Guide to Living at Adobe

2016-17

It is our goal to make your residency the best experience possible. The following guide contains information and community policies to better serve and protect the interests of both Residents and Adobe at Evergreen Apartments. Apartment living requires consideration and cooperation on the part of all who reside here. Therefore, the following paragraph disclosures, policies, and guidelines have been prepared as an agreement of our mutual obligations.

Adobe at Evergreen Apartments will herein after be referred to as “We, Us, and Management” and Adobe at Evergreen residents will herein after be referred to as “You and Resident” in this document. Any provision within this packet may be changed with a minimum two week written notice to Residents. If any changes are made, you agree to comply with all new provisions when they take effect.

MOVE-OUT CLEANING REQUIREMENTS: Entry Ways: Clean and remove cobwebs, debris or stains on the concrete and the exterior walls and railings. Wipe down the front door and all hardware. Clean all light fixtures. Properly dispose of all trash, any other personal items, and cleaning materials. Hard Surfaces: Sweep and mop; remove all marks. Clean all baseboards from any dust or debris. Carpet: Vacuum carpets well and clean them to ensure all stains are removed. Closets and Shelves: Clean inside and outside with damp cloth. Make sure all dust, grease, and other residues are removed, including any contact paper, if applied. Light Fixtures and Ceiling Fans: Wash all globes and light fixtures, inside and outside, and wipe down all blades on all sides. Be careful to not pull down on the blades, as this can damage the fan. Switch Plates/Outlet Covers: Clean and remove all marks and greasy residue. Windows: Clean tracks, tops and bottoms, and clean window glass interiors and windowsills. Remove any decals that may have been applied. Blinds: Wipe down and clean, so that each slat is free from dust, smudges and stains. Cabinets & Drawers: Wipe down all cabinets, shelves and drawers, inside and out. Make sure all cleaning residue and all contact paper, if any, is removed. Sinks/Faucets/Countertops: Wipe down all countertops, sinks and faucets. Remove all hard water deposits, polish and shine all sinks and chrome. Remove any cleaning residue. NOTE: Sitting water on countertoops and faucets WILL leave mineral deposits (a white film) on them, which can be very difficult to remove if not cleaned regularly. To avoid build-up, we recommend that water be wiped down from counter tops and faucets regularly, as part of your normal housekeeping practices. Mirrors: Wipe down all mirrors. Leave free of any smudges, streaks and cleaning residue. Toilet: Clean and polish toilet seat, tank, lid, outside of toilet, and inside bowl. Remove all hard water deposits, rust stains, cleaning residue, and rings. Tubs/Faucets/Enclosures: Clean entire tub, faucet, handles, showerhead, drain, and tub surround area. Remove hard water spots and dirt build up on shower floor. Clean and polish all chrome. Make sure all cleaning residue is removed. Appliances: Clean all appliances thoroughly by wiping down/scrubbing all exteriors and interiors, including shelves, drawers, racks, plates, baskets, knobs, buttons, drip pans, etc. Don’t forget to lift up the top of the stove in order to better clean underneath the drip pans. In addition, clean all floors underneath appliances and all walls behind and next to appliances. (Do not unplug refrigerators. When finished, leave them set at level 3. Unplugging the refrigerator or setting the temperatures too low or too high can cause damage to the appliance. For safety reasons, we also recommend that you shut off the power to the stove/oven at the breakers before cleaning.) Range Hood/Microwave: Remove and clean filter with degreaser. Clean all surfaces (inside & out), including area under filter, knobs and turntable, where applicable. Walls & Doors: Walls and doors, including hardware, should be left clean and clear of all scuffs, finger prints, hand marks, mold/mildew, nails, thumbtacks, hooks, sticky tape, posters and decals. Management does not recommend that you attempt to patch holes yourself unless you can guarantee that work will be done in a professional, workman-like manner. Odors: Bad odors are considered damage to the apartment. If there are odors present due to owning a pet/service animal, smoking, heavy cooking with certain oils and/or spices, or poor housekeeping, etc., they may not be easily removable, even with the best of cleaning efforts made. Heavy odors, such as these, usually require additional deodorizing to the unit and/or replacement of items within the apartment, which have absorbed the odors. Restoration costs to remove odor may involve re-sealing the entire apartment with blocker or other stain block, additional coats of paint, ozone treatment, replacing dry wall, replacing cabinets, shelves, blinds, fixtures, appliances and flooring, including carpet, etc. You are responsible for 100% of any of these costs to repair or replace damaged items due to absorbed odors caused during your tenancy.

CONSERVATION: You understand that compliance with any utility conservation efforts implemented by Management, the City of Davis, or by the utility service provider is required at all times, and you agree to participate in any such efforts implemented.
TAMPERING: All outdoor faucets and electrical outlets located in common areas are under the exclusive control of Management and are not for your personal use. For this reason, Residents may not run hoses or extension cords to outside faucets or outlets. Furthermore, you understand and agree that you may not disturb, tamper, adjust, or disconnect any utility service, sub-metering device, or system on the premises, and that doing so will be considered an act of vandalism, which is considered good cause for termination of your housing contract.

TEMPORARY SERVICE OUTAGES: Management is not liable for damages you incur, including food spoilage, arising from utility service outages, interruptions, or fluctuations in utilities provided to the unit that are not reasonably within Management’s control, especially in instances where you failed to pay your utility fees or report problems within your unit to us within a timely manner, or when there is a community or city-wide service outage under the direct control of utility service providers.

PRIVACY POLICY: Management agrees to keep your personal information confidential at all times. We will not divulge any information regarding your tenancy or provide access to your apartment or personal information to family members, friends, or other interested third parties not affiliated with Law Enforcement, Department of Housing and Urban Development, Yolo County Housing Authority, Adobe at Evergreen Apartments, or the management thereof, without advance, written permission from you or proper legal documentation, such as a court issued warrant or subpoena. It is your responsibility to provide written instructions and a letter of permission to Management in advance if you would like us to provide access to your unit or provide information to others regarding your tenancy on your behalf.

END OF TERM INSPECTION: As you vacate your unit at the end of your lease, a final move out inspection will be performed by Management to evaluate the overall condition of the unit determine. A black light may be utilized during the inspection to locate any non-visible stains to the carpet, baseboards, or walls for units which had pets or service animals or where it is suspected by Management that an animal may have been present during the tenancy. Photos may also be taken during the inspection.

REPAIRS AND MAINTENANCE: You are required to report all problems or damage within the apartment immediately upon discovery. All maintenance service requests are performed based on a written work order submitted through the Leasing Center and are completed on a priority basis based on the nature of the request and the date received. You are not required to be present during maintenance services; however, pets or service animals must be secured and work areas must be cleared of any personal belongings before work can be performed. For safety and liability reasons, our maintenance personnel may not be able to perform scheduled maintenance if these matters are not attended to in advance, which can result in delays to your service. Additionally, you will be charged for any further damages as a result of your failure to comply with this requirement. To report a problem, please call 530-297-0342, stop by the Leasing Center during normal office hours, or submit a request Online through your own personal Resident account. Maintenance service is only available Monday through Friday between the hours of 9:00 am to 5:00 pm. When submitting a Maintenance Service Request, please stipulate whether or not Management has permission to enter your apartment if you are not home. If you do not want to give permission and prefer to be at home when the service is performed, you will be asked to schedule an appointment with a minimum three (3) hour window for service. Please note that Management is unable to accept requests for service from anyone other than Residents with a contract for the apartment, or advanced written permission from you. All maintenance repairs that result due to normal wear and tear will be performed for you at no additional cost. Repairs that result from damage due to misuse, neglect, accidents, or abuse caused by you, your pets or service animals, guests, or anyone or anything else under your control may be billed to you. NOTE: Residents are expected to own their own plumber and to use it for routine toilet clogs. If you see that your toilet starts to clog and may over-flow, first shut off the water quickly and then use your plunger to unplug your toilet. If the toilet remains clogged after several plugging attempts, you may contact Management for further assistance. Residents may be charged a service fee if Management receives excessive requests to service your toilet for simple clogs that could have been corrected with the use of a plunger.

EMERGENCY REPAIRS: Emergency maintenance repairs needed should be reported immediately to Management by calling the office number: 530-297-0342. For calls made during non-office hours, press “0” when the voice mail message comes on to be connected to the answering service, who will direct your call to the on-call staff. Legitimate emergencies include, but are not limited to, the following: 1) Fire, call 911 first, 2) Water Leaks or Flooding, 3) No Electricity (Local outages only; Check breaker panel first; for wide-spread outage contact PG&E: (800) 743-5000), 4) No Heat or Air Conditioning (when outside temperatures are at intolerable levels), 5) No Functioning Toilet, 7) Refrigerator Not Working, 8) Front Door Lock Not Working With Key. NOTE: Lockouts after hours because you lost or misplaced your keys are not considered an emergency. Assistance will be provided, but may not be immediate. For more information, see Keys & Locks below.

HOUSEKEEPING: You are responsible for maintaining the cleanliness of your unit to the degree necessary to ensure that there is no unnecessary wear and tear on the structure, appliances, flooring, cabinets, and fixtures, within, and that does not cause any pest infestations or promote unsanitary, unhealthy, or unsafe conditions to you, your pets & service animals, your guests, those under your control, your neighbors, and staff. This includes, but is not limited to, ensuring that all walkways within your apartment and leading to your apartment are kept clutter-free, ensuring that all windows and doors (including closets) are unobstructed by large furniture or other personal belongings, ensuring that there are no tripping hazards being caused by your personal belongings, and appropriately cleaning all surfaces regularly, so they are free of Mold/Mildew, grease, dirt, trash, and filth. Warning: Some cleaning chemicals may cause damage to certain surfaces or materials. To prevent damage, you may request specific instructions from Management pertaining to the care of the unit, including, but not limited to the cabinets, counter tops, windows, appliances, flooring and fixtures. If, at any time, the unit is found to be in a condition that promotes unsafe or unsanitary conditions during a routine inspection or maintenance service appointment, Management may request that you take steps to correct the deficiencies or make alterations to the arrangement of your personal belongings or furniture to remedy any problems. You agree to comply with any requests made by Management to correct any housekeeping deficiencies, as deemed necessary by Management.

SURFACE MOLD/MILDEW: Especially during colder weather, Mold/Mildew growth on walls and ceilings is a common housekeeping concern. Most often it is evident in bathrooms and around windows. Mold/Mildew forms due to high levels of relative humidity and moisture inside your apartment. This humidity, along with soil, dirt or grease, enables Mold/Mildew to grow. There are a variety of steps that you can take to reduce the levels of moisture and humidity in your home, thereby helping to prevent any Mold/Mildew problems from developing. 1) Keep all surfaces clean and free of dirt and grease. Concentrate especially on areas that are frequently wet (sinks, showers, tubs, windows, etc.). 2) The exhaust fan in your bathroom is designed to inhibit the growth of Mold/Mildew. Management recommends that you run your fan for at least one hour with the bathroom door open after every shower. Do not disconnect the exhaust fan at any time. If your fan is not operating properly, please report the problem immediately. 3) When possible, let light and fresh air into your apartment. Keep your windows open or use an electric fan to circulate the air, as much as possible. Mold/Mildew tends to form quicker when units remain dark and closed up. If you choose not to open your windows or run an electric fan, consider using an exhaust fan. 4) When cleaning your apartment, about 72 degrees, keep vents open. 5) Use fans and air conditioners. 6)When condensation develops on your windows, doorways or window panes, dry the areas thoroughly and repeatedly, as necessary. You are responsible for living in your unit in such a way as to prevent the growth of Mold/Mildew. Should you encounter a mold or mildew problem, you must take immediate action to clean it. Any cleaning products listing bleach as an active ingredient will clean most
problem areas. Simply spray the solution onto the problem areas and allow it to sit for 10-15 minutes. Please keep in mind that if it is discovered that surface Mold/Mildew is present that should have been addressed through proper housekeeping and is not due to a structural problem, you will be expected to clean the Mold/Mildew. The first time a surface mold/mildew problem is detected within your apartment, you may request assistance. One of our helpful maintenance staff members will assist you by cleaning the problem area for you in your presence in order to show you how to do it. An appointment will be required. If you experience any repeat surface mold/mildew problem, you will be required to clean it, as part of your regular housekeeping practices. Compliance inspections will be required NOTE: Water leaks can also cause Mold/Mildew growth. IN THE EVENT THAT A LEAK IS DETECTED ON A WALL OR CEILING, OR WATER OR MOISTURE IS PRESENT ON OR AROUND ANY FLOOR OR PLUMBING FIXTURE (SINKS, FAUCETS, TOILETS, TUBS, SHOWERS, ETC.), CONTACT MANAGEMENT IMMEDIATELY. Failure to report a water leak within the first 24-hours can cause further structural damage.

CARPET REPLACEMENT OR CLEANING DURING TENANCY: Residents are required to maintain the cleanliness of their own carpets during their tenancy. In addition, you understand that carpets are not normally replaced during a tenancy, unless they have become damaged beyond normal wear and tear and are unable to be repaired. Management is willing to consider your written request for cleaning or replacing your carpet during your tenancy; however, you understand that any carpet cleaning or replacements performed by Management during your tenancy are done so at our discretion. Please be aware that you are responsible for any cost associated with carpet cleaning or replacement due to damage caused by you, your guests, or your service/support animal. In addition, if it becomes necessary to clean or replace your carpet during your tenancy for any reason, you understand that the process will require that you remove some or all furniture and personal belongings completely off of all carpeted areas, including your closets. You understand that it is your responsibility to move your furniture and belongings and secure them during the cleaning or replacement process. If you fail to cooperate with this requirement, you understand that Management may not be able to accommodate your request to clean or replace your carpet.

UNIT PAINTING DURING TENANCY: Residents are required to maintain the cleanliness of all interior walls during their tenancy. All walls have been painted with a semi-gloss paint, which allows you to easily wipe them down when they become scuffed or dirty. Doing this regularly as part of your normal housekeeping routines will reduce potential painting charges at move out. You understand that walls are not normally painted during a tenancy, unless they have become damaged beyond normal wear and tear and can no longer be cleaned or look excessively worn. Management is willing to consider your written request for painting during your tenancy; however, you understand that any painting performed by Management during your tenancy is done so at our discretion. Please be aware that if painting any interior walls of your unit becomes necessary because of damage caused by you, your authorized occupants, your guests, or your service/support animals, you will be billed, all or partially for painting, in accordance with the painting fee schedule outlined under “Damages” below. In addition, if it becomes necessary to paint your walls for any reason, you understand that the process will require that you remove all furniture at least three feet away from all walls into the center of the rooms and that you remove all wall hangings and shelving in advance. It may also require that you remove items from your closets and/or cabinets where applicable. You understand that it is your responsibility to move your furniture and personal belongings and to secure them during the painting process. If you fail to cooperate with this requirement, Management may not be able to accommodate your request.

ANNUAL MAINTENANCE SERVICE (AMS) INSPECTIONS: In an effort to provide you with a well-maintained apartment home, we perform annual maintenance services (AMS) inspections on all apartments as a preventative measure. With this service, our staff will enter your apartment after advance, written notice has been posted to your door to evaluate the condition of the unit, structure, appliances, flooring, cabinetry, etc., and to determine what repairs, if any, are needed. During these inspections, the following work will also be performed: 1) Smoke Alarms will be checked to make sure they are properly working. Batteries will be replaced, if necessary. 2) Air Conditioner filters will be cleaned or replaced, if necessary. 3) Refrigerator coils will be cleaned, if necessary. 4) Any other repairs, as detected during the inspection, will be performed at the same time, if time allows, or will be scheduled for the future, of which proper notice will be given. You agree to cooperate with us by allowing entrance to your unit for the purpose of performing this inspection/service after proper notice has been given.

DIAMAGES: You agree to not cause damage to the premises or any portion thereof or to other Residents’ personal belongings and vehicles during your tenancy. You also agree to not engage in any activities, which are known to cause damage or potentially can cause damage to the premises or any portion thereof or to other Residents’ personal belongings/vehicles. In addition, you agree to comply with any requests made by Management to cease any such activities when requested. Damages, by definition, are incurred as a result of physical harm caused to something in such a way as to impair its value, usefulness, or normal function. Damages do not result from normal wear and tear, and therefore, are 100% chargeable to Residents. Damages can be caused in three different ways: 1) Negligence: An action, which is done carelessly in that you should have known it would cause damage, such as allowing mold/mildew to grow on your walls without regular cleaning. Another form of negligence is failure to inform us right away when problems are discovered, which may later result in worse damage. 2) Abuse and Misuse: Deliberate mistreatment of the apartment, such as punching holes in the walls or doors, etc., and 3) Accident: Damages that occur by mistake, such as spilling a drink that leaves a stain on the carpet, or dropping and breaking a light fixture. Please keep in mind that strong odors, such as pet odor, heavy cooking or grease odors, or cigarette smoke odors (and nicotine stains), which are not easily removable, are also considered damage to the apartment. Whenever damage is caused, whether by carelessness, misuse, abuse, neglect, or accident, or simply because you did not comply with specific requirements outlined, you could be held financially responsible.

Further examples of damage or activities that can cause damage include, but are not limited to: vandalism, breaking windows or doors, routine misuse of appliances and fixtures, such as over-stuffing freezers/refrigerators, wrapping foil around stove burners or drip pans, or over-loading toilets with toilet paper, paper towels, or sanitary products, poor housekeeping, which results in pest problems, grease fires, or mildew/mold infestations, water damage to cabinets/drawers due to water that is left sitting without being wiped up, nicotine stains or burn marks from smoking, pet urine stains (visible or not), breaking shelves, cabinets or drawers, or dropping non-biodegradable objects into toilet, tub or sink drains, etc., not reporting repairs needed in a timely manner, which results in further damage, etc.

MANAGEMENT COMMUNICATIONS: For formal communications pertaining to your tenancy, Management will communicate with you in writing by posting to your door and/or utilizing 1st Class mail service, in accordance with all applicable laws. For informal communications regarding your tenant, Management may choose to communicate with you in the following manners: phone, text, email, or by posting to your door. If you have a preference for how you would like to be contacted, it is your responsibility to inform Management in writing in advance. Furthermore, you are responsible for ensuring that we have current contact information for you on file at all times. All communications are deemed to have been received once they are sent. Management is not responsible for notifications, which are not received because of 3rd party error, Resident’s failure to provide correct contact information, or for any other reason, including when Residents do not deliver or communicate the messages or information contained within notifications to their Co-Residents.

COMMUNITY-WIDE NOTIFICATIONS: For general announcements or notifications pertaining to our community, such as newsletters, event/contest announcements, city-wide crime alerts from the Davis PD, community reminders, construction or maintenance alerts, inspections, etc., Management will generate property-wide notifications via email, text, postings in common areas, and/or Facebook, unless otherwise required
by law. We recommend that you “Like” our Facebook page at www.facebook.com/AdobeApartments, so you can receive these important messages in a timely manner. If you do not have or use text messaging, email or Facebook, copies of important announcements or general correspondence can be mailed or posted on your door, upon your advance, written request.

ENTRY Pursuant to California Civil Code 1954: In the event that Management, Maintenance Staff, and/or Contractors need to enter your apartment for an inspection or to perform a repair, a written notice of entry will be posted on or by your front door a minimum of 24-hours in advance if you haven’t already provided verbal permission to enter. The notice will be deemed as having been received upon posting. You agree to cooperate with Management fully by allowing entry to your apartment after proper notice has been given. If the date/time provided to you is not conducive to your schedule, you may request an alternative date/time during business hours to take place within a reasonable amount of time. In the event of an emergency, as determined by Management, you agree to give us permission to enter your apartment without advance notice. If entry without notice is made during an emergency, we will agree to leave you a notice of entry in the unit stating the reason for the entry after the emergency inspection/repair is completed. If you fail to cooperate with any requirements pertaining to this policy, you understand that you will be financially responsible for any costs or damages we incur. Furthermore, please be aware that refusal to allow entry into your unit or to allow our staff to make necessary repairs or perform an inspection after notice was posted is considered a contract violation.

Subleasing is not permitted in the Student Housing Apartments.

FIRE SAFETY: Smoke detectors and/or carbon monoxide detectors, hereon after referred to simply as “detectors”, have been provided to each apartment, as required by law. All detectors are tested prior to move-in and are deemed to be in operable condition. If any are beeping regularly or are not working when the test button is pressed, it may be a sign that the detector needs a new battery. Please do not remove, disable, or disconnect any detectors at any time. If you remove, disable, or disconnect detectors at any time, for any reason, you will be held responsible for any injuries sustained or property damage that results. In case of a fire in the unit or a suspected fire in a neighboring unit, please call 911. In addition, please make sure to inform Management as soon as possible by calling 530-297-0342. If calling after hours, please press ‘0’ to be transferred to the answering service. Fire extinguishers are provided for minor fires and are located in each stairwell and in common areas. Management will service fire extinguishers monthly in accordance with law. Except for use in an emergency, fire extinguishers should not be removed from their boxes. Residents will be held financially responsible for missing or damaged extinguishers if improperly used or removed if you leave your apartment, make sure to ensure that all appliances have been turned off. Limit the use of extension cords, and never run them under rugs or across walkways. For safety reasons, firearms, explosive devises, fireworks, firecrackers, flammable or combustible liquids, or any other hazardous chemicals or dangerous items are not permitted to be stored or used in any apartment or anywhere on the premises, with the exception of barbecue starter fluid, which may be stored in sealed one-pint metal cans within each apartment. In addition, if applicable, personal items may not be stored inside of water heater closets, as doing so can create a fire hazard. Please be aware that fires or any other hazards or damage caused by your failure to abide by these policies will be your responsibility.

PERSONAL SAFETY & SECURITY: Please call 911 in the event of any emergency. EACH RESIDENT, OCCUPANT, AND GUEST IS RESPONSIBLE FOR THE SECURITY AND SAFETY OF HIS OR HER OWN PERSON, ANIMALS, AND PROPERTY AND SHOULD NOT RELY ON ANY SECURITY DEVICES OR MEASURES PROVIDED BY OR IMPLIED TO BE PROVIDED BY MANAGEMENT. We are not responsible for your safety or security, nor that of other occupants, your guests, pets/service animals or personal items, including vehicles, belonging to you, your guests, or other occupants. We do not make any promises to provide any security devices or measures, or warrant or guarantee the effectiveness or operability of any such devices or measures, if provided. In addition, we are not responsible for any loss, theft, or damage of personal property in the event of theft, fire, flood, disaster, acts of God, 3rd party negligence, nor any other unforeseeable event, whether the items were placed or stored inside or outside of your apartment or in common areas. We highly recommend that you purchase Renter’s Insurance for protection of your own personal property and Auto Insurance with full coverage for protection of your vehicle(s). In addition, we encourage you to lock your doors and windows when leaving your apartment, to lock all vehicle doors and windows, to lock all bicycles when not in use, to not leave personal property in your vehicle in plain view, to engrave your possessions, and to register your bicycles with TAPS at UCD and/or the City of Davis to help prevent loss or damage to your personal items or help with recovery efforts for your lost or damaged items.

EMERGENCY EVACUATION PLAN: When you move in, Management will provide a community map to you, along with instructions for what to do in the event of a community-wide emergency, such as fire, flood, earthquake, etc. This plan will show you how to evacuate your apartment and where to go when you have to evacuate, along with other safety and emergency preparedness tips. If, for any reason, you do not receive this document at move in, it is your responsibility to inform Management and request these documents be provided to you.

EXERCISE EQUIPMENT: Storage and use of exercise equipment is permitted in ground (1st) floor apartments only with advance, written permission from Management. Permission will not be unreasonably withheld, as long as the weight of the equipment does not pose an undue burden on flooring or housing structure and can be easily accommodated within the unit without causing any safety hazards. You understand that any damage to the structure or disturbances caused to neighboring residents by use and storage of exercise equipment will be your responsibility. If a disturbance is caused to neighboring Residents, Management reserves the right to revoke any permissions granted, in which case you will be required to cease use of or remove the equipment from the premises. You agree to cooperate with Management with any such requests received by complying with this requirement.

USE OF BICYCLES OR OTHER WHEELED EQUIPMENT: Repairing and/or selling bikes or other equipment or related items is not permitted on the premises at any time. Most non-motorized bicycles, scooters, and other wheeled toys/equipment may be used on the premises, with the exception of skateboards, which may not be used anywhere on the premises, including, but not limited to all parking lots and pathways, as use of skateboards is prohibited per Section 6.02.050 of the Davis City Code. This includes stunts or use of skateboards on benches, curbs, handrails, stairs, tables, etc., which are not permitted at any time. When using non-motorized bikes, scooters, or other permissible, wheeled toys/equipment on the premises, you may do so provided that they are not used at excessive speed, do not pose a disturbance or nuisance to neighboring Residents, and that they are not damaging to the property. Please exercise caution while using such items in making sure to always yield to pedestrians and other vehicles. You are responsible for any injuries or property damage you, your guests, or those under your control cause while riding/using wheeled equipment throughout the premises.

WINDOWS, DOORS, AND EXTERIORS: In order to maintain the appearance of our community, you may not place or hang anything, such as aluminum foil, contact paper, curtains, shades, signs, advertisements, pictures, etc., between windows and blinds or on the outside of any windows, awnings, overhangs, doors, exterior walls and railings or common areas. The only exception to this policy is made for Holiday decorating, which is permitted seasonally (see Paragraph 25 Amendments for additional information). If blinds become heavily stained or unsightly due to smoking or
other means during your tenancy, we may require blinds be replaced during your tenancy as often as necessary at your expense. Screens should not be removed except for cleaning and in cases of emergency. You are responsible for the cost of repairing or replacing any bent or damaged screens due to improper removal.

KEYS & LOCKS: Residents are responsible for all keys assigned to them, and for ensuring that their Co-Residents and other authorized occupants under their exclusive control have access to and from their units on a daily basis. Lockouts because of lost or misplaced keys are not considered an emergency; however, assistance will be provided as needed at Management’s earliest convenience. For lockouts during normal office hours, Management will provide a loaner key or access to your apartment upon request. Loaner keys must be returned to the Leasing Center immediately after use, or key replacement charges may apply. For lock outs after office hours Management assistance will be provided by on-site personnel at their earliest convenience, at a $75 cost to you.

PLAY AREAS: Residents and their accompanied guests (limit of no more than four (4) guests per apartment) may play in the following designated common areas where applicable: playground, grassy areas, community pathways, and courtyards. All other common areas on the premises, including, but not limited to, parking lots, flowerbeds, unit entrances, balconies, stairwells, dumpsters & enclosures, mail box areas, common buildings, pool area, or any construction areas are not designated play areas at any time. In addition, the climbing of trees, structures, and buildings is not permitted at any time. When playing with balls or Frisbees or other flying objects, please be mindful of other people and buildings. You are responsible for any injuries caused to others, damage to buildings or structures, or noise or nuisance disturbances caused by you or your guests when playing on the premises. For safety reasons, wading pools, water tubs, Slip-N-Slides, and bounce/jump houses are not permitted on the grounds at any time without prior written permission from Management. You understand that Management reserves the right to deny permission for any reason without explanation.

WILD ANIMALS: Feeding or watering wild and/or stray animals, including, but not limited to, birds, cats, dogs, raccoons, possums, squirrels, rabbits, etc., out on the grounds is prohibited at all times. Please do NOT leave food or water out for animals on the grounds, as this can result in pest problems. If you see a stray animal routinely wandering the premises, please contact Management.

DISPOSAL OF GARBAGE: All trash, fluids, and hazardous materials must be disposed of in accordance with the law. In an effort to maintain the best possible appearance of our community, we ask that you please dispose of your trash neatly and properly by placing all household trash inside of the appropriate dumpsters located throughout the property AND closing the lid(s). Trash cans provided in common areas are not for household trash, and are to be used only for miscellaneous trash that arises when using the common areas. You promise and agree to comply with the rules and regulations contained in Title 22 California Code of Regulations section 66723 et. seq. and the information contained on the Department of Toxic Substances Control website located at www.dtsc.ca.gov. It is your responsibility to obtain information regarding compliance standards. Among such information, flammable items and electronics, such as paint cans, aerosols, gases, batteries, motor oil, antifreeze, computers, monitors, televisions, VCR’s, DVD Players, other electronic devices, etc. may not be disposed of in or around any trash container or enclosure. In addition, you are responsible for removing any unwanted, large household items or furniture at your own expense, as community dumpsters may not be used for large items/furniture. Please recycle as much as possible. Recycling containers are provided by each dumpster area. Cardboard should be flattened and placed next to the recycling bins or in the cardboard only dumpster. Loose packaging materials should be secured in a bag or box before discarding. Please do not set trash in common areas, such as by your entry way, on any balcony or stairwell, or leave it thrown outside of the trash enclosures. You are responsible for making sure that your entry way, stairwell, and the general area outside of your apartment remains free of all trash and debris at all times. Failure to comply with these policies may result in Management asking you to correct any deficiencies or in service fees being assessed to you if our staff has to pick up and dispose of your trash for you. For safety reasons, you and your guests are prohibited from climbing in and/or retrieving items and trash already placed within the trash bins, dumpsters, and recyclable containers.

MAIL & PACKAGES: Adobe at Evergreen Apartments Management is responsible for providing and maintaining one mail box for each apartment; however, actual mail service is provided by the US Postal Service, of which Management has no jurisdiction over. If you have a problem with the physical mail box, lock or mail key, you may submit a maintenance service request to Management. If you have a problem with your mail service, you will need to contact USPS for assistance. Any notifications mailed to you from Management will be mailed to your last known address, which is typically your current address at Adobe at Evergreen Apartments. If you prefer to receive mail at an alternative address or PO Box during your tenancy or at move out for your security deposit refund, it is your responsibility to provide Management with the alternative address in advance. Please be aware that Management is unable to sign for certified letters or registered mail on your behalf. With regards to packages, we are happy to accept package deliveries for you as a courtesy to you and the delivery company; however, you understand that we are not obligated to do so, nor are we obligated to accept packages for your guests. Management reserves the right to refuse to accept any package for any reason, including those belongings to Residents. Please be aware that storage space is very limited, so unusually heavy or bulky packages may not be accepted. The delivery company is responsible for notifying you if they leave a package at the Leasing Center. We are not obligated to notify you when packages or mail are left for you; however, we will attempt to notify you as we are able. Packages will be available for pick-up during posted business hours only, and will only be released to authorized occupants in your unit. You may be required to provide photo identification, parcel notification and/or signature to pick up a package. You are expected to pick up any packages or items left at the Leasing Center within 72 hours of delivery. If you are unable to pick up your package within this time frame, it is your responsibility to contact Management to make alternative arrangements. Unclaimed packages will be returned to sender. We are not responsible for any packages that are left with us and returned to sender because they were not claimed in a timely manner.

RESIDENT HOSTED COMMUNITY EVENTS: You may not host community-wide events, such as yard sales, parties, etc., without advance, written permission from Management. We reserve the right to deny permission for any event for any reason.

ALCOHOL AND CONTROLLED SUBSTANCES: In accordance with State and Federal law, illegal possession, growth, use, sale, distribution, or manufacture of drugs (including plants) and alcohol is prohibited on the premises, including individual apartments and all common areas. Distribution of alcohol to anyone under the age of 21 is not permitted at any time. Possession and/or use of alcoholic beverages are not permitted anywhere on the premises or the common areas and community buildings, unless you are 21 or older and within your own apartment. Intoxication, disorderly conduct, and excessive noise related to such are prohibited at all times.

SMOKING POLICY: Smoking and tobacco use are not permitted on University property or in any Student Housing building or dining facility. Smoking is prohibited on apartment balconies regardless of the location of the apartment complex. Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated tobacco product, as well as smoking substances that are not tobacco, and operating electronic smoking devices and other smoking instruments. Tobacco use includes inhaling, smoking, chewing, dipping, or any other assimilation of tobacco products. Smoking or tobacco use within 25 feet of any building entry, courtyard, stairway, passageway, pool area, patio, balcony, or operable window is considered a violation of Student Housing policy.
SATELLITE DISHES: Satellite dishes may be utilized with Management's advance, written permission provided that the following guidelines are adhered to: (1) a satellite dish may not exceed 39 inches in diameter, (2) an antenna or dish may receive but not transmit signals, and (3) it may only be located inside your unit or in an area outside your unit that is within your exclusive control. Installation is not permitted in any parking area, fencing, rooftops, windowsills, common-use balconies, stairwells, exterior walls of any building, or any other common area where other residents are also permitted use thereof without Management’s prior, written approval. Furthermore, you understand that certain locations, even if approved, may not provide optimum signal, and that Management is not required to provide alternate locations if approved locations are not suitable.

SAFETY & NON-INTERFERENCE: Satellite dish/antenna installation must comply with reasonable safety standards, and may not interfere with the community’s cable, telephone, or electrical systems or those of neighboring properties. It may not be connected to any telecommunication systems, and may not be connected to the community’s electrical system, except by plugging into a 110-volt duplex receptacle.

OUTSIDE INSTALLATION: If a satellite dish or antenna is placed in a permitted area outside your unit, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) securely clamping it to a part of the building’s exterior that lies within 10 feet of your unit premises (such as a balcony or patio railing); or (3) any other method approved in advance by Management in writing.

SIGNAL TRANSMISSION FROM OUTSIDE INSTALLATION: If a satellite dish or antenna is installed outside your unit, signals may be transmitted to the interior of your unit only by: (1) running a “flat” cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved in writing by Management.

INSTALLATION AND WORKMANSHIP: For safety purposes, you must obtain Management's approval of: (1) the strength and type of materials to be used for installation, and (2) the person or company who will perform the installation. Installation must be done by a qualified person, or a company that has workers’ compensation insurance and adequate public liability insurance. Management’s approval will not be unreasonably withheld. You must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. You may not damage or alter the leased premises and may not drill holes through outside or inside walls, door jams, window sills, etc., to install a satellite dish, antenna, and related equipment. In addition, satellite dishes must be securely mounted, so that it cannot become dislodged or cause a trip hazard to be created by any part of the installation or equipment. All installations must adhere strictly to manufacturer’s specifications.

MAINTENANCE: You will have the sole responsibility for maintaining the satellite dish or antenna and all related equipment. You agree that Management may temporarily remove any satellite dish or antenna, if necessary, to make repairs to the building for any length of time.

REMOVATION AND DAMAGES: Any satellite dish, antenna, and all related equipment must be removed by you when you vacate possession of the unit. Failure to comply with this request will result in the disposal of your satellite dish/antenna and removal and restoration fees being assessed to your security deposit or billed to you. You agree to pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the installation of a satellite dish or antenna and related equipment.

LIABILITY AND INDEMNITY: You are fully responsible for any satellite dish or antenna and related equipment. You understand and agree that installing and operating satellite dishes is at your own expense and risk. Any damage created by the equipment as the result of storms or other harsh weather conditions is also your responsibility. You agree to defend, indemnify, and hold Management harmless from the above claims by others.

DEPOSIT INCREASE: Management does not require an additional security deposit (in connection with having a satellite dish or antenna) at this time; however, Management reserves the right to change this policy at any time if it becomes necessary. If required, you agree to pay an additional security deposit in the amount of $300 to help protect Management against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises. In no case will the total amount of all security deposits you pay be more than that which is allowed by law.

WHEN INSTALLATION MAY BEGIN: Resident may start installation of a satellite dish or antenna only after Resident has: 1) signed this addendum, 2) provided Adobe at Evergreen Apartments with written evidence of the liability insurance, if applicable, 3) paid Adobe at Evergreen Apartments the additional security deposit, if applicable, and (4) received Adobe at Evergreen Apartment’s written approval of the installation materials and the person or company who will do the installation.

BEDBUG POLICY: It is our goal to maintain the highest quality living environment for our Residents. Management has inspected the unit prior to move in and knows of no bedbug infestation. You have an important role in preventing and controlling bedbugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spreads. It is important to note that travelers are mainly responsible for the transfer of bed bugs. You represent that all furnishings and other personal property that will be moved into the unit are free of bedbugs. You agree to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises, and agree to uphold this responsibility in part by complying with the following list of responsibilities:

1) Resident shall practice good housekeeping, including the following:
   - Please check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bedbugs BEFORE you enter your apartment. Check backpacks, shoes, and clothing after visits with friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
   - Please remove clutter. Bedbugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets.
Please keep the unit clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around a nightstand. While cleaning, look for signs of bedbugs, and report these immediately.

Please arrange furniture to minimize bedbug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bedbugs can jump as far as three inches.

Please cover mattresses and box springs with zippered covers that are impermeable to bedbugs. These are relatively inexpensive, and can prevent bedbugs from getting inside the mattress, and from the mattress to the inside of the box springs. These covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.

Please avoid using appliances, electronics and furnishings, especially previously used furnishings that have not been thoroughly inspected for the presence of bedbugs. Make sure that the electronics, appliance, or the furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport electronics, furniture, or appliance. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside or from dumpsters.

2. You must report any problems immediately. Specifically, you should:

- Report any signs of bedbugs immediately. Do not wait. Even a few bedbugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- Report any maintenance needs immediately. Bedbugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bedbugs from room to room.

3. You agree to cooperate with pest control efforts. If your unit (or a neighbor’s unit) is infested with bedbugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. You agree to comply with the recommendations from the pest management professional, including, but not limited to:

- Remove all bedding, drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- Check mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic bags and dispose of them properly.
- Empty furniture and closets; remove all items from floors and surfaces. Inspect every item for signs of bedbugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
- Vacuum floors, including inside closets. Pay special attention to corners, cracks and dark places.
- Vacuum all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
- Carefully remove vacuum bags, sealing bags in plastic and discarding.
- Clean all machine-washable bedding, drapes, clothing, etc. Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
- Move furniture toward the center of the room, so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- Discard any furniture or personal belongings that cannot be treated or decontaminated.

NOISE AND NUISANCE: Quiet Hours for our community are from 10 pm to 8 am every day. Residents and Staff are entitled to quiet enjoyment of the premises reasonably at all times, but especially during quiet hours; therefore, Residents and their guests, pets/service animals, and those under their exclusive control agree to not use the premises or adjacent areas in such a way as to: 1) violate any law or ordinance, 2) commit waste or nuisance; or 3) annoy, disturb, inconvenience, or interfere with the quiet enjoyment and peace and quiet of any other Resident or Staff by engaging in disruptive, threatening, criminal, inappropriate, or harassing behavior (verbal, physical, or other) or activity that creates a disturbing, intimidating, offensive, annoying or hostile living environment for other Residents, their Guests, or Management Staff.

NOISE AND NUISANCE DEFINED: Noise and Nuisance can be defined as, but not limited to: playing musical instruments, operating a radio, stereo, computer, video game, television, or other electronic equipment at disturbing volumes, especially loud bass sounds, which travel easily through the walls, disruptive behavior, such as loud singing, unnecessarily loud talking, yelling, or sexual noises, disorderly or inappropriate conduct, including intoxication, screaming, horseplay, continual banging or hammering on walls, doors, or windows, jumping or thumping sounds due to physical exercise or exercise equipment, etc. To determine whether or not a noise complaint or disturbance is reasonable or unreasonable for apartment community living, Management will evaluate the loudness or intensity of the sound, the pitch or frequency of the sound, the duration of the sound, the time of day, the necessity of noise, and by background noise, in accordance with the City of Davis noise ordinance. After taking these things into consideration, if the noise disturbance or complaint is deemed by Management as legitimately unreasonable, then a noise violation will be issued to the responsible parties. You agree to comply with any requests you receive from Management to correct any noise disturbances being caused by you, your guests, pets/service animals, or those under your control. In addition, you agree to exercise reasonable judgment by implementing the same considerations as listed above before filing a noise complaint with Management, so as to avoid filing frivolous complaints which could be deemed, in and of themselves, to be unreasonable while living in a community living environment.

NOTICE TO RESIDENTS: Certain work-related activities, maintenance, or construction pertaining to the overall upkeep or improvement of the property or the units may produce loud, routine noise at certain times, which you may find disturbing or inconvenient. These noises can include, but are not limited to, use of lawn mowers, blowers, weed trimmers, chain saws, hammers, drills, electric saws, etc., demolition related noises, tractors or large equipment, etc. Although these noises may be perceived as disturbing, they are necessary for the proper maintenance of our apartments and our community. You may expect that these noises will only take place Monday-Friday, 8:00 am – 5:30 pm, with the exception of work that is otherwise scheduled in advance for alternative times or for any after-hours emergencies, which may arise. All noises related to such activities being performed by Management are considered normal and reasonable when living in an apartment community; therefore, please expect that these types of noises will occur regularly or from time to time. As we are able, we agree to notify you in advance for any non-routine work, which will result in higher than usual noise levels; however, you understand that we’re not required to do so. Whether you receive advance notice or not, you agree to extend cooperation to Management by being tolerant of these noises and cooperative, so that all necessary work can be performed in order to provide you with a well maintained community to reside in.

PARTIES: We understand that you may want to hold parties during the course of your tenancy. We want you to be able to entertain and enjoy the use of your apartment. However, in an effort to help maintain the quiet and peaceful enjoyment of ALL Residents, you will be required to adhere to
the following rules if you choose to host a party at your apartment: 1) The presence of five (5) or more guests (invited & uninvited) at the same
time shall constitute a “party”, 2) You are responsible for ensuring that you maintain control over your parties by informing your guests of all policies set
forth by Federal/State/Local Laws and the rules of our Community, and ensuring that you and they comply with them, 3) Prior to hosting a party,
you are asked to provide a courtesy notice to Management and your Neighbors at least 24 hours in advance, 4) All parties must end no later than
1:00 am; however, please keep in mind that Quiet Hours begin at 10:00 PM, 5) You are responsible for the behavior of your guests and all noise
levels while hosting a party at all times, but understand that parties taking place after 10:00 PM are held to stricter standard in accordance with
stipulated Quiet Hours, 6) You understand that other Residents may file noise complaints against you with the City of Davis and/or the Davis Police
Department. If a violation is found, you may be cited by the Davis Police Department. If Management receives a citation, as a result of a complaint
that was filed against you with the City of Davis, you will be held responsible by Management for any fines incurred. You agree to reimburse
Management for any fines we incur as a result of disturbances created by your activities, and 7) You are also responsible for the removal of any
trash and debris caused by your event.

AFTER-HOURS NOISE DISTURBANCES: Noise disturbances after hours are not considered an emergency; therefore, Management is not
required to respond. If you are being disturbed by noisy neighbors and on-site staff is unavailable to assist you, you may contact the police
department at (530) 747-5400 to request assistance. If you contact the police department after hours, you have a responsibility to also inform
Management by the next business day, so we can address the noise disturbance with the responsible party.

PET MANAGEMENT: 1) Unauthorized pets and other animals are prohibited in Student Housing buildings. This prohibition includes hosting visiting pets
and “pet-sitting” for others. With Student Housing permission and upon agreement of all apartment occupants, residents may keep fish in an aquarium
that does not exceed 10 gallons. Residents must get approval from Student Housing prior to setting up the aquarium, there cannot be more than one fish
tank/aquarium per bedroom, and tanks/aquariums may not be kept in bathrooms. Residents requiring assistance animals should contact Student
Housing to request an accommodation. Residents may not directly harm or engage in behavior that is harmful to animals.

PARAGRAPH 25 – COMMON FACILITIES: All common areas (enclosed or non-enclosed) are under the exclusive control of Management. “Common
area” is defined as the entire property with exception of individual units and private patios/balconies or yards under the exclusive control of Residents.
The “common area” includes, but is not limited to, all entry ways (common entries and unit entries [porches]), shared or non-private balconies and
patios, stairwells, pathways, sidewalks, community facilities, such as the: Leasing Center, Study Lounge, Fitness Center, Pool area, Maintenance Shop,
Storage Facilities & Closets, Laundry Facilities, and all outdoor areas, such as: Parking Lots, Playground, Mailbox Area, Bike Storage Areas, Flowerbeds,
and all other Grounds and Landscaped Areas.

GROUND/LANDSCAPING: Residents may not make any alterations or additions to any part of the landscaping on the premises without prior,
written permission from Management. You are advised that we provide weekly landscaping service to the grounds. Service usually takes place on
Thursdays between 8:00 am to 5:00 pm; however, dates are subject to change at any time for any reason without notice.
UNIT EXTERIORS: Maintaining the appearance and safety of our community is a high priority. In order to be in compliance with all fire and health code regulations, you agree to not block the front entrance to any apartment, including your own apartment, and not to block any fire extinguishers or escapes. You also agree to maintain cleanliness of the area directly outside the front of your apartment at all times, by keeping all areas free of trash, litter and debris. You are expected to store all personal belongings inside your own apartment. This includes, but is not limited to, yard decorations, potting supplies & tools, furniture, clotheslines, shoe racks, brooms, mops, recyclables and trash containers, storage boxes, wheeled toys, hoses, carts, etc. Placing items outside on a temporary basis or storing them outside on a regular basis is not permitted at any time. Exception is made for the following limited items which may be kept outside: door mats, live, potted plants, plant stands, patio furniture in good repair, permissible BBQ grills (see below), satellite dishes (see satellite dish policy for specific requirements), and operable, registered bicycles in designated areas only.

POTTED PLANTS: Live, potted plants may be stored outside provided that they, 1) do not block any entrances, pathways, fire extinguishers, or pose any other potential safety hazard or nuisance for neighboring Residents, 2) remain located in the concreted entry, landing, stairwell, or balcony that is directly by your front entrance or in a private balcony, patio or yard that is under your exclusive control, if applicable, and not in community flower beds or baysy areas, 3) are alive, well-kept and not unsightly, and 4) don’t pose a risk of damage to the grounds, flower beds, or exterior buildings. As a matter of safety, potted plants and any other items may not be placed on or hung from stairwell railings or roof over-hangs or placed on balcony ledges. Management reserves the right to restrict the number, size, and/or type of potted plants being stored outside. You agree to comply with any requests made by Management to reduce or restrict the number, size or type of potted plants being stored outside.

BARBEQUES/GRILLS: Use of charcoal grills, large propane grills and other open flame cooking devices is prohibited in multi-family housing communities per the California Fire Code; therefore, possession of these items is also not permitted on the premises at any time. The only personal grills permitted to be used on the premises are electric grills or propane tank grills with a one pound liquid petroleum gas capacity (typical camping stove). When using permissible grills, they must be used on the ground floor at least 25 feet away from buildings and walkways and must not be left unattended. Permissible grills may be stored on any private patio, balcony, or yard within your exclusive control or in shared or non-private balconies and stairwells, provided that 1) you do not block any entrances, fire extinguishers, fire escapes, or bike parking areas, etc., 2) it does not pose an unreasonable disturbance or nuisance to neighboring units, and 3) you understand that doing so is at your own risk. As an alternative, you may also use the community grills, which are located in safe zones throughout the property. When community grills are used, Residents are expected to properly dispose of their coals after they have cooled by sealing them in a bag and placing in the community dumpsters, and are expected to clean any residue off of the grills after use, so the grills stay clean. Fires or any other hazards or damage caused by your failure to abide by the BBQ Grill policy will be your responsibility.

BICYCLES OR OTHER WHEELED EQUIPMENT: Bicycles may be stored inside your apartment, private patio, balcony, or yard under your exclusive control, or outside in designated bike parking areas or bike racks, provided that they are registered with Management and are operational. Bikes may not be attached to trees, light posts, railings or any other non-designated area at any time. Bicycles that are non-operational, missing parts, abandoned, not registered with Management, or are parked or stored in non-designated areas may be removed without warning and placed in the Lost & Found at any time. Scooters, and other wheeled toys or equipment, including, but not limited to: skateboards, tricycles, roller skates, wagons, *bike attachments, children’s toys, etc., may only be stored in areas that are within your exclusive control, such as inside your apartment or your own private patio, balcony, or yard at all times. (*Exception: Bicycle attachments may be stored in designated bike parking areas if they’re attached to a bike and can be safely stored within the space they’re occupying without blocking any pathways, entries, or causing any safety hazards.)

HOLIDAY DECORATING: You may tastefully decorate your entry way, your private patio, balcony, or yard, or your portion of any non-private or shared patio or balcony for Holidays provided that your decorations, 1) do not pose a safety hazard, 2) do not pose an unreasonable disturbance to neighboring Residents, 3) do not pose a threat of damage to the buildings or grounds, and 4) are not unreasonable or unsightly for the community as a whole, and 5) all Holiday decorations are removed within one week after the Holiday or Season are over. When decorating, lights may only be hung or placed inside your apartment, and may not be hung from building, door, or window exteriors at any time. Decorations may not be placed or hung on any building exteriors that are not part of your apartment entry or on a balcony or patio associated with your unit, and may not be placed or hung from trees, bushes, roofs, railings, overhangs, or any other common areas or in areas deemed inappropriate or unsafe by Management. All Holiday decorating must conform to all other parameters outlined unless written exception is made by Management. Management reserves the right to request that you correct any problems that arise from your Holiday decorating, in which case you agree to comply with any requests made by Management.

OUTSIDE STORAGE LIABILITY & VIOLATIONS: If you place personal items outside for any length of time, it is at your own risk. We are not responsible for any items that are lost, stolen, or damaged in any way as a result of their storage or placement outside on the premises or due to their removal because they did not meet all common area requirements. Furthermore, please be advised that you are responsible for any damages caused to the premises or any injuries sustained by others, as a result of your personal items, which are stored outside. Items left in common areas, which cannot be determined by Management as to who they belong to, will be treated as abandoned or discarded items and will be placed in the Lost & Found immediately without warning. Failure to comply with outside storage requirements or bicycle registration requirements, may result in Management requesting that you correct any deficiencies. If you fail to comply with any requests to correct any deficiencies within 72 hours, you agree that Management may correct the deficiency for you, which may include removing your personal items without further warning. If any items remain unclaimed after a period of 18 days, they will be disposed of without further notice.

RECREATIONAL AMENITIES & FACILITIES: Use of the following recreational amenities and facilities located on the premises are provided exclusively to Residents of Adobe at Evergreen Apartments: Laundry Facilities, Pool & Spa, Study Lounge, and Fitness Center. Please refer to the community map for building locations. Use of all amenities and facilities must be done in accordance with all posted rules and regulations. Common areas may be monitored with 24-hour video surveillance. Access keys/cards for the facilities will be provided to each Resident listed on the lease agreement at move-in. Additional copies for other authorized occupants will be provided upon request. Access keys may not be copied. Guests may only use the facilities when accompanied by Residents and are limited to no more than four (4) guests per apartment at a time. For security reasons, please do not allow others into the facilities if they don’t have their own key/card. No alcohol or smoking is permitted or in around common areas/facilities at any time. Pets may not be brought into common areas/facilities, unless they are an assistive animal, of which proper verification can be provided. All amenities and facilities have been designed and furnished for resident use and enjoyment of all Residents. Please help us keep it nice and available to all by using the facilities and furnishing within the guidelines so they do not become damaged or damaged. Furniture, appliances, décor, and accessories may not be removed from any facilities. In addition, please be aware that miscellaneous items and food being stored within the facilities belong to Management and are not for Resident use. Management provides regular housekeeping for all common areas and facilities; therefore, all facilities should be clean and ready for your use. When using the facilities, you are responsible for leaving them in the same, clean condition as when you found them. This includes returning any moved furniture or items to their original location, removing any food, trash or personal belongings brought with you, and making sure all surfaces, including walls, windows, floors, counter tops, cabinets, table tops, etc., are...
st swept or wiped down and clear of any residue after your use. Before leaving the facilities, you must make sure to turn off any lights you turned on, adjust any changes made to the thermostat to its original setting, and make sure to LOCK ALL DOORS. You are responsible for any missing or damaged items incurred due to theft or vandalism, as may result from improperly locking facility doors after using them. Any items found missing, damaged, dirty, or otherwise not in the condition originally found, will result in charges being assessed to you. Failure to comply with any aspects of these regulations, posted rules and regulations, may result in the loss of use of the facilities for the remainder of your tenancy.

STUDY LOUNGE: The Study Center offers FREE Wi-Fi and a Printer for your convenience, and can be accessed 24-hours per day using the access key/card provided to you. This area is to be used by Residents as a QUIET study area only. Food may not be brought into the Study Center at any time. You agree to be courteous to others when using the Study Center by keeping noise levels and conversations to an absolute minimum at all times. For this reason, audio recordings, videos, and music may only be used with headphones. There is no password required for the Wi-Fi at this time; however, please be reminded that Wi-Fi may only be used for lawful purposes. Please do not download unauthorized or illegal content when using the community Wi-Fi, as service may be terminated by our service provider if this policy is abused. To use the printer, simply plug it into your laptop, download the appropriate drivers (first time only), and provide your own paper. Please inform us when additional toner is needed or if the printer begins to malfunction.

LAUNDRY FACILITIES USE & HOURS: The Laundry Facilities can be accessed 24-hours per day by using the access key/card provided to you. Free Wi-Fi is also provided for your convenience. As with all free community Wi-Fi services, please do not download unauthorized or illegal content when using the service. All washers and dryers are card operated and accept credit, debit, or pre-pay cards. All appliances are labeled with an identification number and are leased from and maintained by Wash Laundry. Malfunctioning washers or dryers should be reported to Management. Please make sure to have the appliance number ready when reporting the problem, so the malfunctioning appliance can be properly identified. When using the laundry facilities, you are responsible for the security of your personal belongings. In addition, you understand that the appliances are to be used for clothing, towels, and light blankets only. Larger items, such as heavy blankets, sleeping bags, etc., may only be used in industrial size appliances, if provided. Other items, such as pillows, backpacks, etc., may not be placed in the appliances. If you use the appliances inappropriately, you are responsible for any damage caused to the appliances. For the consideration of all Residents and for the security of your personal items, you agree to remove all items immediately upon completion of the wash or dry cycles, so others can also use the facilities. Management is not responsible for the loss, theft or damage to clothing or articles that result from malfunctioning appliances, improper use of the appliances, or from leaving personal items unattended.

PLAYGROUND USE & HOURS: Residents may use and enjoy the playground daily between the hours of 8:00 am to 9:00 pm or until dusk, whichever comes first. While using the playground, you are responsible for ensuring that you and those under your control maintain reasonable noise levels at all times, so as not to disturb neighboring units; therefore, screaming, yelling, and shouting are not permitted. For the safety of all, please inform Management right away if you notice any parts of the play structure or surrounding area that are unsafe or in need of any type of repair.

FITNESS CENTER USE & HOURS: The Fitness Center can be accessed 24-hours per day using the access key/card provided to you. Individuals aged 12 and under are not permitted to use the Fitness Center equipment at any time. All equipment use is first come, first served. You understand and agree that the use of the facilities and equipment are at your own risk, as we do not provide any instruction or training on how to properly use Fitness Center equipment; therefore, you are responsible for learning and knowing how to properly utilize all equipment before use. You agree to inform us right away if you notice any equipment malfunctioning and to exercise care in the use of all Fitness Center Equipment, so as not to cause injury or damage to yourself, others, or the equipment and facilities. Food may not be brought into the fitness room. You agree to be courteous to others when using the facilities and equipment by 1) using headphones when listening to TV or Music, so as to keep noise levels at reasonable volumes at all times, and 2) bringing your own towel to wipe down the equipment after you use it.

POOL & SPA USE & HOURS: WARNING! No Life Guard on Duty at Any Time! All Individuals Using Pool and Spa Do So At Their Own Risk! The pool & spa are open for use 24-hours per day and can be accessed using the key/card provided to you. Please note that Pool hours are subject to change at any time for any reason without advance notice. State Law requires that all non-swimmers and individuals under the age of 14 must be accompanied by an adult (18 years or older) at all times. Unaccompanied use by underage individuals is prohibited. For health and safety reasons, the spa is not to be used by infants and individuals, who are unable to restrain their natural bodily discharges. To prevent contamination of the water, we ask that you please shower in your apartment and/or the community shower, if provided, prior to entering the pool/spa area. Running, jumping, diving, horseplay, smoking, alcoholic beverages, glass containers and other breakable objects, are prohibited in the pool area at all times. Please do not place any additives (soaps, bubbles, perfumes, etc.) in the pool or spa, as these substances will change the effectiveness of the sanitizers and cause damage to the facilities. So as not to disturb neighboring Residents, you agree to restrict all loud noises, including, but not limited to: screaming, yelling, shouting, and playing music or other electronic devices without the use of headphones while in the pool area at all times. Appropriate swimwear must be worn while in the pool area at all times. Nudity, including partial nudity, diapers, and any non-swimwear clothing is not permitted. The life-saving ring and the emergency shut off valve for the spa are meant to be used in the event of an emergency only! Pulling the emergency shut off disables the pump and filter, both of which need to function in order to keep the spa clean and sanitary. If it’s not an emergency, neither of these items should be utilized.

ALTERATIONS: No additions, modifications, or alterations shall be done to any portion of the unit or the premises without prior written permission from Management. This provision applies to all unit interiors, building exteriors, common areas, grounds, and anywhere else on the premises. Additions, modifications and alterations include, but are not limited to: 1) Installing door locks, additional major appliances, such as washers/dryers/freezers, etc., plumbing accessories, or fixtures, etc., 2) hanging planters, garden decorations, accessories, lights, from railings, posts, and trees, or building exteriors, 3) planting trees, shrubs, flowers, gardens, etc., directly into the common area grounds, or 4) running wire for cable, phone lines, Internet, or satellite systems, within the apartment.

PARKING: Adobe at Evergreen Apartments is private property. Parking on the premises is by permit only and is reserved exclusively for Residents and Management; however parking space availability and/or specific locations are not guaranteed at any time. Temporary exceptions are made to the parking policy from time to time by Management for contractors and emergency or law enforcement vehicles, as needed. Parking needs for the community may vary from year to year. For this reason, for specific information regarding current parking policies in place for Adobe at Evergreen, please see the attached Parking Policy.

RESTRICTIONS: The following types of vehicles are not permitted at any time: Large trucks, boats, trailers (any type), jet skis, RV’s, campers (including truck bed campers), or any other recreational vehicles. Any vehicle or motorcycle that has flat or missing tires, fluid leaks of any type, or is wrecked, damaged or non-operational is not permitted to be driven or stored on the premises, whether they are registered with the DMV and/or Management or not. The maximum speed limit in the parking lot is 5MPH. Repair work, oil changes, and car washing are not permitted on the
COMMUNITY PHOTOGRAPHY: Please be aware that Resident events, activities, and interactions, as well as our overall community and facilities may be photographed or videotaped from time to time. As a result, you and your Co-Residents, other authorized occupants, and guests may be photographed or videotaped during these times. Please be advised that any and all photos and/or videos taken of you, your Co-Residents, authorized occupants, guests, etc., during your tenancy may be used on Tandem Properties, Inc., or Adobe at Evergreen Apartment's marketing platforms, including, but not limited to use on our website, social media platforms, printed ads and documents, promotions, events, etc. By signing this agreement, you are providing your permission for us to use photographs/video of you, your Co-Residents, other authorized occupants, and guests in any marketing efforts at any time without restriction. You understand that compensation for such use will not be provided. If you do NOT want photos or videos of you, your Co-Residents, other authorized occupants, and guests to be used in our marketing platforms, it is your responsibility to notify Management in writing in advance.

MEGAN’S LAW: CA State Required Sex Offender Notice: California Civil Code requires that California rental property owners must include the following notice in their rental agreements: Pursuant to Section 290.46 of the Penal Code, the California Department of Justice, Sheriff's Departments, Police Departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of locations of persons required to register pursuant to subdivision (a) of Section 290 A of the Penal Code. The database is updated on a quarterly basis and sources information about the presence of the individuals in any neighborhood. Depending on the individual's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. To access this information, please go to: www.meganslaw.ca.gov or www.nsopw.gov. The Department of Justice also maintains a Sex Offender Identification line through which inquiries about individuals may be made. This is a “900” telephone service. Caller must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the “900” telephone service. For further information, please call: 1-900-488-3000. Note: There is a $10 fee for calling this number and you may only search up to two names.

VAWA: VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005 - The above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA). This provision states that Management may not consider incidents of domestic violence, dating violence, or stalking as serious or repeated violations for termination of assistance, tenancy or occupancy rights of the victim. Management may not consider criminal activity directly relating to abuse, engaged in by a member of your household or any guest or other person under your control, as cause for termination of assistance, tenancy, or occupancy rights if you or an immediate member of your family or household is the victim or threatened victim of that abuse. Management may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

PROPOSITION 65: Office of Environmental Health Hazard Assessment - Proposition 65 In Plain Language - 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. 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. Agents that cause cancer are called carcinogens; those that cause birth defects or other reproductive harm are called reproductive toxicants. This list must be updated at least once a year. Over 700 chemicals have been listed as of March 10, 2000. Proposition 65 imposes certain controls that apply to chemicals that appear on this list. These controls are designed to protect California’s drinking water sources from contamination by these chemicals, to allow California consumers to make informed choices about the products they purchase, and to enable residents or workers to take whatever action they deem appropriate to protect themselves from exposures to these harmful chemicals. Thus, Proposition 65 also provides a market-based incentive for manufacturers to remove listed chemicals from their products.
The benefits of Proposition 65 have their costs. Businesses have incurred expenses to test products, develop alternatives, reduce discharges, provide warnings and otherwise comply with the requirements of the Proposition. Recognizing that compliance with the proposition comes at a price, Cal/EPA and the Office of Environmental Health Hazard Assessment (the lead agency for Proposition 65 implementation) have worked hard to minimize any unnecessary regulatory burdens and ensure that placement of a chemical on the list is done in accordance with rigorous science in an open public process. The list contains a wide range of chemicals, including dyes, solvents, pesticides, drugs, food additives, and byproducts of certain processes. These chemicals may be naturally occurring or synthetic. Some of them are ingredients of common household products; others are specialty chemicals used in very specific industrial applications. The State of California relies upon information that already exists in the scientific literature when determining the threat of a chemical. A chemical is listed if the “state’s qualified experts”—two independent committees of scientists and health professionals appointed by the Governor—find that the chemical has been clearly shown to cause cancer or birth defects or other reproductive harm. In addition, a chemical can be listed if it has been classified as a carcinogen or as a reproductive toxicant by an organization that has been designated as “authoritative” for purposes of Proposition 65.

For carcinogens, the organizations that have been designated as authoritative by OEHHA Science Advisory Board’s Carcinogen Identification Committee are the U.S. Environmental Protection Agency, U.S. Food and Drug Administration, National Institute for Occupational Safety and Health, the National Toxicology Program and the International Agency for Research on Cancer. The OEHHA Science Advisory Board’s Developmental and Reproductive Toxicant Identification Committee have designated the following organizations as “authoritative bodies” for reproductive toxicants: the U.S. Environmental Protection Agency, U.S. Food and Drug Administration, National Institute for Occupational Safety and Health and International Agency for Research on Cancer (limited only to trans-placental carcinogenicity). A chemical can also be listed if it is required to be labeled or identified as a carcinogen or as a reproductive toxicant by an agency of the state or federal government.

Any company with ten or more employees that operates within the State or sells products in California must comply with the requirements of Proposition 65. Under Proposition 65, businesses are: 1) Prohibited from knowingly discharging listed chemicals into sources of drinking water; and 2) Required to provide a “clear and reasonable” warning before knowingly and intentionally exposing anyone to a listed chemical. This warning can be given by a variety of means, such as by labeling a consumer product, by posting signs at the workplace, or by publishing notices in a newspaper. If you are given a warning or if a warning is posted in a workplace, a facility or an area in your community, this means that the business issuing the warning knows that one or more listed chemicals is present in its product, in its workplace, or in its emissions into the environment. Under the law, a warning must be given unless a business demonstrates that the exposure causes poses no significant risk. For a chemical that is listed as a carcinogen, the “no significant risk” level is defined as the level, which is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. In other words, if you are exposed to the chemical in question at this level every day for 70 years, theoretically it will increase your chances of getting cancer by no more than 1 case in 100,000 individuals so exposed. For chemicals that are on the list as reproductive toxicants, the no significant risk level is defined as the level of exposure, which, even if multiplied by 1,000 will not produce birth defects or other reproductive harm. That is, the level of exposure is below the “no observable effect level (NOEL), “divided by 1,000. (The “no observable effect level” is the highest dose level, which has not been associated with an observable reproductive harm in humans or test animals.)

When a warning is given by a business, it means one of two things: 1) The business has evaluated the exposure and has concluded that it exceeds the no significant risk level; or 2) The business has chosen to provide a warning simply based on its knowledge about the presence of a listed chemical, without attempting to evaluate the exposure. In these cases, exposure could be below the Proposition 65 level of concern, or could even be zero. Since businesses do not file reports with the State regarding what warnings they have issued and why, the State is not able to provide further information about any particular warning, which you may have received. The business issuing the warning is the appropriate party to contact if you seek more specific information about the warning, such as what chemicals are involved, in what manner these chemicals are present, and how exposures to those chemicals may or may not occur. Proposition 65 has provided an effective mechanism for reducing certain exposures that may not have been adequately controlled under existing federal or State laws. For example, a Proposition 65 enforcement action has resulted in the reduction of the amount of lead in ceramic tableware. Air emissions of certain chemicals — including ethylene oxide, hexavalent chromium, and chloroform — from facilities in California have been significantly reduced as a result of Proposition 65. Certain chemicals on the list are no longer used as constituents of some commonly used products — for example, trichloroethylene is no longer used in most correction fluids, toluene had been removed from many nail care products, and foil caps on wine bottles no longer contain lead. Proposition 65 has resulted in the extensive dissemination of important information regarding the dangers to the unborn child of drinking alcoholic beverages during pregnancy. The warnings about alcoholic beverage consumption during pregnancy are perhaps the most widespread and visible type of warning issued as a result of Proposition 65. For further information, contact the Office of Environmental Health Hazard Assessment’s Proposition 65 Implementation Office at (916) 445-6900 or visit their website at www.prop65apt.org for information.

**PEST SERVICE:** Disclosure pursuant to Civil Code section 1940.8 and Business & Profession Code section 8538 – Management provides monthly pest control service to maintain our grounds, as part of our preventive maintenance program and interior service for Residents upon their request (this schedule is subject to change at any time without notice). **Western Pest Management** is our current service provider and periodically performs pesticide applications to the exterior areas and to the interior areas of apartments when needed and/or requested. If you experience a problem with a pest infestation inside the unit, you may request pest extermination services from Management. Please note, however, that if a pest infestation has resulted due to your poor housekeeping or living habits, you may be responsible for the cost of extermination services if Management incurs any additional fees. In addition, if pest extermination services are needed in your apartment, including closets, cupboards, drawers, etc, you are responsible for removing all personal items from these areas in order to facilitate treatment. Listed below are the names of the chemicals, which can be potentially used during treatments.

<table>
<thead>
<tr>
<th>Product</th>
<th>EPA REG</th>
<th>Description</th>
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<tbody>
<tr>
<td>Tempo Ultra WSP</td>
<td>EPA REG #432-1377</td>
<td>`.025% Cyfluthrin</td>
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<tr>
<td>Maxforce fc Magnum Fipronil</td>
<td>EPA REG #432-1460</td>
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</tr>
<tr>
<td>Drione Pyrethrins</td>
<td>EPA REG #432-992</td>
<td></td>
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<tr>
<td>Terro-PCO Borax</td>
<td>EPA REG #149-8-64405</td>
<td></td>
</tr>
<tr>
<td>Termidor .06% Fipronil</td>
<td>EPA REG #7969-210</td>
<td></td>
</tr>
<tr>
<td>Wisdom G.2 Bifenthrin</td>
<td>EPA REG #279-3168</td>
<td></td>
</tr>
<tr>
<td>Generation Mini Blks Difethialone .0025</td>
<td>EPA REG #7173-218</td>
<td></td>
</tr>
<tr>
<td>Precor 2000 Methoprene</td>
<td>EPA REG #2724-490</td>
<td></td>
</tr>
<tr>
<td>Wasp Freeze Allethrin</td>
<td>EPA REG #499-362</td>
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<tr>
<td>PT 565 Pyrethrins</td>
<td>EPA REG #499-290</td>
<td></td>
</tr>
<tr>
<td>Gentrol Hydrophene</td>
<td>EPA REG #2724-484</td>
<td></td>
</tr>
<tr>
<td>Premise .1% Imidacloprid</td>
<td>EPA REG #432-1332</td>
<td></td>
</tr>
<tr>
<td>Maxforce fc bait stations Fipronil</td>
<td>EPA REG #432-1257</td>
<td></td>
</tr>
</tbody>
</table>
These chemicals are used for the control of: General Pest Control, Ants, Bees, Carpet Beetles, Fleas, Rodents, Roaches, Silverfish, Spiders, Wasps, Yellow Jackets, Subterranean Termites, etc. All applications will be performed in accordance with the laws and regulations of the State of California and will be performed by a state certified applicator. Also in accordance with these laws and regulations we would like to furnish the following information, as required by state law: CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides, which are registered and approved for use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing, scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If, within 24 hours following application, you experience headache, dizziness, nausea, tearing, coughing, nose and throat irritation or develop shortness of breath, double vision, unusual drowsiness and weakness, tremors, or other flu-like symptoms, contact your physician or poison control center (see below) and your pest control operator immediately. If rodenticide ingestion occurs, you may experience symptoms of mild shock and/or bleeding. For further information, contact any of the following

**Poison Control Center:** 1-800-222-1222  
**Health Questions:** Health Departments, Yolo 530-666-8645, Solano 707-784-8600, Sacramento 916-875-5881  
**Application Information:** Agricultural Commissioners, Yolo 530-666-8140, Solano 707-784-1310, Sacramento, CA 916-654-0466  
**Regulatory Information:** Structural Pest Control Board, 2005 Evergreen St, Suite 1500, Sacramento, CA 95815, 916-561-8704  
**General Information:** Western Pest Management, 916-929-7727