintain carbon monoxide detector devices in each dwelling unit if the rental unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage on or before July 1, 2011 for a single-family residence and on or before January 1, 2013 for all other existing dwelling units.

Carbon monoxide detectors are in your unit to ensure your safety. We suggest that you check the detector in your unit on a monthly basis or routinely to make sure it is working properly. Simply press hard on the Test button and hold for 5 seconds. If the detector fails to operate, you will need to replace the batteries. Batteries should be replaced every 6 months or as needed. If the smoke detector still will not operate after installing new batteries, please call the rental office and request maintenance on the unit.

**NOTE: THE LAW REQUIRES THAT ALL CARBON MONOXIDE DETECTORS REMAIN IN OPERATION. THEREFORE, DO NOT REMOVE THE BATTERY OR IN ANY OTHER WAY IMPEDE THE FUNCTION OF THE DEVICE. REMEMBER IT IS FOR YOUR PROTECTION.**

## **BALCONIES AND PATIOS**

Residents provided with a balcony or patio, are responsible for its condition and are always expected to maintain the area. No cigarettes, trash, or other items shall be thrown from the balconies or patios. Neither balconies nor patios should be used for drying laundry or putting up antennas. Only well-maintained flower gardens of a reasonable size would be permitted. Planter boxes or flowerpots must be raised above the deck system to allow water to properly drain. Water retention may damage the surface of the patio or deck. The use of artificial AstroTurf or carpeting is prohibited. No vegetable gardens can be grown in these areas. Items such as motorcycles, boats, signs, trash containers, doghouses, etc., may not be kept on balconies or patios. All patio furniture, chairs, portable barbecues, etc. must have rubber feet or 2-inch coasters at the leg ends to prevent punctures or rust stains to the deck or patio surface.

For your safety, Burr White Realty warns you to limit the number of people on a balcony at one time. Residents assume liability for any items left in these areas and are responsible for maintaining their balcony or patio in a neat and orderly manner at all times.

## **COMMON HALLWAYS AND PORCHES**

It is against fire regulations to block the entry hallways with bicycles, baby carriages, toys, shoes, boots, etc. Safe passage must be provided for all residents and guests. If such items are found in the entry halls, we will give one warning. On the second offense, 3-day Notice to Perform Covenant (Cure) or Quit will be served and a \$45.00 Prep & Service fee will be assessed to the tenant's account. Please keep all porches, stairwells and sidewalks clear of all items, which could impede traffic in both normal use and in the case of an emergency. Residents may not post any signs or other advertising matter in windows, hallways, doors, and mailbox or outside the building.

## **VACATING AND MOVE OUT DAY**

Please see the "Maintenance/Cleaning Procedures for Vacating" list to advise you on how to clean and maintain the property before you leave. Moving trucks and vans must be parked in authorized spaces.

Be sure to turn in all door keys, mailbox keys, remotes as well as all forwarding addresses in order to receive your security deposit refund.



## **PRE-MOVE OUT INSPECTION**

Pre-move out inspections are required and are conducted 14 days prior to move out. Burr White Realty will send the date and time with your move out statement. The tenants have the right to be present during the Pre-Move Out Inspection; however, the inspection may be conducted without the Tenants. The inspection must be conducted during our normal business hours.

## **ABANDONED PROPERTY**

Burr White Realty will consider any property left in a property after the lease term as abandoned property. Our office will dispose of any abandoned property in accordance with California Law.

## **SATELLITE DISHES**

The rules regarding the installation of satellite dishes vary from property to property. Should you want to install a satellite dish, you must make a written request to the management office. Your written request must include the location of the dish, detailed method of installation and proof of liability insurance specifically relating to the satellite dish. If your request is granted, the satellite dish cannot exceed 18 ". Satellite dishes may never be installed in a manner that permanently alters the property (i.e. NO DRILLING OF HOLES). It is the responsibility of the tenant to remove the satellite dish when vacating the property. The tenant will be responsible for charges to remove satellite dishes from the property.

## **LAWN AND GROUNDS MAINTENANCE**

If a gardener (for basic gardening) is not provided for the rental property, then it is the sole responsibility of the tenant to maintain the yard areas. You are expected to care for the lawn and grounds, keeping them in good condition. This includes regularly cutting the grass, fertilizing the lawn, trimming shrubs, raking leaves, edging all walkways, curbs and driveways, treating fire ant beds, and keeping vines from growing onto the house. Please keep shrub and tree growth away from the roof, eaves and side of the house. You are required to report any conditions, which will cause permanent or temporary damage to the grounds, and to treat for lawn pests. Flowering trees must be pruned at the proper time of the year for their species and all flowerbeds must be kept free of weeds, grass, etc. Extra water is required during the summer months. Failure to do so may result in the replacement of grass, which may be costly and may be charged to the tenant due to neglect. Whatever is in the beds as a cover or mulch {pine straw, pine bark, etc.) must be kept up by the residents. If a section of the lawn is blocked off for any reason (ex: dog pen or run) it still must be maintained regularly.

## **WALLS AND CEILINGS**

Please keep the walls of the home clean and in good repair. Do not paint or wallpaper the walls without prior approval. All walls, baseboards and trim must be washed before vacating. All ceilings must be dusted and/or vacuumed regularly and before vacating. Do not put any holes in wooden or paneled walls or fixtures since these cannot be patched or matched. Any drywall damage from the installation of a plasma television by the tenant will be charged to the tenant. You may be charged for the entire replacement of walls if needed. An additional deposit may be required for smoking on the premises.

**IF YOU ARE A SMOKER, YOU ARE RESPONSIBLE FOR ALL SMOKE RESIDUE AND DAMAGE.**

## **ADDITIONAL RULES**

Burr White Realty reserves the right to make such changes and additions to the rules and regulations relative to the entire community which may from time to time be necessary for the safety and well-being of all the residents and the control, care and cleanliness of the premises. Please contact our office for an updated version of the "Burr White Realty Tenant Information and Policy Handbook" as changes may be made throughout your tenancy.

**STATEMENT OF ACKNOWLEDGEMENT**

I/we acknowledge that these policies become part of the lease agreement and are legally binding. The undersigned agree to abide by all the policies as stated herein. In any instance where the lease agreement and the handbook are in conflict, the lease agreement shall have precedence on all parties to the contract.

Tenant One: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Two: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Three: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Four: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The above tenant(s) have been given a copy of the Tenant Information and Policy Handbook and has read and understands all rules, regulations and policies. Tenant also agrees to the periodic inspection of the property by Burr White Realty.

Received By Burr White Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_