

COLLEGE VIEW APARTMENTS, LLC

5420 & 5422 55th Street, OFFICE

San Diego, CA 92115

(619) 287-6456

LEASE AGREEMENT

This lease agreement (hereinafter "Lease:") is entered into this _____ day of _____, Year _____, between COLLEGE VIEW APARTMENTS, LLC., Landlord/Lessor/Agent shall be referred to as "OWNER" (Dorothy Rubin acting Agent) on behalf of the owner of the property and Tenant(s)/Lessee(s) shall be referred to as "RESIDENT."

IN CONSIDERATION OF THEIR MUTUAL PROMISES, OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Description of Premises: Owner rents to Resident and Resident leases from the Owner, for use SOLELY AS A PRIVATE RESIDENCE, the premises known as 542__ 55th Street, Apartment #_____, San Diego, CA., 92115.

2. Rent: Rent is due in advance on the *FIRST* day of each and every month, at \$_____ per month, commencing on _____. Resident's rent payments shall be delivered to the on-site management office by 5:00 p.m. located on the premises or sent by mail to: College View Apartments LLC., 5420 55th Street, OFFICE, San Diego, CA. 92115. For the safety of the on-site manager, all payments shall be made by check or money order and **cash shall not be accepted**. All checks, cashier's checks and/or money orders shall be made payable to "*College View Apartments, LLC*". *Failure to pay any rent or deposits due may terminate this Agreement at the option of Management. Management has the right to determine how payments are applied toward the different monetary obligations of this Agreement (i.e., rent, unpaid deposits, and charges).*

3. Term: The term of the agreement is for _____ months, beginning on the _____ day of _____ (month), 20__ (year) and ending on the _____ day of _____ (month), 20__ (year). If Resident should move from the premises prior to the expiration of the term of this Lease, Resident shall be liable for all rent due until such time that the premises are released by Owner to an Owner-approved replacement Resident, or expiration of term hereof, whichever is sooner.

Resident acknowledges having read, understood, and agreed to all of the terms sited on this page. Resident also acknowledges, by initialing below, that he/she has made a copy of this page and all other pages of the Lease Agreement prior to turning original document into CVA Management.

Initials: _____, _____, _____, _____.

4. Residents: Premises shall be occupied only by the following named persons (Include birth date if under 18).

| | | | |
|---------------|---------------|---------------|---------------|
| _____ | _____ | _____ | _____ |
| Resident Name | Date of Birth | Resident Name | Date of Birth |
| _____ | _____ | _____ | _____ |
| Resident Name | Date of Birth | Resident Name | Date of Birth |

5. Security Deposit: At the time that Resident signs this lease, Resident must also pay Owner a Security Deposit as security for that faithful performance of Resident’s obligations. Owner may, at its option, claim from the Security Deposit amounts reasonably necessary to remedy Resident’s defaults in the payment of rent, unpaid utilities, to repair damages to premises caused by the Resident, and/or members of the Resident’s family, guests or visitors, exclusive of reasonable wear and tear, including but not limited to carpet cleaning & permanent stains, counter damage, drywall repair, painting, vertical window coverings and plumbing system, or to clean such premises. Owner will furnish the Resident, within twenty-one (21) days, an itemized written statement of the basis for and the amount of any security received and the disposition of any security deposit, and return any remaining portion of the security deposit without interest (unless otherwise required by law) to Resident. Owner will have the right to commingle the security deposit with other funds of the Landlord. A charge is incurred for all keys, gate and/or garage access devices (where applicable), not returned in working order at time of move out. The Security Deposit and the first month’s rent shall be paid by cashier’s check(s) or money order(s) only.

6. Attachments: By initialing in the indicated spaces below, Tenant acknowledges receipt of the indicated attachments, copies of which are attached hereto, and which are incorporated herein as part of this Lease Agreement. Each individual who will reside in the premises will be a joint and several part of Resident, and should initial each *Attachment* as noted below.

- A. Rules & Regulations** Initial: _____, _____, _____, _____.
- B. Appliance Inventory List** Initial: _____, _____, _____, _____.
- C. Move In/Move Out Checklist** Initial: _____, _____, _____, _____.
- D. Labor/Parts Repair** Initial: _____, _____, _____, _____.
- E. Confidential Record** Initial: _____, _____, _____, _____.
- F. Satellite Dish Addendum** Initial: _____, _____, _____, _____.
- G. Lead Booklet** Initial: _____, _____, _____, _____.

7. Late Charges: Resident acknowledges that late payments may cause Owner to incur costs and expenses. Such costs may include, but are not limited to excess processing, accounting, administrative fees, and late charges that may be imposed upon Owner or any

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other financial institutions. If any portions of payments due from Resident is/are not received by 5:00 p.m. at the close of business on the third day after which it is due, Resident shall pay to owner the sum of six percent (6%) of the total past due as a late charge. Misaddressed or otherwise undelivered rent payment (regardless of the reason, or whose fault the failure to timely deliver such payment) will be subject to the same late payment terms. It is the responsibility of Resident to deliver a timely payment in an acceptable form to the Owner and/or Management. The parties agree that this late charge represents a fair and reasonable estimate of the costs that the Owner may incur by reason of Resident's late payment(s).

8. Returned Checks: If rent is paid by check and the check is returned by the bank for any reason, Resident shall pay Owner a **\$25 service fee**. Late charges will automatically be incurred as provided above if Resident's check is returned after 5:00pm on the 3rd day of the calendar month which rent is due. If Resident's check is returned by the bank on more than one occasion during the lease, then Resident must pay all subsequent rent payments in certified funds, such as a money order or cashier's check.

9. Security Keys, Locks & Parking Lot Tags: Keys and Parking Lot Stickers assigned to Resident's tenancy are the property of Owner. If Resident fails to return them when required or if Resident requests a replacement for any/lost such item(s), the following charges will apply:

| <u>Description</u> | <u>Quantity</u> | <u>\$Replacement Costs</u> |
|------------------------------|-----------------|----------------------------|
| Front Door Key | _____ | \$ 10.00 each |
| Deadbolt Key | _____ | \$ 10.00 each |
| Mailbox Key | _____ | \$ 10.00 each |
| Rekeying Locks for Lost Keys | _____ | \$ TBD |
| Parking Lot Stickers(s) | _____ | \$ 100.00 each |

All keys and parking lot stickers are to be returned to Owner at the time of the move-out inspection (or immediately upon move-out, if the inspection does not occur for any reason).

Should Resident wish to re-key the locks for security purposes, (this shall only be done with Owner's express written consent). Resident shall provide Owner with at least one working copy of each new key, along with submitting a copy of the bill showing how many copies of the keys are in their possession (all copies must be given to Owner upon move-out). New locks and keys become the property/possession of the Owner.

10. Quiet Enjoyment; Waste; Nuisance: Resident shall not violate any criminal or Governmental/Civil Law, ordinance or statute in the use and occupancy of premises, nor commit waste or nuisance, annoy, molest or interfere with any tenants, residents,

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neighbors, or occupants of other apartment buildings in the neighborhood. This policy must be adhered to at all times. Possible termination of the Lease Agreement could be at risk as provided herein and by law.

A “Quiet Hour Policy” has been established to insure and maintain a quiet and professional studying atmosphere at all times for all Residents. In accordance with local ordinances and in consideration of each and every Resident’s right to the quiet enjoyment of their premises, CVA has established these quiet hours to be Sunday through Saturday from 10 p.m. to 7:00 a.m. and Residents and their guests are prohibited from engaging in behavior or conduct that results in excessive noise (i.e. excessive noise from televisions, stereos, talking, door slamming or any other noise that that in any way disturbs the neighboring Residents). This provision will be strictly enforced. Resident(s) shall be considered in breach of the Lease Agreement should this “Quiet Hour Policy” be violated.

11. Loitering and Play: Lounging, playing or unnecessary loitering in the halls, on the steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another tenants, residents or invitees is prohibited.

12. Utilities: Resident shall pay for all utilities, services and charges, if any, made by or predicated upon occupancy of Resident, except trash collection. Resident shall deposit all trash in Owner provided waste bins located at the property and all such trash shall be secured in plastic trash bags. No furniture, mattresses, electronics or appliances can be dumped or left in/at Owner’s waste bins.

At time of move-in, Resident shall request Resident Manager to demonstrate how to use the apartment heater. Should Resident have any questions regarding the use of said heaters thereafter, it will be their responsibility to request additional information or instructions.

13. Exercise/Workout Equipment: Resident and its guests/invitees may not use heavy exercise equipment, including without limitation punching bags, treadmills, rowing machines and step master equipment etc., which could disturb neighbors on either side or below the leased premises.

14. Vandalism and/or Damage of Property: Any damage to the property such as but not limited to graffiti, spraying or destruction is prohibited by Resident, its guests or invitees, This rule will be adhered to at all times.

15. Move In/Move Out List: An inspection report called “*Move In/Move Out List*” is attached to this lease and marked *Attachment “C”* hereto. Resident acknowledges that he/she has examined the premises and that said premises, all furnishings, fixtures,

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plumbing, heating, electrical facilities, all items listed if any and/or all other items provided by Owner are all clean, and in good satisfactory condition except as may be indicated to the contrary in the Move-In section of the Move In/Move Out List. Resident agrees to keep the premises and all items therein in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by Resident, his/her guests and/or invitees, except as provided by law. A list called **“Replacement Labor/Parts & Repairs List”** marked **Attachment “D”** has been provided at time of Move-In for your reference. This list indicates standard charges/fees that will be Resident’s financial responsibility in the event that deficiencies or damages are not cured by Resident. At the termination of this Lease Agreement, the leased premises and all common areas of the property shall be free of all of Resident’s personal property and trash. It is agreed that all dirt, holes, tears, burns and stains of any size or amount in the carpets, vertical window covers, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

16. Alterations: Except as provided by law, no repairs, decorating or alterations of any kind shall be done by Resident, without Owner’s prior written consent. Resident shall notify Owner in writing of any repairs or alterations contemplated. Decorations include, but are not limited to paint, wallpaper, alter or redecorating, installing an antenna or satellite dish or other equipment, hanging of murals, posters, place signs, displays, or other exhibits, driving nails, tacks, hooks, screws, tape or fastening devices, adhesive materials, or the like into the walls or ceiling of the premises except as may be provided by law. Resident shall hold Owner harmless and indemnify Owner against any mechanics lien recordation or proceeding caused by Resident’s (or its agents’ or contractors’) actions. Should Owner agree to allow any upgrades, then all upgrades will be at Resident’s expense. Any or all built-in upgrades, improvements or replacements such as but not limited to wiring, new light fixtures, ceiling fans, facets, door knobs, new locks *etc.*, shall become the property of the Owner immediately upon installation.

17. Repairs/Maintenance: Resident promises to notify Owner by filling out a “WORK ORDER W/O” form dating and signing it and delivering it to the rental office or email through CVA’s website at: www.collegeviewapartments-sdsu.com if any plumbing, electrical, mechanical or other part of the premises becomes damaged or in need of repair. Resident shall pay for all repairs required to be made for damages caused by Resident, their guests, or invitees. Resident shall be responsible for keeping the garbage disposal clean/clear of any of the following but **not limited to:** chicken bones, grease, toothpicks, match sticks, celery, fruits pits, metal vegetable ties, beer bottle tops, glass and all other items that may tend to cause stoppage of or damage to the mechanism. This provision includes, **but is not limited to:** Resident paying for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stoppage of waste pipes or overflow from bathtubs, washbasins, toilet, or sinks (i.e. hair clogs, sanitary napkins, tampons, wipes or paper towels flushed down

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toilets). Resident shall pay for any damage to window covering and vertical wands that are broken stained caused by dirt, wind and rain by leaving windows opened. Refer to *Attachment "A"*.

18. Smoke Detectors: The premises are equipped with functioning smoke detector devices using batteries, and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repair to Owner. Owner shall have the right to enter the premises to check and maintain the smoke detector device(s) periodically (at least two times per calendar year). Resident is responsible for replacement of working batteries.

19. Renter's Insurance: Resident's property is not insured by Owner. Resident is not a "coinsured" or additionally insured and is expressly excluded from any insurance policy held by Owner which is now in effect or which will become effective during the term of this Lease Agreement. *Resident's personal property is not insured by Owner in any manner whatsoever, including Owner's insurance for any fire, flood, theft, rain, war, acts of God, acts of others, and/or any other causes, damages and/or losses regardless of determined fault, nor shall the Owner be held liable for such losses.* **TENANT IS HEREBY ADVISED TO OBTAIN HIS/HER OWN RENTER'S INSURANCE POLICY TO COVER ANY PERSONAL LOSSES AND LIABILITY (INCLUDING THAT OF RESIDENT'S GUARANTORS IF ANY).**

20. Parking: Resident is assigned one parking space on Owner's property, the parking space shall be used exclusively for parking of passenger automobile and/or those approved vehicles listed on the "Confidential Management Report" marked *Attachment "E"*. Resident shall not wash, repair, maintain, or paint any vehicle or any other property of any kind whatsoever in this parking space or at any other private or common areas on the property. *Resident shall not assign, sublet, or allow guest(s) to use this or any other parking space.* Resident shall be responsible for oil leaks or any other vehicles discharges that soil or damage Owner's property, and will be charged for cleaning if deemed necessary by Owner. Only vehicles that are operational, insured for liability, and currently legally registered may park in their assigned space. Extra parking, if available is charged at \$75 per space. Should Resident lease an additional parking space, it is agreed that the term of the additional parking space shall run in conjunction with this Lease Agreement and shall terminate on the same day. Rent for parking is due at the same time base rent for Resident's apartment is due. Should Resident be delinquent in either base rent for the apartment or parking rent, the late charges shall apply as indicated above in *Section #7, Page 2 of 12.*

21. Water Usage: Owner shall pay the monthly water & sewer fees for the property and Resident shall reimburse a portion of Owner's water/sewer utility costs by paying \$25 per

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month per occupant of the leased premises to Owner. If the City of San Diego increases the price for water during the lease, or the city deems that there has been a consumption spike, the Resident(s) shall be responsible for said increase(s). Management will give the Resident(s) a minimum 30 day notice of the proposed increase. Resident shall notify management immediately of any water leaks, dripping facets and running toilets to minimize water losses, costs and damages. Refer to *Attachment "A"*.

22. Pets & Animals: *Resident shall not allow any pet, animal or bird onto the premises at any time of any purpose whatsoever.* Residents is/are responsible for enforcing this provision with regard to themselves, guests, family, their guests and any other persons invited into the premises. Pet setting is prohibited.

23. Waterbeds & Aquariums: Resident shall not permit a waterbed or any other liquid-filled furniture or aquarium on the premises.

24. No Party Policy: The "NO Party Policy" has been established to insure and maintain a **quiet and professional studying atmosphere at all times for all RESIDENTS.** Owner regards this policy significant and vital to the success of the property as a residential community. Resident shall be considered in breach of this Lease Agreement should this rule be violated. For the purposes of enforcing this provision of the Lease Agreement, a party shall be defined as: "any gathering which is considered by the Owner to be loud or out-of-control or is accompanied by any complaint(s) by any neighbor or by Owner's agent(s)".

25. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Owner has no knowledge of lead-based paint and/or lead-based paint hazards in/on the premises. Owner has no reports or records pertaining to lead-based paint and/or lead based paint hazards in/on premises. Refer to *Attachment "G"*.

26. Additional Occupants: Additional occupants are prohibited. Guest(s) staying consecutively over 10 days or cumulatively over 20 days or longer during any 12-month period, without the Owner's written consent, shall be considered a breach of this Lease Agreement. Only those individuals listed, **AND NO OTHERS** shall occupy the subject apartment unless an approved written consent of the Owner is obtained.

27. House, Garbage, Pool & Laundry Rules: Resident shall comply with all house, pet, garbage, pool and laundry rules, which may be changed with proper notice given to Resident(s). These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of the pool, common areas, storage of bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. Owners shall not be liable to Resident (or its guests or invitees) for any violation of such rules by any other tenants, residents or persons. Rights of usage and maintenance of the

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laundry room and/or pool and pool area are gratuitous and subject to revocation by Owner at anytime. Resident shall deposit all garbage in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. Resident shall be responsible for disposing of items that do not fit the size of the trash dumpsters. Resident will be charged a hauling fee if any items are left by the trash receptacles that are not normally acceptable by the garbage hauler for the building.

28. Additions/Changes to Occupants: There shall be no alterations, additions/changes, switches or subletting of occupants of the leased premises during the full term of this Lease Agreement without Owner's prior written consent, which shall not be unreasonably withheld. Tenant shall be financially responsible for rent and all charges under this Lease Agreement for the full term hereof.

29. Termination: This lease Agreement is for a fixed period of time, and time is of the essence of the Lease Agreement. At or prior to the scheduled termination of this Lease Agreement, Resident shall vacate the leased premises unless there is a written agreement, signed by Resident and Owner, which extends Resident's right to remain in possession of the leased premises beyond the termination date. Should Resident hold over legal or physical possession of the leased premises beyond the termination date hereof without a signed extension document (as indicated above), or fail to vacate all possessions on or before the termination date, Resident shall be liable for additional rent and damages, which may include damages due to Owner's loss of prospective new renters after the scheduled termination date hereof at 150% of the per diem rent which was effective during the term hereof. Resident reserves the right to decline extension of the Lease Agreement.

30. Right to Pre-Move-Out Inspection & Repairs: After giving or receiving notice of termination of a tenancy or before the end of a lease, Resident has the right to request that an inspection of the Premises take place prior to termination of the lease. If Resident requests such an inspection, Resident shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Lease Agreement. Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Resident's expense. Repairs may be performed by Resident or through others, who have adequate insurance and licenses and are approved by the Owner/Agent. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Resident shall: a) obtain receipts for Repairs performed by others; b) prepare a written statement indicating the Repairs performed by Resident and the date of such Repairs, and c) provide copies of receipts and statements to

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Owner/Agent prior to termination. This paragraph does not apply when the tenancy is terminated pursuant to California Code of Civil Procedures §1161(2), (3) or (4).

Only the original Resident(s) will be allowed to do the Pre-Move-Out Inspection; inspection substitutes **WILL NOT BE ALLOWED.**

31. Mold: Owner has inspected the unit prior to leasing to Resident and knows of no damp or wet building materials and knows of no mold or contamination. Resident agrees to maintain the premises in a manner that prevents the occurrences of an infestation of mold in the premises. Resident also agrees to immediately report to Owner any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by mild cleaning. Refer to *Attachment "A"*.

32. Smoking on the Premises: Should Resident or any occupant permitted on the premises by Resident, be smokers, or allow smoking on the premises, the Resident shall be responsible if any damages are caused to the premises or the common areas by smoking, including with limitation smoke discoloration of painted surfaces, and odor abatement. *Smoking on balconies is prohibited.*

33. Right of Entry and Inspection: Owner may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. Owner shall give 24 hours advance notice and may enter the premises for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. Owner is permitted to make alterations, repairs and maintenance that in Owner's judgment are necessary to perform. In addition, Owner has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that the Resident(s) temporarily vacates the unit, then Resident(s) shall vacate for this temporary period upon being served a 7 day notice by Owner. Resident(s) agrees that in such event Resident(s) shall solely be compensated by a corresponding reduction in the rent for the specific number of days that Resident was temporarily displaced. No other compensation shall be payable to Resident. Also, no compensation will be considered if repairs or improvements are deemed necessary by Owner and the premises remain habitable during the process of completing the work, regardless if Resident(s) is inconvenienced by compliance. If the work performed requires the cooperation of the Resident(s) to perform certain tasks then Resident(s) shall perform those tasks upon receiving a 24 hour written notice, without compensation. Normal business hours shall be 9:00am - 6:00pm, Monday - Saturday except holidays and 10:00am - 5:00pm on Sunday. Resident(s) may be present, however, entry is not conditioned upon such presence and Resident(s) agrees to hold Owner harmless for such entry.

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34. Remedies for Breach: Except as otherwise provided below, in the event that Resident breaches this Lease Agreement by abandoning the property before the end of the lease term or if Owner terminates Resident's right to possession because of Resident's breach, this Lease Agreement shall terminate and Owner shall be allowed at its discretion, but not by way of limitation, to exercise any or all remedies provided by California Civil Code 1951.2 and 1951.4. Damages Owner "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period the Resident proves could be reasonable avoided. Owner's efforts to maintain preserve or sublet the property will not constitute a termination of Resident's legal and financial obligations hereunder.

35. Credit Reporting and/or Collection Services: Pursuant to Section 1785.26 of the California Civil Code, as required by law, Resident is hereby notified that a negative credit report reflecting on his/her credit record may be submitted to a credit reporting agency, if Resident fails to fulfill the terms of its credit obligation and/or fails to meet its financial responsibilities. Past-due financial accounts will be sent to a collection agency in order to collect Owner's losses in rent, and Resident agrees that the cost of such collection service shall be added to the amount due.

36. Attorney's Fees and Costs: If any legal action or proceedings is brought to enforce any part of this Lease Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and costs. This provision applies to any expenses incurred by Owner in collecting rent, including costs of preparing and serving notices.

37. No Waiver: Owner's acceptance of rent with knowledge of any default by Owner, or waiver by Owner of any breach of any term or condition of this Lease Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by Owner of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Lease Agreement.

38. Notices: All notices to Resident shall be served at Resident's apartment and all notices to Owner/Authorized Person shall be served to: Dorothy Rubin (This person is authorized to accept legal service on behalf of Owner), at 5420 55th Street, "OFFICE", San Diego, CA 92115.

39. Abandonment of Property: California Civil Code Section 1951.2 shall govern Abandonment. If Resident Manager has a reasonable belief of abandonment of the premises, Owner shall give 18 days written notice to Resident at any place (including the leased premises) that Owner has reason to believe Resident may receive said notice of

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Owner's intention to declare the premises abandoned. In any event, notice posted upon the leased premises is agreed to be sufficient to satisfy the noticing requirements under applicable California statutes. Resident's failure to respond to said notice as required by law shall allow Owner to reclaim premises.

40. Assignment & Subletting: Resident shall not let or sublet all or any part of the premises nor assign this agreement or any interest in it.

41. Changes of Terms: The terms and conditions of the Lease Agreement are subject to future change by Owner after the expiration of the initial term hereof, upon 30 or 60 days (whichever applicable by law) written notice setting forth such change and delivered to Resident. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

42. Possession of Premises: The undersigned Resident and its co-signers and/or guarantors, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Lease Agreement, and each and all shall jointly and severally indemnify Owner against any liability caused by actions, failures, non-compliance herewith, or omissions of Resident, its guests and/or invitees.

43. Partial Invalidity: Nothing contained in this Lease Agreement shall be construed as waiving any of Resident's or Owner's rights under applicable law. If any part of this Lease Agreement shall be in conflict with the law, or held by a court of competent jurisdiction to be invalid for any reason, that part shall be void to the extent that it is in conflict but shall not invalidate any other provision contained in this Lease Agreement nor shall it affect the enforceability of any other provision of this Lease Agreement.

44. Specials & Incentives: If in exchange for leasing the leased premises, Resident receives a reduction in rent or other incentive(s), Resident acknowledges that terminating the Lease Agreement before the term set out in Section 3 of this contract will result in a charge against Resident for the recovery of such inducement. This inducement recovery is in addition to any other fees or charges which may accrue in connection with the premature termination of this Lease Agreement by Resident. In the case of a reduced first month's rent inducement, Resident shall pay the difference between the rent actually paid and the full scheduled monthly rent for the inducement period.

45. Miscellaneous:

a) Owner may appoint a different agent (i.e. a substitute Agent or Property Management Company) to act on its behalf in carrying out the provisions of this Lease Agreement at any time, and upon written notice to Resident.

b) Time is of the essence of each provision of the Lease Agreement.

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- c) Owner shall not be responsible for any statements or promises made to Resident by any person unless such statements or promises are in writing and signed by Owner.
- d) Owner makes no representations as to the meaning or legal effect of the provisions of the Lease Agreement. If Resident has any questions or needs advice regarding this Lease Agreement, Resident shall consult an attorney. Resident acknowledges that Owner encourages Resident to consult with his/her own attorney prior to entering into this Lease Agreement, and that Owner has provided sufficient time for Resident to do so prior to execution hereof.
- e) The terms and provisions of this Lease Agreement constitute the entire agreement between Resident and Owner. Owner has made no representations, warranties or statements to Resident, other than those in writing and contained in this Lease Agreement.
- f) Resident shall have 14 days from the time of payment to Owner of the initial deposit to return the completed and fully-executed Lease Agreement. All leases for students must have co-signatures from parents or relatives. Proof of co-signers' legal identity is required, such as a government-issued drivers license and social security card (copies will be accepted for confirmation).

46. Notice: The California Dept. Of Justice, Sheriff's Departments, police departments serving jurisdictions of 200,000 community residents or more and many other local law enforcement authorities maintain for public access a database of the location of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Dept. of Justice maintains a Sex Offender Identification Line through which inquiries about individuals can 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 services. Resident is encouraged to utilize this valuable service to determine the advisability of residing in the general location of the leased premises.

47. Entire Agreement: This Lease Agreement constitutes the entire Lease Agreement between Owner and Resident. No oral agreements have been entered into, and all modifications or notices shall be in writing, and signed by all parties hereto in order to be valid.

48. Receipt of Agreement: The undersigned Resident(s) hereby certifies that he/she has read and completely understands this Lease Agreement and hereby acknowledges having made copies of all documents to include but not limited to this Lease Agreement, Rules & Regulations and all other documents listed in **#6 Attachments** on Page 2 of 13 herein. _____ Resident's initials. *(Any requested copies after the turn in date will require a \$30.00 administrative copying fee).*

Resident acknowledges having read, understood, and agreed to all of the terms cited on this page. Resident also acknowledges, by initialing below, that he/she has made a copy of this page and all other pages of the Lease Agreement prior to turning original document into CVA Management.

Initials: _____, _____, _____, _____.

Each and every person signing this Lease Agreement is/are jointly and individually responsible for complying with all of its provisions and for full and timely payment of rent.

The guarantor(s) below are being asked to guarantee Resident's performance under this Lease Agreement. If Resident does not pay the rent, the guarantor(s) will be financially responsible and shall pay up to the full amount of the rent plus any other applicable charges, if Resident does not pay. Guarantor(s) may also have to pay outstanding interest, late fees, collection costs including attorney's fees, which increase this amount. Owner can collect the rent from the guarantor(s) without first trying to collect from the Resident. Owner may use the same collection methods against guarantor(s) without first trying to collect from the Resident. If performance by Resident (or guarantor) is ever in default, that fact may become part of defaulting party's credit record.

The undersigned guarantor(s) has/have read and understood this Lease Agreement and hereby acknowledges their responsibilities by their respective signature(s).

| | | | |
|--------------------------------|-------------------|--------------------|------|
| Resident's Signature | Social Security # | Driver's License # | Date |
| Resident's Signature | Social Security # | Driver's License # | Date |
| Resident's Signature | Social Security # | Driver's License # | Date |
| Resident's Signature | Social Security # | Driver's License # | Date |
| Guarantor's Signature | Social Security # | Driver's License # | Date |
| Guarantor's Signature | Social Security # | Driver's License # | Date |
| Guarantor's Signature | Social Security # | Driver's License # | Date |
| Guarantor's Signature | Social Security # | Driver's License # | Date |
| Owner/Acting Agent's Signature | Social Security # | Driver's License # | Date |

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Initials: _____, _____, _____, _____.

CO-SIGNER AGREEMENT

By signing below, I: _____,
(Co-Signer)
acknowledge receipt of and fully understand the Rental Agreement dated the ____ day of
_____, 20____,

BY AND BETWEEN

Tenant: _____

Owner: _____

FOR PROPERTY KNOWN AS

Address: _____ Apt.#: _____

City: _____, CA.

I also agree that I am fully responsible for all terms and conditions of said lease and will guarantee the monthly rental payment. I understand that I am not a tenant and will not reside on the premises.

Co-Signer

Date

Co-Signer

Date

Landlord/Agent

Date



COLLEGE VIEW APARTMENTS, LLC.
RULES & REGULATIONS
Attachment "A"

The following Declaration of Rules & Regulations (R&RS) have been established for COLLEGE VIEW APARTMENTS LLC (CVA). The success of the apartment complex is founded on basic principles of decency and consideration for our neighbors. The R&RS will serve as a ready reminder and reference of the various obligations we have, one to another, in our day-to-day living.

Provisions for these R&RS, and authority for enforcement, are contained herein which will be in the possession of every RESIDENT. It is the responsibility of each Resident to make sure that their guest(s) are aware of the restrictions of these governing documents; however, it is the responsibility of each Resident for the conduct of their guest(s).

Observing and enforcing these R&RS is the responsibility of each and every Resident, for the mutual benefit of everyone. There are penalties for violations, but it is the sincere hope of the Owner that the imposing of such penalties will never be necessary.

For purposes of surveillance of the property cameras have been installed in various places atop the building and in common areas of the complex. These cameras are to deter potential violators but does not insure or guaranty any safety of Resident, guests, family, their guests and any other person invited into the premises. Cameras provide immediate viewing and does not produce taped cassettes available for Residents or law enforcement. It is the responsibility of each Resident to guard themselves by keeping vigilant - keep your apartment door and car(s) locked, your windows closed and covered, especially if you live in first floor units. It is never advisable to allow strangers or unknown guests into your apartment.

CVA R&RS are as follows:

1. Parking: Each apartment unit is allocated one parking space for Resident parking **ONLY**. Due to limited parking spaces, only cars owned by leased Residents will be allowed to park in the rear parking lot. These cars must be registered on each of the Residents "**Confidential Management Record**" forms marked **Attachment "E"**. This form will list vehicle ownership and will help minimize problems associated with unregistered parking. To avoid towing, **DO NOT ALLOW** your friends, your guests, their guests, boy/girl friends or any other person you invite onto the premises, to use your respective parking spot(s). Parking lot stickers are only issued to leased Resident. Sticker(s) are not to be borrowed, sold or switched as these stickers secure your parking space. Your static cling sticker must be posted at the bottom of the driver's side windshield at all times, or your vehicle could be towed. Lost stickers are the financial responsibility of each Resident. **Each sticker**

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Initials: _____, _____

costs \$100 for replacement. CVA HAS A CONTRACT WITH A TOWING COMPANY THAT MONITORS THE PARKING LOT 24/7.

- All unknown or undocumented vehicles will be towed away at owner's expense.
- Extra parking spaces are available on a first come first serve basis. Each additional parking space is \$75 per/month.
- Do not park in other Residents' parking spaces or Manager's Parking spot.
- All visitors are to park on the street.
- No vehicle maintenance or overhaul work is permitted in the parking lot. Each Resident is responsible for their respective parking place i.e., keeping space clean of oil, grease or trash.
- No washing of vehicles are allowed in the parking lot.
- Speed limit within the parking lot is 5 miles per hour. The driveway is one way only. **AT ALL TIMES DRIVE SLOWLY!**
- Double parking or piggy-back parking is prohibited except in large assigned spaces (these spots are charged \$75 per/month. Resident should not block other Resident vehicles when parking in the lot at **ANY TIME!**
- All additional **rented** parking spaces are agreed to be paid monthly and followed in tandem throughout the full term of the Lease Agreement.
- Do not leave debris or trash dumped in or around the parking lot.
- Owner/Management are not responsible for the security of Resident's cars or personal property and/or their guests cars or personal property, refer to **Lease Agreement #19.**

2. Nuisances & Refuse Disposal:

a) Nuisances - Noxious or offensive activities are not permitted in any part of the complex. Annoyances or nuisances which may interfere with the quiet enjoyment of neighbors are not allowed. No activity is permitted which will increase the rate of the facility's insurance policy or cause it to be cancelled. Storage of flammable or combustible substances in a unit or balcony is prohibited. No Resident or guest shall make or permit any noise or activity which interferes with the rights, comfort, or tranquility of any other Resident in the use and enjoyment of their residences. Noise levels must be restricted to levels which are not disturbing to neighbors. Possible offensive noises include, but are not limited to guests, loud radios, television, and stereos etc.

•CVA has a **"No Party Policy"**. Any Resident(s) having guests that **disturb or cause a nuisance to any neighboring resident are in violation of this regulation.** The "No Party Policy" is to maintain a quiet and professional studying atmosphere. **WE ARE IN STRICT ADHERENCE TO THIS POLICY AND STAND AT NO TOLERANCE LEVEL ON THIS ISSUE.**

MANAGEMENT WILL CONTACT RESIDENTS' PARENTS/GUARANTOR(S) & SAN DIEGO CITY POLICY IMMEDIATELY UPON COMPLAINTS OF NEIGHBORING RESIDENTS.

Resident acknowledges having read, understood, and agreed to all of the terms sited on this page. Resident also acknowledges, by initialing below, that he/she has made a copy of this page and all other pages of the Rules & Regulations prior to turning original document into CVA Management.

Initials: _____, _____

b) Refuse Disposal & Storage -

- Trash pick-up is on Mondays & Fridays.
- There are two large dumpsters located at the northwest side of the back parking lot situated near the laundry area. Please place all trash inside the dumpster (do not place or dump trash around or outside of receptacles) and keep lids closed at all times.
- Do not dump liquid items directly into dumpsters.
- The trash dumpsters are intended for normal day to day trash. Any violators that are spotted leaving large furniture, mattresses or items that need to be taken to the dump will be charged a hauling fee.
- Smoking is prohibited on balconies. Cigarette butts are to be disposed in ashtrays. Do not throw butts about the complex.
- Please dispose of all unwanted mail, do not throw magazines or advertising materials on the ground or in stairwells.
- Written warnings and possible fines will be issued to any Resident seen littering the grounds.

3. Animals:

- No animals or pets are allowed on the premises. You will not allow any pet animal or bird onto the premises at any time for any purpose whatsoever. Pet sitting is forbidden.

4. Bicycles:

- If you keep your bicycle in the apartment they must be lifted when bringing them into the apartment. Bicycles are not allowed to roll or be driven in the apartment. Any damage to interior or exterior walls and/or carpets is the responsibility of the Resident.

5. Pool:

- Pool is to be used at own risk
- Pool hours are 9am-10pm summer. Closed during the months of November-April.
- Pool is for Resident use only. Guests must be accompanied by a Resident at all times.
- For your safety, dry off before leaving the pool area in order to avoid slipping & tracking water through the hallways. No diving or horseplay around the pool area.
- Chlorine water from the pool destroys the surrounding landscape. Please use walkways when walking through the common areas. Chlorine water also destroys and discolors carpets - please dry off before entering apartment.
- Do not enter the pool with excessive oils, lotions, or grease. Water discoloration, pollution, and added maintenance expense have been attributed to pool users who enter the pool covered with suntan lotions or other oily substances.
- Lifeguards are **NOT** on duty, children under (14) years must be accompanied and supervised by an adult Resident (18 years old) at all times.

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Initials: _____, _____
_____, _____

- All liquids in the pool area must be in unbreakable containers. No glass of any type is allowed in the pool area. Food and drinking of alcoholic beverages is prohibited.
- Pool furniture is the property of the complex and is not to be abused or removed from the pool gated area.
- No bicycles, skateboards, or skates are allowed inside the pool area.
- Life-saving equipment is for emergency life-saving use only. Equipment is out and in open view hanging on pool fence.
- No beach balls, toys surfboards, or inflated rafts are allowed in pool area. Pool is too small to contain such items.
- Running on pool concrete deck, rough play, loud radios and vulgar language is prohibited.

6. Water:

- The "NO HOSE" policy states that no hoses shall be used within the compound of CVA for the purposes of cleaning cars and the like.
- Hoses shall not be used for washing or rinsing off patios.
- Please do your part to conserve water at CVA.
- The use of water is charged to each Resident at \$25.00 per month. It is hopeful that this amount will stay constant. Should expenses of water increase, or usage increase, Owners have the right to increase your water fees.

7. Landscaping & Balconies:

- Please help us keep the halls and sidewalks clean.
- Avoid walking or sitting on the grass areas.
- Do not hang items over the balcony or sit on balcony ledges.
- No drinking of alcoholic beverages** or horseplay allowed on balconies.
- No sitting or SMOKING on balcony ledge.
- All plants on balconies shall be hung or placed in such a manner that should they fall or be overturned, they will fall into their respective balconies. Resident is responsible for damages of any kind (ledges or exterior landscaping etc) or injuries.
- Cigarette butts are to be disposed in ashtrays. Do not throw butts about the complex.
- Per our insurance, **NO CHARCOAL BBQ GRILLS OR HIBACHI'S ARE ALLOWED** in or on the premises. **ALLOWABLE BBQ grills are gas or propane with attached lids only**, and are to be situated in the center of the balcony away from any walls, sliding door and patio panel enclosures. BBQs must be attended to at all times. *Resident should have updated apartment insurance* in the event of a fire, as any damages will be the Resident's financial responsibility. Strict compliance of this regulation must be strictly adhered to.

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Initials: _____, _____
 _____, _____

8. Verticals Window Coverings:

- Keep your windows closed when raining.
- Handle vertical closures with care. If they malfunction contact Resident Manager. Any broken wands are Resident’s financial responsibility for replacement.

9. Windows & Screens:

- All windows and screens have recently been replaced. All windows have been inspected prior to your occupancy. It is your responsibility to keep & maintain them in this condition. Please use care when opening & closing. Screens are fragile and are easily torn. Screens should not be removed for any reason and Resident must not be climbing in or out of windows. Resident is responsible for replacement of any broken/damaged screens and windows regardless of reason. Refer to *Attachment "D"*, **“LABOR PARTS & REPAIR”** list.

10. Laundry Facilities:

- There are two (2) laundry facilities located in the rear parking lot at both ends.
- The laundry facilities are open for use between the hours of 8am-10pm daily.
- Please keep the laundry rooms clean and suitable for use by other Residents.
- Always inform management immediately of any problems with the machines.

11. Security & Liabilities:

- Always keep your doors and windows locked.
- Inform the Resident Manager of lost keys. Resident is financially responsible for replacement of any lost keys.
- Always have current updated information listed on your **"CONFIDENTIAL MANAGEMENT RECORD"** forms, Attachment *"E"*.
- It is the responsibility of each and every Resident to obtain Renters’ Insurance.** CVA is not liable for lost, stolen or damaged personal property for any reason including but not limited to burglaries, water damage or loss of use of refrigerator and/or heater etc.

12. Refrigerators, Stoves & Heaters:

- Refrigerators should be set at #”5” as turning them up to ”10” during peak summer heat will freeze everything including components. Should service be required and determined to be Resident’s negligence, billing will be the financial responsibility of Resident(s).
- Stoves have breakable knobs. Do not force knobs when trying to turn on stove. You must first push them in then turn them to the left slowly. Replacement knobs are expensive and are Resident’s responsibility.
- Heaters are checked once a year by SDG&E during the months of November - December for security of carbon monoxide leaks and for workability of units. If you need assistance with the furnace &/or directions, please contact the Resident Manager.

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 _____, _____

13. Plumbing:

- Do not flush sanitary napkins, tampons, wipes or paper towels down toilet - USE ONLY TOILET PAPER. Our plumbers can detect the origin of clogged pipes. If misuse or neglect of the apartment plumbing, then Resident will be financially responsible for repairs.
- Should you have any plumbing problems, you must complete a "WORK ORDER" located on the front of the office door or submit via website at: www.collegeviewapartments-sdsu.com and submit immediately.
- Leaks will be fixed immediately to minimize any damages and conserve water usage. Resident is responsible to inform Resident Manager of emergencies by calling office phone number (619) 287-6456. All leaks and related plumbing issues require a completed "Work Order".
- Do not dump grease, peeling, cores or lemon rein in the garbage disposal. Keep counters clear of beer bottles tops (they always seem to drop into garbage disposal). Be careful not to drop flatware in disposal when turning on.
- When running the disposal, use **lots** of water at medium temperature.
- Resident is responsible for plumbing repairs when hair clogs up tubs and sinks.
- Use ice cubes in garbage disposal when you want to clean the disposal. Ice clears bad smells and sharpens the blades.

14. Lighting:

- Please report any lights that are out in the hallways, laundry facilities, pool areas or parking lot.
- All apartments are supplied with working light bulbs. Replacement bulbs for the interior of the apartments, individual balconies, kitchen stoves and refrigerators are Resident's responsibility.

15. Flooring & Carpeting:

- Each apartment has wood floors. It is imperative that care is given so that floors do not get wet. The bathroom and kitchen floors will absorb moisture into the flooring creating warping and creaking. Tiles will loosen from the surface if floors are kept wet.
- When showering, be sure shower doors and/or curtains are completely closed so that water does not drip, splash or stream onto the floor. Dry yourself before stepping out of the shower. Use a bath mat or towel to step on when getting out of the shower.
- Carpets must be vacuumed often. A loaner machine is available and you may check out the unit from the Resident Manager.
- Try not to walk on carpets with wet or bare feet as this causes dirty traffic pathways from natural oils on your feet.

16.Mold:

- Moisture can accumulate inside an apartment dwelling if it is not regularly aired out. Allowing moisture to accumulate can cause mildew and mold to grow within an apartment. It is important that you, as the resident,

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Initials: _____, _____
 _____, _____

regularly allow air to circulate in your home by using floor and ceiling fans when & where available, and regularly opening the windows and sliding doors.

It is common for mold and mildew to grow if even a small amount of moisture builds up. You should clean up any mold and mildew with a household cleaner. If air is allowed to circulate in your apartment, mold and mildew should not grow. However, if you experience any plumbing leak(s) from the ceiling or any door or window, please notify the onsite RM immediately and fill out a W/O located at the office or by email at CVA website www.collegeviewapartments-sdsu.com.

17. Notice of Entry:

- Twenty-four (24) hours is presumed to be reasonable notice of Owner’s intentions to make necessary or agreed repairs, alterations or improvements, to supply necessary or agreed services or to show prospective tenants, workmen, or contractors Resident’s unit. Resident may be present but entry is not conditioned upon such presence. Due to work and school schedules it is not always convenient to work around service peoples schedules. When able, Owners of his/her agents or employees such as Resident Manager and/or maintenance may enter the place when property is at risk. Entry of a 24 hour notice will be done during normal business hours (8:00am - 5:00pm, Monday through Saturday, except holidays) or at a mutually agreed upon time other than those hours and days mentioned above.

18. General Office & Maintenance Information:

- Office hours are from 9am-5pm Monday through Friday with lunch breaks between the hours of 12:30-1:30pm. Saturday & Sundays the office is CLOSED. Office hours may vary depending on the time of the year.) Extended hours are in the months of May - September and those hours will be posted on the office door.
- The Resident Manager resides in Apartment #2. The office phone number is always posted on the front of the office door along with other emergency and important phone numbers.
- Should you get locked out of your apartment after work hours and the Resident Manager is not on the premises, you can reach the RM by telephone, however, a \$45 cash payment must be made at time of entry into your unit should you request immediate attention.
- Report any questions or concerns regarding maintenance issues to the Resident Manager. Before any work can begin, a "Work Order" form must be completed and signed by Resident. You may obtain and drop off the forms at the on-site office or you may complete this form through the CVA website at: www.collegeviewapartments-sdsu.com. All orders will be processed on a first come first serve basis, with the exception of URGENT needs taking priority. For purposes of documentation, "Work Orders (W/O)" will not be accepted by word of mouth, by phone message, or written on Resident Manager’s message board.
- All correspondence should be processed through the RM *first*, however should any Resident(s) need to contact the administrative office, emails can be sent to collegeviewapartments@gmail.com.

Resident acknowledges having read, understood, and agreed to all of the terms sited on this page. Resident also acknowledges, by initialing below, that he/she has made a copy of this page and all other pages of the Rules & Regulations prior to turning original document into CVA Management.

Initials: _____, _____

19. Enforcement of Rules & Regulations:

It is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Owner terminates this Lease Agreement for cause, or Resident breaches this Lease Agreement. Therefore, if Resident is in breach and Owner terminates this Lease Agreement for just cause then Resident & Guarantor(s) are responsible for the amount of the unpaid rent for the balance of the term of the Lease Agreement or until such time that the Apartment is occupied by an Owner approved paying Resident, whichever period is shorter. Actions considered to be in breach included herein, but are not limited to, violation of nuisance, "No Party Policy", misuse of parking privileges and/or permit(s) improper disposal of trash, and/or policies regarding balconies and common areas. Owner reserves the right to adjust damages to reflect severity of breach. Damages can range from a minimal amount to a maximum of one month's rent.

The undersigned Resident hereby certifies that he/she has read and completely understands the College View Apartments, LLC., Rules & Regulations and hereby acknowledges a receipt of a copy of these Rules & Regulations *Attachment "A"*. Additional copies can be obtained by going on the property website.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Co-Signer/Guarantor Signature

Date

Co-Signer/Guarantor Signature

Date

Co-Signer/Guarantor Signature

Date

Co-Signer/Guarantor Signature

Date

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Initials: _____, _____

REPLACEMENT LABOR/PARTS & REPAIRS LIST - Attachment "D"

This document is incorporated into and shall become part of the Lease Agreement by and between College View Apartments LLC., and Resident.

A) California Civil Code Section 1950.5(b) 2-3 states that security deposits may be used for the repair of damages to the premises, exclusive of normal wear and tear, and the cleaning of the termination of the tenancy. It is generally recognized, and for the purposes of this Lease Agreement, we agree that cleaning of the premises shall include the removal of all the possible dirt from the carpets, counters, sinks, appliances, showers and tubs, windows and sills, and all surfaces throughout the premises.

B) Upon vacating the premises, should replacement of damaged or missing items be necessary in the premises, the actual replacement cost will be charged. As a guideline only, deductions against security deposit for turnover of the premises by management will be assessed for actual charges incurred.

| TURNOVER COSTS: | 1BED/1BATH | 2BED 1 BATH | 2BED 2BATH |
|--------------------|------------|-------------|------------|
| FULL PAINT | \$650.00 | \$750.00 | \$750.00 |
| PARTIAL PAINT | \$100 up | \$100.00 | \$100.00 |
| TOUCH-UP PAINT | \$75-\$300 | \$75-\$300 | \$75-\$300 |
| CARPET CLEANING | TBD | TBD | TBD |
| CARPET DEODORIZING | \$-Cost | \$-Cost | \$-Cost |

C) Generally, maintenance charges for labor are assessed at a minimum rate of \$35 per/hr on the following items but not limited to: trash removal, washing of walls, doors, doorframes, switch plates, or heat registers, removing contact paper, cork, mirror tiles, wallpaper sand flooring, also any other miscellaneous repair or cleaning required. As a guideline only, replacement of damaged and/or missing items will normally be charged at the following rates. ***The list that follows is not limited to the items below. Any items not present on this form will be assessed at market value plus labor charges & charges for FUEL when items are required for replacement/pick-up.*** (Fuel fees are based on miles to pick up merchandise/parts/supplies. Minimum rates begin at average \$ per/gallon. **Items below do not include fuel charges/fees it will be added at time of replacement).**

| ITEMS | COSTS | | |
|----------------------------|------------------|--------------------|---------|
| BATTERY(9VOLT) each | \$3.00 | | |
| BALCONY SCREEN DOOR | Part +labor | | |
| BROILER PAN | Part cost | | |
| BULBS: | | | |
| Florescent (each) | \$10.00 | | |
| Heat Lamp (each) | \$15.00 | | |
| Regular (each) | \$4.00 | | |
| Globe (12") | Part cost | | |
| Globe (8") | Part cost | | |
| Vanity (each) | \$4.00 | | |
| Appliance | \$4.00 | | |
| CABINET DOOR | Part cost +labor | | |
| CARPET/pad | Part cost +labor | | |
| Carpet damage | Starting @\$50 | | |
| COUNTERTOP | | | |
| Replacement | Part cost +labor | Repair only starts | at \$85 |
| DOOR: | | | |
| Sliding galss(balcony) | Part cost +labor | | |
| Frame Repair (replacement) | \$350.00 | Repair only starts | at \$95 |

REPLACEMENT LABOR/PARTS & REPAIRS LIST - Attachment "D"

| ITEMS | COSTS | | |
|---------------------------|----------------------------------|-----------------------------|----------------------|
| Door Frame(interior) | \$150 up +labor | | |
| Door knob (interior) | Part cost +labor | WINDOW REPLA | CEMENT PER/PANE |
| Door stops (each) | \$4.00 | Bedroom | \$240 + installation |
| Drip pans (each) | \$7.00 | Bathroom | \$190 + installation |
| Fire extinguisher (each) | \$150.00 | Livingroom | \$325 + installation |
| Garbage disposal | \$90 up + labor | | |
| Glass windows regular | Material Cost + labor | | |
| House Cleaning | TBD | SCREEN REPLACEMENT PER/PANE | |
| KEYS (door & mailbox) | \$10 each | Bedroom | \$85 + installation |
| Kitchen cabinet hinges | \$6 each + labor | Bathroom | \$65 + installation |
| Light cover (bedroom) | \$45 + labor | Diningroom | \$92 + installation |
| Light fixture (balcony) | \$55 +labor | Livingroom | \$90 + installation |
| Lock (entry door) | \$95 +labor | | |
| Mailbox lock | \$45 + labor | | |
| Mirror | Material Cost + labor/repair TBD | | |
| Outlet plates | \$3 each + labor | | |
| Oven Rack | Part Cost | | |
| Parking Permit | | | |
| Patio/balcony power wash | \$100 (due to heavy grease) | | |
| Peep holes | \$20 + labor | | |
| Pest Control | \$100 minimum fee | | |
| Plumbing repairs | TBD | | |
| Range filters | Part Cost | | |
| Range hood | Repl Cost +labor | | |
| Range knobs | Part Cost | | |
| Recaulking: sinks | \$50.00 | | |
| tub/shower | \$60.00 | | |
| Refrigerator: Crisper cvr | Repl Cost | | |
| Crisper tray | Repl Cost | | |
| Rekey lock | TBD | | |
| Rescreening: Windows | \$55-\$65 | | |
| Balance door | Material cost +labor | | |
| Shower Door | Repl Cost+labor | | |
| Shower rods | \$35+labor | | |
| Sink stoppers | \$15 each | | |
| Smoke alarms | \$40 each +labor | | |
| Storage fees | TBD per/day | | |
| Stove burner cups | Part cost | | |
| Toiletpaper roll | \$5.00 | | |
| Toilet seat | Part Cost+labor | | |
| Towel bar | \$15+labor | | |
| Trash hauling | \$75 minimum fee | | |
| Window covering | Repl Cost+labor | | |
| Vertical Vane | Repl Cost+labor | | |
| Vertical wand repair | Vendor Cost | | |
| Wall stoppers | \$5 each | | |
| Wall repair | \$60 min & up | | |

TBD = To Be Determined

NOTE: All prices are subject to change

CONFIDENTIAL MANAGEMENT RECORDS

Attachment "E"

The following form is required for Resident contact & emergency information. **Each Resident must complete one at time of application.**

ADDRESS/APT #: _____

RESIDENT Name: _____

Phone Land Line (if applicable): _____

Cell: _____

Email Address: _____

Work Phone (If applicable): _____

Car: Model: _____ Color: _____ License Plate#: _____ Pking Tag#: _____

Emergency Contact Family Name: _____

Family Home Address: _____

Mom's Home Phone: _____ Cell: _____ Wk: _____

Dad's Home Phone: _____ Cell: _____ Wk: _____

Mom's Email Address: _____

Dad's Email Address: _____

Co-signer/Guarantor if other than above parent: _____

Co-signer/Guarantor Address (if applicable): _____

Notes/Comments: _____

SATELLITE DISH ADDENDUM

Attachment "F"

Under the Federal Communications Commission order, Resident has a limited right to install a satellite dish or receiving antenna on the leased premises. Owner may impose reasonable conditions to installing such equipment.

Number and Size: You may install only one satellite dish or receiving antenna on the premises. A satellite dish may not exceed one meter in diameter. An antenna may receive but not transmit signals.

Location: Location of the satellite dish is limited to (a) inside Resident's dwelling, or (b) in an area outside resident's dwelling such as a balcony, patio yard, etc. of which Resident has exclusive use under Resident's lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use.

Safety and Non-interference: The installation:

- Must comply with reasonable safety standards
- May not interfere with our cable, telephone, or electrical systems, or those of neighboring properties
- May not be connected to our telecommunications systems and
- May not be connected to our electrical system except by plugging into a 110-volt duplex receptacle.

If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of two methods:

- Securely attaching it to a portable, heavy object such as a small slab of concrete or
- Clamping it to a part of the building's exterior that lies within Resident's leased premises; (such as a balcony or patio railing).
- No other methods are allowed.

Signal Transmission from Exterior Dish or Antenna to Interior of Dwelling: Under the FCC order, Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If Resident's satellite dish or antenna is located outside Resident's dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of Resident's dwelling only by the following methods:

a) running a "flat" cable under a door jamb or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; b) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); c) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window - without drilling a hole through the window; d) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or any other method approved by us.

Workmanship: In order to assure safety, we must approve the strength and Type of Materials used for installation. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld.

Maintenance: Resident will have the sole responsibility for maintaining Resident's satellite dish, antenna, and all related equipment.

Removal and Damages: Resident must remove the satellite dish or antenna and other related equipment when Resident moves out of the dwelling.

Date: _____

Owner/Agent : _____

Resident(s): _____

