

COMMUNITY POLICIES

Last revised September 20, 2019

- 1. Orange Coast College / Coast Community College District Policies.** All residents and guests must abide at all times in the community by the standards of conduct and policies that are applicable to students on campus at Orange Coast College, even if the resident or guest is not otherwise covered by those policies, including without limitation the [Coast Community College District Student Code of Conduct](#) (AP 5500), the [Drug Free Environment and Drug and Alcohol Abuse Prevention Program](#) (AP 3550), and the Coast Community College District Administrative Procedures on: [Sexual Misconduct](#) (AP 5910), [Weapons Prohibited on District Property](#) (AP 3530), [Alcoholic Beverages](#) (AP 3560) and [Computer and Network Use](#) (AP 3720). However, The Harbour is not required to follow any administrative, hearing or appeal procedure under those policies. In the event of any suspected violation of those policies or in the event of any reported crime, management of The Harbour may provide information regarding the matter, including personal identifying information, to Orange Coast College and to the Coast Community College District. The remaining Community Policies below will also apply to all residents and guests in the community at all times.
- 2. Community Living Standards.** All residents are expected to comply with established standards of community living, including maintaining adequate standards of personal hygiene and room cleanliness to avoid interference with the general comfort, safety, security, health or welfare of the community or a resident's roommates. Any personal safety or welfare issues should be brought to the attention of management; any resident forcing or attempting to cause another resident to leave their own apartment or the community may be subject to termination.
- 3. Dangerous or Disruptive Activities.** Activities that endanger residents and/or the community are strictly prohibited, including but not limited to being on roofs, climbing from windows and scaling or rappelling from outside walls or windows, improper use of security doors or interfering with the locking of any door, throwing objects from windows, playing sports or participating in other outdoor activities in hallways, or any violent, threatening, belligerent or unlawful acts.
- 4. Drug-, Alcohol- and Crime-Free Policy.** As provided in the Housing Agreement, the possession, distribution or use of any controlled substances under federal or state law, drug paraphernalia, alcoholic beverage or criminal activity, by a resident and/or guests within the community, will be considered a material breach by the resident of the Housing Agreement and may subject the resident to immediate termination. Marijuana and THC in any form are prohibited throughout the community. No resident or guest may engage in or facilitate criminal activity, including but not limited to the use, attempted use or threatened use of physical force against a person or property, or drug-related criminal activity (including the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance as defined under applicable law), nor permit any part of the community to be used for or to facilitate such criminal activity.
- 5. Maintenance.** Service calls will be performed during normal work hours as specified in the Housing Agreement, except in the case of a legitimate property emergency. All service calls must be reported to the management office by telephone, in person, by e-mail to info@theharbourocc.com or by submitting an online work order through the "Residents" link at theharbourocc.com (preferred). Manager's maintenance technicians are not authorized to accept individual requests without the request being submitted as a normal work order through management. Service calls will generally be performed on a first come, first served basis with priority given to matters that may constitute a hazard or create significant discomfort for residents. Residents are expected to report maintenance or facility concerns promptly and may be held responsible for damage or utility charges for failure to report issues in an apartment.
- 6. Care of Premises.** Adhesive tape, nails, screws or hooks may not be used on floors, walls, woodwork or doors. Thumbtacks, pushpins and non-marking adhesive materials are permitted in moderation. All windows and exterior doors must remain closed when air conditioning is operating; this equipment does not function properly when windows are open.
- 7. Public Areas.** The sidewalks, driveways, courtyards, stairways, corridors, and all other common areas of the community may not be obstructed in any way by a resident or guest, including by garbage cans, supplies, shopping carts, bicycles or other belongings. If articles are left in any public areas, management may remove them at the resident's risk and expense.

- 8. Locks, Keys, Keycards.** Residents will be given one electronic keyfob (for the assigned apartment and for exterior doors, amenity areas and elevators), one bedroom key and one mailbox key. These keys and keyfobs must be returned to management upon vacating the premises. If a resident is locked out of an apartment, management will unlock the door (upon resident presenting photo ID) during office hours at no charge for the first instance; additional or after-hours lockouts will be charged to the resident at \$25 per instance. Replacement of a key or keyfob that is lost or not returned to management at the time of move-out will be charged to the resident at \$50 per keyfob and \$35 per bedroom key or mailbox key. If a bedroom lock must be changed due to a lost key, the charge will be \$85. No locks may be changed or added to any doors without management's written consent.
- 9. Mail and Packages.** The Harbour is not responsible for mail delivery by the U.S. Postal Service or other delivery services. The Harbour may (without obligation) accept packages for residents, but is not responsible for loss or damage.
- 10. Cleanliness; Removal of Trash.** All garbage, refuse and other types of waste must be placed inside recycling and trash chutes (as applicable) located on each floor of the community. Cardboard boxes must be broken down by the Resident at the time of disposal. No trash or other waste may be disposed of or stored on the grounds of the community, kept by an entrance door or in a hallway or courtyard, or placed in improper containers or elsewhere in the community. Each resident (together with roommates as applicable) is responsible for cleaning and keeping the assigned apartment and all furnishings in a clean, safe and sanitary condition. Trash should be disposed of promptly and properly. Trash chutes are provided by management on each level of the community; however, furniture, chemicals, hazardous materials, batteries, computer monitors, televisions, computers, stereos or other electronic devices are not permitted in trash chutes or dumpsters. All such materials must be taken by the resident to a local facility designed for disposal of such materials. Cigarette butts may not be left anywhere on the grounds of the community. Residents are expected to maintain inside and immediately outside of the apartment. No trash may be kept in hallways, courtyards or otherwise outside of an apartment, even in bags or cans. Any resident or apartment violating any of the above policies will be responsible for an administrative fee of at least \$30 per bag (or portion thereof) to be disposed; continued violation may result in agreement termination.
- 11. Hallways, Courtyards, Windows and Doors.** Awnings or other projections may not be attached to the outside of any building. Windows, hallways and courtyards may not be used for draping articles, shaking dust mops, beating rugs, drying laundry, painting, or anything that may stain the foundation and/or surface of the area. Cigarettes, trash or other material(s) may not be left on or thrown from any window, hallway or doorway. Courtyards and hallways may not be used for storage of any interior furnishings. No sign, banner or other fixture, including foil and/or film of any kind, may be hung in any window or on any door in a manner that may be visible from the exterior of the building, except for political signs strictly in compliance with California Civil Code §1940.4. No external antenna, clothesline, sign, banner, flag or satellite dish may be erected on any part of the community. Only those window coverings supplied by The Harbour may be allowed to be seen from outside the building. Violations of this policy may be corrected by management (including cleanup and disposal of materials) at the residents' expense. Damage to shared or common areas, including adjacent hallways, windows and doors, will be repaired at the joint and several expense of the residents of the applicable apartment(s).
- 12. Smoking; Flammables.** The Harbour is a 100% non-smoking facility; smoking (including vaping and e-cigarettes) is prohibited at all times in all indoor areas, in courtyards and immediately outside all doors. In addition to all other remedies for breach under the Housing Agreement, any smoking inside by a resident or guest will subject the resident(s) to a minimum deep-cleaning fee of \$250, plus any additional costs of cleaning or repair in connection with smoking or other smoke-related damage. The following items are prohibited in all buildings in the community: candles with wicks, incense, flammable liquids or gases (including propane and gasoline), or other flammable or incendiary substances.
- 13. Plumbing Fixtures.** Sweepings, matches, rags, towels, cigarettes, bottle caps, coffee grounds, bones and other obstructing materials may not be placed or flushed in any plumbing fixture. Any damage to plumbing caused by misuse will be repaired at the residents' expense.

14. **Barbeque Grills.** Due to city, county and state fire codes and regulations, the use of or storage of gas or charcoal grills, or fuel containers related to these grills, are prohibited throughout the community except for built-in grills provided by The Harbour for this purpose. Any resident or apartment violating this policy may be subject to administrative fees of at least \$50 per day and/or referral to law enforcement.
15. **Waterbeds.** The use of any type of waterbed or water furniture is prohibited except with management's prior written consent, following resident providing adequate additional insurance in management's discretion.
16. **Light Bulbs.** Each apartment is furnished with working light bulbs at the time the resident(s) take possession. The Harbour will replace community-provided light bulbs upon request. Exterior lights are for the general safety of the community; tampering with these lights in any way is prohibited. Please report all outages to management promptly.
17. **Common-Area Furnishings.** Furnishings provided in apartment common areas such as living rooms are intended for the common use of all residents of the apartment, and may not be removed or taken into individual bedrooms. Furniture in any clubhouse or lounge area may not be relocated.
18. **Common-Area Lights.** Lights in hallways, stairwells, clubhouse areas, the building exterior and the parking garage are for the general safety of the community. Tampering with these lights in any way is prohibited. Prompt reporting of all outages to management is appreciated
19. **Soliciting.** Any soliciting or distribution of any type of material within the community is prohibited without prior written approval from management. Please notify management of any suspected unauthorized solicitor so that appropriate action may be taken.
20. **Guests.** All residents are responsible for the actions of their guests (including anyone permitted into the community by a resident, whether or not known to the resident) at all times. Residents are expected to ensure that guests observe all rules and policies applicable to residents. Any violation or act by a guest will be considered the violation or act of the resident. Guests must be accompanied at all times by the responsible resident when accessing common area amenities such as the laundry facilities, clubhouse, etc. Management reserves the right to restrict guests from any part of the community or from using any amenity at any time. Any overnight guest requires the advance consent of all apartment-mates, must be pre-registered with management if staying more than three total nights in any 30-day period, and may not stay at the community for more than three consecutive nights nor more than six nights in any 30-day period.
21. **Parties.** Residents hosting or participating in social gatherings must at all times prevent excessive noise or disturbances that could interrupt the quiet enjoyment of others. Any gathering of 10 or more guests in any apartment must be registered with management at least one full business day beforehand. No apartment may host more than 16 persons (including residents and guests) at any social gathering, whether inside or outside the apartment. Loitering in exterior common areas or community facilities during quiet times of 10:00 p.m. through 9:00 a.m. is prohibited. "Open" parties are prohibited. Flyer announcements, block parties and multi-unit parties are prohibited. All parties must disperse by 1:00 a.m. Management may require a party to disperse for reasons of safety or to prevent disturbance to other residents.
22. **Noise.** Loud and boisterous noise or any other objectionable behavior by any resident or guest which may disturb other residents is not permitted. Good judgment and thoughtfulness for others should be used in the playing of musical instruments, stereos, television sets and all other sound sources. An apartment that is the subject of a noise complaint will, in management's discretion, be charged a \$50 administrative fee and may be referred to law enforcement. Multiple noise violations may subject the residents of an apartment to agreement termination.
23. **Moving Damage.** Each resident is responsible for all damage caused on the premises, whether in connection with moving into or out of their apartment or bedroom, and whether intentionally caused or not. This liability extends not only to the apartment units, but also to any damage done to any external or exterior portions of the community.

- 24. Animals.** The Harbour is a no-pets community. Any resident(s) keeping an animal will be responsible for any damage or injury caused by the animal. Any resident that allows a non-authorized animal in an apartment or into the community will be responsible for an administrative fee of \$200, must remove the animal within 24 hours, and will also be responsible for breach of the Housing Agreement. Unattended, stray and unauthorized animals may be impounded by management or law enforcement.
- 25. Inspections.** In order to ensure the health and safety of all residents and the preservation of the premises, management and maintenance staff inspects all bedrooms and apartments approximately quarterly. If at any time management believes there are urgent health, fire, safety, maintenance or security issues located in the resident's apartment, management and maintenance staff may enter with or without notice, as permitted by applicable law. If a scheduled inspection is to be performed, the residents will be notified approximately one day prior to the inspection by notice placed at the front door of the apartment or otherwise delivered to one or more residents.
- 26. Recreational Facilities.** The Harbour has provided recreation facilities, amenities and areas for the use of residents and guests. In order that these facilities be used for the benefit of everyone and be properly maintained, serviced and operated with safety, management will establish schedules and appropriate regulations for the use of each such facility. Management may add, remove, upgrade or modify any of the provided recreations facilities and amenities, without notice or compensation. All guests, as well as children of residents or guests, must be accompanied at all times by the responsible resident when using any recreational facility or amenity. Appropriate attire and footwear are required at all times when using courtyards, laundry facilities, lounges and other facilities. No attendant or supervision is provided for any of the recreational facilities. The Harbour and management do not sponsor athletic activities and all participants undertake these activities solely at their own risk of injury and without supervision or warranty from the community owner or management. In consideration of being permitted to use the recreational facilities and other amenities, each resident: assumes all risks in connection with the use of recreational facilities and amenities, including use by the resident, guests, family, friends and roommates; release the community owner and management and their respective employees and agents from any liability for any injury, incident or damage which may occur in the use of recreational facilities and/or amenities, including risks both foreseeable and unforeseeable; and agree to hold harmless the community owner and management and their respective employees and agents from any claim by a resident, guest or legal representative arising out of the use of recreational facilities and/or amenities.
- 27. Laundry Facility.** The community laundry facility is open 24 hours unless otherwise posted. Laundry payment cards are available from management during business hours; a small fee may be required to activate a card. Residents may not use more than two washing machines or dryers at one time. Please refrain from removing other users' laundry from machines. Prompt reporting of any inoperative machine is appreciated. The community owner and management are not responsible for any clothing or other items left in the laundry facility or lost or damaged in the laundry machines.
- 28. Internet Connection; Business Center.** Internet connectivity is provided throughout the community for use by residents and guests. A business center or lounges with computer devices are provided for the use of residents only; the display or other transmission of objectionable, pornographic, discriminatory, harassing or otherwise inappropriate material using any computer equipment provided by The Harbour is prohibited. Users must abide by applicable laws at all times in the course of using computer equipment and/or Internet connections provided by The Harbour. The display, downloading, uploading or other use of materials in violation of the copyright or other intellectual property rights of any person are prohibited using any Internet connection or computer equipment provided by The Harbour. Users of the Internet connection provided by The Harbour must also abide by all acceptable use policies and other rules issued by the community's Internet service provider from time to time.
- 29. Bicycle Parking.** The Harbour provides storage for residents' bicycles and other two-wheeled vehicles without combustion engines, on a first-come, first-served basis. Other motorized vehicles may not be stored at or left on the grounds of the community. Bicycle storage is provided as a convenience; the community owner and management have no responsibility for loss or damage to bicycles or other belongings left in storage. Management may restrict any resident's use of this storage facility at any time.

