

THE PENTHOUSE

1530 Constitution Blvd. Salinas, CA 93905
831.443.3536

LEASE AGREEMENT

MONTH TO MONTH RENT FOR THIS UNIT IS:	\$0.00
Other Monthly Charges	\$0.00
Identify: 0	
Monthly Lease Discount (MTM Charge)	\$0.00
0 Total Monthly Charge:	\$0.00
Early Term Fee - see section 1f & 1g	

Security Deposit (Refundable):	\$0.00
Pet Deposit (Refundable):	\$0.00
Application Fee(s):	\$0.00
Late Charge	\$100.00
Returned Check Charge not to exceed:	\$35.00
After Hours Key Charge:	\$100.00

____ (Resident) _____ (Resident) _____ (Resident)
 _____ (Resident) _____ (Resident) _____ (Resident)

1. **LEASE PREMISES:** Landlord rents to Resident(s) the premises located at 0 Constitution Blvd. Salinas, CA 93905 PH # 0 in Monterey County (hereinafter "the Premises"), which is located within the Apartment Community, commonly known as The Penthouse for use as residence and for no other purpose. Pursuant to Civil Code Section 1962(a)(1) the Company's Registered Agent is authorized to manage the premises, whose telephone number and street address at which personal service may be effected is:
 Thrust IV Management 1975 W El Camino Real, Ste205, Mountain View CA 94040 650-969-7722

- a. Original Term. This lease shall be for a period of 0 and ending on, _____ unless sooner terminated as provided in this Lease.
- 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 former tenant of the Premises who has given notice to leave cancels the notice or fails to leave by the scheduled date. If, for any reason, Landlord is unable to provide occupancy to Resident(s) by the scheduled commencement date, Resident(s)' remedy 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 to promptly refund any monies paid
- c. Termination-End of Term: Residency may be terminated at the end of the lease term by giving 30 day written notice of intent to vacate the premises.
- d. 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 herein, 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.
- e. Damage or Destruction. If the Premises is made uninhabitable by fire, flood, natural disaster, or other casualty, Landlord may, at its sole election, either (1) terminate the lease as of the date of the damage or destruction by notice to Resident(s) within thirty days of the damage or destruction; or (2) repair and restore the Premises. If the Landlord elects to repair and restore the Premises, unless the fire or such other causality is due to the negligence or misconduct of Resident(s) or any guest, visitor or invitee of Resident, such repair and restoration of the structure will be at the expense of the landlord and rent shall be abated on a per diem basis while the Premises is uninhabitable. Landlord is not responsible for the repair or restoration of any of Resident(s)' personal property. Landlord and Resident(s) each waive the provisions of California Civil Code Sections 1932(2), 1933(4) and any other applicable existing or future law with respect to damage or destruction of leased premises or termination of a lease agreement based upon damage or destruction under any circumstances other than as provided in this paragraph.
- f. Early Termination. You may terminate this lease before the expiration of the initial lease term by giving sixty (60) days written notice, and paying all monthly and one-time concessions as noted in section (g) below at the time notice to vacate the apartment is given.
- g. Concessions: In the event this lease is terminated prior to the ending date, resident acknowledges the following concessions were received. Resident further acknowledges and agrees to pay all sums listed below upon notice of early termination of the lease agreement.

Monthly Lease discount: \$0.00 Payable for each month during the dates lease was in effect or occupied, whichever is greater
 Move in Concession: \$0.00 One Time special incentive

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2. **RENT:** Resident(s) shall pay to Landlord, as rent for the Premises, the sum of \$0.00 each month. The name, telephone number and address of the person or entity to whom rent payments shall be made is: _____ CreekBridge Apartments _____ at 1701 Independence _____, Salinas, CA 93906 Phone: 831.443.3536

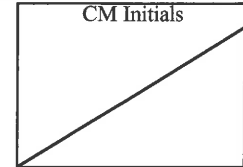
Except as otherwise provided herein, said sum shall be paid in full, in advance, on or before the first day of each month in the form of personal check, cashier's check or money order. Rent payment must be made by one check or money order, even if there is more than one resident. If Resident(s) cannot pay rent by the first day of the month, resident(s) must contact management **on or before the first day of the month** to arrange payment. 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 second day of the month, any payment tendered following service of said notice must be in the form of cashier's check or money order. If any check given by Resident(s) is, for any reason whatsoever, returned unpaid by the bank upon which drawn, all subsequent payments for the balance 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 - in this connection it is recommended that Resident(s) personally deliver the payment to the leasing office and request a

receipt. 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 - Saturday: 8:30 a.m. to 5:30 p.m.

- 3. LATE CHARGE AND NSF CHARGE: Landlord and Resident(s) agree that the actual cost to Landlord 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, 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. The parties accordingly agree that, anytime the rent for any given month is paid after the fifth 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 \$100 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 maximum NSF fee in the sum of \$35. 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

Initial: _____



PG& E Account # _____ CA Water Account # _____

on the first day of the month. After one check is returned unpaid by the bank, all future payments must be made in the form of cashier's check or money order. A three-day notice to pay rent or quit may be served at any time after the second day of the month irrespective of the existence of the late charges as set forth herein. If such notice is served after the second day of the month, it may include the late charge (or NSF charge, if applicable) which charges, as set forth above, are payable as additional rent.

- 4. RENTAL PRO-RATION: Resident(s) shall pay to Landlord, before taking occupancy of the Premises, one full month's rent (if move-in is in or after the twenty-fifth of the month) in addition to a security deposit (see Paragraph #5) and prorated rent. If resident(s) shall move-in on or before the twenty-fifth of the month, a pro-rated rent in addition to a security deposit is owed to the landlord. 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 on 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.

- 5. SECURITY DEPOSIT: Resident(s) shall pay to Landlord, as security deposit, the sum of \$0.00 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 Resident(s) interest in connection with such security deposit. It is understood that the security deposit is applicable to all Resident(s) jointly, and need not be accounted for until the permissible statutory period after such time as all Residents have vacated the Premises. Any refund due at such time 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) to equitably divide such refund.

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- 6. MOVE-IN PAYMENT: As provided in paragraph 4 above, Resident(s) shall pay to Landlord, at the time of move-in, the sum of \$1,945.00 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 said check is, for any reason whatsoever, returned unpaid by the bank upon which 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.

- 7. OCCUPANCY: CreekBridge allows persons under the age of twelve (12) months old to occupy the apartment without affecting the current occupancy guidelines. If a person exceeds the twelve (12) month age within the initial or renewal lease term, all residents and occupants will be asked to vacate that apartment at the end of the lease term if the number of persons in that apartment has exceeded the maximum occupancy standard. The Premises shall be occupied only by the following persons:

<u>Names:</u>	<u>Birth dates</u>	<u>Names:</u>	<u>Birth dates</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 #7 who is not also named above as a Resident and/or who is not a signatory to this Lease shall be deemed to occupy the Premises under the named Resident(s) who are signatories to this Agreement and shall thus be deemed the invitees of said named Resident(s). Accordingly, should any such individual not be named in any unlawful detainer action to regain possession of the Premises, and should any such individual thereafter make 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.

- 8. UTILITIES: Payment of all utilities charges shall be the responsibility of Resident(s), with the exception of garbage which shall be paid by Landlord Resident(s) hereby agrees to pay the electric, gas and water bills for the apartment leased beginning on the move in date specified in the Lease Agreement. Resident(s) understands and agrees to the following:

- 1. It is Resident(s) responsibility to notify the local Service Companies to provide service in Resident(s) name to the leased apartment.
- 2. Failure to notify the local electric and water service companies as mentioned above may result in NO ELECTRIC, GAS OR WATER SERVICE
- 3. Resident must provide Owner with resident(s) account number for electric and water service prior to move-in

4. Resident(s) will notify owner of any termination of electric and/or water service for any reason, including vacating the apartment.

5. Resident(s) indemnifies owner against all charges for electric & water service during the term of Resident(s) occupancy of the apartment. Resident agrees to furnish electric, gas and water service to the apartment at resident's expense. If management is billed for these services, resident agrees to reimburse management \$5.00 per day per utility until such time that billing has ceased.

CM Initials

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9. **JOINT AND SEVERAL LIABILITY AND AUTHORITY:** All persons signing this agreement as Resident(s) shall remain jointly and severally liable for all obligations arising hereunder, 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 unlawful detainer proceedings against all Resident(s) in the event that 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, in the event that one or more Resident(s) give notice but all Resident(s) 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.

10. **NOTICES:** Any notice which 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. 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 to individually serve each Resident.

11. **ACCESS TO PREMISES:** The parties agree that, with at least twenty-four (24) hours advance 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, 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). In the case of an emergency, or Resident(s) abandonment or surrender of the

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12. 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. Resident(s) agree that, should 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.

13. **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, should Landlord subsequently discover 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.

14. **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) additionally 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 complex. Resident(s) agree not to have any illegal narcotics in the Premises or on the ground of the apartment complex. Resident(s) further agree not to harass, annoy or endanger any other Resident of the Apartment Community or their guests or create any nuisance in the Apartment Community. Resident(s) also agree not to do or permit anything to be done in the Premises that may be deemed hazardous or which will cause a cancellation of or an increase in the premiums for any insurance for the Apartment Community. Resident(s) additionally agree not to deface or damage any part of the Premises or the Apartment Community or permit the same to be done or keep any flammable or explosive materials or any substance considered dangerous, hazardous or toxic under any governmental law or regulation in the Premises. 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.


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

16. **CONDITION OF PREMISES-ALTERATIONS:** Resident(s) have inspected the Premises and acknowledge that the same is 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, consents to such alterations or additions and requires that the Premises be restored to the condition existing prior to such alteration or addition.

17. **MOLD AND MILDEW INFORMATION:** Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the apartment. Resident also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction of the heating, ventilation or air conditioning system in the Unit; and (iv) any inoperable doors or windows.

Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as personal injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Addendum. Landlord knows of no damp or wet building materials, and knows of no mold or mildew contamination. Accordingly, Landlord and Resident(s) agree that in the event mold or mildew grows in the Premises, it will be presumed that such growth is the result of Resident(s) neglect. 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 requirements of the Paragraph shall be deemed a material breach of this Lease.

18. **PACKAGE RELEASE:** Resident(s) give Landlord and it's agents permission to sign 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, with the exception of certified mail delivered through the United States Postal Service. Management does not accept any responsibility or liability for any notification, 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.
 19. **MAIL BOX:** The postal service prohibits management from any access to mail boxes. Resident is solely responsible for all mail box keys. Resident is advised to contact the U.S. Postal Service to obtain keys to the mail box.
 20. **USE OF FITNESS CENTER:** Resident(s) understand and agree that before using any health, fitness or recreational equipment at the Premises, Resident(s) must sign the Fitness Center and Recreational Facilities Release of Liability attached as an Addendum to the Lease Agreement. Resident(s) understand and agree that they cannot use any health, fitness or recreational equipment available at the Premises if Resident(s) do not execute the Release.
 21. **PARKING:** During the term of this Lease, Resident(s) shall have the right to occupy a parking space located in a garage or carport as provided by the Landlord. If Landlord assigns Resident(s) a specific parking space, Resident(s) understand and agree that Landlord may change the assigned space at anytime for any reason upon twenty-four (24) hours notice to Resident(s). Parking spaces are to be used for automobiles or passenger trucks only. If Resident(s) desire to store any other type of vehicle on the Premises, Resident(s) must obtain prior written approval from Landlord. Use of any parking space on the Premises by Resident(s) is at the sole risk of Resident(s) and, to the maximum extent permitted by law. Landlord will have no liability to Resident(s) for any damage caused to Resident(s) person or property as a result of use of a parking space. Resident(s) further agree to indemnify, defend and hold Landlord harmless against any liability to Resident(s) or any other person(s) for any claims, damages or costs (including attorneys' fees) arising from damage to or loss of or theft of any automobile or other property (including property of Resident(s) or injury or death of any person arising directly out of or in any way in connection with the use by Resident(s) or Resident(s)' family, guest, agents, employees, visitors or licensees of a parking space on the Premises or any part of a parking garage or other parking structure affiliated with the Premises. All vehicles parked on the Premises must be properly registered, licensed and in good working order. Any vehicles on the Premises in violation of this paragraph may be towed, without notice, at the vehicle owner's expense.
 22. **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, interruption of utilities, earthquake, or any other cause not directly caused by the willful acts of Landlord.
 23. **RENTER'S INSURANCE:** Landlord does not provide insurance coverage 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 should 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, should Resident(s)' negligence be the cause of a fire, Resident(s) may be held responsible for the damage of the property of others, including Landlord's property. It is strongly recommended that Resident(s) 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.
 24. **SUBORDINATION:** This Lease and all rights of Resident(s) arising hereunder 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 of Landlord or assigns of Landlord and to all other rights acquired by the holder of any such mortgage(s). As used herein, the term "mortgage" shall include deeds of trust or any similar security interest
- Initial: _____
- CM Initials


25. **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 hereunder, and shall be entitled to enforce the provisions of this Lease as 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.
 26. **MEGAN'S LAW DATABASE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a 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 is 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.
 27. **LEASE ADDENDUM-APARTMENT COMMUNITY POLICIES:** Resident(s) acknowledge receipt of a copy of the Apartment Community Policies (Policies" and/or "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. Any failure to comply with the Rules shall be deemed a breach of this Lease.
 28. **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.
 29. **SMOKE DETECTOR:** Resident(s) acknowledge that the Premises are equipped with operable smoke detectors. Resident(s) agree not to interfere with the presence or operability of such smoke detectors. Resident(s) further understand and agree that Resident(s) are responsible for testing smoke detector on a monthly basis and are obligated to immediately report to Landlord, in writing, any defects in the condition of any

smoke detectors. Resident will regularly perform the manufacturers recommended test to determine if the detector(s) are working properly. Resident(s) must inform Management immediately of any defect, malfunctions or failure of any detector(s). Management shall inspect as required by statute and and Resident(s) shall allow Management access to the apartment for that purpose.

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30. **INSTALLATION OF SATELLITE DISHES:** On November 20, 1998 the FCC ruled that a resident living in an apartment home can install over-the-air reception devices (dishes) inside or on that portion of the apartment home they actually lease and is under their direct possession and control. The FCC ruling also allows the leasing office to reasonably restrict the use of satellite dishes for reasons such as safety or to protect from excessive damage to the apartment. To both honor the FCC ruling and to maintain the safety and appearance of the community, we require that you abide by the following rules:
- a. Resident(s) must notify the leasing office of Resident(s) request to install a satellite dish in the apartment home 10 or more days prior to the date of installation. Resident(s) must advise management of the desired installation location and how the dish will be installed. A maintenance person will inspect Resident(s) apartment home to confirm that the location desired conforms to FCC regulations and the community's policy. \
 - b. If Resident(s) choose to install an individual satellite dish at the unit, 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/antenna in a manner that will cause more than ordinary wear and tear to the Premises.
 - c. Resident(s) must install the dish in the premises that Resident(s) leases. The dish cannot extend beyond the apartment home and this includes the boundaries of any window, balcony or patio. Resident(s) may not install dish in any common area such as a hall or hall window, trees or common grounds. Additionally, the dish cannot be installed near a power line or fire exit.
 - d. The dish must be securely attached to the apartment home and the method of attachment is Resident(s) sole responsibility. Resident(s) is prohibited from drilling into the roof or any exterior wall or through the balcony railings or any windowsill.
 - e. Resident(s) must pay an additional deposit of **\$200** 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 is only reasonable wear and tear.
 - f. 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, including any caused by a failure to securely attach the dish to the Premises.
 - g. 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 any and all losses from the installation, operation and removal of the dish. Resident(s) must provide Landlord with evidence of such coverage
 - h. Residents who install or contract to have installed any dish without first contacting management and paying the required deposit will be in breach of this agreement will receive a . Resident will also be charged for any repairs to building caused by unapproved installation of satellite dish.

31. **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).

32. **LEAD BASE PAINT:** Housing built before 1978 may contain lead-based paint. Lead from paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting per-1978 housing, owners must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Resident(s) must also receive a federally approved information or pamphlet on lead poisoning prevention.

OWNER'S DISCLOSURE:

- Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
- Owner has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing

Initial: _____

33. **ASBESTOS CONTAINING MATERIAL:** Materials X have ____ have not been identified at this property that are classified as ASBESTOS CONTAINING MATERIALS. These materials contain greater than 1% asbestos by weight

DESCRIPTION AND LOCATION OF ASBESTOS CONTAINING MATERIAL	
<u>MATERIAL DESCRIPTION</u>	<u>MATERIAL LOCATION</u>
VINYL FLOOR SHEET	VARIOUS LOCATIONS
SINK SOUNDPROOFING MASTIC	KITCHEN SINK ASSOCIATED WITH VINYL FLOOR

Initial: _____



34. **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 include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components. More information can be found at www.prop65apt.com

35. **WAIVER:** Landlord's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising hereunder shall not be deemed a waiver of Landlord's right to subsequently enforce any such provision or to insist upon any such right. The fact that Landlord may have accepted late payment(s) on one or more occasions shall not be deemed a waiver of Landlord's right to insist upon timely payment of rent nor to exercise 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 tenancy shall not be construed to waive or to lessen the right of Landlord to enforce any provision of this Lease.

36. **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.

- 37. **ENTIRE AGREEMENT:** This Lease sets forth the entire agreement between the parties with respect to the matters set forth herein. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories hereto. No verbal agreements or representations have been made or relied upon 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, should 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.
- 38. **LEGAL ACTION:** In the event the Owner/Agent has to bring an action to enforce any provisions of this agreement or the Residential Landlord/Tenant Act, Owner/Agent shall be entitled to, in addition to all costs, reasonable attorney fees.
- 39. **THIRD PARTY ACCESS TO PREMISES:** Resident grants permission to management to release an apartment and/or mail key to the following persons:

Name	Relationship	Name	Relationship

- 40. **EMERGENCY CONTACT:** In case of emergency, serious injury or illness, or death of resident(s), the following person(s) are authorized to enter apartment and act as representative for Resident(s):

Name	Address	Day Telephone	Evening Telephone

- 41. Resident(s) agree to hold management harmless from any actions taken by person(s) listed above.
- 42. **SIGNATORIES:** The undersigned Resident(s), whether or not in actual possession of the Premises, are jointly and severally responsible for all obligations arising hereunder (see Paragraph #10 above). This Lease shall not be considered to be 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 hereunder, 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.

0	Date	0	Date
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0	Date	0	Date
---	------	---	------

0	0	0
---	---	---

41. Co-signer

Co-signer

MAIL BOX LOCATION:	Section <u> n/a </u> Door # <u> n/a </u>
PARKING ASSIGNMENT:	Carport # <u> </u>

Landlord's Agent	Date
Community Director	Date

Revised09-02-08

Lease Completed by: PE



1701 Independence Blvd, Salinas, CA 93906
831.443.3536

LEASE ADDENDUM - COMMUNITY POLICIES

0 (Resident) 0 (Resident) 0 (Resident)
0 (Resident) 0 (Resident) 0 (Resident)

Apt #

- 1. PETS: Acceptable pets include domestic cats, fish 50 gallon tank size limited. Management's prior written approval and proof of renter's insurance will be required and caged birds only. The resident must execute and be governed by the provisions of the Pet Agreement Addendum. In addition, the following provisions apply:
1. Resident agrees to pay an additional deposit of \$0.00 and a monthly pet rent of \$0.00
2. The maximum number of pets permitted per apartment is two.
3. If a pet is acquired at any time during Resident(s) occupancy, Resident(s) agrees to pay all applicable deposits, fees and will sign a Pet Agreement Addendum.
4. Pet size is limited to lbs. and may not exceed inches. The resident must provided a recent photograph of the pet to management prior to move in.
5. Prohibited pets include dogs, snakes, ferrets, iguanas, potbelly pigs and rabbits.
6. This policy may be modified to accommodate disabled persons requiring the use of an animal assisted aid

I hereby affirm that I do not have any pets that are staying in my apartment. Should I decide to keep a pet or have a pet stay in my apartment, I agree to notify management of my intentions and, if the pet is approved, to execute a Pet Agreement Addendum, including the payment of the pet deposit and adding the monthly pet fee to my rent payments.

I do have a pet and will execute and abide by the attached Pet Agreement Addendum

- 2. SUPERVISION: All children under age 14 must be supervised by an adult 18 years or older while on the premises. Residents who fail to supervise their children are subject to eviction. All damages caused by children will be charged to the lease holders. Premises include but are not limited to all common areas, recreational facilities, grounds etc.

- 3. LIMITED ACCESS GATES: In the event the owner has furnished, or in the future shall furnish, a limited access gate(s) on the property, the existence of such gate(s) shall be for the sole purpose of protecting the property and not for the security of residents, occupants and guests. Any benefit that a resident, occupant or guest may receive from such gate(s) is or shall be incidental. The Owner may remove the gate(s) at any time and shall have no liability with respect to the existence or proper functioning of the gate(s). The resident will, however, be responsible for the cost of repairing any damage to the gate(s) caused by the resident or resident's occupants or guests. All remote controls and gate cards will be deactivated after move out. Resident(s) agrees that he/she will be the only person(s) using the remote control. Resident(s) agrees that, if it becomes known that he/she is not in possession of the remote control or if someone else is using it, the Management will deactivate the remote control. Resident(s) will notify Management, in writing, 24 hours in advance if someone will be using his/her remote control.

Precautions in using vehicle gates:

- 1. Always approach entry and exit gates with caution and at a very slow rate of speed.
2. Never stop your car where the gate can hit your vehicle as the gate opens or closes.
3. Never follow another vehicle into an open gate. Always use your access device or the keypad to gain entry
4. Never force the gate open with your car
5. Never get out of your vehicle while the gates are opening or closing
6. If you are using the gates with a boat or trailer, contact management for assistance. The length and width of the trailer may cause problems with the safety loop detector and could cause damage.
7. Do not operate the gate if there are small children nearby who might get caught in it as it opens and closes
8. If you lose your access device or forget your keypad number, contact the Management office immediately
9. Do not give your access device or keypad number to a non-resident/occupant
10. If your telephone number changes, contact the office prior to the change

- 4. ACCESS CARD(S) , TRANSMITTERS AND KEYS : Resident(s) will also be responsible for replacing lost or stolen cards,transmitters or keys (replacement cost of \$100) used for access to the property and/or property facilities. Resident(s) is responsible for notifying management immediately

I/we agree that I/we will be the only person using this remote control. I/we agree that if it becomes known that I/we are not in possession of the remote control, management will deactivate the remote control. I/we understand that if any of the facilities or privileges are abused, my/our cards may be confiscated and not returned. Abuse of facilities are as follows BUT NOT LIMITED TO:

- 1. Leaving a gate or door propped open to allow others to enter without a card
3. Possession or consumption of alcoholic beverages within the facility
4. Vandalism of any kind
5. Tampering with any of the security systems
6. A deposit of \$100.00 may be required along with a \$ 100 usage fee for access card/remote control devices/keys issued.

Transmitter(s) issued: 1 2 3 #REF!

- 5. WAIVER OF WARRANTIES: RESIDENT(S) HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GATE(S) OR THE ALARM SYSTEM. RESIDENT HEREBY ACKNOWLEDGES THAT THE OWNER DOES NOT EXPRESSLY OR IMPLIEDLY GUARANTY OR WARRANT THAT ANY PATROL SERVICE, GATE(S), ALARM SYSTEM OR OTHER SECURITY DEVICE WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES WHICH A PATROL SERVICE, ANY GATE(S), ALARM SYSTEM OR OTHER SECURITY DEVICE MAY BE DESIGNATED TO HELP AVERT OR PREVENT.

6. **APARTMENT SECURITY ACKNOWLEDGEMENT:** I agree that I will inspect the apartment I am leasing and will determine, to my satisfaction, that the smoke detectors, door locks and latches and other security devices in the apartment are adequate and in good working order. I agree to inspect and test each of these items and give management prompt written notice if I determine that any of them need repair or replacement. I understand that management will check these items on or before move in. I understand that the operation of these items is my responsibility and will not be checked again by management unless requested in writing by me.

I understand that Management encourages Resident(s) to (1) get to know his/her neighbors, (2) always lock apartment door whenever he/she is inside the apartment, as well as when he/she leaves apartment, (3) keep windows and/or screens securely latched, (4) not walk around the property alone at night, and (5) maintain insurance coverage for his/her own personal and personal belongings.

If a crime is suspected or is occurring, Resident(s) must contact the local law enforcement authorities immediately. After first notifying the local law enforcement authorities, Resident(s) should contact the Management office or the apartment answering service. Resident(s) is also aware that Owner may engage a patrol service for the sole purpose of protecting the property and not for Resident(s) security or the security of Resident(s) guests. Resident(s) agrees that Management may alter or cancel any patrol service without notice and that neither Owner or its' managing Agent has any obligation or liability for the acts or omissions of any patrol service or agent of such patrol service which may be engaged by or on behalf of Owners. **Any benefit Resident(s) receives from the patrol service is purely incidental.**

Resident(s) understands that, for a reasonable charge, Management will re-key his/her door locks and/or install a deadbolt lock night latch, door viewer (peephole) and pin lock or safety bar for sliding glass doors. Only Management may install such devices, and such devices must remain when Resident(s) moves out.

Initial: _____

CM Initials

7. **RENTER'S INSURANCE:** Because your personal items mean more to you than anyone else, we want to urge you to protect your belongings with Renter's insurance. A renter's policy would ensure your possessions against fire, theft and other claims. In addition, you would be protected against any lawsuit or liability claim from your property owner, guests and visitors. We're sure that you would much rather pay a reasonable premium annually for this type of insurance than the risk of possible lawsuit that could amount to thousands or more. Contact an insurance company to receive further information.

_____ I presently have Renter's Insurance coverage with _____
_____ I do not have coverage at this time. I realize that I am personally responsible for all damages to my apartment caused by family, guest(s) or visitor(s). I will personally and financially assume that responsibility.

8. **COVERED PARKING/GARAGES** The speed limit is 5 MPH. ALL COVERED PARKING IS RESERVED. Because parking is limited, advise guests to park outside the community. Car washing is allowed only in designated areas. Motorcycles must be parked in designated areas and under NO circumstances should be parked on any sidewalk, patio or balcony. Music must be kept to an acceptable level when driving through the community. **Do no back in vehicles.** Damage to asphalt will be charged to the resident. Carports/garages are reserved for use only by the resident renting or assigned to such space. Unauthorized cars parked in a reserved or assigned parking space by a resident, occupant or guest will be subject to towing without notice at the vehicle owner's expense advise your guests to this as well. of these provisions. It is now agreed that resident is assigned to the following parking areas at the corresponding Monthly Charges if applicable.

Parking Type:
Primary Reserved Parking: **Space Number** 5
Secondary Reserved Parking: _____

9. **PATIOS, BALCONIES & STORAGE AREAS:** We take great pride in the aesthetic beauty of the community. We require all patios and balconies to be kept neat and clean. Only furniture manufactured for the use as patio furniture may be used on patios, and must be size-proportionate to patio. No materials may be stored in stairwell or other public areas. **No flammable materials may be stored or used in the patio area at any time.** If a patio or balcony appears to be, in management's opinion, unacceptable in appearance, Resident(s) agrees to immediately remove items as required by management. Items may not be stored in flowerbeds. The installation of screen is not permitted without managements prior **written** approval

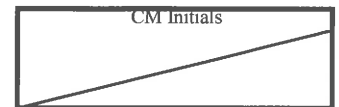
10. **APARTMENT HOME, ENTRANCES AND COMMUNITY GROUNDS:**
Windows: No blinds, shades or curtains (other than furnished by Owner) shall be attached or hung without prior written permission from Manager. Positively NO FOIL shall be placed on windows. Resident will close all doors and windows when necessary to avoid possible damage from rain or other elements.
Buildings: No ropes, wires, aeriels or antennae for radio or TV shall be installed on the roof, decks or other parts of the building.
Grounds: Store bicycles, toys and miscellaneous items when not in active use. All items found unattended will be collected by management and stored at \$1.00 per day. Items not claimed within 10 days will be donated to Goodwill. Do not plant flowers, plants, etc. without prior permission from Manager. No skateboards allowed. Bicycles may not be ridden in a way that will obstruct traffic or cause damage to vehicles.
Garbage: Do not dispose of any furniture item in the dumpsters (a fee will be imposed to correctly dispose of these items). You must wrap all wet trash before placing in dumpsters. Persons emptying trash must be of sufficient height to reach the dumpsters easily. Use recycling bins for recyclable materials and follow directions for disposing of materials other than those specified on sign.
Community Modifications: Management reserves the right, upon reasonable notice to resident, to make such further rules and policies that, in its judgment, may be needed for safety and preservation of good order.
Lost and Found: Service personnel and residents often turn in found items to the office. If you have lost anything, check with us.
Skating, Skateboards, Rollerblades, Scooters & Bicycles: are not permitted on any sidewalk or lawn area.

11. **RECREATIONAL FACILITIES**
General Policy: Due to high usage, unless otherwise noted, a maximum of two guests per apartment are allowed at any facility at any time, providing it is not at or near capacity. Residents must accompany guests **at all times** while using any facility. Residents are responsible for any damage caused by guests. Persons using the facilities do so at their own risk. **Management reserves the right to revoke or refuse use of any facility to any person at any time.**
Tennis Court: Resident must register guests with management prior to using the tennis court. No food or drink is permitted in the court area at any time. Only tennis balls may be used in the court area. **No bicycles, skateboards or roller skates are allowed. Court hours are 8 a.m. to 10 p.m. daily.**
Fitness Center: **Due to limited space, no guests are allowed.** For safety reasons, absolutely no person under the age of 18 years is allowed at any time. Resident agrees to use equipment safely and only for its' intended purpose. No food is allowed and only bottled drinks with a secure lid is acceptable. Fitness Center is open daily.
Playground: Use the playground with care. Report any equipment damage or malfunction to the office immediately. Children under age 14 must be supervised by an adult at all times while at the playground. Management assumes no responsibility for accident or injury.
OTHER FACILITIES: The phrase "other facilities" refers to all other facilities with the apartment community, including, but not limited to, laundry facilities,

fitness centers, business centers, swimming pools, volleyball courts, jogging trails and covered parking. Such "other facilities" are to be used wholly at the risk of the person(s) using them.

12. **POOL:** Pools are provided for the enjoyment of all Residents. Help us keep the pools clean and safe by remembering the following policies:
Use and Behavior: To provide a pleasant atmosphere refrain from playing loud music in the pool area. Protect the pool furniture from suntan lotions and oils by using towels. Rinse oil and lotion before entering pool and take care to eliminate loose hair or other hair decorations from entering pool. Recreational flotation devices are prohibited
Safety: NO LIFEGUARD IS ON DUTY. NO DIVING ALLOWED. Management assumes no responsibility for accident or injury.
Guests: Resident must register guests with the office before using the pool
Pool Use Hours: The pool is open during the summer months from 10:00 a.m. to 10:00 p.m. Any person found using the pool when closed is subject to eviction.
Spa: Spa use is limited to residents age 16 years and older only. Register all guests with management prior to occupying the spa. Elderly persons, pregnant women and those with health conditions requiring medical care should consult a physician prior to entering the spa. No food or alcoholic beverages are allowed in the spa area.
1. Swim at your own risk. For your safety, do not swim alone. Management is not responsible for accidents or injuries.
 2. No climbing on the fence, gate or surrounding structures in an effort to enter the pool is allowed.
 3. Children under the age of 14 must be accompanied at all times by an adult lessee over 18 years of age responsible for the child. An adult lessee may not supervise more than 4 children under the age of 14 at any one time.
 4. **No more than two guests per household. An adult lessee must accompany his/her guest(s) at all times and be responsible for the conduct of his/her guest(s).**
 5. Pets are not allowed in the pool area
 6. Use plastic or paper containers only. Glass is not permitted. Food and alcoholic beverages are not allowed in the pool area.
 7. Smoking is not permitted in the pool area
 8. Only proper swimming attire is allowed. A swimsuit "cover up" should be worn to and from the pool. **Cut-offs, street clothing or shoes may not be worn in the pool.** Children who are not toilet trained must wear a diaper specifically made for swimming. Plastic pants over a regular diaper will not be allowed.
 9. Persons in wet attire are not permitted in the recreation room or clubhouse. You must dry off thoroughly before entering either building.
 10. No running, pushing, diving, horseplay or roughhousing is permitted in the pool enclosure at any time.
 11. No abusive or profane language will be tolerated nor will any breach of the peace or any disturbance of another persons right to the peaceful enjoyment of the facility. Any person may be barred from the pool or pool area at the discretion of the Management for a violation of these policies or for any other reason which appears justified by Management.
 12. No one under the influence of drugs or alcohol is allowed in the pool enclosures.
 13. Safety equipment is not to be used except in case of emergency
 14. In case of emergency, dial 911
 15. Management may close the pool at any time to make needed repairs, clean and balance chemicals or in response to inclement weather
 16. Residents and guests must adhere to the policies posted in the pool area and other policies implemented by Management. These policies may be revised from time to time.
13. **FITNESS CENTER:** In consideration for receiving permission from the community's management and owner to use the Fitness Center, Resident(s) (who must be named as such on the Lease Agreement) hereby undertakes, agrees and represents to the management and owner that:
1. Resident(s) assumes all responsibility for, and all risk of, damage or injury that may occur to Resident(s) while using any of the equipment or participating in any aerobics or exercise class or program in the Fitness Center.
 2. Resident(s) shall inspect carefully each piece of equipment prior to Resident(s) use and shall refrain from using any equipment which Resident(s) believes is functioning improperly or is damaged or dangerous.
 3. Resident(s) shall report to management immediately any equipment that is not functioning properly, is damaged or appears dangerous as well as any other person's use that appears to be dangerous or in violation of management rules and policies
 4. Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class. Resident(s) will refrain from using such equipment and participating in such class unless such use or participation has been approved by Resident(s) physician.
 5. The Fitness Center is provided for the Resident(s) enjoyment and use. The right to such enjoyment is subject to the Resident(s) obeying the management's rules and policies pertaining to the Fitness Center. Such license may be revoked, modified or limited at any time by management without prior notice to Resident(s). Such license shall be automatically revoked upon the expiration or termination of Resident(s) Lease Agreement. Any breach of this Lease Addendum or the rules officially made known hereunder shall be a material violation of Resident(s) Lease Agreement. Resident(s) shall comply with the following policies, as well as any posted by Management in the Fitness Center:
 6. Resident(s) shall keep the Fitness Center locked at all times during Resident(s) visit to the Fitness Center
 8. A parent or guardian (who is a Resident of the community and is listed as such in their Lease Agreement) must accompany persons under the age of 18
 10. Smoking, eating, alcoholic beverages, pets or black sole shoes are prohibited
- The Fitness Center is not supervised.**

Initial: _____



14. **GRILLS:** Resident(s) hereby understands that the use of a barbecue grill or any type of grill or other flammable liquid (such as gas grills) will be placed 3 feet from building in use., unless other state or local laws apply. Only propane grills may be used - charcoal grills are prohibited.
15. **DRUG/CRIME FREE:** The Residents or their Guests shall not disturb, annoy, endanger or interfere with other residents of the building or neighbors, or use Premises for any unlawful purposes, including but not limited to threatening, intimidating any person including Landlord and Landlord's Agents. Resident(s), any member member of Resident(s) household or a guest or other person under Resident(s) control shall not engage in or facilitate criminal activity on or near the community, including but not limited to, violent criminal activity or drug related criminal activity. Resident(s) or any occupant of Resident(s) household shall not permit the dwelling unit to be used for, or to facilitate, criminal activity or drug related criminal activity. "Violent criminal activity" is defined herein as any felonious criminal activity that has, as one of its elements, the use, or attempted use of physical force against the person or property of another. "Drug related criminal activity" is defined herein as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substance Act {21 U.S.C. 802}). One or more violations constitutes a substantial violation of the Lease Agreement and a material noncompliance with the Lease Agreement. Any such violation is grounds for termination of tenancy and eviction from the unit. Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law. In case of any conflict between the provisions of this Lease Addendum and any other provision of the Lease Agreement, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease Agreement between CreekBridge Inc. and the undersigned.
16. **SERVICE REQUESTS:** Report service requests, water leaks and equipment malfunctions promptly to the office to minimize inconvenience and property damage.

Residents will be charged for repairs or damages caused by resident negligence or abuse. Light bulbs are furnished upon move in. It is the resident's responsibility to change them thereafter. Please note that if you fail to give verbal or written permission to enter when placing your service request that we will do our best to contact you to obtain such permission. However if permission is not obtained due to incorrect information or lack of response we will cancel your service request and you can be held responsible for any damages that may occur.

17. **EXTERMINATING:** In the event that any exterminating actions must be taken in the community or in Residents unit specifically, Resident(s) will receive notice stating when the service will be performed several days prior to the scheduled spray date. Resident(s) agrees to comply with all requirements of the exterminating process (I.e., removing items from kitchen cabinets and drawers). If Resident(s) is unprepared for the scheduled treatment date, the community staff will prepare you and charge you accordingly. This procedure may be an inconvenience to Resident(s), however, it has been proven to work effectively against infestation. If Resident(s) feels the conditions in his/her own unit warrant extermination services, Resident(s) should submit a service request to the Management office. At such time as services are rendered necessary, Resident(s) shall receive specific instructions as to how to prepare for the service. Service is generally done in common areas once a week for exteriors.
18. **FIREPLACES:** Fireplaces are gas only; do not attempt to burn any material in the fireplace. Do not clean fireplace glass with any chemical cleaners in such instances that exterior glass is need of cleaning use a solution of equal parts water and vinegar if chemicals are used to clean glass this may cause breakage and resident will be held responsible. All of our luxury apartment homes include a cozy gas fireplace enclosed in granite. Because granite and the glass enclosure of the fireplace are heat-conducting materials, when in use, these materials may become extremely hot. As a safety measure, we offer our residents the option of closing off the gas supply to the fireplace. If you decide at this time to leave the gas connection intact, you may contact us at any time to shut it off
- I/we request that the gas connection to our apartment fireplace be left on so that we may enjoy this amenity.

I/we request that CreekBridge service staff restrict the gas supply to the fireplace during my residency.
I acknowledge I may reverse this option at any time by submitting my request in writing.

I/we acknowledge that the operation and use of the fireplace is at my sole risk. I will not hold CreekBridge liable for any injuries or personal damage that may occur during use of the fireplace. I agree to take all safety precautions when using the fireplace.

19. **COMBUSTIBLE MATERIALS:** In order to comply with various city ordinances, the following applies:
1. No person shall knowingly maintain a fire hazard. The Fire Marshall has deemed that use of outdoor cooking devices in near proximity to combustible material, tall grass and weeds, exterior walls or on roofs, indoors, on balconies or other locations which may cause a fire to start, as being a fire hazard.
 2. No person shall operate a stove, oven or barbecue pit, except commercial type propane barbecue pits, upon any lot or premises outside of a building or when such stove, oven or barbecue pit is located less than three (3) feet from any building. Flammable or combustible liquids shall not be stored enclosure (including stock for sale) near exits, stairways or areas normally used for the egress of people.
 3. No person shall block, impede or obstruct any aisle, passageway, hallway or stairway leading to or from an entrance or exit.
 4. The parking of motorcycles and any apparatus/engine using flammable or combustible substances, such as fuel, and the storage of any flammable or combustible substances in or near breezeways, stairways or stairwells, exits, in apartments or areas normally used for the ingress and egress of people is prohibited.
 5. Violations of local fire protection codes could result in substantial fines to Resident(s).
20. **CONDUCT:** The premises are to be used only as a dwelling. All Residents are responsible for their own conduct, that of the other Residents in their unit and their guests. Noisy conduct that disturbs the quiet enjoyment of any other Resident or drunk or disorderly conduct will not be permitted at any time. At no time can noise be emitted from the unit that can be heard outside the unit. This includes stereos, radios, televisions, etc. Quiet hours are between the hours of 10:00 p.m. and 8:00 a.m. Residents will not be permitted to play in the halls, stairways or entrances of the buildings, gardens or landscape areas except where specifically permitted by management. The use, possession, manufacture or distribution of illegal substances either on or in the vicinity of the premises is strictly prohibited.

21. **SPECIAL PROVISIONS:**

Payback of any and all concessions upon early termination of lease, in addition to all other relief provided herein.

I (We) have read, understand and agree to comply with the preceding provisions.

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

Rev. 09-18-08

_____ Date
 † Landlords Agent

_____ Date
 † Community Manger



1701 Independence Blvd, Salinas, CA 93906
831.443.3536

SECURITY DEPOSIT REFUND POLICY

Refund of the security deposit is subject to the following provisions:

1. A written 30 day Notice of Intent to Vacate must be given prior to vacating.
2. No damage to property exists beyond normal wear and tear. Dirt is not considered normal wear and tear.
3. Entire apartment, including but not limited to, range, hood, refrigerator, bathrooms, closets, cupboards, walls, floors and windows should be clean. When necessary, the carpets must be professionally cleaned.
4. No unpaid late charges or delinquent rents or fees exist.
5. All keys returned to the office. Failure to return all keys may not relinquish rent obligation for vacating premises on authorized date. **If keys are not returned by 5:00 on the scheduled move out date, rent will accrue at double the daily rate for holding over.**
6. All debris and rubbish placed in proper containers.
7. Forwarding address left with management at time apartment is vacated.

If the prerequisite conditions are not met, the costs of all labor and materials for cleaning and repairs will be deducted from the deposit. Also, any delinquent payments, including late charges, will be deducted. The security deposit refund is returned by a check mailed to the forwarding address. The check is addressed jointly to all persons who sign the lease or rental agreement,

Because residents and the management do not always agree on what is "normal wear and tear" or when an apartment is adequately clean, the following guidelines will apply:

1. With normal wear and tear, a newly painted surface should be satisfactory for at least two (2) years. Therefore, the following policy will be in effect: 1. Apartments needing paint after two (2) years - no charge to resident; 2. Apartments needing paint between one (1) and two (2) years - half the cost to be charged to the resident; 3. Apartments needing paint sooner than one (1) year - full cost of repainting to be charged to the resident.
2. Carpet cleaning should be done with care, so as not to shrink the carpet, damage the fiber with excessive water or leave excessive soap residue. To avoid damage to the carpet for which you would be responsible, we suggest you ask the manager about contract rates available through professional cleaners. Receipts for work done by the resident must be made available to the manager when the apartment is vacated. Carpets must be professionally cleaned and an original receipt provided to Management upon vacating.
3. After you have finished cleaning, have the manager or the manager's representative examine your apartment so that he/she can point out any problems and, if time allows, give you a chance to rectify them. Remember that "clean" means thoroughly clean.

The undersigned agree to the above guidelines.

Date

Date

Date

Date

Date

Date

Date

Date

Landlords Agent	Date