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**FILED**  
SAN MATEO COUNTY

**JUL 08 2014**

Clerk of the Superior Court

By                       
DEPUTY CLERK

SUPERIOR COURT - LIMITED CIVIL JURISDICTION

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

HIP HOUSING DEVELOPMENT CORPORATION, )  
dba EDGEWATER ISLE SENIOR APARTMENTS, )  
Plaintiff, )

**CLJ209773**  
No.

vs. )

COMPLAINT FOR  
UNLAWFUL DETAINER

RICHARD YOASH, DOES I through V, )  
inclusive, )  
Defendants. )

UNDER \$10,000.00

Plaintiff alleges:

I

All transactions herein relevant took place in San Mateo County.

II

The real property owned by plaintiff, possession of which is sought in this action, is situated at 1490 Miramar, Apartment #216, San Mateo, San Mateo County, California 94404 in the above named County and Judicial District.

III

The true names of defendants named herein as DOES I through V, inclusive, are unknown to plaintiff who therefore sues said defendants by said fictitious names and prays leave to amend this complaint to show the true names as they become known.

IV

On or about October 8, 2003, plaintiff leased the above described premises to defendant pursuant to a written lease. A

1 copy of said lease, together with the subsequent notice of  
2 change of terms of tenancy and revised lease, is attached  
3 hereto, collectively marked "EXHIBIT A", incorporated by  
4 reference herein, and made a part hereof.

5 V

6 Defendant has violated the lease, as more fully set forth  
7 in the three day notice, service of which is alleged in  
8 Paragraph VI below.

9 VI

10 On June 27, 2014, plaintiff caused to be served on  
11 defendant a written notice informing defendant of the facts  
12 constituting defendant's violation of the lease, and requiring  
13 defendant to cure said violation with three days or, in the  
14 alternative, to quit and deliver up possession of said premises.  
15 A copy of said notice is attached hereto, marked "EXHIBIT B",  
16 incorporated by reference herein, and made a part hereof.

17 VII

18 More than three days have elapsed since the date of service  
19 of said notice upon defendant, but defendant remains in  
20 possession of said premises and has not cured said lease  
21 violation. Pursuant to the provisions of Code of Civil  
22 Procedure section 1161(3), there is an unlawful detainer of said  
23 premises.

24 VIII

25 The reasonable rental value of said premises is the sum of  
26 \$40.30 per day, and damages to plaintiff for the unlawful  
27 detainer of said premises beyond the amount of rent prepaid by  
28 defendant have accrued at said rate from July 1, 2014, and will  
continue to accrue at said rate until such time as defendant  
vacates said premises.

X

The lease agreement between the parties provides that, in the event litigation became necessary to enforce its terms, the prevailing party in said litigation would be entitled to recover its attorney's fees and court costs. Because of defendant's failure to comply with the provisions of the lease agreement, plaintiff has been forced to commence litigation to enforce its terms, and has incurred attorney's fees in a minimum sum of \$800.00 if judgment is obtained herein by default, or such larger sum (not to exceed \$2,000.00) as may prove necessary to prosecute this action in the event that it is opposed or contested by defendant.

WHEREFORE, plaintiff prays judgment as follows:

1. For restitution of possession of said premises and forfeiture of the lease.
2. For damages at the rate of \$40.30 per day from July 1, 2014 through the date of restitution of possession or the date of judgment herein, whichever comes first.
3. For attorney's fees of at least \$800.00 (not to exceed \$2,000.00).
4. For costs herein, and for such other and further relief as to the Court may seem just and proper.

DATED: July 3, 2014

By:

  
TODD ROTHBARD  
Attorney for Plaintiff

VERIFICATION

I, TODD ROTHBARD, hereby declare:

I am the attorney for the plaintiff in the above entitled action, and as such make this VERIFICATION for and on behalf of said plaintiff.

I have read the foregoing COMPLAINT FOR UNLAWFUL DETAINER and know the contents thereof. Based upon information and/or belief, I believe the facts stated therein to be true.

The reason that the foregoing COMPLAINT is verified by me and not by a representative of the plaintiff is that such representative is absent from the county where I have my office or is otherwise unable to verify the COMPLAINT.

I declare, under penalty of perjury, that the foregoing is true and correct, and that this VERIFICATION is executed on July 3, 2014 at Santa Clara, Santa Clara County, California.

  
\_\_\_\_\_  
TODD ROTHBARD  
Attorney for Plaintiff

Todd Rothbard  
Attorney at Law  
100 Saratoga Avenue  
Suite 200  
Santa Clara, California 95051

OFFICE

EXHIBIT A

## AGREEMENT TO RENT OR LEASE

1. **PARTIES:** This agreement is made and entered into as of Oct 8 2003, by and between HIP/Edgewater Isle Senior Apts hereinafter referred to as "Owner" and RICHARD JOASH hereinafter referred to as "Tenant(s)".
2. **PREMISES:** Subject to terms and conditions set forth below. Owner hereby rents to Tenant those certain premises described as Apt 216 located at 1490 Miramar San Mateo, CA 94404 California, herein after referred to as the "Premises". The Premises are a portion of that certain building or complex of buildings commonly known as Edgewater Isle Apartments (the "Complex"). Tenant shall have the right to use in common with other tenants of the Complex such common areas as Owner may designate in writing from time to time.
3. **TERM:** The term hereof shall commence on 10-8-2003 (The "Commencement Date"), and unless sooner terminated as herein provided, continue (check one of the following alternatives):  
☐ For a period of \_\_\_\_\_ months thereafter, expiring on \_\_\_\_\_.  
☒ On a month-to-month basis (MONTH-TO-MONTH LEASE).
4. **HOLDING OVER:** Any holding over thereafter termination of this Agreement, with Owner's consent, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable.
5. **RENT:** Rent shall be \$ 999.00 per month, payable in advance upon the first day of each calendar month. If rent is not paid on the first day of the month, Tenant will be considered delinquent in payment of rent and in default.  
 Payment must be made to Edgewater Isle Apts. at the following address:  
1510 Marina Vista, San Mateo, CA 94404  
 Telephone number for the above address: 650 341-3367  
 Payments made in person shall be delivered to Management /Any Leasing Staff Member on the days and between the hours indicated below:  
Closed Sunday 9 to 5pm Monday 9 to 5pm Tuesday 9 to 5pm Wednesday  
9 to 5pm Thursday 9 to 4pm Friday Closed Saturday  
 Acceptable methods of payment are: personal check, cashiers check or money order.  
☒ There is a 12 hour drop box available at said location for your convenience.
6. **LATE PAYMENTS - DISHONORED CHECKS:** In the event that rent is not paid by the 5th day of the month, a late fee of \$36.00 will be assessed. In the event that a Tenant's check is dishonored or returned by the bank, a \$20.00 fee will be assessed. Delinquent rent and fees must be paid with a cashier's check or money order only. All late fees and check charges are to be deemed additional rent owed. Furthermore, Tenant agrees that after the second returned or dishonored check, all future payments must be paid with a cashier's check or money order only. If Owner agrees to accept rent paid late, this does not waive Owner's right to not accept future late payments, and there shall be no grace period implied in this Agreement. All rent payments made after the service of a Three Day Notice must be paid by cashier's check or money order and are to be paid at the Complex management office.
7. **USE AND OCCUPANCY:** The Premises are to be used only as a private residence for not more than one occupants and for no other purpose without prior written consent of the Owner. Occupancy by guests staying more than ten (10) days without the written consent of the Owner shall be considered a breach of the paragraph entitled "Assignment and Subletting" below.
8. **UTILITIES:** Tenant shall be responsible for all utilities and agrees to make payments for same, including any and all deposits required for said utilities, except the following which shall be paid by the Owner: Garbage/Water. Owner shall not be liable to Tenant, and Tenant hereby waives any claims against Owner, for any damages resulting from the failure or interruption of utilities, unless caused by willful misconduct of the Owner.
9. **SECURITY DEPOSIT:** Concurrently with the execution of this agreement, Tenant shall deposit with Owner the sum of \$ 822.00 to be held as security for Tenant's faithful performance of terms of this Agreement. Upon termination of this Agreement and Tenant's vacation of the Premises, Owner may retain amounts from the Deposit that are reasonably necessary: (a) to remedy Tenant defaults hereunder, including, but not limited to, present and future defaults in the payment of rent, late charges, check charges, etc.

and possession of same has been fully returned to Owner. The deposit, to the extent refundable, will be refunded in the form of a check made jointly payable to all adult Tenants who have signed this Agreement.

10. **CONDITION OF PREMISES:** Tenant acknowledges that, as of the time of taking occupancy, Tenant has examined the Premises and accepts the Premises, including the carpets, drapes or blinds, and paint, as being in good, safe and clean condition and repair.

Tenant agrees to: (a) Keep the Premises in good order and repair, and upon termination of the tenancy created by this Agreement to return the Premises in a condition identical to that existing as of the date of Tenant's taking occupancy, except normal wear and tear and free of all of Tenant's personal property, trash, and debris; (b) Immediately notify Owner of any defects or dangerous conditions inside the Premises or at the Complex of which Tenant is aware; and (c) Promptly reimburse to Owner the cost of any repairs to the Premises, or its furnishings (to the extent of property owned or rented by Owner), or to any other portion of the Complex, caused by the negligence or misuse of Tenant or any of Tenant's guests or employees.

11. **PHONE WIRING MAINTENANCE:** Owner shall provide Tenant with at least one operational telephone jack and shall maintain and repair internal telephone wiring. Tenant shall not install or cause to be installed any additional telephone jacks or in any manner alter, modify, or repair the internal telephone wiring. Tenant shall be liable to Owner for any and all charges, damages or costs incurred by the Owner as a result of the Tenant's violation of this provision.

12. **POSSESSION:** Tenant's failure to take possession of the Premises on the Commencement Date shall not relieve the Tenant of its obligation to pay rent hereunder. If Owner fails to deliver the Premises on the Commencement Date, Tenant may terminate this Agreement.

13. **INSPECTION:** (a) Tenant agrees that Owner or its agents may enter the Premises, in the event of an emergency, or to make repairs or improvements, supply agreed services, or show the Premises to prospective Tenants or purchasers. Reasonable notice of intent to enter will be given, except in an emergency. (b) Tenant shall not be entitled to terminate this Agreement, reduce the rent, or make any claim against Owner as a result of any entry by Owner or Owner's agents pursuant to the provisions of this paragraph.

14. **MOLD NOTIFICATION:** Tenant is hereby notified that mold can grow if the Premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenant regularly allow air to circulate in the apartment. It is also important that Tenant keep the interior of the unit clean and that they properly notify the Owner of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the premises in a manner that prevents the occurrence of infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- (a) Tenant agrees to keep the unit free of dirt and debris that can harbor mold and to limit the sources of indoor humidity.
- (b) Tenant agrees to immediately report to Owner any water intrusion, such as plumbing leaks, drips, or "sweating" pipes, or walls.
- (c) Tenant agrees to notify Owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated the walls or cabinets.
- (d) Tenant agrees to conduct a monthly visual inspection of the Premises for the presence of mold growth and to report to the Owner any significant mold growth on the surfaces inside the premises.
- (e) Tenant agrees to allow the owner to enter the unit to make necessary repairs.
- (f) Tenant understands that air circulation and temperature are the most important factors in avoiding mold and mildew and will circulate fresh air and keep a satisfactory temperature in the Tenant's apartment.
- (g) Tenant agrees to use bathroom fans (also to open any interior bathroom window) while showering or bathing and report to Owner any non-working fan.
- (h) Tenant agrees to use exhaust fans whenever cooking, dishwashing or cleaning.
- (i) Tenant agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
- (j) Tenant agrees to clean and dry any visible moisture on windows, wall, and other surfaces including

and after the disposal is turned on. It is important to maintain a sufficient flow of water to flush shredded waste through the drain after the disposal has been turned off. Do not put bottle caps, crockery, foil, glass, paper, pins, plastic, rags, string, etc., in the disposal. Any damage or costs for repairing the disposal because of negligence shall be charged to resident. The resident manager is available for assistance or to answer any questions.

15. ALTERATIONS. Resident shall not do any of the following unless management's permission has been obtained in writing:

- (a) change or remove any part of the appliances, equipment, or fixtures in the unit;
- (b) paint, or install wallpaper or contact paper, in the unit;
- (c) attach any hooks in ceilings, paste-on hooks or tape on the walls, large screws or nails in walls, shelves, window shades, screen doors, or other permanent or semi-permanent improvements in the unit or patio/deck;
- (d) attach anything to doors, cabinets, shelves, or countertops;
- (e) install air conditioners, refrigerators, freezers, washing machines, or dryers in the unit;
- (f) place any aerials, antennas, or other electrical connections on, or outside, the unit;
- (g) attach or place any fences, fixtures, or signs on the building(s), common areas, or grounds;
- (h) attach awnings or window guards in the unit; or
- (i) store objects on the patio/deck which are visible to passersby;
- (j) place anything on patio/deck railings.

16. WINDOWS. In order to effect a uniform appearance, white drapes have been installed throughout the project. No other drapes may be used. No decals, foil, plastic, stickers, or other such material will be allowed in or on the windows. Residents may use white sheer curtains on a tension rod, if desired. Curtain rods may not be installed.

17. FLAMMABLES. The use or storage of flammable liquids or gases is strictly prohibited. This includes oxygen, and lacquers, thinners, etc. used for arts and crafts.

18. POWER TOOLS. The use of power tools by residents within the buildings is not allowed. No automobile parts, tires, or other foreign articles are permitted in any area of the buildings for any purpose.

19. BICYCLES. No bicycles are allowed in any apartment, patio/deck, hallway, or any area of the buildings.

20. PLUMBING. Please report any faucet leaks or other plumbing problems to the office immediately. No cigarettes, matches, rags, sanitary napkins, sweepings, or other improper articles shall be thrown into the plumbing fixtures, and no harmful cleaning materials shall be used. Do not use Drano or equivalent. Resident shall be charged for any damage resulting from misuse.

21. PARKING. Only residents holding a valid parking permit shall be permitted to park within the project grounds. Vehicles must be headed into the curb, and parked so as to be within the marked lines and not overhang the sidewalk. Any unauthorized or improperly parked vehicle will be towed at the vehicle owner's expense. No car washing or automobile repair work shall be conducted, or disabled vehicle stored, within the project grounds. Residents and their guests must observe the parking regulations in the development outside of the project grounds.

22. LIGHT BULBS. Each apartment will be equipped at the time of occupancy with light bulbs. After move-in, residents are expected to replace burned out bulbs. A resident who is physically unable to replace a bulb, may request assistance at the office.

23. CORRIDORS. In order to minimize the possibility of accidents to passersby, door mats, plants or other obstacles or obstructions shall not be placed in public corridors or common areas.

24. TRASH. A trash chute is provided on each floor, and in order to minimize odor and pests, and prevent the scattering of trash, all trash must be placed in plastic or paper bags, and taped or tied. Boxes must be broken down and may be placed in the laundry room. Do not place any other trash in the laundry room. Do not place any trash in the hallway outside the trash chute.

25. CLEANING. Please refer to Cleaning Instructions. (The bathroom and kitchen floors have a permanent finish which should be cleaned with soap and water. Do not use any abrasives, detergents, or wax, as these will damage the finish. In general, a mild cleaning agent should be used for general clean-up of the appliances and fixtures.)

26. COMMUNITY BUILDING. The Community Building is available to all residents.

27. BULLETIN BOARD. If resident has a notice to be put on the bulletin board, it should be prepared in a neat form and submitted to the office for posting. Postings on the bulletin board shall be made by management only.

28. SECURITY. All doors to the residential buildings, and pedestrian and automobile gates, shall be kept locked at all times. Residents may admit their guests through the use of the Extra-Guard system. Residents shall not admit strangers to the Project Grounds. The emergency exits at the end of each residential building shall be used for emergency purposes only.

29. SMOKING. No smoking is permitted in any of the common areas of the project. Residents are responsible for informing their visitors of this rule, and making sure they comply.

30. EMERGENCY MEDICAL CALL SYSTEM (EMCS). The Emergency Medical Call System located in each apartment is to be used for extreme illness or accident only. All other requests for assistance, emergency or otherwise, may be made by telephone, or in person, to the office or security person on duty.

31. PETS. No live animals, birds, fish, or other pets, whether belonging to a resident or to persons on the premises with the express or implied permission of the resident, shall be permitted within the project grounds unless permission in writing has been given for the pet and the appropriate pet deposit made in accordance with management's pet policy. Management reserves the right to require that any undesirable pet be removed from the Project Grounds or that resident vacate the premises.

32. HOMEOWNERS' ASSOCIATION RULES. Residents shall comply with the rules of the Homeowners' Association of which Edgewater Isle Apartments is a member.

33. VIOLATIONS. Any violation of these Community Rules shall be considered a violation of the lease agreement between resident and management, and shall be enforceable as such.

I have read these Community Rules and understand that violation of these rules shall be considered a violation of the covenants of the lease. I further understand that management reserves the right to make additions and amendments to these rules. Additions and/or amendments shall be posted on the project Bulletin Board and shall become effective and enforceable thirty (30) days after posting.

(m) Tenant agrees to indemnify and hold harmless the Owner and its agents, employees, partners, officers, from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner and/or its agents, employees, partners, officers may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the premises.

(n) Tenant agrees to not bring any personal property into the unit that may contain mold, especially "soft possessions" such as sofas, mattresses, and pillows.

15. **PROPOSITION 65 WARNING:** In accordance with Proposition 65, we advise you:

**WARNING:** These Premises contain chemicals known to the State of California to cause cancer and/or birth defects or other reproductive harm.

16. **ASSIGNMENT OR SUBLETTING:** Tenant shall not assign or sublet all or any portion of the Premises.

17. **QUIET ENJOYMENT:** Tenant shall be entitled to quiet enjoyment of the Premises, as guaranteed by and between all residents of the complex to each other. Neither Tenant nor Tenant's guests shall annoy, harass, endanger or inconvenience any other Tenant of the Complex, or create a nuisance. Tenant is at all times responsible for the conduct of Tenant's guests while at the Premises or in and about the Complex.

18. **HOUSE AND POOL RULES:** Tenants and their guests shall abide by all rules imposed by Owner before and after the execution hereof including but not limited to rules respecting noise, disposal of refuse, pets, parking, window coverings, and the use of the Complex.

19. **PARKING:** Tenant may use designated parking spaces only for the parking of motor vehicles, including automobiles, motorcycles and pick-up trucks, but excluding trailers of any kind, mobile homes, campers, recreational vehicles, buses, and trucks larger than three-quarter ton. Further, such vehicles shall not be washed (except in designated areas), maintained, or disassembled on the Complex grounds. Inoperative, disabled or unregistered vehicles shall not be stored in such parking spaces, or elsewhere on the Complex grounds; violators will be subject to towing. Visitor parking cannot be for more than 24 continuous hours, and is strictly limited to designated visitor parking spaces; violators will be subject to towing.

20. **ALTERATION OF PREMISES:** Tenant shall make no alterations or do any painting or decorating without the prior written consent of Owner. No foil, poster device, or display shall be affixed to any door, window, or exterior wall that is visible from outside of the Premises. All costs associated with restoring unauthorized alterations or improvements to the original condition will be paid by the Tenant. Owner must be furnished with duplicate keys for all locks existing or installed in the Premises.

21. **PATIOS AND BALCONIES:** All portions of the Premises visible from the common areas of the Complex shall be maintained in a clean, neat and orderly manner by Tenant. Patios and balconies shall not be used for the storage of Tenant's personal property.

22. **WATERBEDS:** No waterbed may be brought into the Premises unless Tenant first delivers to Owner a copy of an insurance policy, satisfactory to Owner, covering damage to the Premises as a result of the waterbed, and Owner consents in writing to such waterbed.

23. **PET POLICY:** Tenant agrees that neither Tenant nor Tenant's guests shall keep or bring into the Premises or the Complex, including the grounds thereof, any animal, bird or pet of any kind or nature without the prior written consent of Owner.

24. **SMOKE DETECTOR ALERT:** This dwelling is supplied with smoke detection device(s). Upon occupancy it shall be the responsibility of the Tenant to regularly test the detector(s) to ensure that the device(s) is in operable condition. The Tenant will inform the owner immediately in writing of any defect, malfunction or failure of such smoke detector(s).

25. **DAMAGE TO PREMISES:** In the event the Premises are damaged by fire or other casualty covered by insurance, Owner shall have the option either to (1) repair such damage and restore the Premises, this Agreement continuing in full force and effect, or (2) give notice to Tenant at any time within thirty (30) days after such damage terminating this Agreement as of a date to be specified in such notice.

In the event of the giving of such notice, this Agreement shall expire and rights of Tenant pursuant to this Agreement shall terminate. Owner shall not be required to repair any such damage by fire or other cause, or make repairs or replace any of Tenant's property.

26. **ABANDONMENT:** Tenant's absence from the Premises for fourteen (14) consecutive days, while all or any portion of the rent is unpaid, shall be deemed an abandonment of the Premises.

27. **WAIVER OF CLAIMS AND INDEMNIFICATION:** Tenant waives all claims against Owner for damage to person or



fire and extended coverage insurance policy. Damages or plumbing stoppages caused by Tenant's negligence or misuse will be paid by Tenant.

29. **DEFAULT:** (a) The occurrence of any of the following shall constitute a default under this Agreement:

- (1) any failure by Tenant to pay the rent or make any other payment required to be made by Tenant hereunder;
  - (2) the abandonment of the Premises by the Tenant; or
  - (3) a failure by Tenant to observe or perform any other provision of this Agreement to be observed or performed by Tenant.
- (b) In the event of any such default by Tenant, then in addition to any other remedies available to Owner or at law or in equity, Owner may:
- (1) continue this Agreement in effect by not terminating Tenant's right to possession and thereby be entitled to enforce all Owner's rights and remedies under this Agreement including the right to recover the rent specified in this Agreement as it becomes due; OR
  - (2) terminate this Agreement and Tenant's right to possession of the Premises, and upon such termination recover from Tenant any amount necessary to compensate Owner for all the detriment proximately caused by tenant's failure to perform Tenant's obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including but not limited to past due rent plus the worth at the time of award of the amount by which the unpaid rent for the balance of the term after termination until the time of award and after the time of award, exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided.

30. **TERMINATION:** (a) If Tenant has a month to month tenancy (see paragraph 3), this Agreement may be terminated by either party thirty (30) days after delivery to the other party of written notice of intent to terminate. Tenant's notice of intention to terminate must be on such form as is provided by Owner. Rent is payable by Tenant to Owner during said thirty (30) day period, even if Tenant vacates prior to the termination date set by said thirty (30) day notice. (b) If Tenant has agreed to lease the Premises under fixed term lease (see paragraph 3), Tenant may not terminate this Agreement prior to the expiration date of this Agreement. If Tenant vacates prior to such expiration date, Tenant shall be deemed in default hereunder. If Tenant intends to vacate at the expiration of the lease term, Tenant should notify Owner at least thirty (30) days prior to such expiration, in writing. Rent is payable by Tenant to Owner up to the expiration date. (c) As conditions for any such termination or expiration of this Agreement, Tenant shall completely vacate the Premises, including any storage or other areas utilized by Tenant before 6 p.m. on the last day to which Tenant is entitled possession. Additionally, date of surrender of Premises is the date that all keys are returned to Owner. Tenant shall provide Owner with a forwarding address.

31. **GENERAL:** Time is of the essence of this Agreement and each provision herein contained. Words used in the singular shall include the plural where the context requires. This Agreement shall be binding upon and shall inure to the benefit of heirs, administrators, successors and assigns of all of the parties hereto subject to the terms of the assignment or subletting of this Agreement, and all of the parties hereto shall be jointly and severally liable hereunder. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced in writing. Waiver by Owner of any breach of any term of this Agreement shall not render the remainder of the Agreement invalid or unenforceable.

32. **NOTICE:** The California Department of Justice, sheriffs departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. 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. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

33. **SATELLITE DISHES:** No over-the-air reception device (OTARD) may be installed on any common areas including outside walls, outside window sills, roofs, common area balconies, common area stairwells, or any other common area. An individual satellite dish of one meter or less in diameter or a traditional stick-type antenna may be installed on a balcony or patio that is totally within the premises being leased and under the tenant's exclusive use. Tenants shall cause no permanent damage to balconies, etc. when attaching an OTARD; no holes may be drilled in any walls, balcony railings, or glass to hook up the OTARD device. No part of the device can extend beyond the balcony railing line. By installing an OTARD device, tenant agrees to indemnify Owner, its managing agent and employees of any legal responsibility as a result of the device, including paying Owner's attorney's fees and costs. Tenant also shall obtain and maintain adequate liability insurance in force related to the device and cause Owner to become an "additional insured" under said policy which will be presented to Owner upon request.

35. MEMORANDUM OF EXISTING DAMAGE AND/OR OTHER DEFICIENCIES IN PREMISES AT TIME OF OCCUPANCY: Tenant and Owner agree that the defects listed below exist as of the time of occupancy of the Premises, and that no other defects exist.

ITEM/DISCREPANCY	COMMENTS/MANAGER'S VERIFICATION

36. INCORPORATION CLAUSE: Such Rules and Regulations and any other received addenda are attached hereto and by reference incorporated herewith made a part of this agreement.

The undersigned Tenant and Owner agree to all terms and conditions of this Agreement to Rent or Lease and the Tenant acknowledges receipt of a copy of this Agreement and attachments.

EXECUTED on the first date written below:

Complex Name and Owner HIP/EDGEWATER ISLE

By (signature) Community manager Date 10-3-2003

X Tenant (signature) [Signature] Date 10-14-2003 Day Phone \_\_\_\_\_

X Tenant (signature) \_\_\_\_\_ Date \_\_\_\_\_ Day Phone \_\_\_\_\_

Tenant (signature) \_\_\_\_\_ Date \_\_\_\_\_ Day Phone \_\_\_\_\_

1 Tenant (signature) \_\_\_\_\_ Date \_\_\_\_\_ Day Phone \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Phone (Alt.) \_\_\_\_\_

Please list all other occupants (including children):

WHOM TO CONTACT IN CASE OF EMERGENCY:

Name of Person to Contact \_\_\_\_\_ Relationship \_\_\_\_\_ Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

Name of Person to Contact \_\_\_\_\_ Relationship \_\_\_\_\_ Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

VEHICLES:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ License: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ License: \_\_\_\_\_

OTHER INFORMATION:

Parking Space #: \_\_\_\_\_ Carport #: \_\_\_\_\_ Storage #: \_\_\_\_\_

Other Information: \_\_\_\_\_

## RESIDENT RULES, REGULATIONS & COURTESIES

In an effort to make your residence with us comfortable and enjoyable, it is necessary to have the cooperation of everyone so that the rights of all may be properly respected. Please read and abide by the following courtesies, which are designed for the safety and comfort of you and your neighbors. Any age restrictions are for the benefit and safety of all.

### General Apartment Courtesies

1. In order for all residents to enjoy the quiet environment of the property, we ask that each resident be considerate not to make excessive noise. The property shall be reasonably quiet at all times: additional care should be taken during the period after 10:00 p.m. and before 8:00 a.m.. Running, playing in halls or on stairs, slamming of doors, etc., are not permitted. The volume of radios, televisions, stereos and similar devices must be held to a reasonable minimum.
2. Care should be exercised by all residents, at all times and in all places in and about the property, including, but not limited to: open balconies, pools, spas, recreation building, saunas, exercise rooms and equipment, stairways, roofs, parking areas, lagoons, lakes and ponds, and similar areas.
3. Use of bicycles, big wheels, skateboards, roller skates and similar devices is strictly prohibited on the property, except in those areas designated for such. Bicycles, etc., are not to be stored under stairs or on walkways, in compliance with local fire code regulations. Storage of such devices in and about the grounds is prohibited, except in designated areas.
4. Children and all other residents and guests are not permitted to play in the parking areas, laundry facilities, garbage areas, or anywhere in or around the buildings where they may endanger themselves or unnecessarily disturb other residents. It is the responsibility of the parent to provide proper supervision of children.
5. Damage to apartments or the property caused by resident negligence (or that of your guest or visitor) will be charged to the resident. To that end, do not use severe cleaning agents such as scouring powder on paint, enameled woodwork, walls, appliances, etc.
6. Plumbing stoppage is resident's responsibility. Do not throw any object in toilet or disposal that may cause plumbing failure. Grease is known to cause plumbing failures and should not be poured down disposal or sink.
7. Pets are not permitted in apartments, buildings or on the premises unless special permission has been given in writing by Management, with the exception of management approved animals specifically for the purpose of assistance.
8. If any appliance or fixture is desired other than already furnished, consult the Manager in order to avoid damage to the premises before installing for help and information.
9. Pursuant to your rental agreement, use of non-conforming window coverings, window displays, foil reflectors, awnings, etc. are prohibited.
10. This apartment complex is for residential use only. Except for businesses permitted by specific law, residents may not operate businesses out of their residences that require a business license or involve business invitees, deliveries of goods, or foot traffic into the residence or the apartment complex.
11. Laundry Facilities:
  - a. Coin operated washers and dryers are provided for resident use only.
  - b. All lint and empty containers must be placed in trash receptacles.
  - c. Residents are responsible for wiping the machines clean after each use.
  - d. Management does not assume responsibility for clothes left in laundry areas.
  - e. Management does not assume responsibility for negligence in the use of the laundry equipment.
12. Parking:
  - a. Park only in designated /assigned parking spaces. Automobiles and other approved vehicles must be parked head in.
  - b. Visitors must park in areas designated as "Visitor Parking" or on the street. It is the resident's responsibility to inform their visitors first of such rules.
  - c. Violators will have their cars, etc., towed away at their expense.
  - d. Consult with Management for designated car washing areas (if applicable). Not
  - e. Maintenance of vehicles on the premises, including, but not limited to changing motor oil, is not permitted. Disposing of motor oil or other toxic substances on the premises or on neighboring properties or pouring pollutants down storm drains or in refuse containers is also prohibited. Such practices are in violation of law and may be punishable by fine and/or imprisonment.
  - f. Storage is prohibited in carports. Any vehicles with expired registration tags or no license plates are prohibited and shall be subject to removal from the property.
  - g. Designated parking spaces are to be used exclusively for parking motor vehicles including automobiles, motorcycles and pick-up trucks, but excluding boats, trailers of any kind, mobile homes, campers, buses or trucks larger than three-quarter ton without prior written consent of Management.
13. Entry Material: ...

### Pool Courtesies

The pool is for your convenience, pleasure and enjoyment. Please cooperate in helping to keep it clean, safe and quiet. Posted rules at poolside are to be observed and are part of this agreement.

1. Management will not provide lifeguard services. It is the responsibility of the resident who uses the pool to supervise the activity of his/her family, guest(s) or visitor(s).
2. Glass containers or breakables of any sort are strictly prohibited from use in or around pool area(s).
3. Running, jumping and/or any other noisy behavior disturbing to other residents is prohibited at all times. Loud or profane language will not be permitted.
4. Residents are allowed to have no more than two guests at one time in pool areas unless special permission to exceed that limit is granted by Management.
5. Children under the age of 14 years are not permitted in pool unless accompanied by a responsible adult (a person 18 years or older who is a competent swimmer). For safety reasons, the number of children supervised by an accompanying adult may not exceed two. The accompanying adult will be held completely responsible for supervised child's safety and conduct.
6. Toys, inner tubes, etc., will not be permitted in pool.
7. Use of alcoholic beverages in or around pool is prohibited.
8. Roller skates, skateboards, bicycles and similar devices are strictly prohibited in pool areas.
9. Chairs, tables, umbrellas and other pool accessories, provided by the Management for safety and comfort, must not be removed from pool areas.
10. Only one person is allowed on diving board at a time: double-springing and diving off the sides of the diving board are prohibited. Also, for safety, swimming is not permitted in diving areas.
11. Pets are strictly prohibited from pool areas.

### Recreation Building Courtesies

1. For your own safety and welfare (as well as that of your guests) no one under 14 years of age will be permitted in recreation building unless accompanied by a responsible adult (a person 18 years or older).
2. The recreation building will be open from 9 a.m. to 5 p.m. daily. (except Friday's - Close 4 PM)
3. Guests must be accompanied by a resident (14 years or older) at all times. Residents may not invite more than 2 guests to use the recreation facilities.
4. Residents and their guests must be properly attired at all times in the recreation building. Wet bathing suits or bare feet are not permitted, and men are required to wear shirts.
5. Radios, tape recorders, and other similar devices may not be played in the recreation building.
6. Please limit your use of pool tables to one hour, and to 1/2 hour when others are waiting to play. No lighted cigarettes or beverages of any sort are to be set down on the edge of pool tables or any other pieces of furniture.
7. Before using sauna room or spa, read and abide by all instructions for its use to avoid injury. Be cautious in your use of gym equipment. Residents and/or their guests use the gym, spa, and sauna facilities at their own risk.

Management reserves the right to rescind or change any of the foregoing rules and regulations as may be deemed necessary. Parents/legal guardians are responsible for all actions of their children. Any failure to comply with the rules as set forth above shall be considered sufficient cause for any action deemed necessary by Management, including the barring of violators from use of the pool/recreational facilities or the possible termination of the rental agreement.

Having thoroughly read the above Resident Courtesies, I hereby agree to abide by them and to make certain my family and/or guest(s) abide by them as well.

This Agreement shall be considered an Amendment to the Rental Agreement between RICHARD YOASH  
and the Edgewater Isle Senior Apartments, dated 10-8-2003

ACKNOWLEDGED AND AGREED

Resident(s)

[Signature]

## B & B MANAGEMENT

### EDGEWATER ISLE APARTMENTS

#### COMMUNITY RULES

It is our intention to maintain a pleasant and comfortable home for you to live in. We will strive to provide prompt and efficient service at all times, and to maintain the property in the best possible condition. The purpose of these Community Rules is to promote the convenience, peace, safety, and welfare of all residents, preserve the property, and make a fair distribution of facilities and services to all residents generally. Your cooperation with us, and each other, in observing these rules will help enable all of us to lead happy, healthy lives.

1. **RENTAL PAYMENTS.** Rental payments are due on the first day of each month, at the Project Office, 1510 Marina Vista, San Mateo, CA 94404. If resident does not pay the full amount of the required rent by 2:00 p.m. of the fifth day of the month (or, if the fifth day of the month falls on a Saturday, Sunday, or holiday, then by 2:00 p.m. of the next business day), management shall collect a fee of \$5.00 for the fifth day, plus \$1.00 for each additional day, beginning on the sixth day, the rent remains unpaid during the month it is due. The charges discussed in this paragraph are in addition to the regular monthly rent. Rent shall be paid by check or money order, and not in cash. In the event a personal check for resident's rent is returned for any reason more than once, then resident shall make all future rental payments by money order, or certified or cashier's check. Resident shall pay management a \$5.00 fee, plus management's out-of-pocket expenses, for any returned check.

2. **OFFICE HOURS.** The resident manager's office hours will normally be from 9:00 a.m. to 12:00 noon, and 1:00 p.m. to 5:00 p.m., Monday through Friday, except holidays. Any change in office hours will be posted on the Project Bulletin Board. Please conduct regular business with the manager during these hours. The office telephone number, 341-3367, is answered from 9:00 a.m. to 5:00 p.m., Monday through Friday, at other times, a message may be left. During non-office hours, residents should call the assistance numbers posted on the Project Bulletin Board for emergencies only.

3. **MAINTENANCE REQUESTS.** Please make requests for maintenance or repairs by leaving a note with your name, apartment number, telephone number, and a description of the requested maintenance or repair at the office during regular office hours.

4. **RESIDENT MAINTENANCE.** Resident shall: (a) keep unit clean, safe, and sanitary; (b) use all appliances, equipment, and fixtures in a safe and economical manner, and only for the purposes for which they are intended; (c) not litter the grounds or common areas of the project; (d) not damage, deface, destroy, or remove any part of the unit, common areas, or grounds; (e) give management prompt notice of any defects in the appliances, fixtures, space heating equipment, plumbing, or any other part of the unit or related facilities; and (f) remove garbage, trash, and other waste from the unit in a clean, safe, sanitary, and timely manner, as prescribed by management.

5. **MOVING.** No move-ins or move-outs, or delivery or removal of furniture, boxes, clothes, etc., will be permitted before 9:00 a.m. or after 8:00 p.m. of any day, or anytime on Sunday or holidays. The office must be notified at least 24 hours in advance of any such activity. Residents are responsible for any damage caused by movers, and movers should be advised not to place anything against doors, walls, etc. in the common areas or inside the apartment. Please advise the movers of the No Smoking rule while on the Project Grounds.

6. **DISTURBANCES.** No resident, or any person or animal on the premises with the express or implied permission of resident, shall engage in or permit, actions or noises that disturb the comfort or rights of other persons properly in or about the project. Specifically, but without limitation, resident shall keep the volume of sound of any musical instrument, phonograph, radio, or television at a level which will not disturb other residents.

7. **CHILDREN.** Children are not permitted to play in the halls,

running in sink and close windows and door before leaving. If resident is not familiar with the operation of the machines, please ask the resident manager for assistance.

9. **SOLICITORS.** For the protection of residents, door to door soliciting is not permitted on the premises, and residents are asked to notify the resident manager immediately of the presence of any such solicitors.

10. **KEYS AND LOCKS.** At the time of occupancy, each resident will receive an apartment key, mail box key, and an outside entrance door key. Duplicates of issued keys are not permitted, and resident must return the keys to the office at the end of tenancy. If the keys are not returned by resident, resident shall be charged \$2.50 for each key and for the cost of replacing the apartment and/or mail box lock. If a key is lost, there will be a charge of \$2.50 for a replacement key. Duplicate keys for use by others may be requested in accordance with the management's key policy, which requires a refundable deposit of \$2.50 for each key. Resident shall not install bolts, chains, or additional or different locks on any doors or windows of the unit.

11. **UTILITIES.** Due to the increasing costs of utilities, we ask that residents make prudent use of the utilities provided, i.e., use them as if one were responsible for paying for them. Windows must be kept closed when the heating system is in operation in the apartment. Apartment entry doors must be closed at all times, except when entering or leaving. Please do not leave water running unnecessarily.

12. **ACCESS.** a. Management will enter the unit only at reasonable hours, after reasonable notice to resident, in order to inspect the premises; perform alterations, decorations, improvements, maintenance, or repairs; supply necessary or agreed services; or exhibit the unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

b. When resident requests maintenance or repairs in a unit, such request shall constitute permission to enter the unit to perform such maintenance or repairs, unless resident specifically requests that they be performed with resident present, and, in such event, if management is unable to perform such maintenance or repairs in the presence of resident, and management deems that it is necessary to perform them, then management may, upon reasonable notice, enter the unit for such purposes.

c. Management may enter the unit without individual notice to resident for the purpose of performing regularly scheduled maintenance (e.g., filter changes, pest control, etc.) or inspection upon reasonable notice given by general notice in the Community Rules, newsletter, or by posting on the project Bulletin Board or other prominent location.

d. Management may enter the unit without notice in the case of an emergency involving the apparent danger to health or life of resident or others, or apparent damage or threat of damage to the property of resident, the project, or others.

e. Resident shall notify management in writing of any overnight absence by resident, advising management of the anticipated length of such absence, and where resident may be reached in the event of an emergency. During any absence of resident in excess of seven (7) days, management may enter the unit for the purpose of checking for open or unlocked windows and doors and thermostat settings, and performing preventative maintenance (e.g., running garbage disposal, running water in drains, flushing toilets, or performing regularly scheduled maintenance).

THIRTY DAY NOTICE OF CHANGE OF TERMS OF TENANCY

TO: RICHARD TOASH  
All residents in possession and all others in possession

of the premises located at:

1490 MICAMAR, unit # 216  
SAN MATEO, California 94404  
(City) (Zip)

You are hereby notified, in accordance with California Civil Code Section 827, that 30 days after service upon you of this Notice, or 3-1-2014, whichever is later, paragraph

all of your LEASE AGREEMENT is hereby amended as follows:  
this lease agreement replaces all previous  
except where indicated by "NO CHANGE".

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

1/23/2014  
Date

[Signature]  
Landlord/Agent



## Lease Agreement (Non-Smoking)

This Residential Lease Agreement (hereinafter "Agreement" or "Lease") is entered into between QUARTER 15CE SR. APARTMENTS (hereinafter "Landlord") and the following individuals, jointly and severally (hereinafter collectively Resident(s)): RICHARD JOASH

### REGULATIONS:

This Lease and your occupancy of the Premises are governed by the certain Governmental Regulatory Agreements and the California Tax Credit Allocation Committee's Affordability Restrictions (hereinafter called "Regulations") identified in the Property's Policy on Resident Selection.

Resident acknowledges receipt of the Policy on Resident Selection

(Tenant's Signature)

If any terms of this Lease are inconsistent or in conflict with the Regulations, then the Regulations shall control. A copy of the Regulations is available for inspection by you during normal business hours at the Property's Management Office at the Premises.

### INCOME CERTIFICATION AND RECERTIFICATION:

Your eligibility for this rental charge payment is based on information that you have provided to us regarding household income and assets. Each year, within 30 days after receiving notice from us, you agree to provide updated information on a form we provide you. You agree that all such information regarding household income and assets provided to us is true, complete, and correct to the best of your knowledge. You further agree that failure to provide such information, or providing false or misleading information, may result in the termination of your tenancy and eviction from the Premises. If you fail to provide the required information on time, you will be required to vacate the Premises. You agree that all information supplied by you shall be subject to inspection by official representatives from the Regulatory Agencies.

a. We may adjust the rental charges payment as allowed by the Regulations. We will give you 30 days' written notice prior to the effective date of any rental charges adjustment and will execute a Lease Amendment providing for the rental charges adjustment.

b. The Regulations require us to rent to households whose gross annual income is less than 60% of the Area Median Income Limit (adjusted for household size). As a result, the Property receives the benefit of the Welfare Tax... Welfare Exemption and loses this benefit for any unit when a Resident's income exceeds 80% of the Area Median Income Limit (adjusted for household size). In order to continue to receive the benefit of the property tax exemption (which helps this property maintain affordability for low income households), the Owner of this Property may require a household to pay an additional amount of rent when the annual gross household income exceeds 80% of the Area Median Income Limit (adjusted for household size) at the annual recertification. Any rent increase is subject to LIHTC program rules.

c. You agree to notify us immediately in writing if your household size changes, or you or another adult household member becomes a full-time student. We are required to terminate this Lease if we determine that your household's full-time student status does not meet the Regulations' rules.

d. You must fully cooperate and provide the necessary information requested of you by Landlord to expedite the annual recertification process. Failure to do so is a material breach of the terms of this Lease and may result in termination of your tenancy.

## FULL TIME STUDENTS:

The Tax Credit Regulations include references to Full Time Students. At any one given time, the unit shall not be occupied entirely by full-time students. If you become a Full Time Student you must notify management at once. Under certain conditions, a Full Time Student is not eligible to reside in the Property and be required to vacate the Premises.

## CONDUCT OF RESIDENT; COMPLIANCE WITH APARTMENT COMMUNITY RULES:

Resident(s) acknowledge receipt of a copy of the Apartment Community Rules ("Rules"), which Rules are incorporated into and made a part of this lease. Resident(s) agree to abide by said Rules in all respects. Any Rules may be changed on thirty days' notice and Resident(s) agree to abide by any such changes. Failure to comply with the Rules shall be deemed a breach of this Lease.

a. RESIDENT(S) UNDERSTAND AND AGREE THAT THIS PROPERTY IS A NON-SMOKING BUILDING AND THAT ALL RESIDENTS, GUESTS AND VISITORS SHALL NOT SMOKE OR ALLOW ANYONE TO SMOKE ON THE PREMISES.

b. Resident(s) agree not to harass, annoy, or endanger any other Resident, or commit waste in or about the Premises. Resident is responsible for the conduct of his/her/their guests or invitees while they are on the Property.

c. Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other Residents of the Property. These include, but are not limited to, the use, possession or sale of illegal drugs, and carrying or exhibiting firearms on the Property (except as required by law or job necessity). A Resident conducting any of the activities set forth hereinabove shall be deemed in violation of this Agreement, and said activity shall be grounds for termination of this Agreement with a Three (3) Day Notice to Quit.

d. Resident(s) agree not to harass, verbally abuse, denigrate or otherwise mistreat Landlord's employees, agents and/or contractors. Failure to abide by this policy is grounds for termination of the Lease.

## 1. LEASED PREMISES:

Landlord rents to Resident(s) the Premises located at 1490 MICHIGAN AVE, SAN MATEO, County, California. The Premises are located within the Apartment Community, commonly known as CHIMNEY ROCK APARTMENTS (hereinafter the "Apartment Community" or "Property") for use as a residence and for the purpose of Civil Code Section 1962(a)(1) the current on-site property manager is authorized to manage the Premises. The telephone number and street address at which personal service may be effected on this person is (650) 341-3367. 1510 MARINA VISTA. The person designated above, so long as he/she is employed at the property, is also the person authorized by the Owner of the Premises (hereinafter "Owner") to act and for on behalf of the Owner for the purpose of service of process and for the purpose of receiving and giving receipts for all notices and demands.

## 2. TERM:

a. Original Term. This Lease shall be for a period of NO change months, commencing on NO CHANGE NO CHANGE and ending on NO CHANGE, 2, unless sooner terminated as provided in this Lease or allowed by applicable law.

b. Delay of Possession. Resident(s) understand that, for reasons beyond the control of Landlord, Landlord may not be able to provide occupancy to Resident(s) on the commencement date if, for example, a tenant of the Premises who has given notice to leave cancels the notice or fails to leave by the scheduled date. If Landlord is unable to provide occupancy to Resident(s) by the scheduled commencement date, Landlord's liability in this event shall be limited to termination of this Agreement and Resident(s) shall be entitled to a prompt refund of any monies paid. Landlord shall have no liability to Resident(s) if there is a delay of possession other than promptly to refund any monies paid.



c. **Holding Over.** Any holding over by Tenant(s) at the expiration of the Lease term with the consent of Landlord shall create a tenancy from month to month on the same terms and conditions set forth in this Lease, subject to amendment by Landlord as set forth in Civil Code section 827 and terminable by either party on thirty days written notice in accordance with the provisions of California Civil Code section 1946, unless a longer notice period is required by applicable law.

**RENT:** Resident(s) shall pay to Landlord, as rent for the Premises, the sum of NO ~~\$1,200.00~~ each month. The name, telephone number and address of the person or entity to whom rent payments shall be made is NO CHANGE.

provided in this Lease, said sum shall be paid in full, in advance, on or before the first day of each month in the form of personal check, cashier's check or money order. If in any month the rent is paid after the fifth day of the month, payment must be in the form of cashier's check or money order. If Landlord serves Resident(s) with a three-day notice to pay rent or surrender possession, which Landlord may do on any date after the first day of the month, any payment tendered following service of said notice must be in the form of a cashier's check or money order. If any check given by a Resident(s) is, for any reason whatsoever, returned unpaid by the bank upon which it is drawn, all subsequent payments for the rest of Resident(s)' occupancy of the Premises (including the payment necessary to replace the dishonored check) must be in the form of cashier's check or money order unless Landlord agrees, in writing, to waive this requirement. It is Resident(s)' responsibility to be certain that each payment is actually received by Landlord on or before its due date. Use of a rental payment drop box is for Resident(s)' convenience - the risk of receipt of funds by Landlord when such box is used is Resident(s)', and not Landlord's, risk. The usual days and hours when rent payments may be made personally are Monday through Friday, 8 a.m. to 5 p.m.

**LATE CHARGE AND NSF CHARGE:** Landlord and Resident(s) agree that when Resident(s) fail to pay rent on time, or when Resident(s) pay rent by a check which is subsequently dishonored by the bank, the actual cost to Landlord is difficult or impossible to ascertain, but the parties agree that Landlord does, in the event of late payment or in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the late payment, etc. After making a reasonable endeavor to estimate accurately the approximate costs associated with such a breach, which both parties agree is difficult or impossible to ascertain, the parties agree that, any time the rent for any given month is paid after the fifth (5<sup>th</sup>) day of such month, Resident(s) will in that month pay to Landlord, as additional rent due with the late payment, a late charge in the sum of \$30.00 and further agree that, in the event of a dishonored check, Resident(s) will pay to Landlord, as additional rent due with the payment required to replace the dishonored check, a NSF fee in the sum of \$75.00. The parties agree that the payment of these sums does not constitute a license to pay rent late nor does it constitute a license to pay by dishonored check. Rent remains due on the first day of the month and there is no grace period for the payment of rent. A three-day notice to pay rent or quit may be served at any time after the first day of the month irrespective of the existence of the late charges as set forth in this paragraph. If such notice is served after the second day of the month, it may include the late charge and NSF charge, if applicable, which charges, as set forth above, are payable as additional rent.

**RENTAL PRO-RATION:** Resident(s) shall pay to Landlord, before taking occupancy of the Premises, one full month's rent in addition to a security deposit (see Paragraph #6). If Resident(s) take occupancy of the Premises on a day other than the first day of the month, Resident(s) shall also pay the sum of \$0.00 ~~\$100.00~~ for the first partial month of occupancy, as and for the pro-rated amount of rent to cover the period through the first day of the first partial month of occupancy. Commencing with the following month, a full month's rent shall be due each month on or before the first day of the month as stated in Paragraph #3 above. In the event of a conflict between the amount set forth in this paragraph and the amount which an arithmetic computation would yield based upon the rental rate set forth in Paragraph #3 above divided by thirty, with the result multiplied by the number of days in the pro-ration period, the amount determined by said arithmetic computation shall govern (i.e., if the amount set forth in this paragraph is computed incorrectly, any such arithmetic error shall not be binding - the amount owing shall be the amount resulting from a correct arithmetic computation of the pro-ration). In all instances where a pro-rated amount of rent is computed during this tenancy, a thirty-day month shall be assumed irrespective of the actual number of days in the month for which the pro-ration is computed.

e. **SECURITY DEPOSIT:** Resident(s) shall pay to Landlord, as security, the sum of NO CHANGE ~~\$1,200.00~~, which sum shall not exceed the maximum permitted by California Civil Code Section 1950.5. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code §1950.5 and any other applicable statutes.

Landlord shall not be obligated to pay the security deposit. The security deposit is applicable to all Resident(s) jointly, and Landlord does not account for the passing of the permissible statutory period after all Residents have vacated the Premises. Any refund due may be made payable jointly to all Resident(s) and it shall be the responsibility of all Resident(s) to work out between themselves the manner of dividing said security deposit. If Landlord chooses to make the refund to any of the Resident(s) individually (which need not be done until the statutory time has elapsed after all Residents have vacated the Premises), in legal contemplation the payment shall be deemed to have been made to all Residents and Landlord shall have no liability to any one or group of Resident(s) for failure of any Resident(s) equitably to divide such refund. If the security deposit is later increased by agreement of the parties for any reason (such as the installation of a satellite dish, a waterbed or relating to a pet), the additional security deposit will be disbursed by Landlord in accordance with this paragraph at the end of the statutory period following the end of Resident(s)' tenancy. Removal of the pet, satellite dish or whatever caused the increase in the deposit, will not be grounds for early disbursement of the security deposit.

7. **MOVE-IN PAYMENT:** Resident(s) shall pay to Landlord, at the time of move-in, the sum of \$ NO CHANGE. This amount is composed of the following sums:

of NO CHANGE through NO CHANGE. Landlord may require that this entire sum be paid in the form of cashier's check or money order. If Landlord accepts a personal or other non-certified check and the check is, for any reason whatsoever, returned unpaid by the bank upon which it is drawn, the entire amount shall immediately become due and payable and shall be considered rent so that Landlord may serve a three-day notice to pay rent or quit for the entire amount and, if Resident(s) does not comply with said notice, Landlord may utilize unlawful detainer procedures to evict Resident(s) from the Premises.

8. **OCCUPANCY:** The Premises shall be occupied only by the following persons:

Name: _____	Date of Birth: _____	Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____	Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____	Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____	Name: _____	Date of Birth: _____

No other persons have permission to occupy the Premises unless such permission is in writing and signed by Landlord or its authorized agent. Landlord's acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Resident(s) named above and shall not constitute permission for the person making the payment to occupy the Premises. Should any person not named above make any claim to right of possession of the Premises, any such person shall be deemed to be the guest or invitee of the named Resident(s) and their claim to right of possession shall be denied. Any person named above in this Paragraph #8 who is not also named above as a Resident and/or who is not a signatory to this Lease shall be deemed to be invitees of the named Resident(s), who are signatories to this Lease. Accordingly, if any such individual is not named in any unlawful detainer action to regain possession of the Premises, and if any such individual thereafter makes a claim to right of possession of the Premises, that claim shall be denied on the basis that said individual is the invitee of the named Resident(s) and does not have an independent claim to right of possession of the Premises.

9. **UTILITIES:** Payment of all utilities charges shall be the responsibility of Resident(s), with the exception of NO CHANGE which shall be paid by Landlord. With respect to the utilities charges listed above to be paid by Resident(s), Landlord shall not be liable for any charges resulting from excessive or unreasonable use of such utilities. If Resident(s) do make excessive or unreasonable use of such utilities, Landlord shall not be liable for any charges resulting from such use and said billing shall become due and payable, in full, as shown on the regular monthly rental payment on the first day of the month next following the date of such billing. In the event of a dispute as to any such charges, Resident(s) shall pay the disputed amount as required, but may file a Small Claims Court action for a

refund and, if such Court determines that the amount charged by Landlord is excessive, Landlord shall promptly refund any such overcharge. If Resident(s) fail to pay any utility charges that are to be paid by Resident(s), Landlord may, at its option, pay such charges to retain continuing utilities service. If Landlord does so, any such charges may be billed to Resident(s) by Landlord and said billing shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing.

**12 JOINT AND SEVERAL LIABILITY AND AUTHORITY:** All persons signing this Agreement as Resident(s) shall remain jointly and severally liable for all obligations arising under it, whether or not they remain in actual possession of the Premises. ~~The giving by any individual Resident of a notice of termination of tenancy shall not terminate the Lease as to that Resident unless all Residents vacate the Premises by the agreed date. Landlord may, however, treat any such notice as a notice binding against all Resident(s) of the Premises, and may institute such other proceedings against all Resident(s) if they do not restore possession of the Premises to Landlord on or before the end of the notice period.~~ Conversely, Landlord may, at its sole option, if one or more Resident(s) give notice but all Residents do not return possession of the Premises to Landlord within the notice period, continue the tenancy in effect and, if Landlord does so, all Resident(s), including the Resident(s) giving notice, shall remain fully liable for all obligations arising hereunder whether or not they remain in occupancy of the Premises.

**NOTICES:** Any notice that Landlord gives to Resident(s) shall be deemed properly served (whether or not actually received by Resident(s)) if served in the manner prescribed in Code of Civil Procedure Section 1162. Except as prohibited by law, if Landlord fails to serve the notice in accordance with the provisions of Code of Civil Procedure section 1162, but Resident(s) actually receive the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally served. Service upon any of the Resident(s) of the Premises shall be deemed valid service upon all Resident(s) - it is not necessary individually to serve each Resident unless otherwise required by law.

**ACCESS TO PREMISES:** ~~The parties agree that upon advance reasonable written notice to Resident(s), unless otherwise agreed to by Resident(s), Landlord shall have the right to enter the Premises during normal business hours for the purpose of (a) making desired, necessary or agreed repairs, decorations, alterations, improvements, or renovations to the Premises, to an adjacent unit or for the benefit of the building in which the Premises is located; (b) supplying necessary or agreed services; (c) showing the unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, or (d) for any other purposes permitted by California Civil Code §1954 (and any other applicable statutes or amendments which might be enacted subsequent to the execution of this Lease). The parties hereby agree that twenty-four (24) hours' notice is presumed reasonable, although both acknowledge that a shorter time period may also be reasonable under the circumstances. In the case of an emergency, or Resident(s)' abandonment or surrender of the Premises, Landlord or its agent may enter the Premises at any time without first securing Resident's prior permission. Resident(s) agree to permit Landlord access to the Premises in accordance with this Paragraph #12. Resident(s) agree that if they deny Landlord access to the Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident(s) with a three-day notice terminating the tenancy.~~

**MISSTATEMENTS ON APPLICATION:** Resident(s) have completed an application in connection with securing this Lease. Landlord has relied upon the statements set forth in said application in deciding to rent the Premises to Resident(s). It is agreed that, if Landlord subsequently discovers any misstatements of fact in the Resident(s) application, any such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident(s) with a three-day notice terminating the tenancy.

**USE OF PREMISES:** Resident(s) agree that the Premises are rented for residential use only. Resident(s) shall not use the Premises as a business address, nor shall Resident(s) conduct any business activities on the Premises. Conducting business activities includes, without limitation, using the Premises as a mailing address for a business enterprise, having a business telephone line in the Premises, having business clients meet with Resident(s) at the Premises, having business stationery setting forth the address of the Premises as a business address, assembling or manufacturing any product upon the Premises, or otherwise holding out the Premises as the address of any business. Resident(s) agree not to permit the Premises to be used for any illegal purpose, nor to engage in any illegal acts upon the Premises or upon the grounds of the Apartment Community. Resident(s) agree not to have any illegal narcotics in the Premises or on the grounds of the

Apartment Community. Resident(s) agree to reimburse and indemnify Landlord for all fines or other penalties incurred by Landlord as a result of any violation of this Lease by Resident(s), their guests or invitees. Resident(s) agree not to do anything to be done in the Premises that may be deemed hazardous or that will cause a cancellation of or an increase in the premiums for any insurance for the Apartment Community. Resident(s) agree not to deface or damage any part of the Premises or the Apartment Community or permit the same to be done or keep in the Premises any flammable or explosive materials or any substance considered dangerous, hazardous or toxic under any governmental law or regulation. Any violation of this provision shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident(s) with a three-day notice terminating the tenancy. Nothing set forth in this paragraph shall be deemed as disallowing any use of the Premises that cannot legally be prohibited.

15. **SMOKING:** Resident(s) understand and agree that this property is a non-smoking building and that all residents, guests and visitors shall not smoke or allow anyone to smoke on the premises. Pursuant to other provisions of this Agreement, Resident(s) agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident. Resident(s) are responsible for the conduct of guests or invitees while they are on the Property. Violation of this provision may result in the immediate termination of this Agreement as provided in this Lease and by law. Landlord, however, does not prohibit a resident from smoking free tobacco smoke while on the Property, and Landlord does not intend to discriminate against any person on the basis of race, sex, or ethnicity.

16. **ASSIGNMENT AND SUBLETTING:** Unless prohibited by local regulations, Resident(s) shall not assign this Lease nor sublet all or any part of the Premises. Permitting any person not named as an occupant or as a Resident in this Lease to occupy the Premises shall be deemed an improper subletting of the Premises and shall subject the tenancy to termination. Any attempted subletting or assignment in violation of this provision shall be void.

17. **LIQUID-FILLED FURNITURE AND AQUARIUMS:** Waterbeds and other liquid-filled furniture are allowed only under the regulations of California Civil Code Section 1940.5, which requires proper insurance coverage for waterbeds. A certificate of insurance evidencing waterbed coverage must be provided to Landlord prior to Resident bringing any liquid-filled furniture into the Premises. Resident(s) must provide Landlord with a least 24-hour written notice prior to the installation, removal or movement of any liquid-filled furniture and Landlord has the right to be present at the time of such installation, removal or movement. Installation movement and removal must be done in accordance with standards set by the manufacturer, retailer or state law, whichever provides the highest degree of safety. No aquariums over 10 gallons are permitted without prior written consent of Landlord. If Resident(s) installs any liquid-filled furniture, the Security Deposit shall be increased by \$100.00, which is non-refundable and shall be paid within half of one month's rent.

18. **MILITARY TRANSFER:** If any Resident is or becomes a member of the United States Armed Forces on extended active duty, a member of the State National Guard serving on full-time duty, or a civil service technician with a National Guard unit, and receive change-of-duty orders to depart from the local area for longer than ninety (90) days, or are relieved from such duty, Resident(s) may terminate this Lease by giving thirty (30) days prior written notice to Landlord, provided Resident is not otherwise in default. As condition to such termination, Resident will furnish Landlord with a certified copy of the official orders which warrant termination of this Lease.

19. **CONDITION OF PREMISES-ALTERATIONS:** Resident(s) have inspected the Premises and acknowledge that the Premises are in good and habitable order and repair at the time Resident(s) are given occupancy. Resident(s) agree not to make any alterations or improvements to the Premises without the prior written consent of Landlord. All additions, fixtures and improvements shall be Landlord's property and shall remain upon the Premises after the termination of the Lease unless Landlord, as a condition to Resident(s) making such alteration, requires that the Premises be restored to the condition existing prior to such alteration or addition. Resident(s) agree not to install additional or different locks or gates on any doors or windows of the Premises without written permission of Landlord. If Landlord approves Resident(s) request to install such locks, Resident(s) agree to provide Landlord with a key to the Premises.

**DUTY TO CLEAN AND VENTILATE:** Resident(s) hereby acknowledge that mold and mildew can grow in the Premises if the Premises are not properly maintained and ventilated. Resident(s) acknowledge that it is important that Resident(s) regularly allow air to circulate in the Premises. Resident(s) agree regularly to allow air to circulate in the Premises by using bathroom fan(s), using ceiling fans, where available, and regularly opening the windows and/or sliding doors where available. Since it is common for mold and mildew to grow if even a small amount of moisture builds up, Resident(s) also agree to clean all toilets, sinks, counter-tops, showers, bathtubs and tile or linoleum floors with a household cleaner on a weekly basis. Resident(s) further agree to notify Landlord immediately whenever Resident(s) learn of any condition which could lead to a build-up of moisture in Resident(s)' apartment, including, but not limited to, plumbing leaks, broken window or door seals, accumulation of rainwater or other moisture around windows or doors, broken water lines or sprinklers, inoperable fans, doors or windows and/or any failure or malfunction in the heating, ventilation or air-conditioning system in the Premises. If Resident(s) notice mold or mildew growing in the Premises, Resident(s) agree to notify Landlord, in writing, immediately. Any failure to comply with the provisions of this paragraph shall be deemed a material breach of this Lease.

**PACKAGE RELEASE:** Resident(s) give Landlord and its agent's permission to sign for and accept any parcels or letters that may be sent to Resident(s), whether anticipated or unanticipated, through UPS, Federal Express, Airborne, United States Postal Service, hand deliveries, or the like. Landlord does not accept any responsibility or liability for any lost, damaged, or unordered deliveries and Resident(s) agree to hold Landlord and Landlord's agents harmless from any loss or damage to any of Resident(s)' packages. Nothing in this paragraph, however, obligates Landlord to accept any packages on behalf of Resident(s) and Landlord may choose not to do so.

**PARKING:** Landlord shall not be liable for any damage or loss to motor vehicles of, or the contents of motor vehicles of, Resident(s) and/or Resident(s)' guests or invitees. Failure of Resident(s) or Resident(s)' guests or invitees to follow Community Rules and/or posted signs relating to parking and operation of vehicles will result in the towing of the offending vehicle at the cost of the vehicle owner.

**LIABILITY:** Landlord shall not be liable to Resident(s) or to any guests or invitees of tenant(s) for any damage or losses to person or property arising from any cause including, but not limited to, theft, burglary, assault, vandalism, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, insect infestation, earthquake, or any other condition over which the Landlord has no control.

**BEDBUGS:** Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Resident(s) have inspected the Premises prior to leasing and acknowledge there is no visible evidence of the presence or infestation of insects or vermin including bedbugs in the Premises. Resident(s) agree to maintain the Premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Resident(s) allow individuals or items carrying bedbugs into the apartment, or has repeated infestations that cannot be traced to another source, such will be deemed damage to the unit and Resident(s) will be responsible for the cost of treatment to their apartment, personal belongings and surrounding units as necessary to eradicate the infestation.

**DAMAGE TO PREMISES:**

a. If the Premises are damaged by fire, flood or other casualty, necessitating repairs that require Resident(s) to vacate the Premises for any length of time, in the sole and absolute discretion of Landlord, Landlord shall have the option either (1) to repair the damage or otherwise restore the Premises, with this Agreement continuing in full force and effect, or (2) give notice to Resident(s), at any time after such damage occurs or repairs become necessary, terminating this Agreement as of a date to be specified in such notice.

b. If the Landlord elects to terminate this Agreement shall expire and all improvements installed in the Premises shall terminate and Landlord shall have no obligation to pay lodging costs to Resident(s) after the termination date. Landlord shall not be required to repair any damage by fire or other cause or to make any repairs of any property installed in the Premises by Resident(s).

If Landlord elects to repair the damage and/or make the significant repairs and continue this Agreement in full force and effect, Resident(s) agree to vacate the Premises for the time necessary for the repairs to be completed and, if Resident(s) need to be absent for more than eight (8) hours in any twenty-four (24) hour period, relocate to alternative

housing of the Landlord's choosing. Landlord shall be responsible to pay for the alternative housing; however, Resident(s) will remain responsible for all rent while Landlord is paying for the alternative accommodations. If Resident(s) elect to relocate to lodging other than that designated by Landlord, then Landlord shall have no obligation to pay the cost of such lodging, which shall be the responsibility of Resident(s). Landlord shall give Resident(s) at least ten days written notice of the need to vacate the Premises which notice shall include Landlord's best estimation of the length of time Landlord anticipates Resident(s) will need to be absent from the Premises.

**26. SIGNIFICANT REPAIRS:**

a. If the Premises require significant renovations, improvements or repairs (such as, by way of example only and not by way of any limitation, tenting for termites, treating for pests or other vermin, replacing plumbing or electrical wiring, etc.) which require Resident(s) to vacate the Premises for any length of time, Resident(s) must vacate the Premises as needed and otherwise cooperate with Landlord in its efforts to perform the work. Landlord shall give Resident(s) at least ten days written notice of the need to vacate the Premises which notice shall include Landlord's best estimation of the length of time Landlord anticipates Resident(s) will need to be absent from the Premises.

b. Resident(s) shall be responsible for the time necessary for the work to be completed and, if Resident(s) need to be absent from the Premises for more than eight (8) hours in any twenty-four (24) hour period, relocate to alternative housing of the Landlord's choosing. Landlord shall be responsible to pay for the alternative housing; however, Resident(s) will remain responsible for all rent while Landlord is paying for alternative accommodations. If Resident(s) elect to relocate temporarily to lodging other than that designated by Landlord, then Landlord shall have no obligation to pay the cost of such lodging, which shall be the responsibility of Resident(s). Landlord shall give Resident(s) at least ten days written notice of the need to vacate the Premises which notice shall include Landlord's best estimation of the length of time Landlord anticipates Resident(s) will need to be absent from the Premises. Landlord shall be responsible to pay for the alternative lodging.

**27. DUTY TO COOPERATE:** Failure to vacate the Premises or otherwise cooperate with Landlord's efforts to conduct repairs, renovations or other improvements at the Property is a material breach of this Lease and grounds for termination of this Agreement.

**28. RENTER'S INSURANCE:** Landlord does not provide insurance for Resident(s)' personal property or automobile. Renter's insurance is designed to provide Resident(s) with reimbursement for loss, damage or destruction of their property, as well as coverage for additional living expenses incurred if the Premises, for example, become uninhabitable as the result of a fire. Such insurance can also protect Resident(s) from any liability claims resulting from their own personal activities. For example, if Resident(s)' negligence causes a fire, Resident(s) may be held responsible for the damage of the property of others, including Landlord's property. Resident(s) are encouraged to obtain renter's insurance in an amount sufficient to cover any personal possessions of Resident(s) together with a reasonable level of liability coverage of the actions of Resident(s) or Resident(s)' guests or invitees.

**29. SAFETY CONCEPTS:**

a. Landlord makes no representation or warranty as to the safety of the Premises or the Apartment Community. Landlord is under no obligation to Resident(s) to provide any security or any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Resident(s) are responsible for planning and taking action with respect to the safety of Resident(s) and their property as if such systems and deterrents did not exist.

b. Landlord has no obligation to obtain criminal background checks on any Resident(s) and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Landlord has actually run a criminal background check on applicants. Resident(s) shall not rely on the fact that Landlord may have run a criminal background check on Resident(s) or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and does not guarantee that a person with a criminal background does not reside at the Apartment Community. Landlord has no intent and does not make any representations as to the background of any existing or future resident and Landlord is under no obligation to run background checks on any existing resident or future applicant.

Resident(s) agree to report immediately all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Landlord, and shall provide Landlord with such law enforcement agency's incident report number upon request.

**SUBORDINATION:** This Lease and all rights of Resident(s) arising under it are expressly agreed to be subject and subordinate in all respects to the lien of any present or future mortgages which are or may be placed upon the Property and to all other rights acquired by the holder of any such mortgage(s). As used in this paragraph, the term "mortgage" shall include deeds of trust or any similar security interest.

**SUCCESSORS IN INTEREST:** If the Property is sold or the ownership interest otherwise transferred, the successor in interest of Landlord shall be deemed the assignee of all rights arising under this Lease, and shall be entitled to enforce the provisions of this Lease against Resident(s). Nothing in this provision shall be construed as conflicting or superseding the foregoing subordination or as requiring a continuation of the tenancy in the event of a foreclosure or other involuntary transfer of ownership.

**MEGAN'S LAW DATABASE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender'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. Since the information is equally available to residents and Landlord, and Landlord cannot discriminate against registered sex offenders pursuant to Penal Code Section 290.46 *et seq.*, Landlord has not made any inquiry of any applicant or resident as to whether he or she is a registered sex offender. Resident(s) are advised to take whatever reasonable and lawful actions Resident(s) believe necessary to protect household members or guests against any potential harm. This includes talking to any children or individuals with a diminished capacity about how to deal with strangers and similar topics. Resident(s) are advised that Landlord may not notify Resident(s) if Landlord learns or is advised that a registered sex offender is living in the Apartment Community. The existence of registered sex offenders in the Apartment Community is not grounds for breaking this Agreement.

#### CONDUCT OF RESIDENT: COMPLIANCE WITH APARTMENT COMMUNITY RULES:

Resident(s) have received a copy of the Apartment Community Rules ("Rules"), which Rules are incorporated into and made a part of this Lease. Resident(s) agree to abide by said Rules in all respects. Any Rules may be changed on thirty days' notice and Resident(s) agree to abide by any such changes. Failure to comply with the Rules shall be deemed a breach of this Lease.

Resident(s) agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Premises (Apartment Community). Resident(s) are responsible for the conduct of their guests or invitees while they are on the Property.

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Property. These include, but are not limited to, the use, possession or sale of illegal drugs, and carrying or exhibiting firearms on the Property (except as required by law or job necessity). A resident conducting any of these activities shall be deemed in violation of this Agreement, and said activity shall be grounds for termination of this Agreement with a three-day notice to quit.

Resident(s) further agree not to harass, verbally abuse, denigrate or otherwise disrespect Landlord's employees, agents and/or contractors. Failure to abide by this policy will result in a written warning and will be grounds for termination of this lease if there are future violations.

**PETS.** No pets are permitted without the prior written consent of the Landlord. Any such consent may be revoked at any time, with or without cause, by giving ten (10) days' written notice. Except to the extent written permission is given, pets may not be brought upon the Premises, whether such pets belong to Resident(s) or to any other person. The presence of any pets as to which written permission has not been given and is not currently in force, even if such pets are "just visiting", shall be deemed a material and incurable breach of this Lease and shall be cause for the service of a three-day notice terminating the tenancy. This policy does not apply to service animals.



35. **SMOKE DETECTORS:** Resident(s) acknowledge that the Premises are equipped with smoke detectors and carbon monoxide detectors (detectors) if required by law. Resident(s) agree to test the operability of such detectors and to report immediately to Landlord, in writing, any defects in the condition of any detectors. Resident(s) further agree that, if the detector(s) is/are battery operated, Resident(s) shall be responsible to: (a) ensure that the battery is in operating condition at all times; and (b) ensure that the detector(s) is/are replaced as provided by law).

36. **SATELLITE DISHES:** If Resident(s) choose to install an individual satellite dish on the Premises, it must be one meter [approximately 3 feet, 3 inches] or less in diameter or a traditional stick type antenna. Resident(s) may not install a satellite dish or antenna in any common areas; drill holes through walls, roofs, railways or glass; or mount a satellite dish or antenna in a manner that will cause more than ordinary wear and tear to the Premises.

a. Resident(s) must pay an additional deposit of \$ NO CHARGE to cover potential damage to the Premises and the Apartment Community. This additional deposit will be returned to Resident(s) after Resident(s) vacate the Premises, provided the damage caused by the dish or antenna is only reasonable wear and tear.

b. **Assumption of the Risk:** Resident(s) assume all risk and responsibility for any injury or property damage caused by the installation, operation or removal of the dish or antenna, including any damage caused by Resident(s) or Resident(s)' guests or invitees attaching the dish to the Premises.

c. **Renter's Insurance:** Because satellite dishes are susceptible to wind or being knocked over by occupants in the Apartment Community, Resident(s) must have renter's insurance that covers the dish and the damage caused by the operation and removal of the dish. Resident(s) must provide evidence of such insurance to Landlord.

37. **INDEMNITY/HOLD HARMLESS:** Resident(s) agree to indemnify and hold Landlord harmless and to indemnify Landlord for any costs of defense from any claims arising out of any death or injury to any person, or any damage to property, if such injury or damage is caused directly or indirectly by the act, omission, negligence, or fault of Resident(s) or Resident(s)' guests or invitee(s).

38. **ASBESTOS DISCLOSURE, OPERATION AND MAINTENANCE PROGRAM:**  
Applicable only if checked here ☐ (must be checked if building is constructed prior to 1991 or if Landlord knows or believes there is asbestos on the Premises.)

a. Asbestos is a mineral on the list of chemicals known to the State of California to cause cancer. Asbestos is present in the sprayed-on acoustic ceiling material (which has a "cottage cheese" appearance) on the Premises and in hallways and other areas in the building in which the Premises is located. Asbestos may also be present in other materials in the Premises and the building, including the insulation fireproofing and floor tiles.

b. Landlord has instituted operations and a maintenance program directed at maintaining the Premises in accordance with any applicable state and federal safety requirements. Landlord's operations and maintenance program is designed (among other things) to prevent release of asbestos fibers from the Premises and to prevent damage to asbestos-containing material, maintain the conditions of asbestos-containing material, and to prevent maintenance, renovation and construction activities. No matter how small the percentage of asbestos material may be, Resident(s) and Resident(s)'s invitees shall comply with such rules and regulations as Landlord from time to time may prescribe in connection with Landlord's operations and maintenance program, including, without limitation the following:

i. **Hazardous materials:** Resident(s) shall not take or allow any action which in any way damages or disturbs all or part of the ceiling or floor tiles in the Premises, including, but not limited to: piercing the surface of the ceiling or floor tiles by drilling or any other method; hanging plants, mobiles or other objects from the ceiling; allowing any objects to come into contact with the ceiling; permitting water or other liquid to come into contact with the ceiling; painting or undertaking any repairs or improvements with respect to the ceiling;

ii. Resident(s) shall notify Landlord immediately in writing (a) if there is any damage to or deterioration of the ceiling or floor tiles in the Premises, including, without limitation, loose, cracking, crumbling, delaminated material, water leaks, or stains in the ceiling or floor tiles, or (b) upon the occurrence of any of the activities described in the preceding paragraph.



Signature of Resident(s)

Richard Yoash  
Printed name(s)

Signature of Resident(s)

Printed name(s)

Signature of Resident(s)

Printed name(s)

Signature of Resident(s)

Printed name(s)

**LEAD-BASED PAINT DISCLOSURE AND WARNING:**

Applicable only if checked here ☐ (must be checked if building is constructed prior to 1978 or if Landlord knows or believes there to be lead-based paint on the Premises.)

**Lead Warning Statement.** Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially dangerous for young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead based paint hazards in the dwelling. Resident(s) must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure (check appropriate box or boxes).

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.

Landlord has no reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises.

Landlord knows that lead-based paint and/or lead-based paint hazards are present in the Premises (explain)

Landlord has reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises and has provided Resident(s) with all available records and reports, which are attached to and made a part of the Lease. (List documents)

**Resident(s)' Acknowledgment**

Resident(s) have received copies of all information listed above, if any.

Resident(s) have received the pamphlet *Protect Your Family from Lead in Your Home*.

Signature of Resident(s)

Richard Yoash  
Printed name(s)

Signature of Resident(s)

Printed name(s)

Signature of Resident(s)

Printed name(s)

Signature of Resident(s)

Printed name(s)

**PROPOSITION 65 WARNING:** The Premises as well as the common areas in and around the Apartment Community contain at least one of the following chemical(s) known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components. More information on specified

41. **EVENTS OF DEFAULT:** Resident(s) shall be guilty of material breach of this Lease if Resident(s): (a) fail to pay any rent or other sums payable under this Lease on the date it becomes due; (b) default in the performance of or breach of any other provision, term, covenant or condition of this Lease; (c) vacate or terminate the premises before expiration of the full term of this Lease, or any extension of the term; (d) permit the premises or interest of Resident to be levied upon or attached by process of law; or (e) make an assignment for the benefit of creditors.

42. **WAIVER:** Landlord shall not be deemed to have waived any right to enforce any provision of this Lease by exercising any right arising under this Lease, or by accepting rent on any occasion, or by failing to enforce any provision of this Lease on any occasion. Such provision or to insist upon any such right. The acceptance of rent on any occasion shall not be deemed a waiver of Landlord's right to insist upon timely payment of rent or to enforce any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Landlord to enforce any provision of this Lease.

43. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to the provisions of this Lease. This provision shall be interpreted in its strictest sense irrespective of the relative hardship to the parties.

44. **ATTORNEY'S FEES:** In the event of any litigation relating to this Agreement or the rights or liabilities of any party arising under this Agreement, the prevailing party of such litigation shall be entitled to its costs, including reasonable attorneys' fees incurred in such litigation, not to exceed a maximum total of \$5,000 in costs and fees. If any such litigation is dismissed prior to trial, the parties agree that there shall be no prevailing party for purposes of an award of attorney's fees and/or costs. An unlawful detainer action shall be considered an action relating to this Lease and thus subject to this provision.

45. **ENTIRE AGREEMENT:** This Lease and the attachments thereto constitute the entire agreement between the parties set forth in it. It shall not be altered nor modified in any way by any verbal agreement or representation made by any signatories to this Lease. No verbal agreements or representations have been made or made orally by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Lease by any verbal representations or agreements to be made subsequent to the execution of this Lease. The foregoing notwithstanding, if Resident(s) hold over after the expiration of the Lease term on a month-to-month holdover basis, Landlord may change any provision of this Lease without the consent of Resident(s) in the manner prescribed by California Civil Code section 827.

46. **SEVERABILITY:** If a provision or paragraph of this Lease is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Lease will remain in effect. To the extent that any provision of this Lease is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Lease is hereby inserted as an additional provision of this Lease, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

47. **ATTACHMENTS:** The following attachments are hereby incorporated into this Lease as if they were set forth in all respects. Any failure to comply with any of the attachments shall be deemed a breach of this Lease.

<input checked="" type="checkbox"/>	Apartment House Rules	<input checked="" type="checkbox"/>	Parking Space Agreement
<input checked="" type="checkbox"/>	Mold Notification Agreement	<input checked="" type="checkbox"/>	Hazardous Substance Disclosure
<input checked="" type="checkbox"/>	LIHTC Lease Rider	<input checked="" type="checkbox"/>	Acknowledgment of Pest Control Notice
<input checked="" type="checkbox"/>	Proposition 65 Warning Q & A	<input checked="" type="checkbox"/>	California's Proposition 65 Warning (Pamphlet)
<input checked="" type="checkbox"/>	Unit Inspection Report	<input checked="" type="checkbox"/>	PG&E Form
<input checked="" type="checkbox"/>	Move-Out Charge Summary	<input checked="" type="checkbox"/>	Smoke Detector & Carbon Monoxide Detector Agreement
<input checked="" type="checkbox"/>	Emergency Procedure Information for Tenants		

Other Addendums (if applicable):

Satellite Dish Agreement

Pool and Spa Rules

Grievance Procedure

Protect Your Family From Lead in Your Home (Booklet)

~~Pet Agreement~~

~~Multifamily Housing Program (MHP)~~

~~Lead-Based Paint~~

**NON-DISCRIMINATION:** There shall be no discrimination against or segregation of, any persons on account of race, creed, religion, sex, sexual orientation, marital status, family status (minor children or no minor children), national origin, ancestry, disability or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall the Landlord or any person claiming under or through Landlord, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of residents, lessees, subtenants, sub-lessees or vendees of the Premises.

**REASONABLE ACCOMMODATION:** A disabled person, for all purposes under this Lease, shall be provided reasonable accommodations to the extent necessary to provide the disabled person with an opportunity to use and occupy the Premises in a manner equal to that of a non-disabled person. This paragraph shall constitute notice that Resident(s) may at any time during the term or any renewal of this Lease request reasonable accommodation. If Resident(s) or a household member requires an accommodation, he or she should contact Landlord to engage in an interactive process with respect to the accommodation request.

**SIGNATORIES:** The undersigned Resident(s), whether or not in actual possession of the Premises, are jointly and severally responsible for all obligations arising under this Lease (see Paragraph #10 above). This Lease shall not be considered in full force and effect until signed by Landlord or Landlord's authorized agent. Landlord may, without liability, refuse to enter into this Lease and may refuse to allow Resident(s) to occupy the Premises at any time prior to signing this Lease. Anything to the contrary in this provision notwithstanding, Resident(s) shall be fully liable for all obligations arising under this Lease, and Landlord may enforce the provisions of this Lease as against Resident(s) if, for any reason or by any means, Resident(s) obtain occupancy to the Premises before such time as this Lease has been signed by Landlord or Landlord's authorized agent.

Dated 1/23/2014

By: Westlake Realty Group, Inc., Landlord's Agent

Resident

By: Property Manager

Resident

Resident

Resident

Resident

**THREE DAY NOTICE TO PERFORM COVENANT OR QUIT**  
(C.C.P. Section 1161 Subsection 3)

TO: Richard Yoash  
\_\_\_\_\_ and all tenants in possession:

**PLEASE TAKE NOTICE** that you are in violation of the terms of your Lease/Rental agreement for the premises located at:

1490 Miramar

Apartment 216

San Mateo, CA 94404

**IN THAT**, the Lease/Rental Agreement conditions set forth below are being breached as follows:

1. Conditions and/or covenants breached of the Lease/Rental Agreement:

Page 1 of your lease states, in part: Each year, within 30 days after receiving notice from us you agree to provide updated information on a form we provide you. You agree that all such information regarding household income and assets provided to us is true, complete, and correct to the best of your knowledge. You further agree that failure to provide such information, or providing false or misleading information, may result in the termination of your tenancy and eviction from the Premises. If you fail to provide the required information on time, you will be required to vacate the Premises. You agree that all information supplied by you shall be subject to inspection by official representatives from the Regulatory Agencies.

2. Specific facts of breach(s) and/or violation(s):

On May 9, 2014 I delivered a letter to the carrier just outside your door, asking you to come in and sign your recertification forms. You did not. On May 15<sup>th</sup> I sent a second request, asking you to come to my office and to sign your paperwork for the July 2014 Annual Recertification. You did not. On June 9 I completed a new set of forms and delivered them in a letter to the carrier right outside your door, asking that you complete the forms and sign them. On Tuesday, June 24, 2014 I found you had returned all forms with a statement that you would not sign them. Instead of signing them you wrote lots of sentences and figures all over them.

You must come to my office within the next 3 days and sign your 2014 Recertification documents. I also have attached a fresh set of documents to this notice. You must complete the Tenant Income Certification Questionnaire: just answer yes or no to each question and add the amount of each of your monthly checks to the far column on those two pages. You must sign the Tenant Income Certification and not add anything additional or cross anything out on that form. Simply sign it.



**WITHIN THREE DAYS** after service upon you of this Notice, you are required to perform or otherwise comply with above-mentioned condition(s) and/or covenant(s) or **QUIT AND DELIVER UP POSSESSION OF THE PREMISES.**

**YOUR FAILURE** to comply with this Notice will result in the immediate institution of legal proceedings against you to recover possession, attorney's fees, and court costs.

Dated: 6/27/2014

By: [Signature]  
Landlord/Agent



**DECLARATION OF SERVICE OF NOTICE TO RESIDENT  
(PROOF OF SERVICE)**

I, the undersigned, declare that at the time of service of the notices herein referred to, I was at least eighteen (18) years of age, and that I served the following Notice:

- ☐ Three (3) Day Notice to Pay Rent or Quit  
☐ Thirty (30) Day Notice of Termination of Tenancy  
☐ Sixty (60) Day Notice of Termination of Tenancy  
☒ Other (3) Day Notice to perform covenant or quit

On the following resident/s: Richard Yoash

On the 27 day of June, 20 14

☐ **BY DELIVERING** a copy for each of the above-named resident(s) (PERSONALLY); **AND MAILING** by first class mail on said date a copy to each resident(s) by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.

OR

☐ **BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;

**AND MAILING** by first class mail on said date a copy to each resident(s) by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.

~~OR~~

~~☒ **BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described there being no person of suitable age or discretion to be found at any known place of residence of said resident(s);~~

~~**AND MAILING** by first class mail on said date a copy to each resident(s) by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.~~

I declare, under penalty of perjury, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 27 day of June, 20 14  
at San Mateo, California.

Frances Rothstein  
(Name of Declarant)

  
(Signature of Declarant)

