

REPUBLICA DE COLOMBIA RAMA
JUDICIAL DEL PODER PUBLICO
Juz 01 Pequeñas Causas y Competencia Multiple
ENVIGADO (ANT)
REPORTE DE TRASLADOS



Rama Judicial
Consejo Superior de la Judicatura
República de Colombia

TRASLADO No. 08

Fecha del Traslado: 26/4/2024

Página 1

Nro Expediente	Clase de Proceso	Demandante	Demandado	Observacion de Actuación	Fecha Auto	FECHA INICIAL	FECHA FINAL
05266418900120200058500	Ejecutivo Singular	AECSA	JOSE ALEJANDRO CASTAÑO HOYOS	Traslado Art. 110 C.G.P. Nulidad.-	N/A	29/04/2024	2/05/2024
05266418900120220100300	Ejecutivo Singular	URIBIENES PROPIEDAD RAIZ	ESTEBAN EDUARDO MIRANDA RODRIGUEZ	Traslado Art. 110 C.G.P. DEL CREDITO.-	N/A	29/04/2024	2/05/2024
05266418900120230046300	Ejecutivo Singular	12F FINANZAS S.A.S.	JOSE LUIS YORI GUTIERREZ	Traslado Art. 110 C.G.P. DEL CREDITO.-	N/A	29/04/2024	2/05/2024
05266418900120230050100	Ejecutivo Singular	12F FINANZAS S.A.S.	JUAN EUCLIDES LOPEZ ALMENDRALES	Traslado Art. 110 C.G.P. DEL CREDITO.-	N/A	29/04/2024	2/05/2024
05266418900120230050200	Ejecutivo Singular	12F FINANZAS S.A.S.	HARRISON BERRIO CHICA	Traslado Art. 110 C.G.P. DEL CREDITO.-	N/A	29/04/2024	2/05/2024
05266418900120230091600	Ejecutivo Singular	COOPERATIVA JHON F. KENNEDY	JUAN ESTEBAN CIFUENTES ARANGO	Traslado Art. 110 C.G.P. DEL CREDITO.-	N/A	29/04/2024	2/05/2024
05266418900120230095600	Ejecutivo Singular	COOFINEP COOPERATIVA FINANCIERA	MARTHA NUBIA - MARULANDA ATEHORTUA	Traslado Art. 110 C.G.P. DEL CREDITO.-	N/A	29/04/2024	2/05/2024
05266418900120230099300	Ejecutivo Singular	BANCO DE LAS MICROFINANZAS BANCAMIA S.A.	ADRIANA BERMUDEZ ARANGO	Traslado Art. 110 C.G.P. DEL CREDITO.-	N/A	29/04/2024	2/05/2024
05266418900120230107100	Ejecutivo Singular	12F FINANZAS S.A.S.	LUZ MARINA CORREDOR BONILLA	Traslado Art. 110 C.G.P. DEL CREDITO.-	N/A	29/04/2024	2/05/2024
05266418900120230110400	Ejecutivo Singular	12F FINANZAS S.A.S.	HECTOR ALBERTO URIBE GUTIERREZ	Traslado Art. 110 C.G.P. DEL CREDITO.-	N/A	29/04/2024	2/05/2024
05266418900120230110900	Ejecutivo Singular	12F FINANZAS S.A.S.	SOR EDILMA HIGUITA TABARES	Traslado Art. 110 C.G.P. DEL CREDITO.-	N/A	29/04/2024	2/05/2024

Nro Expediente	Clase de Proceso	Demandante	Demandado	Observacion de Actuación	Fecha Auto	FECHA INICIAL	FECHA FINAL
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DE CONFORMIDAD CON LO PREVISTO EN EL ART. 110 DEL CÓDIGO GENERAL DEL PROCESO, SE FIJA EL PRESENTE TRASLADO EN LUGAR PUBLICO DE LA SECRETARIA
HOY **26/4/2024** A LA HORA DE LAS 8 A.M.


SECRETARIO (A)

Solicitud proceso 05266418900120200058500

José Alejandro <josealejandrocetano@gmail.com>

Vie 1/03/2024 13:51

Para: Juzgado 01 Pequeñas Causas Competencia Múltiple - Antioquia - Envigado
<j01cmpccenvigado@cendoj.ramajudicial.gov.co>

 1 archivos adjuntos (4 MB)

DocumentoJuezaParejaDEF.pdf;

Anexo comunicación adjunta.

Reciban un atento saludo.

Davis, California, 1 de marzo de 2024

Jueza

Claudia Marcela Pareja Arango

Juzgado Primero de Pequeñas Causas y Competencia Múltiple
Envigado

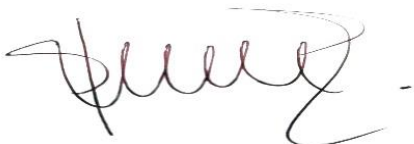
Asunto: Nulidad por indebida notificación

Honorable jueza: respetuosamente le solicito que declare la nulidad de lo actuado por indebida notificación. Estos son mis cinco argumentos:

1. Mi pretensión no es negar el pago de la deuda que aquí se me cobra. Más allá de las circunstancias personales de ese préstamo bancario, reconozco la obligación contraída y mi deseo es saldarla con las garantías de un proceso justo. **Este no lo ha sido.**
2. La dirección de vivienda y el correo personal precisado por la abogada demandante en este fallo no se corresponden con los míos. **Ninguna de esas direcciones allí referidas, ni la domiciliaria ni la electrónica, son o han sido mías.**
3. Me sorprende, sin embargo, que la notificación de este fallo sí haya sido remitida a mi correo personal. La empresa cobradora lo tenía, en efecto, pues yo mismo se los había informado mediante un mensaje expreso y oportuno. De haber sido atendido entonces, con un mínimo de diligencia, como ahí lo solicité, habría tenido la oportunidad de saldar la deuda y no verme sorprendido ahora, al final de una demanda.
4. El 22 de julio de 2022 le envié un mensaje al correo electrónico de la empresa de abogados: atencionalcliente@aecsac.co (**prueba 1**). En ese mensaje les informé que vivo en el exterior y que deseaba comunicarme a la brevedad para averiguar el historial y el estado de la reclamación. Jamás recibí una respuesta de Aecsac, solo hasta ahora, con la presente notificación.
5. Mi domicilio en el exterior es: 717 Alvarado Avenue. Apartamento 233, Davis, California. Anexo los tres contratos de arrendamiento desde marzo de 2022. (**prueba 2, 3 y 4**).

Dicho lo anterior, reitero que se declare la nulidad de todo lo actuado por indebida notificación.

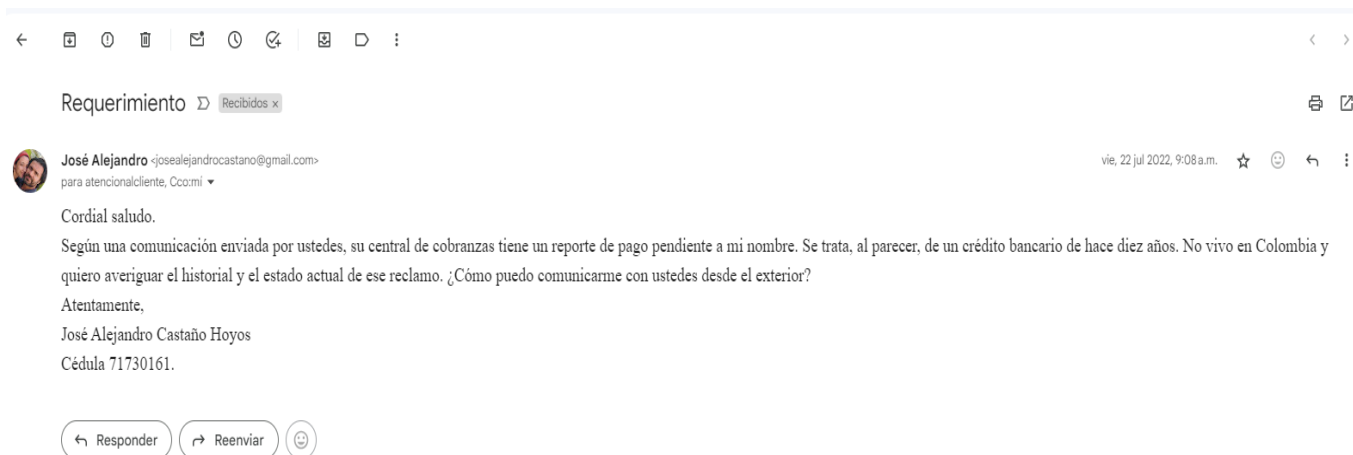
Con toda mi consideración,



José Alejandro Castaño Hoyos
Cédula 71730161, de Medellín.
josealejandrocetano@gmail.com

Prueba 1.

(Pantallazo de correo enviado a atencionalcliente@aecsa.co, el 22 de julio de 2022, jamás respondido)



Prueba 2.

(Contrato de sesión de arrendamiento, desde marzo 20 de 2022 al 31 de agosto de 2022)

ASSIGNMENT AGREEMENT

This is an agreement to assign real property. For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned ASSIGNOR(S) hereby assigns and transfers to the undersigned ASSIGNEE(S) all of his/her interest in the attached lease covering the following premises:

208

(Unit No.)

880 Alvarado Ave. Davis, CA. 95616

(Address)

ASSIGNEE(S) hereby agrees to accept the Assignment and expressly assume and agree to keep, perform, and fulfill all the terms, covenants, conditions, and obligations of the ASSIGNOR(S) under the original lease. The Assignment incorporates and is subject to the original lease agreement between Owner (La Salle Apartments) and Residents, a copy of which is attached hereto. No further assignment or subletting of the lease shall be made without written consent of the Landlord.

The term of this Assignment is 5 months 11 days beginning March 20, 2022 and ending August 31, 2022, the rent is \$2195 per month and is payable to La Salle Apartments, 880 Alvarado Avenue, Davis, CA 95616.

The ASSIGNEE(S) and ASSIGNOR(S) have made the following agreement with regards to the disposition or exchange of any advance rent, payment, deposits, etc., which apply under the terms of this agreement and/or the original lease.

Assignor (Jessica Merced David Rocha) and Assignee (Jury Garcia Jose Castano Maria Daza Toro Jose Montesinos) agree to the Rental terms above. Assignee agrees to take the Apartment as is. All deposits and Last Months Rent will remain on account with La Salle Apartments. All personal property left by assignor or assignee is not the responsibility of La Salle Apartments. All rent is due between the 1st - 5th of Every month.

By their signatures below, ASSIGNORS and ASSIGNEES acknowledge approval of this Assignment.

1. _____
(Assignor)
2. _____
(Assignor)
3. _____
(Assignor)
4. _____
(Assignor)

1. _____
(Assignee)
2. _____
(Assignee)
3. _____
(Assignee)
4. _____
(Assignee)

The undersigned OWNER hereby consents to the assignment of the above described premises as set out in this Assignment Agreement.

THIS IS NOT A VALID CONTRACT UNLESS APPROVED BY THE OWNER OR AGENT.

(Date)

(Owner or Agent)

As Provided by paragraph 13 of the Additional Terms of the Davis Model Lease, the remaining RESIDENT(S) will exercise good faith and reasonableness in accepting new RESIDENT(S). By their signature(s) below, remaining RESIDENT(S) indicate their approval of this Assignment.

1. _____
(Remaining Resident)
3. _____
(Remaining Resident)

2. _____
(Remaining Resident)
4. _____
(Remaining Resident)

1 YEG 3 JMM 5 MLD 7 JM 9 JAC

As provided by paragraph 13 of the Additional Terms of the Davis Model Lease, the remaining RESIDENT(S) will exercise good faith and reasonableness in accepting new RESIDENT(S). By their signature(s) below, remaining RESIDENT(S) indicate their approval of this Sublease.

1. _____
(Remaining Resident)

2. _____
(Remaining Resident)

3. _____
(Remaining Resident)

4. _____
(Remaining Resident)

⁸ Jose Cricelio Montesinos Lopez

¹⁰ Jose A Castano Hoyos

¹¹ Yasmine Brown

² Yury E Garcia Puerta

⁴ Jessica M Meredith

⁶ Maria L Daza Torres

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this **06/14/2022** between **La Salle Apartments**, "Owner/Agent," whose address and phone number are **880 ALVARADO AVE, DAVIS, CA, 95616, (530) 753-5155** and **Yury E Garcia Puerta, Jose A Castano Hoyos, Jose Cricelio Montesinos Lopez and Maria L Daza Torres**, "Resident."

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner/Agent rents to Resident and Resident rents from Owner/Agent, for residential use only, the premises located at: **880 Alvarado Avenue #208-A, Davis, CA, 95616**.
2. **TERM:** The term of this Agreement is for **12 months, 0 days** beginning on **09/01/2022** and ending **08/31/2023**, at which time this Lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current market value of the unit, divided by 30. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Owner/Agent accepts rent from Resident thereafter. Except as prohibited by law, that month-to-month tenancy may be terminated by the Owner by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate the tenancy by service upon the Resident of a written 30-day notice.
3. **RENT:** Rent is due in advance on the **1** day of each and every month, at **\$2,395.00** per month, beginning on **09/01/2022**, payable to Owner/Agent at **880 ALVARADO AVE, DAVIS, CA, 95616**. Payments made in person may be delivered to Owner/Agent between the hours of **Monday - Friday, 10AM - 5PM**. Acceptable methods of payment: Personal Check, Money Order, Cashier's Check, Credit Card or e-Check. If the lease agreement does not begin on the first of the month, Rent for any partial month shall be prorated at the amount of 1/30th of the monthly rent per day.
4. **RENT PAYMENT:** Owner/Agent may apply any payment made by Resident to any obligation of Resident to Owner/Agent notwithstanding any dates or other direction from Resident that accompanies any such payment. Any attempt by Resident to allocate a payment in any other way shall be null and void, including the use or application of a restrictive endorsement or limitation on any check or other payment. In the event of roommates, or another form of multiple occupancy, Resident understands and agrees that rent shall be paid with a single payment and that it is up to Resident to collect individual checks or other payments in order to submit a single rent payment. If payment by mail is allowed, Resident bears the risk of loss or delay of any payment made by mail and Owner/Agent must receive mailed rent payments on or before the due date, except as otherwise provided by law. In absence of prior written agreement, Owner/Agent will accept rent payments only from the Resident. Rent tendered by a Non-Resident shall be deemed rent tendered on behalf of Resident only and not on behalf of the Non-Resident. Should the Owner/Agent elect to accept a payment that does not comply with this paragraph, this shall not be construed as a waiver of this provision.
5. **LATE FEES AND INSUFFICIENT FUNDS:** If rent is paid after the **5th** day of the month, there will be a late charge of **\$50.00** assessed. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of **\$25.00** not to exceed **\$25.00** for the first check passed on insufficient funds, and **\$35.00** for each subsequent check passed on insufficient funds. The Owner/Agent will require that the Resident submit payments via certified funds if a check is passed on insufficient funds. The Owner/Agent may refuse a personal check as the form of rent payment to cure a Three-Day Notice to Pay Rent or Quit.
6. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of **\$800.00 prior to taking possession of the unit**. Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:
 - a. defaults in the payment of rent,
 - b. to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
 - c. to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
 - d. to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident. Any remaining portion of the security deposit shall be returned in the form of a single check made out to all Residents listed above. After either the Owner/Agent or the Resident provides notice to terminate

1 YEG 7 JAC 13 JM 19 MLD

the tenancy, the Owner/Agent and Resident may mutually agree to have the Owner/Agent deposit any remaining portion of the security deposit electronically to a bank account or other financial institution designated by the Resident or to another form or method of return.

7. **RENTAL UNIT AVAILABILITY:** In the event the unit not available on the move-in date due to a prior tenant holding over, or other causes not within the control of Owner/Agent, Resident's damages will be limited to a return of the security deposit, any holding or other deposits and any advances payments of rent.
8. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except: **All utilities must be paid by Resident(s).** Resident shall have the following utilities connected at all times during the tenancy: **Water, Trash, Sewage, Electricity, Gas, Cable TV, Internet and Phone. Each Adult Occupant listed on this Lease Agreement must pay \$30.00 each month to La Salle Apartments along with their rental payment for Water, Garbage and Sewage Services.**

Disconnection of utilities due to non-payment is a material violation of this Agreement.

Resident shall not use common area utilities (such as water or electricity) for the Resident's personal use, without prior written permission from the Owner/Agent.

9. **CERTIFIED FUNDS PAYMENT:** The Owner/Agent may demand or require certified funds as the exclusive form of payment of rent or security deposit if the tenant has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the tenant has instructed the drawee to stop payment on a check, draft, or order for the payment of money. If the Owner/Agent chooses to demand or require certified funds as payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in certified funds for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.
10. **ELECTRONIC RENT PAYMENTS:** If Resident pays online or by direct deposit, such payment shall be deemed to come from Resident regardless of the source of the payment. Payment online or by direct deposit may be rejected or returned by Owner/Agent during the pendency of any legal action, or in anticipation of legal action. Failure or refusal by Resident to cash Owner/Agent's rent refund check shall not defeat Owner/Agent's rejection of the rent being refunded.
11. **AGENT FOR SERVICE OF NOTICES AND PROCESS:** The agent for service of any notices and for service of process is **Yury E Garcia Puerta , Jose A Castano Hoyos , Jose Cricelio Montesinos Lopez and Maria L Daza Torres at 880 Alvarado Avenue #208-A, Davis, CA. 95616**
12. **OCCUPANTS:** Premises shall be occupied only by the following named person(s): **Yury E Garcia Puerta , Jose A Castano Hoyos , Jose Cricelio Montesinos Lopez and Maria L Daza Torres**
13. **GUEST(S):** Any person who is not listed as an Occupant on this Agreement is a Guest. Guests staying more than 72 hours MUST register with the office. A Guest may not stay on the premises for more than 7 consecutive days, or a total of 30 days in a 12-month period. At the discretion of Owner/Agent, Guest(s) who overstay this limit may be required to go through the application process, and if approved, must sign a Rental/Lease Agreement. Resident is responsible for any violations of this Rental/Lease Agreement by Resident's Guest.
14. **USE OF PREMISES:** The premises shall be used as a dwelling for residential purposes only and for no other reason. No retail, commercial, or professional use of the premises shall be made, unless such use conforms to applicable zoning laws and the prior written consent of Owner/Agent is obtained in advance of such proposed use. As a condition for granting such permission, Owner/Agent may require that Resident obtain liability insurance for the benefit of Owner/Agent.
15. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet, nor this Agreement assigned unless approved in writing by management. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law. Resident is prohibited from offering all or part of the premises for short-term rental, such as through Airbnb, VRBO or other such sites. Any person who is not an Occupant or Resident, who occupies any portion of the dwelling unit, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services or property occupancy rights) is not a Guest. This constitutes attempted subletting or assignment under this Agreement.
16. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no waterbeds, charcoal burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") shall be kept or allowed in or about said premises.
17. **LARGE APPLIANCES:** Resident shall not move or remove any large appliances provided by Owner/Agent without prior written consent of the Owner/Agent. Resident shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, portable dishwashers, air conditioners or other large appliances not provided by the owner, without prior written consent of the Owner/Agent.
18. **QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or

neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents. Resident is also responsible for compliance with any local noise ordinances.

- 19. PARKING:** Only one passenger vehicle or motorcycle may be parked in each space. Resident shall only use marked parking spaces and shall ensure that guests park only on public streets. Resident may not use any parking space for recreational vehicles, boats, busses, trailers or similar non-passenger vehicles. The parking area may not be used for storage. Resident may not use any parking space to wash or repair vehicles, to change oil in vehicles or for any purpose other than parking. Resident agrees to move the vehicle and cooperate fully with the Owner/Agent so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient a manner as possible. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense.) Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.
- 20. SMOKING PROHIBITION:** Smoking of any substance is prohibited everywhere on the premises, including in individual units and interior and exterior common areas, unless Owner/Agent has adopted a different policy that is attached as an addendum to this Agreement. Smoking includes the use of e-cigarettes or vaping. The term "smoke" includes vapor from e-cigarettes or other vaping devices. (Check a box if an addendum is attached).

- ✓ This property's policy with respect to allowing smoking is in the attached addendum.
- o This property is subject to a local non-smoking ordinance. The policy for this property is in the attached addendum.

Resident shall inform his or her guest(s) of this Smoking Prohibition. Resident shall promptly notify Owner/Agent in writing of any incident where smoke is migrating into Resident's unit from sources outside of Resident's unit. Resident acknowledges that Owner/Agent's adoption of this policy, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed above. However, Owner/Agent shall take reasonable steps to enforce this provision. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice. Owner/Agent and Resident agree that the other residents of the property are the third-party beneficiaries of this provision. A resident may sue another resident to enforce this provision but does not have the right to evict another resident. Any lawsuit between residents regarding this provision shall not create a presumption that the Owner/Agent has breached this Agreement. A breach of this provision by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.

- 21. LIABILITY FOR PACKAGES:** Owner/Agent is not responsible for the delivery, acceptance or receipt of, damage to or loss of messages, packages, mail or other material left at entrances to the premises or elsewhere on the premises.
- 22. ACCESS CHARGES:** Resident should take care not to lock himself/herself out of the Premises. After hours lock outs are not considered an after-hours emergency and do not require a response from Owner/Agent. Owner/Agent will require Tenant to contract a professional locksmith after normal business hours at resident's expense.
- 23. PLUMBING:** Cost of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Resident shall reimburse Owner/Agent for these costs on demand.
- 24. FINES AND PENALTIES:** Resident is responsible for any fines or other costs occasioned by violations of the law by Resident or Resident's guests on the premises or property while Resident is in possession. If any such fines or costs are levied against Owner/Agent, Resident agrees to pay such fines or costs attributed to resident's tenancy or the conduct of Resident, Resident's guests or others at the premises, upon receipt of any invoice from Owner/Agent. The obligation to pay fines and costs assessed against Owner/Agent may be in addition to any assessed directly against Resident.
- 25. REPAIRS AND ALTERATIONS:** Resident shall make a written request to Owner/Agent regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanic's lien recordation or proceeding caused by Resident.
- 26. ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
- 27. CARE, CLEANING AND MAINTENANCE:** Except as prohibited by law, Resident agrees:

- a. to keep the premises as clean and sanitary as their condition permits and to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner, unless Owner/Agent has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall ensure that large boxes are broken apart before being placed in trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers. Resident shall not dispose of any flammable liquids, rags or other items soaked with flammable liquids or any other hazardous materials in trash containers or bins;
 - b. to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;
 - c. to keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition;
 - d. not to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto or to permit any person on the premises, to do any such thing;
 - e. to occupy the premises as a residence, utilizing portions thereof for living, sleeping, cooking, or dining purposes only which were respectively designed or intended to be used for such purposes.
 - f. to leave the premises in the same condition as it was received, subject to normal wear and tear, as its condition permits.
 - g. to return the premises, upon move-out to the same level of cleanliness it was in at the inception of the tenancy.
 - h. to pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees.
 - i. to promptly advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
 - j. to keep Resident's personal property inside Resident's unit, unless Owner/Agent has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall refrain from shaking or hanging clothing, curtains, rugs and other coverings and cloths outside of any window ledge or balcony. Plants and other items may not be placed on balcony railings or ledges, unless Owner/Agent has expressly agreed otherwise in writing in an addendum to this Agreement.
 - k. Resident shall refrain from storing gasoline, cleaning solvent or other flammable liquids in the unit
- 28. STORAGE PROHIBITIONS:** No storage outside of the Resident's unit is authorized, permitted, or provided under this Agreement. Resident agrees to keep personal property inside Resident's unit, unless Owner/Agent has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall refrain from storing gasoline, cleaning solvent or other flammable liquids in the unit. (If neither box is checked, this provision applies.)
- 29. LANDSCAPING:** Resident is not responsible for the upkeep of the yard and maintenance of the landscaping, including watering, mowing, weeding and clipping. Resident shall promptly advise Owner/Agent of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing of foliage and insufficient irrigation or leaks. Resident may not delegate the responsibilities of this paragraph to any person, including a contractor or other landscaping professional.
- 30. SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Resident may not disable, disconnect or remove the detector. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law. The Resident will be charged a \$25.00 fee for tampering with any smoke detection devices.
- 31. CARBON MONOXIDE DETECTION DEVICE:** If the premises are equipped with a functioning carbon monoxide detection device(s), Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Resident may not disable, disconnect or remove the detector. Owner/Agent shall have a right to enter the premises to check and maintain the carbon monoxide detection device as provided by law. The Resident will be charged a \$25.00 fee for tampering with any carbon monoxide detection devices.
- 32. WAIVER OF BREACH:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
- 33. JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement, and shall indemnify Owner/Agent for liability arising prior to the return of possession to the Owner/Agent for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
- 34. RENTERS INSURANCE:** Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Agent which is now in effect or becomes effect during the term of this Agreement. Residents are required to obtain and maintain RENTER'S INSURANCE with minimum liability of \$100,000.00

⁴ YEG ¹⁰ JAC ¹⁶ JM ²² MLD

per occurrence and a maximum deductible of \$500.00. Failure to provide proof for the entire unit, will result in a monthly penalty of \$50 until all residents in the dwelling unit provide full coverage.

- 35. ENTRY AND COOPERATION:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.

If the Premises or the Building is required by any government agency, lender or insurer to undergo repairs or alterations, or in case of other necessary or agreed repairs, Resident agrees to cooperate fully with Owner/Agent so that all such repairs or alterations are made in as expeditious and efficient a manner as possible

- 36. BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Owner/Agent shall be allowed at Owner/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Owner/Agent by California Civil Code Section 1951.2 and 1951.4. Damages Owner/Agent "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 that the Resident proves could be reasonably avoided.

- 37. DESTRUCTION OF OR DAMAGE TO THE PREMISES:** In the event that premises are partially or totally damaged destroyed by fire or other causes, the following will apply:

- If the premises are destroyed by fire, earthquake or other casualty, this Agreement will terminate, as of the date on which the damage occurs. However, if the damage or destruction is the result of the negligence of the Resident, or his or her invitees, then the Agreement will not terminate, unless notice is given by the Owner/Agent, specifying the termination date.
- If the premises are only partially damaged, or are temporarily uninhabitable, as determined by the Owner/Agent, Owner/Agent will use due diligence to begin the process to repair such damage and restore the premises as soon as possible. If only part of the premises cannot be used, there will be a proportionate reduction of rent until the premises are repaired, to be determined solely by Owner/Agent.

- 38. SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.

- 39. NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

- 40. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

- 41. SEVERABILITY CLAUSE:** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

- 42. ADDENDA:** By initialing as provided, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.

Community Policies, Parking Regulations, Fitness Center Policies, Pool and Spa Policies, Laundry Room Policies, Asbestos Addendum, Bed Bug Addendum, California Proposition 65 Warning, Drug Free Housing, Renters Insurance Addendum, Mold Addendum, Pest Control Notice Addendum, Satellite Dish and Antenna Addendum, Smoke and Carbon Monoxide Detector Addendum, Smoke Free Addendum, Unlawful Activity Addendum and Pet Addendum if Applicable

- 43. MANDATORY BED BUG NOTICE:** California law requires all Owners/Agents to provide specific information about bed bugs to their Residents. By initialing as provided, Resident(s) acknowledge receipt of the Bedbug Notification Addendum attached hereto.

Resident(s) initials here: _____

- 44. ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

- 45. ATTORNEY'S FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs.
- 46. NOTICE OF AB 1482 (PROPERTIES SUBJECT TO CIVIL CODE SECTION 1946.2 AND 1947.12):** California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.
- 47. FOR UNITS SUBJECT TO AB 1482 JUST CAUSE:** Civil Code 1946.2(a) provides that "after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be state in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied: (1) all of the tenants have continuously and lawfully occupied the residential real property for 12 months or more; or (2) one or more tenants have continuously and lawfully occupied the residential real property for 24 months or more." "Just cause" to terminate the tenancy includes termination "if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property."
- 48. LAST MONTH'S RENT:** The Resident(s) must pay an additional full month's rent on or before the start date of this Lease Agreement. This prepaid rent, hereafter called "Last Month's Rent," will remain as an additional deposit on account for the duration of the Lease Agreement and be used to pay for the last 30 days of occupancy at the above address. If this Lease Agreement is a lease renewal, then the Resident(s) must pay the increase to their Last Month's Rent on or before the start of this Lease Agreement. The total due for Last Month's Rent is: **\$2,395.00**, and is due on or before **09/01/2022**.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

(Resident) Date

(Resident) Date

(Resident) Date

(Resident) Date

(Resident) Date

(Owner/Agent) Date

²⁴ *Maria L Daza Torres*

²⁵ *Yasmin Brown*

⁶ *Yury E Garcia Puerta*

^{1,2} *Jose A Castano Hoyos*

¹⁸ *Jose Ercelio Montesinos Lopez*

Prueba 3.

(Contrato de arrendamiento, desde el 1 de septiembre de 2022 hasta el 31 de agosto de 2023)



LA SALLE ADDENDUM PACKET

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

COMMUNITY POLICIES

We, the Management Agents for La Salle Apartments, strive to make your living experience in our apartment community pleasant and comfortable. The following regulations were designed for your comfort and convenience, for you and your neighbors. We wish to take this opportunity to tell you about them:

"Premises" as used in the Community Policies include not only the apartment, but all of the land and improvements including any parking lots, driveways and common areas privately owned by the Owner/Agent and generally referred to as the apartment community.

SECTION A. PROPERTY INFORMATION

1. OFFICE HOURS: The Rental Office is open Monday through Friday, from 10am to 5pm. These hours are subject to change at any time without prior notification. Any changes to the office hours will be posted clearly at the Rental Office. In case of emergency, Management may be contacted after hours by calling **530-753-5155**. You may only contact this number in case of emergency, otherwise please leave a message at the Rental Office, and you will be contacted promptly.
2. RENT COLLECTIONS: All rents are due and payable to Management at the Rental Office on or before the FIRST DAY OF EACH MONTH. You may make your payment through your resident portal by e-check or credit card. If you are paying by check, only one check will be accepted for the total rent due. Multiple checks for portions of the rent will not be accepted. Please make check or money order payable to **La Salle Apartments**. **CASH PAYMENTS ARE NOT ACCEPTED.**
3. LATE CHARGES: All rents collected after the 5th of each month are subject to late charges. A late charge of \$50 will be applied if rent is not paid on or before the 5th of each month.
4. RETURNED/NSF CHECKS: Any checks returned by the bank will incur a **\$25.00** service charge, as well as the applicable late fee. If we receive two or more returned checks in a row, a money order will be required for the rent every month thereafter. The returned checks must be paid for within 24 hours after Resident's receipt of notice.
5. LOST KEYS/LOCK OUTS: Lock outs after office hours are not considered an emergency. If you are locked out after hours, you must call a locksmith at resident's expense to open the door. PROPER IDENTIFICATION IS REQUIRED. A replacement lock/keys can be provided by owner/agent at the resident's expense. **Lost house keys will be \$10 for a replacement, lost mail key will be \$15 for a replacement and Pool key will be \$25 for a replacement.**
6. MAIL AND NEWSPAPERS: Only registered Residents are to receive mail. All mail must contain the full address of your residence, which includes the apartment number. Unwanted advertising should be disposed of properly.

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7. **PERSONAL PROPERTY:** Owner/Management shall not be held responsible for any theft or damage to resident's personal property.
8. **WATER FURNITURE:** Waterbeds are permitted only in downstairs apartments and in accordance with California law which requires insurance protecting Owner in an amount not less than **\$50,000**, and an increase in your security deposit equal to one-half month's rent. Resident must also install, maintain and dismantle the bed in accordance with industry standards. Resident may not have on the premises an aquarium or any equivalent type of device with a capacity in excess of ten (10) gallons without prior written consent of Landlord.
9. **MOVE IN DAY:** La Salle Management guarantees a move in time of 5:00 PM on the start of the lease agreement. In the event your unit is ready sooner than 5:00PM on the first day of your lease agreement management will contact you to coordinate an earlier move in time.
10. **APARTMENT INSPECTION:** Each new resident is required to complete an inspection of their unit and complete a move-in inspection form. This form is designed to record the condition of the apartment at the time of move-in and to help determine the final disposition of the security deposit after termination of residency. Periodically, Management may enter to inspect the apartment, replace the air conditioner/heater filters and to inspect smoke alarms. Each resident will be notified of the inspections with a written notice 24 hours in advance.
11. **MOVE OUT INSPECTION:** The final move out inspection must be completed on or before the final day of the rental lease agreement no later than 8:00AM. During this inspection all belongings must be removed from the apartment, and everything must be cleaned to the resident's satisfaction. The resident is encouraged to be present during the final inspection, but not required. Resident must return all keys and 1 laundry card to Management on or before the final inspection. Resident will be charged accordingly for every key not returned after the final inspection.

SECTION B: USE OF PREMISES:

12. **UTILITY SERVICE:** Resident is responsible to pay for Electricity, Gas, Water, Garbage, Sewage, Phone, Internet, and Cable. Services with PG&E for Electricity and Gas must be transferred into resident's name prior to move-in and maintain PG&E services throughout lease contract. Resident will not receive the keys to their apartment unless they can provide proof of PG&E services started at the lease start date. **Each adult resident must pay \$30.00 per month to La Salle Apartments along with their rent to cover water, garbage, and sewage services fees.** Failure to maintain utility services will be considered cause for termination of residency.
13. **UNSAFE CONDITIONS:** Resident agrees to report immediately to Management any accident, injury, damage or loss, or need of service or repairs to water or gas pipes, electrical wiring, drains, toilets, fixtures, or any other property or equipment covered by the lease, including all breakages, damage, or loss of any kind, including but not limited to, water intrusion, water leaks or moisture problems of any kind, damage from overflow of water from sinks, bathtubs, toilets, or other basins. Resident further agrees to immediately notify Management of unsafe conditions in the common areas and grounds of the premises which may lead to damage or injury.
14. **OUTWARD APPEARANCE:** Alterations that affect the apartment community's outward appearance, such as installing personal window coverings, foil on windows, towels, blankets or clothing draped over balconies or patios, is not permitted. Signs or advertising materials will not be permitted to be posted. No foil, sign advertising, poster, or similar display, shall be affixed to any door, window or exterior wall that may be visible from the outside of the building to other residents. Any items delivered to the doorstep of the apartment (such as newspapers, phone books, packages, etc.) must be picked up or removed immediately.
15. **ANTENNAS:** The Federal Communications Commission states that Residents have a right to install a satellite dish or receiving antenna ***within*** the leased premises. Management is allowed to impose reasonable restrictions to such installation. All requests for installation must be submitted to management ***in writing***. **The rental agreement must be amended to incorporate requirements and restrictions prior to any installation.** For information on requirements and restrictions, contact Management. Residents shall not install any external television or radio reception device nor climb or have others climb upon the roof. A separate deposit is required prior to installation.

16. BARBEQUES/FIRE PIT: For your convenience, the property is equipped with two propane grills in the pool area. Grills are for resident use only. Please operate the grills according to the instructions provided. Please notify the office if the grills are not working or if there is any damage to the grill or equipment. Residents are allowed to use their personal gas or propane grills. Residents will be held responsible for any damages to the building, decking, or fencing caused by the use of any barbeque gas or propane grills. Residents agree to use their barbeques at their own risk and according to the manufacturer's instructions. **Fire pits are not allowed on patios or balconies at any time.**
17. WINDOWS AND/OR SCREENS: Residents shall be responsible for replacement and/or repair of windows and/or screens damaged or removed by resident, members of Resident's household or guests.
18. LOCKS: Residents shall not alter any lock or install a new lock or knocker on any door of the premises without the written consent of Management; and if installed, they shall not be removed. In such a case consent is given, Resident shall provide Management with a key for the use of Management, pursuant to *California Civil Code 1954*.
19. EQUIPMENT: Apartments are provided with stoves, refrigerators, garbage disposals, dishwashers, and air conditioners and heaters. Residents assume responsibility for any misuse of this equipment. Management will assist with any questions as to the procedures for proper operation of the equipment. No personal dish-washing machine, clothes washing machine, clothes dryer or other large appliance is permitted in the apartment without prior written consent of management.

SECTION C: MAINTENANCE/DAMAGE

20. EMERGENCIES: Emergencies affecting the premises should be promptly reported to Management. Please report emergencies occurring after office hours to the emergency number posted at the Rental Office **530-753-5155**. Residents are cautioned to use discretion in reporting emergencies after hours, as only EMERGENCIES will receive attention after regular hours.
21. SERVICE REQUESTS: Routine requests for maintenance will be given to Management in writing whenever possible, including permission to enter in Resident's absence or a requested appointment. Maintenance requests may be submitted through the resident portal (<https://thelasallepts.residentportal.com>), emailed in to the leasing office (lasalle@livevmg.com) or texted in to our text-enabled reporting system names MoBe (916-245-8023). Scheduled appointments will be set in a 4 hour-window. Management has the right to enter if Management believes an emergency exists. Resident agrees to promptly report need of service or repairs to the property or equipment covered by the lease, including unsafe conditions in the common areas and grounds of the premises that may be a threat to health and safety or lead to damage or injury.
22. SEWER STOPPAGES: The sewer system is adequate to handle all normal waste, but the system will not handle disposable diapers, feminine products or other such refuse. Addition of toilet cleansing tabs can cause stoppage. Stoppage resulting from alterations to equipment, addition of commercial deodorizer and/or resident's negligence will be cleared at Resident's expense.

SECTION D: HOUSEKEEPING

23. STANDARDS: Resident shall keep the interior of the apartment clean according to good housekeeping standards. This includes maintaining all utility services. Resident will assume full responsibility for keeping their patio, entry doors, entrance walkways, porches, patios and balconies area cleaned, neatly arranged and free from unsightly or unused items. Resident shall keep the premises and such other areas as may be assigned for Resident's exclusive use, including but not limited to, the apartment fixtures, appliances, entry doors, windows and screens, sidewalks, parking space(s) and grounds, in a clean, safe and sanitary condition. Resident shall refrain from shaking, cleaning, hanging clothes, towels, rugs or other personal property from windows, balconies or railings.
24. PEST CONTROL: Resident shall report the need for pest control to Management. Resident agrees to cooperate with the pest control service and abide by guidelines given by the pest control service or management. Residents may be charged if multiple visits are required to remedy the pest problem.
25. HEALTH & SAFETY: Resident agrees to comply with all obligations imposed upon by applicable provisions of State and local building and housing codes materially affecting health and safety, including maintaining adequate housekeeping standards.

26. **STORAGE:** Garbage cans, bottles, brooms, mops, toys, bicycles, fitness equipment, cardboard boxes, household furniture, and similar personal property are to be kept inside the apartment or appropriately designed storage areas out of view. Patios and/or balconies are to be used for patio furniture only. Areas located outside front doors or on stairway landings are part of the common area and cannot be used for storage.
27. **SMOKING:** Resident acknowledges that damage caused by smoking will not be considered normal wear and tear. Households having one or more smokers, or guests that smoke, will be held responsible for additional costs related to smoke related damages. Smoke related damages can be, but not limited to, yellowed walls and ceilings; mini blinds and draperies, painting or treatment required due to smoke odor, burns to counters, sinks or extra cleaning of carpets due to smoking. Interference with other resident's rights to the quiet enjoyment of the premises as a result of secondhand smoke may be grounds for termination of tenancy.
28. **HOUSEHOLD ODORS:** Resident acknowledges that odors caused by cooking or use of strong chemicals cannot interfere with other resident's rights to the quiet enjoyment of the premises. Resident agrees to utilize proper fans and ventilation when cooking.
29. **TRASH:** Resident shall deliver and place garbage and trash in proper bins at designated locations. If the bin you normally use is full, please use another bin. To maximize space, please break down large objects such as cardboard boxes. Trash enclosures are NOT to be used for large items such as furniture, etc. Removal of large items, such as furniture, from the premises is Resident's responsibility.
30. **RECYCLING/COMPOSTING:** Resident agrees to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments regarding the collection, sorting, separating and recycling of waste products, garbage, refuse and trash.

SECTION E: SUPERVISION HOUSEHOLD MEMBERS / VISITORS / GUESTS

31. **GUESTS:** Guests staying more than 72 hours MUST register with the office. Resident may be permitted to have guests visit their household. However, any adult person(s) making REOCCURRING visits OR one continuous visit of 7 consecutive days, or a total of 30 days in a 12-month period without consent of Management is a violation of the lease. Persons receiving mail to the premises will be considered occupants. All adult household members **must** submit a complete application and qualify for residency.
32. **SUPERVISION:** Resident is responsible for the conduct of any members of their household, visitors and guests, and agrees to pay for any damage to the premises caused by members of the household or guests. Resident shall prevent household members and guests from loitering or playing in areas other than designated play areas, and to prevent household members or guests from tampering, in any way, with the landscaping, sprinkler system or plants, shrubbery, trees or equipment that is appurtenant to the premises.
33. **WALKWAYS:** Resident shall not store nor allow any personal household property outside the apartment in a manner that may be detrimental to the appearance of the premises or interfere with the free passage upon any street or sidewalk in the premises. Walkways are for pedestrian use. No bicycling, roller skating or in-line skating, skateboarding, etc. is allowed on walkways. Walkways are to be kept clear of toys, bicycles, etc.

SECTION F: CONDUCT

34. **LOITERING:** Residents, household members, or guests shall not loiter outside the apartments, after 10:00 p.m. Residents shall conduct themselves, and cause other persons who are on the premises with their consent to conduct themselves in a manner, which will be conducive to maintaining the premises in a decent, safe, and sanitary condition; and to promote the quiet enjoyment of the premises for all residents. Resident will not make, or cause to be made, or permit any disturbance or loud noise in or on the premises, street, or common areas.
35. **NOISE:** Residents, household members and guests shall not make or allow to be made any disturbing noises upon the premises by Resident, household members or guest, etc., nor permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other Residents. Residents, household members and guests are advised to take care when approaching and leaving their apartment during the **quiet time between the hours of 10:00 p.m. and the following 8:00 a.m.**, and to show

consideration of the other residents at all times. No Resident shall play upon or allow to be played upon, any musical instrument or operate or allow to be operated audio equipment, radio, or television in or on the premises, street or common areas.

36. **THREATS / OFFENSIVE CONDUCT:** To assist in ensuring the safety and quiet enjoyment of all tenants, Residents, household members and guests shall not engage in offensive conduct or language on or about the premises. Resident, all members of the Resident's household and guests shall not cause or threaten to cause serious physical injury to another person on the premises, teresitarruiz@gmail.com or be involved in a fight while on the premises; commit abuse upon any person on the premises, and will abstain from any activity which impairs the physical or social environment of the premises.
37. **ALCOHOL / PUBLIC INTOXICATION:** Resident shall take reasonable action to prevent all members of Resident's household and guests from, drinking alcoholic beverages or using illegal substances in or on common areas, walkways or streets of the premises, or in a vehicle parked or moving on the premises.
38. **ILLEGAL ACTIVITY:** Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in illegal or criminal activity, nor in any act intended to facilitate illegal or criminal activity, including gang or drug-related illegal or criminal activity, on or near the premises. Resident, all members of the Resident's household and guests shall not engage in the manufacture, sale, or distribution of illegal drugs or be under the influence of any controlled or illegal substance at any location, whether on or near the premises or otherwise, nor permit the dwelling unit to be used for, or to facilitate, any illegal or criminal activity.
39. **ACTS OF VIOLENCE:** Resident or members of the household or guests shall not engage in any acts of violence including but not limited to the display of, brandishing, or using in a threatening manner, any dangerous weapons or objects in or about the premises. Resident shall not keep or use on or about the premises or project any explosive, flammable, or repellent devices, or otherwise dangerous devices, and to take every care and precaution to prevent fires.

SECTION G: VEHICLES

40. **PARKING PERMITS:** Parking permits are available at the leasing office and are limited to 1 hanging parking placard for 1-bedroom apartments and 2 for all other floorplans. Placards can be purchased at the leasing office for an annual fee of \$75 per placard. The parking placard can be used between all roommates in the La Salle Parking lot. If the placard is missing or not hung correctly the vehicle will be towed off the complex at the owner's expense. All placards must be turned in at the end of the lease or a \$50.00 replacement fee will be charged to the lease holders account for the replacement. In the event a parking placard is lost or misplaced a \$50 replacement fee will be charged to the lease holders account and a new permit will be provided.
41. **PARKING / SPEED LIMITS:** Resident shall observe and cause all members of Resident's household and guests to observe, the speed limit of 5 miles per hour on drives in the premises, to park and cause members of Resident's household and guests to park in assigned parking areas inside the complex; not block access for emergency vehicles, or to other residences, and not drive, or park any vehicle on the lawn, driveway, or other areas for common use in the premises. Resident agrees that any vehicle that is improperly parked, or in violation of vehicle or parking policies without written permission of Management, may be removed at the expense of the vehicle's owner. Parking is on a first come / first serve basis. All residents parking inside the complex must display a proper vehicle parking permit which can be picked up at the rental office. Any vehicles without a proper parking permit will be towed from the property at the vehicle owner's expense.
42. **VEHICLE REGISTRATION:** Resident shall register all household vehicles with management. Resident agrees to provide vehicle information (license number, make, model, etc.) and provide updated information in the event of changes. Vehicles on the premises must be currently registered and properly insured according to the state law.
43. **VISITOR PARKING:** Visitors are only allowed to park on public streets and not in permitted resident parking spaces at La Salle. All visitors who park in resident spaces are at risk of being towed at their own cost.
44. **MOTORCYCLES / TRAILERS / BOATS / RV's:** Motorcycles are considered vehicles and must display the proper vehicle parking permit. Residents can park their motorcycles in designated motorcycle spaces or in a standard vehicle parking space. Motorcycles may not be parked on sidewalks, in stairwells, on patios, on

porches or in any other area not designated for the parking of vehicles. No recreational vehicles, trailers or boats are allowed on the premises except with written consent of Management.

45. **INOPERABLE VEHICLES:** Vehicle maintenance on the premises is prohibited. Residents and/or guests shall not park vehicles in a state of disrepair on premises. This includes vehicles leaking on parking surfaces. Leaks and spills and/or damages caused by same are the responsibility of Resident. The owner of any vehicle that leaks oil in the parking lot will be held responsible for cleanup and/or damage repairs. Resident agrees that any vehicles that are inoperable for more than 72 consecutive hours without written permission of Management may be removed at the expense of the vehicle's owner.
46. **WASHING VEHICLES:** Residents may wash or spray off vehicles only in designated areas of the premises. Resident will make every effort to not waste water if a designated area exists. Management will advise residents if a specific area exists on the property. If no designated area exists, Residents may not wash or spray off vehicles anywhere on the premises.
47. **EV PARKING:** Only EV vehicles can park and use Charge Point Charging Stations. All non EV vehicles found in EV spaces will be towed at registered owners' expense.

SECTION H: MOVE-OUT INFORMATION

48. **PERSONAL PROPERTY:** Resident agrees to remove all personal property when vacating the premises. All personal property left on the premises when the apartment is vacated shall be deemed to be property abandoned by Resident and may be disposed of according to law. All personal property removed from the premises at the time of physical eviction of Resident shall be deemed abandoned if not claimed within the time prescribed by law and may be disposed of by Management according to the law thereafter.
49. **MOVE-OUT CHARGES:** Resident will be charged for damage to the apartment beyond "normal wear and tear." Repair and replacement damages will be determined by Management. Please reference "MOVE-OUT POLICY AND SECURITY DEPOSIT REFUND ADDENDUM" for more details.

SECTION I: HOLD HARMLESS AND WAIVER

50. **DEPOSITS:** Deposits will be refunded when ALL keys are returned, and premises are vacated and the apartment is left in the same general condition as when first occupied, except for normal wear and tear, in accordance with state law. The deposit refund will be mailed to the Resident(s) within 21 days of the move-out date. The deposit refund will be addressed to all Residents on the lease, unless the roommate release is signed and returned to the rental office on or before the move out date. Management will only issue one check for the deposit refund. The Residents are responsible for proper reimbursement to each. Contact Management for any questions or concerns.
51. **LEASE CANCELLATION:** Residents cannot cancel their lease prior to taking possession of their apartment unless authorized by Management. If Management authorizes a lease cancellation at any point, then the Residents will lose their full security deposit and will be liable for all rents remaining on the lease agreement.
52. **UCD STUDENT DISCLAIMER:** La Salle Apartments is not affiliated with UC Davis or UC Davis Housing. This lease will hold firm in its entirety regardless of the student status of the attached tenants. The tenants on this lease agree to uphold and execute this lease in its entirety regardless of their student status or scheduled class workload.
53. **INSURANCE:** Renters insurance is required by Vaughn Management Group. Resident agrees to indemnify and hold Management harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by Resident or any other person on the premises with Resident's consent except as may be caused by the negligence of Management. The Resident is hereby advised and understands that the personal property of the Resident is not insured by the Management for either damage or loss, and the Management assumes no liability for any such loss. Management has required that the Resident maintain renter's insurance to protect him/herself and his/her personal property.
54. **WARNING:** Detectable amounts of chemicals known to the State of California to cause Cancer, Birth Defects, or Other Reproductive Harm are or may be found in or around this Facility, including, but not limited to, Tobacco Smoke, Lead and Lead Compounds, Asbestos, Chlorine, Other Water Treatment Chemicals, Cleaning Chemicals, Pesticides, Herbicides, Carbon Monoxide, Benzene, and Gasoline Components. This

Disclosure is made pursuant to California Health and Safety Code Section 25249.6. More information on specific exposure has been provided to the Resident and is available at www.prop65apt.org

SECTION J: MEGANS LAW

55. The State of California has implemented a law commonly referred to as "Megan's Law" designed to allow you access to information regarding sex offenders. Effective July 1, 1999, as part of your lease agreement we must disclose to you the availability of the database regarding registered sex offenders. NOTICE: The California Department of Justice, Sheriff's Departments, Police Departments servicing jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of section 290 A of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. This database is made available to the public via an Internet Web Site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides or the community of residence and ZIP Code in which he or she resides. The law is not intended to punish the offender and specifically prohibits using the information to harass or commit any crime against the offender.

SECTION K: PACKAGES

56. All packages delivered to La Salle will be placed in the parcel lockers located by the mailboxes. Residents will be notified by PackCity-Quadiant that the package has been delivered and will be provided an access code. Failure to retrieve your package within 72 hours may result in your package being returned to sender. If all lockers are full, packages will be left at your doorstep. If you are expecting an oversized package, please notify the leasing office so we can make arrangements to get the package delivered to your apartment.

MOVE-OUT POLICY AND SECURITY DEPOSIT REFUND ADDENDUM

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

EACH RESIDENT understands and agrees that they are responsible for 100% of all cleaning costs necessary to make the rental move-in ready for the next tenant. After move-out, if the rental unit is not fully cleaned to management standards, any cleaning charges will be deducted from the security deposit. Unit cleaning is billed at the price contracted between La Salle Management and the assigned cleaning company.

EACH RESIDENT understands that they are responsible for the carpets to be professionally cleaned and inspected for damage at tenant's cost. If the Resident occupies the leased unit for more than eighteen (18) consecutive months and is current on all financial obligations to La Salle Apartments, then La Salle Management hereby waives the charges for the STANDARD carpet cleaning. Tenant will be responsible for any additional costs and excessive stains and odors. Carpet cleaning charges vary based on square footage and additional stains.

EACH RESIDENT understands and agrees that they are responsible for all painting charges. La Salle Apartments has standard paint charges is as follows:

PAINT TOUCH UP - \$0.00 in the event the unit only needs minimal paint throughout the unit.

MEDIUM PAINT CHARGES - \$100.00 in the event the unit needs multiple walls painted.

HEAVY PAINT CHARGES - \$150.00 in the event the entire unit needs floor to ceiling paint. Charges vary based on the condition of the unit at the time of move out and inspection of the unit. Resident will be charged for any additional damages by resident such as spray paint, crayon or marker.

In the event Resident occupies the leased unit for more than eighteen (18) consecutive months and is current on all financial obligations, then La Salle Management hereby waives the charges for the STANDARD ONE COAT of paint on the walls. Tenant will be responsible for any additional costs due to excessive markings on the walls.

In the event La Salle Management determines that the carpet in the Unit must be replaced as a result of excessive wear and tear, rips/tears in carpet or urine stains during Resident's occupancy, and the carpet was new at the commencement of Resident's Lease, then Resident shall pay for all costs to replace the carpet, carpet padding and floor sealant throughout the Unit. If the carpet was not new at the time of move in, charges will be based on a prorated amount calculated on the remaining carpet life.

WEAR & TEAR VS. DAMAGES

WEAR & TEAR:

Worn carpeting, cracks in walls from settling, faded or cracked paint, faded blinds, toilet runs, closet doors are hard to open, etc.

DAMAGES:

Torn, stained or burned carpet, linoleum with tears or holes, burns and cuts in countertops, holes in walls from large nails or screws, scuffs on walls and baseboards, torn or bent blinds, broken toilet seat or tank top, broken or missing closet doors, etc. CLEANING IS CONSIDERED DAMAGE. ALL CLEANING CHARGES INCURRED BY LA SALLE MANAGEMENT WILL BE DEDUCTED FROM THE SECURITY DEPOSIT.

MOVE-OUT INSPECTIONS

The final move out inspection must be completed on or before the final day of the rental lease agreement no later than 8:00AM. All belongings must be completely moved out. La Salle Management will conduct an inspection and document any damages.

The security deposit refund will be returned within twenty-one (21) days after all residents have moved out and turned in keys. In roommate situations in which one of the roommates vacates the unit and the other(s) remain(s), the security deposit will stay with the unit. Under no circumstances will the deposit be partially refunded to a vacating roommate.

Unless otherwise specified, the deposit refund check will be made payable to all lease holders. It is the responsibility of the tenants to contact La Salle Management with their forwarding address.

MOVE-OUT CHECKLIST

- Replace damaged broken or unusable items.
- Dispose of all trash. Do not leave anything inside the unit. Do not leave any large items (chairs, couches, mattresses, etc.) in the unit or around the garbage dumpster area. There will be a tenant charge for all hauling / disposing of items left behind.
- Clean exterior of all debris. Sweep walkways/porches, patio or decks
- All smoke detectors must be in place and in working order.
- Return all keys. This includes mailbox, pool, etc. Any key not returned will result in a \$5 per key charge to tenant for cost to replace.
- Return at least one laundry card. Each apartment is issued a complimentary laundry card that must be returned at time of move out. If one laundry card is not returned, then the tenant will be charged \$5 for the cost to replace.
- Pay all outstanding charges on your account. This includes, but is not limited to: past due rent, late fees, returned check fees, etc.

CLEAN THE UNIT ACCORDING TO THE FOLLOWING GUIDELINES:

KITCHEN

- Refrigerator – clean inside and out. Pull out bottom shelves and clean thoroughly.
- Oven/Stove – clean inside thoroughly. Clean range hood inside and out, range top, back splash, knobs, inside oven, oven rack, broiler pan, and lower drawer.
- Pull out bottom drawer and clean inside and around. Clean under stove/oven where visible.
- Dishwasher – Clean inside and out
- Sink – Clean inside and around faucet. Please make certain that all hard water is removed.
- Cabinets – Clean inside and out. Wipe free of all crumbs, grease, dried food, etc.
- Floor – Sweep and mop, including corners and under stove/refrigerator.
- Clean walls and backsplash. No dried food or grease should be left. Scrub if necessary.
- Clean/dust rubber cove base

BATHROOM:

- Clean cove base and walls. Make sure the corners are clean.
- Bathtub/Shower – Clean thoroughly. Remove soap scum and hard water build up.
- Toilet – Clean inside and out. Clean behind and floor around.
- Sink – Clean thoroughly making sure all soap scum and hard water stains are removed.
- Drawers/Shelves/Cabinets - Clean /Wipe down exterior and interior
- Mirrors – Wipe down all mirrors.
- Light fixtures – Dust inside and out.
- Fan Covers- Wipe down and remove all mildew (if applicable) and dust.

WINDOWS:

- Clean all tracks
- Clean Window
- Dust blinds and or wipe down blinds

OTHER:

- Carpet – Vacuum thoroughly.
- Baseboards (if applicable)- Wipe down thoroughly.
- Walls – Clean all walls thoroughly.
- Closets/Shelves – Wipe down tracks, poles, and/or shelves
- Washer and Dryer (if unit has one) Clean inside and out, clean lint trap.
- Repair Nail holes - Remove any nails, hooks, tape, etc. Fill with putty and touch up with paint.

EXTERIOR:

- Sweep front and back porch. Remove any cobwebs in corners and on lights.
- Walk exterior and clean any litter/cigarette butts.

PARKING REGULATIONS

Residents are asked to park in the La Salle Parking Lot only. Residents are responsible for notifying all household occupants and guests of the parking policies. Unauthorized parking will result in towing at owner's expense.

FIRE LANES - IMMEDIATE TOW – All vehicles parked in fire lanes will be towed without warning.

PARKING PERMIT – La Salle Apartments requires all vehicles parked on the premises to display the proper tenant parking permit. Cars without required parking permits will be considered unauthorized and towed without warning. **Parking placards are provided by Management. Each annual parking pass must be purchased for an additional annual fee of \$75. This placard must always be displayed on your vehicle. The placard must be returned to the office at the time of move out.**

VEHICLE OBSTRUCTING THE ACCESS AND EGRESS – IMMEDIATE TOW – All vehicles parked blocking driveways, fire hydrants, dumpsters, handicap spaces and other parking spaces will be towed without warning.

ALL VEHICLES MUST BE IN OPERABLE CONDITION – All Vehicles must have valid registration and license plate registration stickers, be currently registered, licensed and in operating condition. Any vehicles in violation of this provision will be towed at owner's expense 96 hours after a warning notice has been placed on the vehicle. Repair work, oil changes and similar work is not permitted in the parking lots. Such work must be done off the property. Extra vehicles cannot be stored in the property. Vehicles found not to be regularly used on a weekly basis will be tagged for 96 hours and towed if not moved. Management has restrictions on the number of cars per apartment. Please see Manager for details.

RECREATIONAL VEHICLES – Recreational vehicles such as trailers, campers, motor homes, jet skis and boats are not allowed to be parked on the premises.

MOTORCYCLES – Motorcycles are subject to same rules as automobiles. They must be operated in a safe manner at all times. Motorcycles must be parked in a designated parking space. Motorcycles can also park in the motorcycle parking space found on the premises.

CAR ALARMS – Any vehicle parked within the community which creates a nuisance through the activation of a car alarm shall be removed from the property at the owner's expense. A nuisance is considered an alarm ringing for more than 5 minutes.

VEHICLE – SAFETY THREAT – IMMEDIATE TOW – Vehicles found up on jacks are considered a safety threat and will be towed without warning.

LA SALLE MANAGEMENT IS THE ONLY AUTHORIZED AGENT TO HAVE VEHICLES TOWED. THE VEHICLE OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL VEHICLES TOWED FROM THE PROPERTY. RESIDENTS ARE NOT AUTHORIZED TO HAVE VEHICLES TOWED FROM THE PARKING LOT. PLEASE CONTACT THE RESIDENTIAL MANAGER IF THERE IS A PROBLEM.

FITNESS CENTER POLICIES

- The Fitness Center is open 24 hours for your convenience.
- The Fitness Center is located in the Clubhouse. Conduct of all persons using the Fitness Center must be professional, courteous and quiet.
- Thank you for keeping your voice levels low. Offensive and abusive language will not be tolerated. Radios/stereos/CD players/MP3 players require the use of headphones.
- Refreshments other than a sports top water bottle are not allowed. Alcohol is not permitted.
- Residents understand that the use of the fitness equipment is unsupervised. Residents agree to use the equipment at their own risk. Persons with health concerns should consult a physician prior t using the fitness equipment.
- **SANITATION:** Owner/Agent sanitizes and cleans thoroughly daily. If Resident(s) chooses to utilize the on-site amenities, it is at their own risk. There is a risk of exposure to bacteria or virus when visiting any common areas or using shared equipment. Please do your part in washing/sanitizing your hands. Sanitize before and after each use of all equipment/amenities.
- For the safety of all persons, no one under the age of 16 years of age may use the fitness equipment without supervision.
- Loitering in the Fitness Center is not allowed. Persons in the Fitness Center must be utilizing the provided equipment.
- Use of the Fitness Center is for Residents only. Please limit use of the equipment to thirty (30) minute intervals.
- Please report any malfunctions with the fitness equipment to a management representative at the Rental Office immediately.
- Privileges for use of the Fitness Center may be terminated by management for failure to comply with the Fitness Center Policies or abuse or damage to the equipment.
- Thank your for your cooperation and respect for the policies of our Fitness Center.

POOL AND SPA POLICIES

FOR YOUR SAFETY AND PLEASURE, PLEASE OBSERVE THE FOLLOWING REGULATIONS. YOU COOPERATION WILL BE APPRECIATED.

- **HOURS** – The pool and spa is open daily from 8:00am to 10:00pm. These hours can be adjusted at the discretion of Management. POOL HOURS CHANGE IF WE RECEIVE NOISE COMPLAINTS FROM NEIGHBORING APARTMENTS.
- **USE OF POOL** – Persons 14 years of age and younger must be accompanied by a responsible adult/parent at all times when in the pool area and/or using the pool.
- **GUESTS** – Guests must be limited to two guests per apartment. Residents must accompany their guests at all timed while in the pool/spa area. There are no exceptions.

- SPA – We recommend that you not use the spa if you are pregnant, have a heart condition, suffer from dizziness, are intoxicated or on medication. Consult with your personal physician should you have any questions. Persons 14 years of age and younger are not to be in the spa at any time. No exceptions.
 - USE – No alcoholic beverages allowed in the pool/spa area. No glass bottles allowed in the pool/spa area. No smoking allowed in the pool/spa area or within 20 feet of public entrances. All persons using the pool and spa do so at their own risk. Management is not responsible for accidents or injury in or about the pool.
 - NOISE – Residents using the pool after 10:00 pm must keep noise to a minim. Excessive noise late at night will disturb the apartments near the pool area. MANAGEMENT WILL CHANGE POOL HOURS IF RESIDENTS NEAR THE POOL COMPLAIN ABOUT NOISE LATE AT NIGHT.
 - **SANITATION:** Owner/Agent sanitizes and cleans thoroughly daily. If Resident(s) chooses to utilize the on-site amenities, it is at their own risk. There is a risk of exposure to bacteria or virus when visiting any common areas or using shared equipment. Please do your part in washing/sanitizing your hands. Sanitize before and after each use of all equipment/amenities.
 - Proper swim attire is required. Street clothes, thongs, or see-through attire is unacceptable. Animals/pets are not allowed in the pool/spa area.
 - Flotation devices, i.e., air mattresses, boats, frogs, planes, are not allowed in the pool or spa.
 - Radios, stereos and any musical instruments are not allowed in the pool/spa areas. Radios/stereos with headphones are permitted.
 - Items such as rocks, coins and furniture are not to be thrown into the pool or spa.
 - Horseplay, running, pushing, diving and splashing is not allowed.
 - Use of suntan oils requires a shower prior to entering the pool/spa
 - Please remember not to hang your towels and swim wear on your patio railing.
- MANAGEMENT RESERVES THE RIGHT TO RESTRICT POOL PRIVILEGES TO ANYONE NOT IN COMPLIANCE WITH THESE REGULATIONS.

CLUBHOUSE / STUDY ROOM POLICIES

FOR YOUR SAFETY AND PLEASURE, PLEASE OBSERVE THE FOLLOWING REGULATIONS. YOUR COOPERATION WILL BE APPRECIATED.

- HOURS – The Clubhouse is open 24 hours a day, 7 days a week for your convenience. These hours can be adjusted at the discretion of Management. Each apartment will receive one access key, and can purchase additional access keys in the rental office.
- **NO SMOKING ALLOWED IN OR AROUND THE CLUBHOUSE.**
- USE OF CLUBHOUSE– Persons 14 years of age and younger must be accompanied by a responsible adult/parent at all times when in the Clubhouse.
- GUESTS – Guests must be limited to two guests per apartment. Residents must accompany their guests at all times while in the Clubhouse.
- **SANITATION:** Owner/Agent sanitizes and cleans thoroughly daily. If Resident(s) chooses to utilize the on-site amenities, it is at their own risk. There is a risk of exposure to bacteria or virus when visiting any common areas or using shared equipment. Please do your part in washing/sanitizing your hands. Sanitize before and after each use of all equipment/amenities.
- USE – No alcoholic beverages allowed in the Clubhouse. All persons using the Clubhouse do so at their own risk. Management is not responsible for accidents or injury in or about the Clubhouse.

- Please keep the Clubhouse clean and make sure to use the receptacles provided for you.
- Thank you for keeping your voice levels low. Offensive and abusive language will not be tolerated. Radios/stereos/CD players/MP3 players require the use of headphones.
- Conduct of all persons using the Clubhouse must be professional, courteous and quiet.

MANAGEMENT RESERVES THE RIGHT TO RESTRICT CLUBHOUSE PRIVILEGES TO ANYONE NOT IN COMPLIANCE WITH THESE REGULATIONS.

LAUNDRY ROOM POLICIES

FOR YOUR SAFETY AND PLEASURE, PLEASE OBSERVE THE FOLLOWING REGULATIONS. YOUR COOPERATION WILL BE APPRECIATED.

- **HOURS** – The Laundry Rooms are open 24 hours a day, 7 days a week for your convenience. These hours can be adjusted at the discretion of Management. Each apartment receives a laundry room key for 24 hour access.
- LA SALLE MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ARTICLES OF CLOTHING LOST, STOLEN, OR DAMAGED.
- **NO SMOKING ALLOWED IN OR AROUND THE LAUNDRY ROOM.**
- Remove your clothing from the washers and dryers quickly after each cycle. This will free up the machines for other residents.
- Make sure to clean the lint trap on the dryers after every cycle. This will help the dryer work properly during the following cycle.
- **SANITATION:** Owner/Agent sanitizes and cleans thoroughly daily. If Resident(s) chooses to utilize the on-site amenities, it is at their own risk. There is a risk of exposure to bacteria or virus when visiting any common areas or using shared equipment. Please do your part in washing/sanitizing your hands. Sanitize before and after each use of all equipment/amenities.
- No sitting on tables or machines.
- Please keep laundry rooms clean and make sure to use the receptacles provided for you.
- Do not overload the washers and dryers.
- Laundry facilities are for resident use only.
- Thank you for keeping your voice levels low. Offensive and abusive language will not be tolerated. Radios/stereos/CD players/MP3 players require the use of headphones.
- Please report any malfunctions with the laundry equipment to a management representative at the Rental Office immediately.
- Conduct of all persons using the Laundry Rooms must be professional, courteous and quiet.
- Loitering in the Laundry Rooms is not allowed. Persons in the Laundry Rooms must be utilizing the provided equipment.

MANAGEMENT RESERVES THE RIGHT TO RESTRICT LAUNDRY ROOM PRIVILEGES TO ANYONE NOT IN COMPLIANCE WITH THESE REGULATIONS.

ASBESTOS ADDENDUM

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

X This property may contain asbestos.

OR

This property contains asbestos. This hazardous substance is contained in some of the original building materials and in some of the products and materials used to maintain the property. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances.

1. Resident or the Resident's guest(s), employees and contractors shall not take or permit any action which in any way damages or disturbs the Premises or any part thereof, including, but not limited to:
 - a. piercing the surface of the ceiling by drilling or any other method;
 - b. hanging plants, mobiles, or other objects from the ceiling;
 - c. attaching any fixtures to the ceiling;
 - d. allowing any objects to come in contact with the ceiling;
 - e. permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling;
 - f. painting, cleaning, or undertaking any repairs of any portion of the ceiling;
 - g. replacing light fixtures;
 - h. undertaking any activity which results in building vibration that may cause damage to the ceiling.
2. Resident shall notify Owner/Agent immediately in writing (a) if there is any damage to or deterioration of the ceiling in the Premises or any portion thereof, including, without limitation, flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling or (b) upon the occurrence of any of the events described in Paragraph 1 above.

CALIFORNIA PROPOSITION 65 WARNING

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive harm. These types of chemicals are found within this establishment. This brochure provides you with information on what chemicals are present and what your exposures to them might be.

Warning:

This Facility Contains Chemicals Known to the State of California To Cause Cancer and/or Birth Defects Or Other Reproductive Harm.

1. **Second Hand Tobacco Smoke and Tobacco Products.** Tobacco products and tobacco smoke and its by-products contain many chemicals that are known to the State of California to cause cancer, and birth defects or other reproductive harm. Smoking is permitted in certain common and private areas.
2. **Furnishings, Hardware, and Electrical Components.** Room furnishings and building materials contain formaldehyde, which is known to the State of California to cause cancer. Furniture, foams, brass keys, electrical power cords, carpeting, carpet padding, wall coverings, wood surfaces, and vinyl, contain a number of chemicals, including lead, and formaldehyde, known to cause cancer, and/or birth defects or other reproductive harm. Their presence in these materials can lead to exposures. Certain molds that may be present contain chemicals, including sterigmatocystin, known to the State of California to cause cancer.
3. **Combustion Sources.** Combustion sources such as gas stoves, fireplaces, and barbeques contain or produce a large number of chemicals, including acetaldehyde, benzene and carbon monoxide, known to the State of California to cause cancer, and/or birth defects or other reproductive harm which are found in the air of this complex. Any time organic matter such as gas, charcoal or wood is burned, Proposition 65-listed chemicals are released into the air.
4. **Construction and Maintenance Materials.** Construction and maintenance materials contain Proposition 65-listed chemicals, such as roofing materials manufactured with vinyl chloride monomer, benzene and ceramic fibers, which are known to cause cancer, or birth defects or other reproductive harm. Construction materials used in walls, floors, ceilings and outside cladding contain chemicals, such as formaldehyde resin, asbestos, arsenic, cadmium and creosote, which are released as gases or vapors during normal degradation or deterioration, and as dust or particulate when disturbed during repairs, maintenance or renovation, all of which can lead to exposures.
5. **Certain Products Used In Cleaning And Related Activities.** Certain cleaning products used for special cleaning purposes such as graffiti removal and spot and stain lifters contain chlorinated solvents including perchlorethylene and urinal odor cakes contain paradichlorobenzene which are Proposition 65-listed chemicals known to cause cancer or birth defects or other reproductive harm.
6. **Swimming Pools and Hot Tubs.** The use and maintenance of a variety of recreational activities and facilities such as swimming pools and hot tubs where chlorine and bromine are used in the disinfecting process can

cause exposures to chloroform and bromoform which are chemicals known to the State of California to cause cancer.

7. **Paint and Painted Surfaces.** Certain paints and painted surfaces contain chemicals, such as lead and crystalline silica, which are known to the State of California to cause cancer, and/or birth defects or either reproductive harm. Lead-based paint chips may be ingested, and crystalline silica maybe released into the air and lead to exposures.
8. **Engine Related Exposures.** The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are associated with this residential rental facility. Motor vehicle rental fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State to cause cancer, and/or birth defects or ether reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.
9. **Pest Control and Landscaping.** Pests control and landscaping products used to control insects and weeds contain resmethrin, mycobutanol, tritons and arsenic trioxide which are known to the state to cause cancer and/or birth defects or other reproductive harm.

Sources of Chemical Exposures:

California's Proposition 65 has identified hundreds of chemicals known to the State of California to cause cancer, and/or birth defects or other reproductive harm. The law requires that businesses with 10 or more employees warn you prior to knowingly and intentionally exposing you to any of these chemicals when the exposure is over a certain level. While many exposures are associated with industrial activities and chemicals, everyday items and even the air we breathe routinely contain many of these chemicals. This brochure provides warning and information regarding exposures to these chemicals that occur in this facility. In most instances, we do not have information specific to this facility. Instead we have relied upon experts in this field to tell us where and to which chemicals these exposures might occur. For other exposures to listed chemicals, enough is known to identify specific areas of exposure.

The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this residential rental property include the following:

1. **General - Warning:** This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.
2. **Foods and Beverages - Warning:** Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present h Foods Or Beverages Sold Or Served Here.
3. **Alcohol - Warning:** Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk, And, During Pregnancy, Can Cause Birth Defects.

MOLD ADDENDUM

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

Each year during the cold weather season the growth of mold and mildew on walls and ceilings is a common housekeeping concern. Most often it is evident in bathrooms and around windows. Mold grows due to high levels of relative humidity and moisture inside your apartment. This humidity along with soil, dirt or grease enables mold and mildew to grow. There are a variety of steps that you can take to reduce the levels of moisture and humidity in your home, thereby addressing any mold problems you might encounter.

- Keep all surfaces clean and free of dirt Concentrate especially on areas that are frequently wet (sinks, showers, tubs, windows, etc.).
- The exhaust fan in your bathroom is designed to inhibit the growth of mold. **DO NOT DISCONNECT THE FAN AT ANY TIME.** If damage occurs due to a disconnected exhaust fan, the resident shall be held liable for all damage and repairs. If your fan is not operating properly please contact the rental office immediately to report the problem.
- When possible, let light into your apartment.
- Let fresh air into your apartment whenever possible. While at home leave your windows open or cracked in a locked position.
- Do not heat your apartment above 72 degrees. The warm air inside the apartment and the cool air outside will cause condensation in and around your windows thus enabling mold and mildew to grow.
- Use an electric fan when possible to circulate the air.
- Keep furnishings at least one inch away from walls, windows and window coverings. This will allow air to circulate freely throughout your apartment.
- Plants, aquariums, vaporizers and humidifiers cause humidity in your apartment. Use these items only when necessary or take extra precautions to reduce mold and mildew growth when using or housing these items.

- If you do not choose to open your windows or run an electric fan, consider using a dehumidifier to control the moisture in your apartment.
- Washing laundry in a bathtub or sink will add moisture to your apartment, thereby contributing to the humidity. If it is not necessary to wash laundry in a sink or tub, be sure that air is allowed to circulate through the apartment while laundry is being done.
- Dry all laundry in a dryer or hang them outside. Moist garments left to air dry in your apartment will increase the humidity level.
- When condensation develops in your windows, glass doors or windowpanes, dry the area thoroughly.

Should you encounter a mold or mildew problem, you must take immediate action to clean it. There are numerous cleaning products on the market that should be part of your general housekeeping. Household bleach can also be used to treat an effected area. A 1% - 2% solution of bleach and water will clean most problem areas. Keep the affected area wet with the bleach solution for ten to fifteen minutes in order to kill the mold spores.

Please keep in mind that if upon an annual inspection mold is present that should have been addressed through resident housekeeping, notification of a unit re-inspection will be sent to you. This will ensure that the proper precautions were taken to cure the mold or mildew problem. Failure to comply may result in an immediate charge to the resident or a charge at the end of your tenancy.

Water or Moisture Detection:

IN THE EVENT THAT A LEAK IS DETECTED ON A WALL OR CEILING OR WATER IS PRESENT ON OR AROUND ANY PLUMBING FIXTURE (SINK, FAUCETS, TOILETS, TUBS, SHOWERS, ETC.) CONTACT MANAGEMENT IMMEDIATELY. Failure to report a water leak within 2 hours of detection, which has or could cause structural damage, may result in a resident liability for all damage caused due to the unreported leak.

RESIDENT FURTHER AGREES to indemnify and hold harmless Owner and Owner's management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's fees and court costs) and any liability whatsoever that Owner and/or its management agents may sustain or incur as a result of Resident's failure to comply or perform with the obligations set forth above or as the result of the intentional or negligent action or failure to act on the part of Resident or of any other person living in, occupying, or using the Premises.

PEST CONTROL NOTICE ADDENDUM

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice is provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

SMOKING POLICY ADDENDUM

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

1. Smoking Policy Check one:

- Smoking is allowed on the entire property, except the following areas:

Type of smoking that is allowed (check one or both). If neither is checked, both types of smoking are allowed.

- Tobacco
- E-cigarette/Vaping*

- Smoking is prohibited on the entire property except the following areas: _____

- ✓ Smoking of any substance is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.

*This addendum does not authorize the use of marijuana in any form on the premises.

2. Non-Smoking Areas: Resident and members of Resident's household shall not smoke in areas in which smoking is prohibited, nor shall Resident permit any guest or visitor under the control of Resident to do so. Resident shall inform his or her guest(s) of any Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where smoke is migrating into Resident's unit from Non-Smoking Areas.

3. Owner/Agent Not Guarantor of Smoke-Free Environment: Resident acknowledges that Owner/Agent's adoption of Non Smoking Areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas in which smoking is prohibited. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/ Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.

4. Other Residents Are Third Party Beneficiaries of this Addendum: Owner/Agent and Resident agree that the other residents of the property are the third-party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.

5. Effect of Breach: A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.

6. Disclaimer: Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Non-Smoking Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.

7. Damage to the Unit: Resident acknowledges that the damage caused by smoking is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.

8. Effect on Current Tenants: Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As residents move out, or enter new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

RENTERS INSURANCE ADDENDUM

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

X Resident is required to maintain renter's insurance.

Renters insurance is mandatory. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Agent which is now in effect or

becomes effect during the term of this Agreement. Residents are required to obtain and maintain RENTER'S INSURANCE with minimum liability of \$100,000.00 per occurrence and a maximum deductible of \$500.00.

Resident agrees to indemnify and hold Management harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by Resident or any other person on the premises with Resident's consent except as may be caused by the negligence of Management. The Resident is hereby advised and understands that the personal property of the Resident is not insured by the Management for either damage or loss, and the Management assumes no liability for any such loss. Management has required that the Resident maintain insurance throughout the term of the residency.

Failure to maintain Renter's Insurance will result in a \$50.00 monthly penalty that will be charged until proof of insurance can be obtained.

Insurance Facts for Residents.

1. Generally, except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages.
2. If damages or injury to owner's property is caused by resident, resident's guest(s) or child (children), the owner's insurance company may have the right to attempt to recover from the resident(s) payments made under owner's policy.
3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
 - Your babysitter injures herself in your unit.
 - Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
 - A friend, or your handyman, is injured while helping you slide out your refrigerator, so you can clean behind it.
 - While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
 - Your locked car is broken into and your personal property, and that of a friend, is stolen.
 - A burglar breaks your front door lock and steals your valuables or personal property.

The provided renter's insurance will protect you and your property against loss, damage, or liability.

LEASE ADDENDUM FOR DRUG-FREE HOUSING

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

- Tenant, and any of the Tenant's Household, or a guest or other person under the Tenants control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use if a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- Tenant, and members of the Tenant's Household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
- Tenant or members of the Tenant's Household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- Tenant or members of the Tenant's Household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the project premises or otherwise.
- Tenant, any members of the Tenant's Household, or guests or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near premises.
- Violation of the above provisions shall be a material violation of the lease and good cause for termination of tenancy. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be a

good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

- In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
- This Lease Addendum is incorporated into the lease executed or renewed this day between the Owner/Agent and Tenant.

SATELLITE DISH AND ANTENNA ADDENDUM

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

Under the rules of the Federal Communications Commission (FCC), Owners/Agents may not prohibit the installation of satellite dishes and/or receiving antennas within leased premises. However, an Owner/Agent may impose reasonable restrictions relating to the installation and maintenance of any satellite dish and receiving antenna with which a resident must comply as a condition of installing such equipment.

Resident agrees to comply with the following restrictions:

1. **Size:** A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
2. **Location:** A satellite dish or antenna may only be located (1) inside Residents dwelling, or (2) in an area outside Residents dwelling such as Residents balcony, patio, yard, etc., of which Resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, 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 Residents exclusive use. Allowable locations may not provide optimum signal. Owner/Agent is not required to provide alternate locations if allowable locations are not suitable.
3. **Safety and Non-Interference:** Satellite dish/antenna installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Owner/Agent's telecommunication systems and may not be connected to Owner/Agent's electrical system except by plugging into a 110-voltduplex receptacle.
4. **Outside Installation:** If a satellite dish or antenna is placed in a permitted area outside the dwelling unit, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy Object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Owner/Agent. No other methods are allowed. Owner/Agent may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
5. **Signal Transmission from Outside Installation:** If a satellite dish or antenna is installed outside the dwelling unit, signals may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door-jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Owner/Agent.
6. **Installation and Workmanship:** For safety purposes, Resident must obtain Owner/Agent's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person, or a company that has workers' compensation insurance and adequate public liability insurance. Owner/Agent's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. Resident may not damage or alter the leased premises and may not drill holes through outside walls, door-jams, window sills, etc., to install a satellite dish, antenna, and related equipment.
7. **Maintenance:** Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Owner/Agent may temporarily remove any satellite dish or antenna if necessary to make repairs to the building.
8. **Removal and Damages:** Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the installation of a satellite dish or antenna and related equipment.
9. **Liability Insurance and Indemnity:** Resident is fully responsible for any satellite dish or antenna and related equipment. Owner/Agent does not require evidence of liability insurance. If Owner/Agent does require insurance, prior to installation, Resident must provide Owner/Agent with evidence of liability insurance to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna, or related equipment. The insurance coverage must be no less than \$10,000.00 (which is an amount reasonably determined by Owner/Agent to accomplish that purpose) and must remain in force while the satellite

dish or antenna remains installed. Resident agrees to defend, indemnify, and hold Owner/Agent harmless from the above claims by others.

10. Deposit Increase. Owner/Agent does not require an additional security deposit (in connection with having a satellite dish or antenna): If Owner/Agent does require an increased deposit. Resident agrees to pay an additional security deposit in the amount of \$0.00 to help protect Owner/Agent against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time, of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises. In no case will the total amount of all security deposits Resident pays to Owner/Agent be more than that which is allowed by law (two times the amount of rent for an unfurnished unit and three times the amount of rent for a furnished unit).
11. When Resident may begin Installation: Resident may start installation of a satellite dish or antenna only after Resident has: (1) signed this addendum; (2) provided Owner/Agent with written evidence of the liability insurance referred to in paragraph 9 of this addendum, if applicable; (3) paid Owner/Agent the additional security deposit, if applicable referred to in paragraph 10; and (4) received Owner/Agents written approval of the installation materials and the person or company who will do the installation.

SMOKE AND CARBON MONOXIDE DETECTOR ADDENDUM

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

1. The premises is equipped with a smoke and carbon monoxide detection device(s).
2. Resident acknowledges the smoke and carbon monoxide detection device(s) were tested and its operation explained by Owner/Agent in the presence of Resident at time of initial occupancy and the detector(s) was/were operating properly at that time.
3. Resident shall perform the manufacturer's recommended test at least once a week to determine if the smoke and carbon monoxide detector(s) is/are operating properly.
4. By initialing as provided, each Resident understands that said smoke detector(s) and alarm is a battery-operated unit and it shall be each Resident's responsibility to:
 - a. ensure that the battery is in operating condition at all times;
 - b. replace the battery as needed (unless otherwise provided by law); and
 - c. if, after replacing the battery, the smoke detector(s) do not work, inform the Owner/Agent immediately.
5. Resident(s) must inform the Owner/Agent immediately in writing of any defect, malfunction or failure of any detector(s).
6. Accordance with California law, Resident shall allow Owner/Agent access to the premises for that purpose

NOTICE OF AB 1482 ADDENDUM

(Properties Subject to Civil Code Section 1946.2 and 1947.12)

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

UNLAWFUL ACTIVITY ADDENDUM

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

1. Resident, members of the Resident's household, and any guest or other persons under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Resident, members of the Resident's household, and any guest or other persons under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
3. Resident and members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident and members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property/premises.
6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious and material violation of the Rental/Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental/Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. In case of conflict between the provisions of this Addendum and any other provisions of the Rental/Lease Agreement, the provisions of this Addendum shall govern.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing Addendums included within this Packet, and receipt of a duplicate original.

(Resident) Date

(Resident) Date

(Resident) Date

(Resident) Date

(Resident) Date

(Resident) Date

(Resident) Date

(Owner/Agent) Date

⁸⁰ *Maria L Daza Torres*

⁸¹ *Yasmin Brown*

²⁰ *Yury E Garcia Puerta*

⁴⁰ *Jose A Castano Hoyos*

⁶⁰ *Jose Cricelio Montesinos Lopez*

BED BUG ADDENDUM

RESIDENT IS RENTING FROM OWNER/AGENT THE PREMISES LOCATED AT: **880 ALVARADO AVENUE #208-A, DAVIS, CA 95616**. IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER AND TENANT AGREE AS FOLLOWS.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary.

1. Previous Infestations -

- A Resident shall not bring onto a property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests.

2. Prompt Reporting-

- If you find or suspect a bed bug infestation, please notify Owner/Agent as soon as possible, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- If you suspect a bedbug infestation, or have other maintenance needs, please provide your notice to the property manager. Once an initial report is received, management staff will contact a licensed pest control contractor to inspect the effected unit and surrounding units. An initial report will be submitted to management by the pest control company upon completion of the inspection. Necessary work to be performed will be scheduled and the resident will be provided with instructions to properly prepare for the treatment. **FOR THE TREATMENT TO BE EFFECTIVE, PREPARATION GUIDELINES MUST BE FOLLOWED.** Upon completion of the treatment, the unit will be inspected again and further treatment will be scheduled as necessary.

3. Information about Bed Bugs-

- Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color.
- When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly.
- They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

- Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- Common signs and symptoms of a possible bed bug infestation: Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls. Molted bed bug skins, white, sticky eggs, or empty eggshells. Very heavily infested areas may have a characteristically sweet odor. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association. ? <http://www2.epa.gov/bedbugs> ? <http://www.pestworld.org/all-things-bed-bugs/>

4. Cooperation with Pest Control-

- Residents shall cooperate with the inspection including allowing entry to inspect any unit selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs
- Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for Resident preparation of the unit and a pretreatment checklist with information provided by the pest control operator.
- The Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist. ? Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- If the pest control operator determines that it is necessary for an Owner/Agent or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- Residents who are not able to fulfill their unit preparation responsibilities shall notify the Owner/Agent at least one business day prior to the scheduled PCO visit for inspection or treatment.
- A Resident must vacate his or her unit if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by the pest control operator to do so.

5. Prevention Recommendations-

- Resident should check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation.

- Thoroughly clean after guests have departed. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.
- Resident should avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture.
- Never accept an item that shows signs of bedbugs. Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them home. Never take discarded items from the curbside.
- Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
- Reduce clutter in your home to reduce hiding places for bed bugs.
- Vacuum frequently to remove successful hitchhikers.
- Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.)
- The undersigned Resident(s) acknowledge(s) having read and understood the foregoing

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

(Resident) Date

(Resident) Date

(Resident) Date

(Resident) Date

(Resident) Date

(Owner/Agent) Date

¹² Maria L Daza Torres

¹³ Yasmin Brown

³ Yury E Garcia Puerta

⁶ Jose A Castano Hoyos

⁹ Jose Cricelio Montesinos Lopez

Prueba 4.

(Contrato de arrendamiento, desde 1 de septiembre de 2023 hasta el 31 de agosto de 2024)



RESIDENTIAL LEASE AGREEMENT

Chautauqua Apartments Joint & Several Lease

This Residential Lease Agreement (referred to hereinafter as "Agreement" or "Lease") is entered into this day of June 6th, 2023 between **TANDEM PROPERTIES, INC.**, located at: **3500 Anderson Rd, Davis, CA 95616 - (530) 756-5075**, as the authorized agent for the Owner of the Premises, **Chautauqua Apartments, LLC** (located at: **717 Alvarado Ave, Davis, Yolo County, CA 95616 - (530) 758-2950** and referred to hereinafter as "Landlord") and the following individual: Yury Elena Garcia Puerta, Jose Alejandro Castano

(hereinafter collectively referred to as "Resident") for the rental of the Leased Premises as listed below within the community commonly known as **Chautauqua Apartments**. Together Resident and Landlord are referred to herein as the "Parties."

A - LEASED PREMISES

Landlord rents to Resident(s) the Premises described as floor plan Studio with Loft, [☒ Upstairs ☐ Downstairs] located at **717 Alvarado Ave, Unit # 233**, **Davis, Yolo County, California, 95616** (hereinafter "Premises" or "Unit"), which is located within the apartment community, commonly known as **Chautauqua Apartments** (hereinafter the "Community" or "Property") for use as a residence and for no other purpose, along with the non-exclusive use of the common areas of the Premises and the Property. All units are unfurnished unless otherwise specified in writing by Landlord.

B - LEASE TERM

This Lease shall be for a period of 12 months, commencing at 6:00 p.m. on the 28th day of August, 2023 ("Commencement Date") and ending at 8:00 a.m. on the 30th day of August, 2024 ("Lease End Date"), unless sooner terminated, as provided in this Lease or as allowed by applicable law. Residents are advised that due to Davis' unique 24-hour turnover of all units on August 31st and September 1st of every year, if the Commencement Date falls on September 1st, Resident will not be able to obtain keys to the Premises prior to 6:00 p.m., unless otherwise stated in Resident's move-in documents provided by Landlord. Landlord's office hours will be extended for a limited time on September 1st, so that Resident may promptly move in, even if the day falls on a weekend or holiday.

- LEASE RENEWAL:** Residents are advised that all Davis communities typically begin pre-leasing for the following year in the months of December - February; therefore, the lease renewal process usually takes place during this time. If a renewal offer is issued, Landlord will provide Resident with specific information regarding the renewal process, in which case Resident agrees to comply with the instructions and deadlines provided. Resident understands that if a lease renewal is not completed within the deadlines provided, Landlord may rescind the offer and place the Premises on the market for rent to a new resident. An offer made to Resident may be rescinded or any lease renewal signed by Resident may be voided by Landlord if Resident breaches any provision of this Agreement while the renewal process is pending.

(Initial) YEG
YEG

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2. **DELAY OF POSSESSION:** Resident understands that, for reasons beyond the control of Landlord, Landlord may not be able to provide occupancy to Resident 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 by the scheduled commencement date, Resident's remedy in this event shall be limited to termination of this Agreement and Resident shall be entitled to a prompt refund of any monies paid. Landlord shall have no liability to Resident if there is a delay of possession other than to refund any monies paid. For Leases beginning September 1st, if Resident fails to pick up keys on the Lease Commencement date during the times specified by Landlord for any reason, Resident will have to wait and schedule an appointment to move-in that falls within Landlord's normal office hours. Landlord is not responsible for accommodating a move-in appointment that falls outside of normal office hours and will not issue any rent refunds for any days Resident failed to take possession of the Unit.
3. **BREACH PRIOR TO LEASE COMMENCEMENT:** Once this Lease has been executed, there is no release provision, allowing cancellation of the Lease prior to the Commencement Date; consequently, Resident understands that Resident and all other occupants listed on the Lease are responsible for the rent and all terms of the Lease through the Lease End Date. If, for any reason, one or more occupants are unable to fulfill the terms of the Lease, Resident may submit a written request to Landlord to cancel the Lease or to remove an occupant prior to the Commencement Date. Upon Landlord's receipt of the written request, Landlord may, in its discretion choose to (i) terminate this Lease and hold Resident liable for actual damages incurred by the breach; (ii) not terminate this Lease and hold Resident responsible for damages as they accrue until the Lease End Date or the Premises is re-rented, whichever is earlier; or (iii) not terminate this Lease and hold the remaining Resident(s) to the terms of the Lease, but providing the option to add an equal number of additional occupants to replace those providing notice. Resident understands that even if Resident submits a written request, making the request does not absolve Resident of the obligations under this Lease and Resident will continue to be held responsible for all rents and obligations set forth in the Lease until the Lease End Date, unless Resident receives written cancellation from Landlord.

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4. **HOLDING OVER PROHIBITED:** Continuing to occupy the Premises past the Lease End Date without a signed Renewal Lease in place, otherwise known as "Holding Over", is not permitted. Any holding over after the Lease End Date may result in an eviction being filed and Resident being responsible for damages equal to 1/30 of the monthly rent per day Resident remains in the Premises, as well as damages Landlord incurs as a result, including, but not limited to: rent losses, contractor rescheduling fees, costs to house displaced, incoming Residents and for their damages, etc.
5. **PASS-DOWNS PROHIBITED:** The practice of vacating a unit and passing it down to others on an "As Is" basis at the Lease End Date in order to allow new tenants to move in and receive the renewal rate for the following year, commonly known as a "Pass-Down," is not permitted. If Landlord authorizes Resident to change occupants during the course of Resident's tenancy, Residents will not be eligible for the renewal rate for the following year and will instead be increased to the current market rental rate if Resident renews the tenancy. No requests to change occupants will be permitted after a renewal is signed, unless Landlord approves the change in writing. If Resident assigns or subleases the Premises without authorization from Landlord, Landlord may either increase the rent to market or terminate the occupant's tenancy.
6. **ASSIGNMENTS & SUBLETTING:** Transferring all of Resident's rights and responsibilities under the Lease to another person, including occupying the Premises, otherwise known as a Lease Assignment, is prohibited; however, subletting, which allows another person to occupy the Premises for a temporary amount of time in Resident's place is permitted within this Program. Subleases are restricted to a maximum of one 90-Day Sublease per 12 month period for all or part of the Premises and only under the condition that Landlord will not authorize a sublease agreement, which results in a rent decrease from the original Lease. Resident shall not sublet all or any part of the Premises without written authorization of Landlord. Permitting any person not named as an Occupant or as a Resident in this Lease to occupy the Premises shall be deemed an improper subletting of the Premises and shall subject the tenancy to termination. Any attempted subletting or assignment in violation of this provision shall be void. Any occupant of the Premises that is not a Resident shall be deemed a "subsequent occupant" for the purpose of determining whether any residents from a prior tenancy remain in possession of the Premises. When only subsequent occupants remain, the rent may be raised without limit at the end of any lease term pursuant to Civil Code Section 1947.12(b).

- a. **VACATION RENTALS & AIR BNB'S:** No person shall be permitted to occupy the Premises for transient or hotel purposes. In addition, Resident is not permitted to rent out the Premises or a portion of the Premises for the purpose of generating income or revenue in any profit generating endeavor. This includes, but is not limited to, renting out the Premises or a room temporarily as a vacation rental or Airbnb, or similar house-sharing online platforms, for others seeking temporary lodging for any reason or any length of time. A single breach of this provision will be considered material non-compliance of the Lease and will result in the immediate termination of this Lease.

7. **EARLY TERMINATION:** 1) Resident acknowledges that during the term of the Lease there is no provision that permits early termination of the Lease without Landlord's written approval. If Resident wishes to terminate the Lease prior to the Lease End Date, a written request must be submitted to Landlord at least 30-days prior to the requested termination. Upon receipt of the written request, Landlord may, at its discretion (a) take no action, with Resident continuing to be subject to the terms and conditions of the Lease until the Lease End Date; or (b) terminate the Lease through a written agreement with Resident, which option will only be available if Landlord is able to re-rent the Premises prior to the requested early termination date such that there is no loss of rents. Resident is responsible for finding a suitable replacement tenant acceptable to Landlord in order to meet the requirements of (b); however, Resident may contact Landlord to determine whether other options are available. To be considered a suitable replacement, the new resident must meet all requirements of the Lease and for the household as determined by Landlord. 2) Resident understands that submission of a request to terminate the Lease does not absolve Resident of Resident's obligations under this Lease, and Resident is responsible for all rents and other amounts owed under this Lease until Resident receives written approval from Landlord to terminate the agreement or the Lease ends, whichever is earlier.

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

8. **TERMINATION BY LANDLORD:** Landlord may terminate the Lease for any reason allowed by law, including, but not limited to, Resident's failure to pay any amounts required hereunder when due or for any other violation of a term or condition of the Lease or any Lease Addendum. In such event, the Landlord shall serve a Three-Day Notice to Pay Rent or Quit, Perform Covenant or Quit, or a Notice to Quit, whichever is applicable, providing a Notice to Cure when required by law. In the event of such termination by the Landlord, the Resident shall be held responsible for payment of the remaining contracted amount, but only until such time as Landlord is able to enter into a replacement contract with another resident. Landlord may terminate the Lease during its term as to Resident only, if Resident violates any material condition of the Lease or any Lease Addendum. Landlord reserves the right to terminate the Lease for Resident and all other Permitted Residents pursuant to a single notice in the case that the entire household is found to be responsible for a material breach of the Lease terms.

C - SECURITY DEPOSIT:

Resident shall pay to Landlord, as security, the sum of \$ 400.00 (the "Security Deposit"), which sum shall not exceed the maximum permitted by California Civil Code Section 1950.5. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code Section 1950.5 and any other applicable statutes. Landlord shall not be obligated to pay Resident interest in connection with such security deposit, unless specifically required by applicable law. **Resident shall pay said amount at the time this Lease is executed.**

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1. **JOINT DEPOSIT:** It is understood that the security deposit is applicable to all Residents jointly, and Landlord does not account for it until the passing of the permissible statutory period after all Residents have vacated the Premises and returned possession of the Premises to Landlord. Any refund due may be made payable jointly to all Residents and it shall be the responsibility of all Residents to work out between themselves the manner of dividing said security deposit. If Landlord chooses to make the refund to any one of the Residents individually (which need not be done until the statutory time has elapsed after all Residents have vacated the Premises), the payment shall be deemed to have been made to all Residents and Landlord shall have no liability to any one or group of Residents for failure of any Resident to divide such refund equitably.
1. **INCREASES TO SECURITY DEPOSIT:** If the security deposit is later increased by agreement of the Parties for any reason (such as the installation of a satellite dish, a waterbed or relating to a pet), the additional security deposit will be disbursed by Landlord in accordance with this paragraph at the end of the statutory period following the end of Resident's tenancy. Removal of the pet, satellite dish or waterbed, or whatever caused the increase in the deposit, will not be grounds for early disbursement of the security deposit.
2. **SECURITY DEPOSIT DEDUCTIONS:** The amount of security deposit returned to Resident at the end of Resident's tenancy is determined by the following:
 - a. the amount of any unpaid fees or rent on account that still must be paid;
 - b. the costs to repair any damages to the unit, including removing strong odors;
 - c. the cost to replace any keys that are not returned to Landlord;
 - d. the cost to restore the unit to its prior condition for any alterations that were made by Resident during the tenancy and which were not returned back to the original state before move-out;
 - e. the cost to restore and paint the walls and/or clean the carpets back to their original condition;
 - f. the costs to clean and restore the unit to its original clean condition similar to when first received.
 - i. **MOVE-OUT CLEANING REQUIREMENTS:** For the unit to be considered clean, all items, including, but not limited to, walls, fixtures, appliances, and flooring, should be thoroughly cleaned and free of trash, debris, cobwebs, dust, dirt, grease, grime, water spots, rust, rings, smudges, stains, scuff marks, mineral build up, cleaning residue, fingerprints, mold, odor, etc., resulting in a "move-in ready" unit, which is the standard that is implemented and expected within this policy. Cleaning that does not meet this standard and requires correction is 100% chargeable to Resident. The following is a preparatory list designed to inform Resident specifically of what is expected with regards to cleaning and preparing the Premises prior to moving out.
 1. **ENTRYWAY, WALLS & DOORS:** All walls (including behind or next to appliances) and all doors/hardware should be left clean and clear of all nails, thumbtacks, hooks, holes, sticky tape, posters and decals, etc. Any walls and/or doors, which Resident has painted a different color must be properly painted back to the original color prior to vacating the Unit to avoid additional painting charges at move-out. Landlord will provide Resident with touch up paint to correct any deficiencies upon request. Any drywall damage should be corrected prior to painting. Residents are advised that all drywall repair work must be completed in a professional, workmanlike manner in order to avoid additional costs at move-out to repair bad drywall patches.
 2. **FIXTURES, FLOORING & APPLIANCES:** All fixtures, such as, but not limited to: hard flooring (including underneath appliances), baseboards, closets, shelves, mirrors, interior & exterior light fixtures, ceiling fans, windows (panes, sills, tracks, & screens), blinds, outlet & switch plate covers, cabinets, drawers, counter tops, sinks, faucets, shower heads, towel bars, TP holders, shower rods, toilets, bathtubs & enclosures, and all provided appliances, such as, but not limited to, stoves/ovens/rangehoods (including underneath stove top), dishwashers, refrigerators/freezers, microwaves, garbage disposals, washers, dryers, etc., including any accessories, such as racks, plates, baskets, knobs, buttons, drip pans, etc., must be thoroughly cleaned, both inside and outside, where applicable, and all contact paper, decals, stickers, etc., removed, resulting in the same clean condition, as when first received. **IMPORTANT NOTE:** Do not unplug refrigerators. When finished, leave them set at level three (3). Unplugging the refrigerator

or setting the temperatures too low or too high can cause damage to the appliance. For safety reasons, Landlord also recommends that Resident shuts off the power to the stove/oven at the breakers before cleaning.

3. **CARPET:** Resident is responsible for returning carpet to Landlord in the same condition (professionally cleaned and free of any major stains or defects) as initially received. To be considered professionally cleaned, Resident must have carpet cleaned by a carpet vendor approved by Landlord, of which a list of approved vendors will be provided to Resident upon request. A copy of Resident's carpet cleaning receipt must be provided to Landlord prior to move out, as evidence that the carpet was professionally cleaned by one of Landlord's approved vendors; otherwise, carpet cleaning charges may apply.
4. **ODORS:** Strong odors are considered damage to the Premises. If there are odors present due to owning a pet/assistive animal, smoking, heavy cooking with certain oils and/or spices, or poor housekeeping, etc., they must be removed prior to Resident's move out, to the degree necessary, as deemed satisfactory by Landlord. Resident should be aware that strong odors may not be easily removable, even with cleaning and deodorizing. Heavy odors, such as these, usually require specialized deodorizing to the Unit and/or replacement of items, which have absorbed the odors. Restoration costs to remove odor may involve re-sealing the entire Unit with an odor blocker or other stain block, additional coats of paint, ozone treatment, replacing drywall, replacing cabinets, shelves, blinds, fixtures, appliances and flooring, including carpet, etc. Resident is responsible for 100% of any costs to repair or replace damaged items due to absorbed odors caused during Resident's tenancy.

- g. **CHARGES TO SECURITY DEPOSIT:** The following list serves as a reasonable estimate of potential costs, which may be deducted from the Security Deposit.

PAINTING

Length of Tenancy	Resident Cost
Up to 11 Months	100% of Cost
12 Months to 23 Months	50% of Cost
24 Months or More	No Charge
Damage or Color Restoration	100% of Cost

CARPET CLEANING

Length of Tenancy	Resident Cost
Up to 11 Months	100% of Cost
12 Months to 23 Months	50% of Cost
24 Months or More	No Charge
Stain Removal or Damage Repairs	100% of Cost

CARPET, HARD FLOOR & APPLIANCE REPLACEMENTS

Age of Flooring/Appliance	Resident Cost	Age of Flooring Appliance	Resident Cost
Up to 11 Months	100% of Cost	48 Months to 59 Months	31% of Cost
12 Months to 23 Months	78% of Cost	60 Months to 71 Months	15% of Cost
24 Months to 35 Months	63 % of Cost	72 Months or More	No Charge
36 Months to 47 Months	48% of Cost		

CLEANING & DAMAGES (Including Odor Damages)

Item	Resident Cost	Item	Resident Cost
Supplies/Materials/Fixtures	100% of Cost	Unit/Mail Lock Changes	\$25 ea
Labor for In-House Repairs	\$60/hour/person	Amenity Lock Changes	100% of Cost
Labor for Contracted Services	100% of Cost	Replacement Unit/Mail Keys	\$10 ea
Deodorize/Ozone Treatment	100% of Cost	Replacement Amenity Keys	\$25 ea
Item/Trash Removal (\$25 min)	\$60/hour/person	Cleaning (Touch Up, Partial, Heavy)	100% of Cost

SECURITY DEPOSIT RETURN PROCESS: Security Deposits are refunded by check payment made payable to Resident(s) or their authorized designee(s). It is Resident's responsibility to provide Landlord with a proper forwarding address, so that Resident can receive any security deposit refund in a timely manner. In instances where a forwarding address is not provided, Resident's refund check will automatically be mailed to Resident last known address, which may delay receipt of any refund. If charges owed by Resident exceed the amount of deposit held by Landlord, Resident will be billed for any remaining balances. All balances owed will be due within 21 days from the date of the invoice.

D - RENT & PAYMENTS:

Resident shall pay to Landlord, as rent for the Premises, the sum of \$ 1,925.00 each month. The name, telephone number, and address of the person or entity to whom rent payments shall be made is: **Chautauqua Apartments - 717 Alvarado Ave, Davis, CA 95616 - (530) 758-2950**. Except as otherwise provided in this Lease, said sum shall be paid in full, in advance, on or before the first day of each month.

1. **RENTAL PRORATION:** Resident shall pay to Landlord, before taking occupancy of the Premises, one full month's rent in addition to a security deposit (discussed below). If Resident takes occupancy of the Premises on a day other than the first day of the month, Resident shall also pay the sum of \$ 192.50 before taking occupancy of the Premises, as for the prorated amount of rent to cover the period through the final day of the second calendar month of occupancy. Commencing with the following month, a full month's rent shall be due each month on or before the first day of the month as stated above. In the event of a conflict between the amount set forth in this paragraph and the amount which an arithmetic computation would yield based upon the rental rate set forth above divided by thirty, with the result multiplied by the number of days in the proration 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 proration). In all instances where a prorated 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 proration is computed. In the event of unlawful detainer or other litigation where the court is called upon to determine the fair market rental value of the Premises, the Parties agree that, unless alleged otherwise in the complaint and proved otherwise at trial, the rental value for any entire month shall be the then current contract rental rate for that month, and the prorated daily rental amount for any number of days less than one full month shall be the then current contract monthly rental rate divided by thirty, irrespective of the actual number of days in the month for which daily rental value is being computed.
2. **ACCEPTABLE PAYMENT METHODS:** Rent may be paid in the form of personal check, cashier's check or money order, or Online by Credit Card or E-Check. When paying monthly rent by any type of check form, Landlord requests that only ONE check be remitted for the unit each month and that Resident allows up to two weeks (14 days) for a personal check to post to Resident account and clear. If Resident prefers, individual payments may be made by utilizing the Online Portal and paying by E-Check or Credit Card. For all credit and debit card transactions, Resident will be required to pay a convenience fee of \$19.95 per transaction to reimburse Landlord for fees incurred from the software provider. Submitting multiple checks or payments per rent period does not void or relinquish responsibility of each individual signatory of the Lease from being financially responsible for the entire rent amount each month.
3. **ELECTRONIC PAYMENTS:** Resident understands that submitting payments Online via Credit Card, Debit, or E-Check, Resident is responsible for the amount entered, as the payment portal is not controlled by Landlord and cannot be altered by Landlord if a mistake is made. If a payment amount is submitted in error, Landlord will work with Resident to correct the error as soon as possible; however, Resident agrees that Landlord is not responsible for any damages or costs incurred by Resident as a result of the payment error. In addition, Resident understands that it may take up to 3-4 weeks for Landlord to process a refund for any overpayments made, as all payments must clear through all banks before a refund can be issued. For this reason, Landlord recommends that any overpayments made be applied toward the following month's rent.

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4. **CHECK CONVERSION:** If Resident makes any payment by check, it may be converted into an electronic funds transfer (EFT). This means Landlord will copy the check and use the account information on it to electronically debit Resident's account for the amount of the check. The debit from Resident's account will usually occur within 24-hours, and may occur as early as the same day as Landlord receives payment. The debit will be shown on Resident's regular account statement. Resident will not receive the original check back. Landlord will destroy Resident's original check, but will keep a copy of it to the extent required by applicable laws. If the EFT cannot be processed for technical reasons, Resident authorizes Landlord to process the copy in place of the original check. If the EFT cannot be completed because of insufficient funds, Landlord may require payment in certified funds.
5. **RESIDENT RESPONSIBILITY:** Resident understands that Landlord does not send out rent reminders or invoices and agrees that it is Resident's responsibility to pay rent on time and to pay the correct amount each month. Furthermore, it is Resident's responsibility to ensure that each payment is actually received by Landlord on or before its due date. If paying online through the resident portal, whether using the one-time payment feature or setting up recurring payments, Resident understands that only they have access to the resident portal and that Landlord does not have access to their personal account. Therefore, it is Resident's sole responsibility to ensure that they have entered all account information and rent amounts correctly to ensure accurate and timely rent payments. Landlord is not responsible for payments that are received for incorrect amounts or not received on time due to Resident's erroneous use of the online resident portal. When paying by check or money order, 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 risk and not Landlord's risk. The usual days and hours when rent payments may be made personally are Monday through Friday, 9:30 a.m to 5:30 p.m.
6. **LATE PAYMENTS:** If in any month the rent is paid after the sixth (6th) day of the month, payment must be in the form of a cashier's check or money order. If Landlord serves Resident with a three-day notice to pay rent or surrender possession, which Landlord may do on any date after the first day of the month, any payment tendered following service of said notice must be in the form of a cashier's check or money order. If any check given by a Resident is, for any reason whatsoever, returned unpaid by the bank upon which it is drawn, all subsequent payments for the rest of Resident's occupancy of the Premises (including the payment necessary to replace the dishonored check) must be in the form of cashier's check or money order, unless Landlord agrees, in writing, to waive this requirement. If Resident vacates the Premises after being served with a legal notice, Resident remains legally responsible under the terms of the Lease, which includes all remaining rent amounts due until the Lease End Date or the Premises is re-rented, whichever is earlier.
7. **LATE FEES/NSF FEES:** Landlord and Resident agree that when Resident fails to pay rent on time or when Resident pays rent by a check which is subsequently dishonored by the bank, the actual cost to Landlord is difficult or impossible to ascertain, but the Parties agree that Landlord does, in the event of late payment or in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the late payment, etc. After making a reasonable endeavor to estimate accurately the approximate costs associated with such a breach, which the Parties agree is difficult or impossible to ascertain, the Parties agree that, any time the rent for any given month is paid after the sixth (6th) day of such month, Resident will in that month pay to Landlord, as additional rent due with the late payment, a late charge in the sum of \$30.00 and further agree that, in the event of a dishonored check, Resident will pay to Landlord, as additional rent due with the payment required to replace the dishonored check, an NSF fee in the sum of \$25.00, in addition to the late charge. The Parties agree that the payment of these sums does not constitute a license to pay rent late nor does it constitute a license to pay by dishonored check. Rent remains due on the first day of the month and there is no grace period for the payment of rent. A three-day notice to pay rent or quit may be served at any time after the first day of the month irrespective of the existence of the late charges as set forth in this paragraph. If such notice is served after the sixth (6th) day of the month, it may include the late charge and NSF charge, if applicable, which charges, as set forth above, are payable as additional rent.

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8. **COLLECTION PRACTICES:** Unless otherwise specified, any payments received may be applied first to any outstanding fees on Resident's account, such as utility fees, late fees, damage fees, etc., with rent being the last item to be paid. Any past due balances, which remain unpaid, may be sent to Collections and/or pursued through the Civil Court system, which can result in eviction and can negatively affect Resident's rental and credit histories. If a balance is sent to Collections, Resident agrees to repay Landlord for any charges incurred as a result.

E - PAYMENT DUE BY LEASE COMMENCEMENT:

Resident shall pay to Landlord \$ 4,526.50 on or by the Lease Commencement Date. This amount is composed of the following sums: \$ 2,161.50 as the first month's rent, \$ 400.00 as the Security Deposit, and \$ 1,965.00 as an additional deposit equivalent to the amount of monthly rent that may be used as last month's rent ("Additional Deposit"). (If the Lease is renewed for a subsequent term, the Security Deposit and Additional Deposit will not be used or returned to Resident and will remain on account; however, if the rent is increased, the Additional Deposit will also be increased to reflect the new rental rate, in which case Resident will be required to pay the difference for the increased rate when a lease renewal is executed.) Landlord may require that this entire sum be paid in the form of a cashier's check or money order. If Landlord accepts a personal or other non-certified check and the check is, for any reason whatsoever, returned unpaid by the bank upon which it is drawn, the entire amount shall immediately become due and payable and shall be considered rent so that Landlord may serve a three-day notice to pay rent or quit for the entire amount and, if Resident does not comply with said notice, Landlord may utilize unlawful detainer procedures to evict Resident from the Premises.

F - OCCUPANCY OF THE PREMISES:

Upon taking possession, Resident will inspect the Premises and acknowledge that the Premises is in good and habitable order and repair at that time by providing Landlord with an executed copy of the Move-in Inspection Form.

The Premises shall be occupied only by the following person:

Occupant Name:	Yury Elena Garcia Puerta	Birthdate:	09/26/1984
Occupant Name:	Jose Alejandro Castano	Birthdate:	04/02/1972
Occupant Name:		Birthdate:	
Occupant Name:		Birthdate:	
Occupant Name:		Birthdate:	
Occupant Name:		Birthdate:	
Occupant Name:		Birthdate:	
Occupant Name:		Birthdate:	
Occupant Name:		Birthdate:	

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 who is not also named above as a Resident and/or who is not a signatory to this Lease shall be deemed to be invitees of the named Resident(s), who are signatories to this Lease.

Accordingly, if any such individual is not named in any unlawful detainer action to regain possession of the Premises, and if any such individual thereafter makes a claim to right of possession of the Premises, that claim shall be denied on the basis that said individual is the invitee of the named Resident(s) and does not have an independent claim to right of possession of the Premises. Resident(s) understands that in no event shall more than two persons per bedroom plus one additional person occupy the Premises. If the household composition changes such that the number of occupants exceeds this occupancy standard, Resident(s) agrees that such overutilization shall be grounds for Landlord to terminate this Agreement, solely at Landlord's option. Only the above-named Original Occupants shall be considered part of the tenancy for the purposes of Civil Code Section 1947.12(b) when determining whether any "tenant from the prior tenancy remains in lawful possession" of the Premises. If Landlord permits a change in occupants, any additional occupant that is not an Original Occupant shall be known as a "Subsequent Occupant." When only Subsequent Occupants remain, the rent may be raised without limit at the end of any lease term pursuant to Civil Code Section 1947.12(b).

1. **FAILURE TO OCCUPY UNIT:** Resident agrees to occupy the Premises within seven (7) days of the Commencement Date, unless alternative written arrangements are made in advance with Landlord. A delay in occupancy of the Premises does not affect the duty to pay rent and any other amounts required by this Lease that accrue beginning on the Commencement Date. Resident agrees that the failure by Resident to both pay rent and to occupy the Premises within seven (7) days without alternative written arrangements with Landlord, will cause the Lease to be deemed abandoned and terminated. Once terminated, Resident will have no right to possession of the Premises or any other unit in the Community. Resident understands and agrees that if the Lease is terminated in this fashion that Resident will remain liable for damages for breach of lease, which includes all rent accrued from the Commencement Date until the Lease End Date or the Premises is re-rented, as well as costs related to re-renting the unit.
2. **VACATING THE PREMISE:** All furniture, personal items, and trash must be removed from the Unit and any repairs, painting, cleaning and carpet cleaning by Resident must be completed prior to turning in keys. All keys must be returned to Landlord by 8 AM of the Lease End Date. A Final Move Out ("FMO") inspection will be performed by Landlord at that time to evaluate the overall condition of the unit in order to determine how much of the Security Deposit will be returned, if any. Resident is not required to be present at this inspection; however, if Resident would like to be present, Resident must submit a written request to Landlord and set up an appointment at least one week prior to the move-out date. If Resident's move out date falls on August 31st, final move-out appointments may be assigned by Landlord due to the number of units vacating on this date. Failure to request, schedule or attend appointed inspection times will relieve Landlord of any obligation to perform a FMO inspection in Resident's presence.

G - UTILITIES:

Water, Garbage, Sewer, and Internet services are included with the rent; however Residents are required to pay a Utility Fee each month to cover a portion of water, garbage, and sewer expenses. Fees are outlined below in Section 4 - Resident Utility Fees. Landlord reserves the right to modify which utilities are billed to Residents and their method of billing at any point during the term of this Lease upon 30 days' notice. With respect to the utilities charges listed above to be paid by Landlord, Resident shall not make excessive or unreasonable use of such utilities. If Resident does make excessive or unreasonable use of such utilities, Landlord may bill Resident for such excessive or unreasonable use and said billing shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing. In the event of a dispute as to any such charges, Resident shall pay the disputed amount as required, but may file a Small Claims Court action for a refund and, if such Court determines that the amount charged by Landlord is excessive, Landlord shall promptly refund any such overcharge.

1. **INTERNET POLICY:** **Chautauqua Apartments** will provide service of XFINITY Wi-Fi internet up to 150/5 Mbps, which is billed by the provider directly to Landlord. The following provisions apply:
 - a. **EQUIPMENT:** Resident must not tamper with, or take, any equipment related to XFINITY Wi-Fi internet services including but not limited to: the modem, the router, power cord(s), ethernet cord(s), the laminated Comcast Connection information sheet, etc. The apartment is jointly responsible for ensuring equipment is not tampered with or taken upon move out. Missing Comcast equipment, or resident-caused damage to the equipment, will result in a \$200 damages fee to replace the equipment (split evenly among housemates if on the Individual Lease Program). Location of Comcast equipment may vary from

apartment to apartment. The Comcast technician will attempt to hardwire your modem in the living room, however if the connection is stronger in one of the bedrooms, they will install within a room. It is the responsibility of the housemates to communicate with one another if they need to, for whatever reason, access the modem located within a bedroom.

- b. **UPGRADING SERVICE:** Landlord provides each apartment XFINITY Wi-Fi internet up to 150/5 Mbps. If your apartment wishes to increase the speed, or add on other Comcast packages such as cable, it is the responsibility of the tenant to set up a separate account directly with Comcast by providing them with a personal method of payment. Comcast will send the bill (for the add-ons) directly to you at your current address. Any equipment related to the personal services is the joint responsibility of the household. If resident opts for a professional installation for the add on services, the resident will be billed as such. It is up to the resident to cancel their add-on services upon move out. It is the responsibility of the household to agree on any Comcast upgrades (Landlord does not get involved with upgrades).
- c. **TECHNICAL SUPPORT:** If technical support is needed, resident(s) must contact the Bulk Team Support Technicians at 1-855-307-4896. If support is needed due to resident-caused damage to the equipment, or if the call is deemed frivolous (e.g. "my phone isn't working" when it's simply not plugged in), charges may apply and will be billed directly to the resident. If equipment is malfunctioning, however, technical support is free of charge. If any equipment is deemed faulty by technical support, it is the responsibility of the resident(s) to let Landlord know if the modem will be swapped, and provide Landlord with the new serial number affiliated with the new modem.
- d. **ILLEGAL ACTIVITY:** Any suspicious or illegal activity (such as, but not limited to, illegally downloaded movies) will result in the account being flagged. A notice will be directly sent to resident(s) at the address where the activity has occurred, and may place your apartment at risk for this service provided by Chautauqua Apartments to be revoked.
- e. **TEMPORARY COMCAST OUTAGES:** Landlord is not liable for damages (such as, but not limited to, reimbursement) arising from service outages, interruptions, or fluctuations in utilities provided to the Unit, or when there is a Property- or city-wide service outage under the direct control of utility service providers.
- f. **OTHER:** If your apartment re-sets the username and password at any time, it is the household's responsibility to reset the modem upon vacating, so that the next residents can login using the default username and password.

Gas & Electricity, Telephone, and Cable are NOT included with the rent. Resident is responsible for establishing service, where applicable, and paying for all non-provided utilities, with most services being optional and at Resident's discretion, except gas & electrical service, which is mandatory and is provided through PG&E (Pacific Gas & Electricity). For any utility which Resident is responsible for paying directly to the utility provider, Resident must contact the utility company prior to move-in to have the services placed in Resident's name prior to the move-in date. Resident's failure to place services in their name may delay occupancy of the Premises. Resident shall not use any utilities in the common areas of the Property for their own personal use without written consent of Landlord.

- 1. **RESIDENT UTILITY OBLIGATIONS:** For all utilities that are Resident's responsibility, Resident agrees to pay for all consumed utilities beginning at the commencement of the Lease until Resident vacates the Premises or the Lease terminates, whichever is later. This requirement also applies to times when Resident is away from the Premises for any reason and for any length of time. All amounts due under this Policy are deemed additional rent. Resident warrants, agrees, understands, and accepts that all adult residents of the Premises agree to share all costs of utilities equally, including, but not limited to, PG&E (gas and electricity). If any resident terminates this Lease for any reason or surrenders the Premises, Landlord may charge the remaining residents the total cost of the utility bill until a new resident occupies the vacating resident's space. Landlord and Resident agree to undertake good faith efforts to obtain a new resident as promptly as possible.
- 2. **DIRECT BILLED UTILITIES:** For all utilities that are Resident's responsibility, Resident agrees to obtain service in Resident's name by contracting directly with the utility provider. Failure to do so for required utilities may result in an interruption of service to the Unit. If Landlord is billed for utility services, which are Resident's responsibility, Resident agrees to repay Landlord within 21 days of invoice for all charges incurred. When Resident fails to

connect utilities, the actual cost to Landlord is difficult or impossible to ascertain, but Landlord and Resident agree that Landlord does, in the event of Landlord paying invoices on Resident's behalf, incur certain costs beyond the cost of the invoice, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the late payment, etc. After making a reasonable endeavor to estimate accurately the approximate costs associated with a failure to connect utilities, Landlord and Resident agree that \$25.00 is a fair and reasonable estimate of the damages Landlord will suffer as a result. In addition, please be advised that, at Landlord's discretion, if Resident fails to put required utilities under Resident's name or fails to repay Landlord for any utility charges, including fees, such non-compliance will be considered a material breach of the Lease and may result in termination of the Lease.

3. **NON-DIRECT BILLED UTILITIES:** For utilities included with the rent, and which are billed by the utility provider directly to Landlord, the following provisions apply: Resident may be required to pay a portion of included utilities for water, sewer and trash service, as specified below under "Resident Utility Fees." If applicable, Resident's share for water includes, but is not limited to water related charges contained on tax bills and all charges contained on the local water provider's bills to Landlord. Water charges also include charges for gas used to heat hot water, in addition to the cost of the actual water. Resident's share for sewer includes, but is not limited to, sewer related charges contained on tax bills and all charges contained on the local sewer provider's bills to Landlord. Resident's share for trash includes, but is not limited to, the cost of Landlord employees to collect trash bins from enclosures, compact the trash, and return the bins to the trash enclosures, as well as the trash related charges contained on tax bills and all charges contained on the local trash collection provider's bills to Landlord. Failure to pay any part of required utility fees will be considered a material breach of the Lease and may lead to the termination of the Lease.

4. **RESIDENT UTILITY FEES:** Resident must pay \$40.00 per month ("Utility Fee") in addition to rent for Resident's portion of water, garbage, and sewer utilities, which amount is equal to \$20.00 per month per authorized adult occupant of the Premises. Resident represents that all occupants who will reside in Unit are properly identified in the Lease. If there are any changes to the household, Resident agrees to immediately notify Landlord in writing. Please be advised that the amount calculated was based on a review of past water, sewer, and trash charges incurred for the Property, including water, sewer, and trash for the common areas. Resident acknowledges and agrees that payment for any utilities charged or passed through by the Landlord may include uses outside of the Premises or the Unit.

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5. **MONTHLY BILLING:** If applicable, Landlord does not send out monthly billings or reminders for utility charges. Resident is responsible for remitting the proper amount due for the Utility Fee each month, in addition to the monthly rent payment. (the Utility Fee will be prorated as necessary.) As with rent, the Utility Fee is due by the 1st of each month and considered delinquent on the 7th of each month. As Utility Fees are considered to be additional rent, a \$30 late fee will be assessed on the 7th of the month for any delinquent Utility Fees. When Resident fails to pay Utility Fees on time, or when Resident pays by a check which is subsequently dishonored by the bank, the actual cost to Landlord is difficult or impossible to ascertain, but Landlord and Resident agree that Landlord does, in the event of late payment, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the late payment, etc. After making a reasonable endeavor to estimate accurately the approximate costs associated with a non-payment of the Allocated Utility Bill, Landlord and Resident agree \$30.00 is a fair and reasonable estimate of the damages Landlord will suffer as a result of the late payment. In addition, at Move-In, Resident will be required to remit Last Month's Utility Fees for Resident's Unit as part of initial Move-In Payment.
6. **OUTSTANDING UTILITY BALANCES:** Any utility charges or service fees that have accrued, which remain unpaid when Resident vacates the Premises, may be deducted from the Security Deposit and/or will be forwarded to Resident for payment. If any charges remain unpaid after 21 days, all outstanding balances may be sent to Collections, which can also result in court action. Be aware that any balances sent to Collections can reflect negatively on Resident's rental and credit histories. If a balance is sent to Collections, Resident agrees to repay Landlord for any charges incurred as a result of sending the balance to Collections.

7. **CONSERVATION:** Resident understands that compliance with any utility conservation efforts implemented by Landlord, the City of Davis, UCD, or by the utility service provider is required at all times, and Resident agree to participate in any such efforts implemented.
8. **REASONABLE USE:** To the extent Landlord provides to Resident any utility without charge, including, but not limited to water, Landlord only agrees to provide a reasonable quantity of said utility and Resident agrees to pay for any excessive or unreasonable use of said utility. If any utility is rationed in any respect by any state, regional or local agency regulating that utility, excessive or unreasonable use shall be deemed that usage level which results in a penalty or excess use fee. If the utility is shared by more than one unit in a building or buildings of which the Premises is a part and there is a common metering or distribution system, Resident shall pay a share of the charge for such excessive or unreasonable use in proportion to the number of units using the utility (or other reasonable method to distribute such charges as determined by Landlord).
9. **TAMPERING:** All outdoor faucets and electrical outlets located in common areas are under the exclusive control of Landlord and are not for resident use. For this reason, residents may not run hoses or extension cords to outside faucets or outlets. Further, Resident understands and agrees that Resident may not disturb, tamper, adjust, or disconnect any utility service, sub-metering device, or system on the Property or in the Unit, and that doing so will be considered an act of vandalism, which is considered good cause for immediate termination of the Lease.
10. **TEMPORARY SERVICE OUTAGES:** Landlord is not liable for damages incurred, including food spoilage, arising from utility service outages, interruptions, or fluctuations in utilities provided to the Unit that are not reasonably within Landlord's control, especially in instances where Resident fails to pay utility bills or report problems within the Unit in a timely manner, or when there is a Property- or city-wide service outage under the direct control of utility service providers.
11. **DISCONTINUED UTILITIES:** Utility discontinuation is considered to be a breach of the Lease. If the breach arose due to Resident's failure to pay for utility services or to place required utilities into Resident's name, Resident will be responsible for the breach and for any damages, fees, or claims that result to the Unit or to Landlord. In addition, if Resident is responsible for the breach, it will also be considered good cause for Landlord to terminate the Lease immediately.
12. **DEFAULT:** To the extent permitted by law, any delinquent payment of Utility Fees shall be considered a default under the Lease to the same extent and with the same remedies to Landlord (including, without limitation, the right to bring a summary proceeding for eviction against Resident and the right to impose late fees and other related charges and fees) as if Resident had been delinquent in Resident's payment of the monthly rent identified in the Lease.
13. **WAIVER:** Landlord's waiver of any covenant of this Utilities Policy or the Lease will not constitute a waiver of any other breach. Landlord's acceptance of rent or any other payment with knowledge of Resident's failure to pay utility charges does not waive Landlord's right to enforce any provision of this Utilities Policy or the Lease. No waiver will exist unless made in writing and signed by both Resident and Landlord.
14. **ADDITIONAL TERMS:** Any provision specifically required by applicable law which is not included in this Utilities Policy is hereby inserted as an additional provision of this Utilities Policy, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.
15. **SEVERABILITY:** If any provision of this Utilities Policy is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Policy or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Utilities Policy and the terms of the Lease, the terms of this Utilities Policy shall control.

H - RESIDENT CONDUCT

During the course of Resident's tenancy, Resident agrees to comply with all of the following:

1. Resident agrees not to harass, annoy, or endanger any other Resident, neighbor or other person, or create or maintain a nuisance, or disturb the peace or solitude or quiet enjoyment of any other resident, neighbor or other person, or commit waste in or about the Premises.
 - a. Intoxication, disorderly conduct, and excessive noise are not allowed on the Property, including, but not limited to, within individual units. Distribution of alcohol to anyone and consumption of alcohol by anyone under the age of 21 is not permitted at any time. Exhibition of these behaviors by Resident, or Resident's guests, employees or invitees is a material violation of the Resident's Lease.
2. Resident further agrees not to harass, verbally abuse, denigrate or otherwise disrespect Landlord's employees, agents and/or contractors or interfere with the operations of the Property or the work of employees or agents.
3. Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Property. These include, but are not limited to, the use, possession, distribution, manufacturing, cultivation, growing, or sale of narcotics, illegal drugs or controlled substances and the carrying or exhibiting of firearms on the Property. Such acts are prohibited. The carrying or exhibiting of firearms may be permitted with written consent of Landlord if doing so is required by law or job necessity.
 - a. Under California law, the use of the Premises for the illegal sale of drugs is considered a "serious nuisance" which will result in eviction from the Premises.
 - i. Drug activity should be reported to the police and Landlord immediately. Residents are cautioned to be alert and look out for the following:
 1. Someone who approaches residents offering the sale of drugs;
 2. Someone who, by his or her activities, appears to be promoting the sale of drugs;
 3. Traffic or visitors, who come and go frequently, beyond normal family members, and particularly beyond normal visiting hours.
4. Resident additionally agrees not to deface or damage any part of the Premises or the 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 or within the Community.
 - a. Any vandalism or defacement to the Premises will be considered Resident's responsibility unless the responsible party can be positively identified. Writing or marking on the buildings or the sidewalks of the Community with any medium, including sidewalk chalk, is not allowed. Persons caught making graffiti will be punished to the full extent of the law. All costs to repair any damage caused by Resident or Resident's guests, employees, or invitees will be at the expense of Resident. Residents should report acts of vandalism, as well as the address and the description of persons involved to Landlord and to local authorities (police, etc.) immediately.
5. Resident also agrees 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 Community.
6. Resident further agrees to comply with all signs posted by Landlord in and around the common areas of the Property including, but not limited to, parking areas and amenity areas. Landlord may ban any Resident, household member, guest or invitee from using any amenity at the Property if such persons fail to abide by posted signs or Rules relating to those areas and Resident shall not be entitled to any rent reduction or offset if the loss of amenity privileges is the result of the conduct of Resident, or of Resident's household members, guests, or invitees.
7. Resident is responsible for the conduct of his/her/their guests or invitees while they are on the Property, as well as all household members (including minors). A Resident conducting any of the activities set forth herein above, or who allows his or her guests, invitees or household members (including minors) to conduct any of said activities

shall be deemed in violation of this Agreement, and said activity shall be grounds for termination of this Agreement with a three-day notice to quit.

8. Resident agrees to keep all noise to a reasonable level, in order to avoid disturbances of other residents; however, Landlord does not provide or guarantee a noise-free environment. Living in a community means that it is likely Resident will be able to hear sounds common to a community environment while inside the Premises. While Landlord will enforce quiet hours, the provision of such quiet hours shall not be deemed a guarantee of any kind that Resident will not be exposed to common community noise while on the Property and in the Premises.

a. **Quiet hours are from 10:00 p.m. to 8:00 a.m.** (Initial) VEG JAC

However, Residents agree to be considerate of their neighbors at all times and shall not make or allow any unreasonable or excessive noise in the Premises, nor permit any action which will interfere with the rights, comforts or conveniences of other persons at any time. Resident agrees that they are responsible for any type of noise caused by their household, guests, employees or invitees, and pets/animals. Residents shall refrain, and shall ensure that Resident's guests likewise refrain from activities and conduct outside of the Unit (in common areas, parking areas or recreation facilities) likely to annoy or disturb other persons. Resident agrees to comply with the following rules regarding noise:

- i. Volume levels for all electronic devices must be kept low at all times. If excessive noise of any kind, including bass sounds, can be heard outside of the Unit or through adjoining walls or floors, then it is too loud. During Quiet Hours, it is suggested that electronic devices be used with headphones to ensure that neighboring residents are not disturbed.
- ii. The use of any type of equipment that produces vibrations, such as small appliances, tools, musical instruments, or exercise equipment, etc., is restricted during quiet hours, unless deemed necessary by Landlord.
- iii. The act of moving heavy chairs/furniture or any other activity that causes loud vibrations or scraping sounds across the floor is restricted during quiet hours.
- iv. Resident agrees to comply with any requests made by Landlord to correct any reported noise disturbances within a timely manner. Failure to comply with Landlord's request(s) to correct any noise disturbances may result in the termination of Resident's Lease.
- v. Resident understands that noise complaints are not considered an emergency and Landlord is not obligated to respond to complaints during non-business hours. For after-hours complaints, at Resident's option, the following parties may be contacted for assistance:
 1. **Davis Police Department (Non-Emergencies)** at 530-747-5400
 2. **Sacramento Elite Security Patrol** at (916) 706-1209.

- a. Resident is responsible for informing Landlord by the next business day if any of these parties were contacted, so Landlord can address the noise disturbance with the responsible party.

I - HOUSE RULES

The following Community Guidelines ("House Rules") are incorporated into and made a part of this Lease. Resident agrees to abide by said House Rules in all respects. **Any House Rules may be changed on thirty (30) days' notice and Resident agrees to abide by any such changes.** Failure to comply with the Rules shall be deemed a breach of this Lease.

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- a. **ACCESS TO PREMISES:** The Parties agree that upon advance reasonable written notice to Resident, unless otherwise agreed to by Resident, Landlord shall have the right to enter the Premises during normal business hours for the purpose of: (a) making desired, necessary or agreed repairs, decorations, alterations, improvements, or renovations to the Premises, to an adjacent unit or for the benefit of the building in which the Premises is located; (b) supplying necessary or agreed services; (c) showing the unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; or (d) for any other purposes permitted by California Civil Code Section 1954 (and any other applicable statutes or amendments which might be enacted subsequent to the execution of this Lease). Resident acknowledges and agrees that permission of only one lawful resident of the Premises is required to grant entry to Landlord, maintenance, Landlord's vendors, pest control technicians, or any other person lawfully requesting entry into the Premises on behalf of Landlord. If verbal permission is not obtained, the Parties hereby agree that twenty-four (24) hours' written notice is presumed reasonable, although the Parties acknowledge that a shorter time period may also be reasonable under some circumstances. In the case of an emergency or Resident's abandonment or surrender of the Premises, Landlord or its agent may enter the Premises at any time without first securing Resident's prior permission. Resident agrees to permit Landlord access to the Premises in accordance with this paragraph. Resident also agrees that if Resident denies 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 with a three-day notice to quit.
- b. **ALTERATIONS:** Resident agrees not to make any additions, alterations, modifications, or improvements ("alterations") of any kind to the Premises or the Property or any portion thereof without the prior written consent of Landlord. All additions, fixtures and improvements shall be Landlord's property and shall remain upon the Premises or Property after the termination of the Lease unless Landlord, as a condition to allowing Resident to make such alteration, requires that the Premises or Property be restored to the condition existing prior to such alteration being made. Any damage to the Premises or Property or injury to others that results due to alterations made will be Resident's responsibility. Landlord reserves the right to deny requests for any alterations for whatever reason.
- i. **DECORATING:** Decorating is permitted within the Premises provided that Resident complies with the following provisions:
1. Resident may use only small picture nails or hooks to hang items on the walls. NO glue, tape or stick-picture hooks may be used.
 2. No change of drapes, blinds or window coverings is allowed without prior written permission from Landlord.
 3. No nails may be put in cabinets or doors.
 4. Resident will be required to return the Premises to the original condition prior to vacating in order to avoid additional restoration charges.
- ii. **WALL COLOR ALTERATIONS:** In exception to the "Alterations Policy" noted above, Residents may paint the interior walls of the Premises without advance permission from Landlord, provided that the following conditions are met:
1. Painting is done in a professional, workmanlike manner, avoiding paint on non-painted surfaces, such as cabinets, flooring, or windows.
 2. The ceiling is not painted or otherwise disturbed by painting.
 3. Resident pays for all costs for painting services rendered by 3rd parties.
 4. Resident must restore any altered walls back to the original color by using primer and enough coats of paint to ensure proper coverage at least two weeks prior to Resident vacating the Premises. Resident agrees and understands that failure to comply with these conditions may result in additional costs to restore the Premises to its prior condition, which costs may be deducted from the Security Deposit and/or billed to Resident. Resident further agrees that if the walls are not restored to their original color at

least two weeks prior to Resident vacating the Premises, Landlord may send its painter to repaint the altered walls at Resident's expense and cost. Any damages incurred by Landlord resulting from Resident's failure to restore the altered wall will be Resident's responsibility.

- c. **APPLIANCES & FIXTURES USE:** Resident agrees to use all fixtures and appliances provided within the Premises properly so as not to cause unnecessary wear and tear or damage to them and shall comply with the following provisions regarding the use of the following listed appliances/fixtures, as provided:
- i. **GARBAGE DISPOSALS/PLUMBING DRAINS:** Resident agrees not to dispose of any fibrous or hard organic materials, such as but not limited to, cornhusks, artichoke leaves, celery stalks, potato peels, onion skins, grease, bones, or other similar items, as well as non-biodegradable items, such as aquarium rocks or litter, down any garbage disposal or drain. Any blockages caused by Resident's negligence and resulting costs incurred by Landlord to clear the blockage will be Resident's responsibility.
 - ii. **STOVE/OVENS:** Resident agrees to not place aluminum foil around burner drip pans, as this can cause the elements to short out and start a fire or cause damage to stoves. Resident agrees to regularly clean ovens in order to prevent excessive grease build up and reduce risk of fire. For any self-cleaning ovens, as provided, Resident agrees to follow all directions for use and to check with Landlord before use of any caustic chemicals for cleaning. Use of ovens, stoves or other appliances not designed to heat the Premises is prohibited.
 - iii. **REFRIGERATORS/FREEZERS:** Refrigerators may not be left unplugged or without power for extended lengths of time and should always be set to Level 3 to receive best performance. In addition, freezers may not be overfilled with food, as this can prevent the air from circulating to the Refrigerator properly and cause the appliance to malfunction. Any damages caused to any provided fixture or appliance as a result of not complying with these parameters will be Resident responsibility.
- d. **BARBECUES:** Charcoal, large propane, or other open flame grills or cooking equipment are prohibited and may not be used or stored in the Premises or anywhere on the Property. The only personal grills permitted are electric grills or propane tank grills with a one pound liquid petroleum gas capacity (typical camping stove) ("Permitted Grills"). Permitted Grills that use gas must be used outdoors only and must not be left unattended. Furthermore, permissible grills shall not be operated on combustible balconies or within 25 feet of buildings, walkways and combustible construction. Permitted Grills may be stored in any private patio or balcony under Resident exclusive control or a shared or non-enclosed patio or balcony provided the following conditions are met:
- i. The BBQ does not block any entrances, fire extinguishers, or fire escapes or pose an unreasonable disturbance or nuisance to neighboring Residents.
 - ii. Propane tanks are disconnected from the grill and stored off the property, as propane tanks may not be stored in the premises or anywhere on the property.
 - iii. As an alternative, Residents may use any community grills, as provided in safe zones throughout the property. Residents must properly dispose of coals after they have cooled by sealing them in a bag and placing in the community dumpsters, and cleaning the grill after use. Residents will be responsible for any damage, injury or fire caused by failure to abide by these rules.
- e. **BICYCLE STORAGE & USE:** Resident shall comply with the following provisions regarding use and storage of bicycles:
- i. Bicycles may be stored inside the Premises, in any private patio, balcony, or yard under Resident's exclusive control, or in any designated community bike parking areas, as provided. Bicycles stored in any community bike parking areas must be operational and registered with Landlord.

- ii. Bicycles may not block access to fire extinguishers, stairwells, entries of neighboring units, pathways, vehicles, or cause any other potential problem or nuisance for neighboring residents.
- iii. Bicycles may not be parked attached to any trees, light posts, shared or common use balcony railings, or any other non-designated areas at any time.
- iv. Bicycles that are non-operational, missing parts, abandoned, not registered with Landlord, or are parked or stored in any non-designated areas may be removed without warning by Landlord.
- v. Bicycle attachments may be stored in designated bike parking areas only if they're attached to a bicycle and can be safely stored with the bike within the space provided without blocking any pathways, entries, or causing any safety hazards or nuisances.
- vi. Repairing and/or selling bicycles or other equipment is not permitted on the property at any time.
- vii. All bicycles must be operated in a safe and reasonable manner while on the property and may not pose a risk of injury or damage to others or property and may not cause an unreasonable noise disturbance or nuisance to neighboring Residents.

- 1. **Notice To Residents:** Due to the high number of incidents of bicycle theft in Davis, Landlord recommends that all bicycles be registered with the City of Davis and/or UCD and be stored within the Premises. Any bicycles left outside in designated bike parking areas or anywhere on the Property is done so at Resident's own risk.

f. **BUILDING/UNIT EXTERIORS:** Maintaining the appearance and safety of the Community is a high priority. In order to maintain the appearance of the community and be in compliance with all fire and health code regulations, Resident is responsible for complying with the following requirements during the tenancy:

- i. **COMMON ENTRYWAYS, PATIOS/BALCONIES, WALKWAYS:** All shared patios, balconies, entryways, stairwells, and walkways, hereinafter referred to simply as "Building Common Areas" are under the exclusive control of Landlord and shall be maintained by Landlord. Resident agrees to keep all Building Common Areas immediately surrounding the Premises clean at all times by keeping areas free of all trash, litter, and debris. Unless written permission is received from Landlord stating otherwise, Resident further agrees to not store personal items or furnishings of any kind in Building Common Areas or out on the Property grounds and agrees to not place or attach a sun shade, awning, screen, or similar device on the outside of any windows, awnings, overhangs, doors, exterior walls, railings, patios, balconies, yards, fencing, or any other Building Common Areas, so as not to cause a nuisance, interfere with passage, or block fire extinguishers, fire escapes, or any water heater closets for any length of time. Exception to this policy is made for the following: (Initial) ^{VEG} _{TEG} ^{JAC} _{JAC}

- 1. **WELCOME MATS:** A maximum of ONE welcome mat may be placed or stored outside in Building Common Areas directly in front of Resident's front door.
- 2. **POTTED PLANTS:** A limited number of potted plants may be placed or stored outside in Building Common Areas. Landlord reserves the right to restrict the total number, size, and/or type of potted plants being stored outside. Resident agrees to immediately comply with any requests made by Landlord to remove potted plants for any reason.
 - a. When storing potted plants outside, Resident must ensure that a water catcher is placed under each planter at all times and that potted plants do not/are not: 1) poisonous, dangerous, dead, overgrown or unsightly; 2) block any entrances, pathways, fire extinguishers, or pose any other potential safety hazard, health risk, or nuisance for neighboring residents or risk of damage to the property and

buildings; 3) placed in community flower beds, grassy areas, pathways, or stairwells, and must remain located in the concreted entry, patio or balcony that is directly by Resident's front entrance or in a private balcony, patio or yard that is under Resident's exclusive control; 4) placed on or hung from stairwell railings, roof overhangs, balcony or stairwell ledges.

- i. Any non-permitted personal items or furnishings left in Building Common Areas or on the Property grounds will be treated as abandoned or discarded items and will be removed by Landlord immediately without warning. All abandoned, discarded or removed items will be held in storage for up to 18 days. If any items remain unclaimed after this period, they will be disposed of without further notice, in accordance with law. To claim personal items, which have been removed by Landlord, Resident may have to pay a reasonable storage fee.
 - ii. Repeated violations regarding the storage of personal items in Building Common Areas is grounds for terminating the Lease.
- ii. **PRIVATE PATIOS, BALCONIES, & YARDS:** All fully enclosed, private patios, balconies, or yards under the exclusive control of Resident are to be maintained by Resident, unless otherwise agreed to by Landlord in writing. Patio furniture intended for outdoor use may be placed or stored in private patios, balconies or yards, as provided; however, household or indoor furniture may not be placed or stored in these areas at any time. Resident agrees to keep private patios, balconies and yards free and clear of excessive clutter, trash, debris, and hazardous or flammable items and is responsible for any hazards or problems, which result from failing to comply with this requirement, including but not limited to fire hazards, health & safety hazards, pest infestations, etc. If Landlord deems that a hazard is present due to Resident's accumulation of personal belongings or trash, Resident agrees to clean and remove excess items immediately upon Landlord's request.
 1. **BALCONY WEIGHT LIMITS:** Resident acknowledges that any balcony attached to the Premises has weight limits and should not be overloaded. Resident agrees to limit the number of people and belongings on the balcony to a safe guideline of no more than 40 pounds per square foot. Under this guideline, a 4' x 8' balcony may have a maximum of 6 people, plus standard outdoor furniture, as permitted.
 2. **CLOTHESLINES/DRYING RACKS:** Residents are not permitted to hang clothing, blankets or any other laundry in any patio or balcony that is shared with neighboring units or is not fully enclosed by a fence, railing or other structure. If the Premises has a private patio or balcony, which is fully enclosed by a fence, railing or other structure, Resident is permitted to hang clothing, blankets or other laundry on the patio, deck or balcony subject to the following rules and conditions:
 - a. No more than two drying lines/racks may be in use at any one time.
 - b. Items left on the drying lines/racks must be removed within 24 hours
 - c. Drying lines or racks must be free standing.
 - d. No drying lines or racks may be attached or affixed in any manner to any portion of the building, fence, railing, wall, building support structure, or light fixtures.
 - e. Drying lines/racks cannot be higher than the patio, balcony, fence or railing.
 - f. Drying lines/racks cannot be clearly visible from the sidewalk or street.
 - g. Drying lines/racks cannot block entrance to or egress from the Unit, create a health or safety hazard or interfere with walkways or utility service equipment.
 - h. Drying lines or racks cannot interfere with the maintenance of the property.
 - i. Clothes, blankets, rugs, etc. may not be draped over fence or balcony railings, or hung from any building fixtures.

- iii. **RESTRICTED AREAS:** Use of the roof and/or the fire escapes, if provided, by Residents and/or guests is limited to emergency egress ONLY. No other use is permitted, including, but not limited to, the placement of personal property, congregating, sunbathing or any other recreational use. Residents and guests must abide by all areas marked "employees only" or "no admittance." Failure to abide by posted signs may result in the termination of the Lease. Fire escape exits, if provided at the Community, are located off of the bedrooms of applicable units. These are provided in order to evacuate all occupants of the Premises safely from the building in the event of an emergency. Please keep these doors locked on the inside, unless needed for evacuation. The City of Davis Fire Code requires that these areas remain clear with a four foot radius at all times. Landlord is dedicated to providing safe living conditions for all Residents. Therefore, if at any time Landlord enters Resident's Unit and finds that the exits are blocked, staff will immediately clear the area, in which case service charges will apply.
- iv. **WINDOWS & DOORS:** Decals, stickers, placards, signs, advertisements, or any other decorative items may not be placed on the exterior wall, window, or door of the Premises or inside any window of the Premises without prior written permission from Landlord. In addition, Resident may not hang anything, such as aluminum foil, contact paper, curtains, shades, etc., on the inside of any windows between curtains and blinds or on the outside of the same listed areas. If blinds provided by Landlord become heavily stained, unsightly, or otherwise damaged during Resident's tenancy, blinds will be replaced by Landlord at Resident's expense. Window screens should not be removed except for cleaning and in cases of emergency. Exceptions to these policies are only permitted as follows:
1. **HOLIDAY DECORATING EXCEPTION:** Tasteful holiday decorating is permitted in the window and/or front door of the Premises provided the decorations do not pose or create a fire or safety hazard, threat of damage to the building or fixtures, an unreasonable disturbance to neighboring residents, or are not inappropriate or unreasonable for the community at large, as determined by Landlord. Holiday decorations may not be displayed more than 30 days prior to a Holiday or Season, and must be removed within ten (10) days after the Holiday or Season has terminated. Resident is strictly liable for any damages or injury that result from decorating for the Holidays and for the cost of repairs or repainting that may be reasonably necessary to restore the Premises to its condition prior to decorating. If, at any time, Landlord deems that Resident's choice of decorations is unsafe, unsightly, inappropriate, or otherwise damaging to the Premises or building, Resident agrees to remove the offending decorations immediately upon Landlord's request.
 2. **POLITICAL SIGNS EXCEPTION:** A "political sign" is one that relates to any of the following: (i) an election or legislative vote, including an election of a candidate to public office; (ii) the initiative, referendum, or recall process and (iii) issues that are before a public commission, public board, or elected local body for a vote. Resident may only post political signs in the window or door of the Premises in accordance with the provisions of this Agreement. The signs may not be more than six (6) square feet in size or posted or displayed in violation of any local, state, or federal law. Resident may not install or allow a political sign to be installed that causes any damage to or alteration of the Premises such as drilling holes; nailing into outside walls, door frames, window sills, railings, etc.; or affixing tape or other sticky material in a way that will cause damage to paint or other finishes. Resident may post and shall remove any political signs in compliance with the time limits set by the ordinance for the jurisdiction where the Premises is located. Resident shall be solely responsible for any violation of any local ordinance. If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private property, political signs may not be posted more than ninety (90) days prior to the date of the election or vote to which the sign relates and must be removed within ten (10) days following the date of the election or vote. Resident is strictly liable for any damages or injury that result from such installation and for the cost of repairs or repainting that may be reasonably necessary to restore the Premises to its condition prior to the posting of the political sign(s).

- g. **DRONES:** The use of drones of any kind anywhere on the Property is strictly prohibited.
- h. **EVENTS/PARTIES:** Events or Parties are defined as the presence of five (5) or more guests (invited & uninvited) all present at the same time. Residents may not host open or community-wide events or parties of any kind without advance, written permission from Landlord. Landlord reserves the right to deny permission for any event for any reason. Private parties contained within the Premises may be held by Residents provided that the following requirements are adhered to at all times:
- i. Resident is responsible for ensuring maintenance of control over the party by informing guests of all policies set forth by Federal/State/Local Laws and all Rules of the Community, and requiring compliance with them.
 - ii. Prior to hosting a party, Resident must provide a courtesy notice to Landlord and neighboring units at least 24 hours in advance.
 - iii. All parties must end no later than 1:00 AM.
 - iv. Resident is responsible for the behavior of all guests and for the noise levels associated with the party at all times. Resident further understands that parties taking place after 10PM must be quiet and are held to stricter standards in accordance with Quiet Hours.
 - v. Resident understand that other residents may file noise complaints with the City of Davis or the Davis Police Department. If a violation is found, Resident may be cited by the police. If Landlord receives a citation as a result of a complaint that was filed against Resident with the City of Davis or with UCD, Resident will be held responsible by Landlord for any fines incurred. Resident agrees to reimburse Landlord for any fines incurred by Landlord as a result of disturbances created by Resident's activities.
 - vi. Resident is responsible for the removal of any trash and debris caused by Resident's event.
- i. **EXERCISE EQUIPMENT:** Due to the potential of causing noise disturbances, storage and use of exercise equipment is permitted in ground (1st) floor units only with advance, written permission from Landlord. Permission may be denied or revoked at any time and for any reason by Landlord.
- j. **FIRE SAFETY:** In case of a fire in the Unit or a suspected fire in a neighboring unit, Resident shall call 911 immediately, and inform Landlord as soon as safe to do so. Fire extinguishers are provided for use in the event of a minor fire and are usually located by all unit entries, stairwells, or on building exteriors. Landlord will service fire extinguishers in accordance with law. Except for use in an emergency, fire extinguishers should not be removed from their boxes. **For safety reasons, firearms, explosive devices, fireworks, firecrackers, flammable or combustible liquids, or any other hazardous chemicals or dangerous items are not permitted to be stored or used in any unit or anywhere in the Community**, with the exception of barbecue starter fluid, which may be stored in a sealed 32-oz plastic or metal bottle within each unit. Resident is responsible for ensuring proper use of permissible lit objects, such as candles, incense, oil lamps, stoves, space heaters, etc. Personal items may not be stored inside of water heater closets, as doing so can create a fire hazard. The Premises must be kept clean and uncluttered to allow easy passage throughout. Windows and doors should not be blocked. Landlord may require the removal of items, newspapers, trash, etc. that are deemed to be a fire or health hazard. Resident shall not add appliances, such as dishwashers, washing machines, dryers, freezers, etc. to the Premises without prior written consent of Landlord.
- k. **GARBAGE/TRASH/RECYCLING:** Resident agrees to dispose of all trash and recycling in accordance with applicable laws and the following House Rules:
- i. **RECYCLING:** Landlord shall arrange for recycling services consistent with applicable law. Recycling containers for paper, plastics, glass and organic waste are provided by each dumpster area. It is Resident's responsibility to participate in the recycling program at the Property. Cardboard should be flattened and placed next to the recycling bins.

- ii. **TRASH:** Resident agrees to dispose of all trash and pet waste neatly and properly by placing all household trash or pet waste inside of a tied plastic bag or closed container and placing it in the appropriate dumpsters located throughout the property AND closing the lid(s). If there are garbage chutes at the Community, moisture-proof bags should be used to carry waste to the trash drops on each floor to prevent stains on the carpeting. All garbage should be deposited directly into the garbage chutes, and must be completely contained in sealed bags. Resident further agrees to not place household trash and pet waste in any courtesy trash receptacles located in common areas and to not leave any vehicle trash or debris in parking lots.
 - 1. Resident will be held responsible for any cleanup costs due to garbage bag leaks, breakage or any noted garbage trails on property. If Landlord is required to repeatedly clean up excessive trash in Building Common Areas immediately surrounding Resident's Unit or the trash area, Landlord reserves the right to charge Residents for this service. Waste disposal service fees may be charged to Resident if Landlord must correct Resident's failure to comply with these policies.
 - iii. **HAZARDOUS WASTE:** Resident is responsible for disposing of all fluids and hazardous materials in accordance with the law. When disposing of potentially hazardous items, Resident must comply with the rules and regulations contained in Title 22 California Code of Regulations section 66723 *et. seq.* and the information contained on the Department of Toxic Substances Control website located at www.dtsc.ca.gov.
 - 1. Flammable items and electronics, such as paint cans, aerosols, gases, batteries, motor oil, antifreeze, computers, monitors, televisions, VCR's, DVD Players, other electronic devices, etc. may not be disposed of in or around any trash container or enclosure.
 - 2. Hazardous waste disposal service fees may be charged to Resident if Landlord incurs costs to correct Resident's failure to comply with these policies.
 - iv. **LARGE ITEM DISPOSAL:** Landlord is not responsible for hauling away large, non-trash items such as old furniture, etc. Resident must remove and dispose of any furnishings or large household items at Resident's own expense, as small community dumpsters shall not be used for large items/furniture. If Residents have large, oversized disposable items that do not fit in garbage chutes, please notify Landlord. DO NOT FORCE LARGE ITEMS INTO THE CHUTE.
 - v. **DUMPSTER DIVING:** Climbing in and/or retrieving items and trash already placed within the trash bins, dumpsters, and recyclable containers is prohibited.
- I. **GUESTS:** All overnight guests staying more than three (3) nights during any consecutive fifteen (15) day period, must be registered with Landlord. Guests wishing to stay for longer than two weeks must be approved in writing by Landlord in advance. Landlord reserves the right to deny registration to any guest for any reason. Guests must be accompanied by Resident in common areas (limited to four guests per unit at any one time, unless reserved for an event). Guests may not use the laundry facilities or other Community facilities without prior written permission from Landlord and without being accompanied by Resident. Guests may only park in visitor parking (if provided) or on the street, where permitted. Guests may not reside in a tent, camper, vehicle, or in any common area, facility, or accommodation in the Community and must stay inside the Premises overnight. Guests must comply with all rules and regulations of our community, and Resident is responsible for informing Guests of these rules and ensuring that they comply with them. Violations of the guest registration policy will be viewed as an unauthorized occupancy, which is a violation of the Lease.
- m. **KEYS & LOCKS:** All keys, key cards, and transmitters must be returned to Landlord when Resident vacates. If not returned upon move-out, Resident shall be charged for the cost of changing the locks and replacing the keys. Resident shall not install any special locks in any part of the Premises requiring a separate entry key without advance written permission from Landlord. Residents may not give access keys to the Community, any recreational facility, or common area to anyone. Residents are highly

discouraged from giving their house key to anyone, including cleaning and delivery persons. Residents are responsible for all actions of persons, who are given a house key regardless of whether the persons act with Resident's knowledge or in Resident's presence.

- i. **LOCK-OUTS:** A complimentary Lock-Out service **during business hours** may be provided to Residents, who have signed the Lease and who have appropriate identification. Lock-out service will only be provided to those signing the Lease, even if there are other authorized occupants identified on the Lease. If Resident wants Landlord to extend lock-out service to authorized occupants, who have not signed the Lease, or any other individual, then Resident must notify Landlord in writing of any other individual whom Landlord is authorized to let into the Premises. No other individuals will be granted admittance into a unit under any circumstances. After hours lock-outs are not considered an emergency. If Resident requires a lock-out service after the office has closed, Resident should retain the services of a locksmith at his or her own expense. Davis Lock and Safe is recommended by Landlord. Resident must provide Landlord with a copy of the new key by the next business day. Charges may be assessed for any replacement keys or lock changes requested during Resident's tenancy in accordance with the Lease.

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- n. **LIQUID-FILLED FURNITURE AND AQUARIUMS:** No aquariums over 10 gallons are permitted without prior written consent of Landlord. Waterbeds and other liquid-filled furniture are allowed only under the regulations of California Civil Code Section 1940.5, which requires proper insurance coverage for waterbeds. A certificate of insurance evidencing waterbed coverage must be provided to Landlord prior to Resident bringing any liquid-filled furniture into the Premises. Resident must provide Landlord with at least twenty-four (24) hours' written notice prior to the installation, removal or movement of any liquid-filled furniture and Landlord has the right to be present at the time of such installation, removal or movement. Installation, movement and removal must be done in accordance with standards set by the manufacturer, retailer or state law, whichever provides the highest degree of safety. If Resident installs any liquid-filled furniture, the Security Deposit shall be increased by \$⁰_____, which in no event shall be more than one-half of one month's rent.
- o. **LOITERING/TRESPASSING:** Loitering is not permitted at any time. Guests, employees or invitees of the Resident may be asked to leave the premises if they are not attended by Resident. Anyone found loitering, sleeping on the property grounds or parking lot, or generally causing a nuisance will be asked to leave. Trespassers will not be allowed on the property, and violators will be prosecuted to the full extent of the law.
- p. **MAIL & PACKAGES:** Landlord provides and maintains one mailbox for each unit; however, mail service is provided by the US Postal Service. Problems with mailboxes, locks or keys should be submitted via maintenance service request to Landlord. If there is a problem with Resident's mail service, Resident must contact USPS for assistance. Landlord may accept packages on behalf of Resident as a courtesy and added convenience to Resident and the Carrier. However, it is not Landlord's responsibility to notify residents if a Carrier leaves a package at the Leasing Center. Packages will be available for pick-up during posted business hours only, and will only be released to authorized occupants listed on the Lease, unless prior written arrangements have been made. Photo ID is required to pick up a package and packages must be picked up within 72 hours of delivery. Landlord is not obligated to make arrangements for after-hours delivery of any package left at the office. Unclaimed packages will be returned to sender. Landlord may cancel this service or refuse acceptance of mail or packages for any reason, as nothing in this paragraph, obligates Landlord to accept any packages on behalf of Resident and Landlord may choose not to do so.
 - i. **PACKAGE RELEASE:** Resident is responsible for providing instructions to the delivery company regarding how their packages should be delivered. Resident gives Landlord and its agents permission to sign for and accept any parcels or letters, hereinafter referred to as "package(s)" that may be sent to Resident, whether anticipated or unanticipated, through UPS, DHL, Federal Express, Airborne, United States Postal Service, hand deliveries, or the like. If Resident prefers that Landlord does not accept packages on his or her behalf, it is Resident's responsibility to

notify the delivery company and notify Landlord in advance and in writing. Landlord does not accept any responsibility or liability for any lost, damaged, or unordered deliveries or for any loss, injury, or damage Resident experiences because Resident's package was left at the office and Resident is unable to pick it up during office hours and receive it in a timely manner. Resident agrees to hold Landlord and Landlord's agents harmless from any loss or damage to any of Resident's packages.

- q. **PHONE/CABLE LINES:** Landlord will provide up to one operational phone & cable line and one working access point, per unit, which includes any necessary repairs. Installation or repair work of additional phone/cable lines or jacks is prohibited without prior, written permission from Landlord. If approved, a licensed contractor, approved by Landlord in advance, must perform all installations according to Landlord specifications. All costs associated with the installation will be at Resident's expense.
- r. **PLAY AREAS:** Residents and their accompanied guests may play in the following designated common areas, if available in the Community: grassy areas, community pathways, courtyards, parking lot, and playground. All other common areas in the Community, including, but not limited to, flowerbeds, dumpsters & enclosures, mailbox areas, common buildings, pool area, or any construction areas are not designated play areas at any time.
- i. When playing with balls or Frisbees or other flying objects, residents agree to exercise caution around buildings and others. Residents are responsible for any damages or injuries caused by Resident's play activities. For safety reasons, wading pools, water tubs, Slip-N-Slides, and bounce/jump houses are not permitted at the Community at any time without prior written permission from Landlord. Landlord reserves the right to deny permission for any reason without explanation.
- s. **SAFETY CONCERNS: Each Resident, Occupant, and Guest is responsible for the security and safety of his or her own person, animals, and property** and should not rely on any security devices or measures provided by or implied to be provided by Landlord. Residents should lock all doors and windows to the Premises when leaving the Unit, lock all vehicle doors and windows, lock all bicycles when not in use, engrave possessions, not leave personal property outside on the grounds, in common areas or in Resident's vehicle in plain view, and register Resident's bicycles with TAPS at UCD and/or the City of Davis to help prevent loss or damage to personal items or help with recovery efforts for lost or damaged items. Landlord is not responsible for any loss, theft, or damage of personal property incurred by Resident located anywhere on the property or in the premises for any reason.

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- i. Landlord makes no representations or guarantees to Resident concerning the security of the Premises or the Community. Landlord is under no obligation to Resident to provide any security measures or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Resident is responsible for planning and taking action with respect to the safety of Resident and their property, as if such systems and deterrents did not exist.
- ii. Landlord may install surveillance cameras in some of the common areas of the Property. These cameras may or may not be monitored and the footage recorded by these cameras may or may not be kept by Landlord for any length of time. Landlord may remove such cameras, or install additional cameras, at any time without notice to Resident. Footage from any cameras belongs to Landlord and shall not be released to any resident although such footage may be released to law enforcement personnel, insurance adjusters or others with legitimate business needs for such footage at the sole discretion of Landlord and without the consent of any individuals recorded by such footage.
- iii. Landlord has no obligation to obtain criminal background checks on any Resident and bears no responsibility or liability related to the criminal background or actions (whether past, present or

future) of any person, even if Landlord has actually run a criminal background check on applicants. Resident shall not rely on the fact that Landlord may have run a criminal background check on Resident or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Community or that someone living on the Property will not commit a crime in the future. Landlord has not made and does not make any representations as to the background of any existing or future Resident and Landlord is under no obligation to run background checks on any existing Resident or future applicant.

- iv. Resident agrees to report immediately all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Landlord, and shall provide Landlord with such law enforcement agency's incident report number upon request. If Resident receives a copy of any law enforcement agency's incident report for an incident that occurred on the Property and said incident impacted the Premises, the Property or other residents at the Property, Resident shall provide a copy of said incident report to Landlord upon request.
- t. **SATELLITE DISHES:** If Resident chooses to install an individual satellite dish at the Premises, it must be located within the Premises or in a private balcony, patio, or yard that is under Resident's exclusive control and must be one meter [approximately 3 feet, 3 inches] or less in diameter or a traditional stick type antenna. Resident may not install a satellite dish or antenna in any common areas; drill holes or attach it to any walls, roofs, railways or glass; or mount a satellite dish or antenna in a manner that will cause more than ordinary wear and tear to the Premises.
 - i. **Security Deposit:** Resident must pay an additional deposit of \$ 0 to cover potential damage to the Premises and Community. This additional deposit will be returned to Resident after Resident vacates the Premises in accordance with the provisions of California Civil Code Section 1950.5.
 - ii. **Assumption of the Risk:** Resident assumes all risk and responsibility for any injury or property damage caused by the installation, operation or removal of the dish or antenna, including any caused by a failure to securely attach the dish to the Premises.
 - iii. **Renter's Insurance:** Resident must have insurance that covers any and all losses from the installation, operation and removal of the dish. Resident must provide Landlord with evidence of such coverage.
- u. **SHOPPING CARTS:** Unauthorized removal of shopping carts from stores is considered illegal theft. For this reason, shopping carts may not be brought to or left on the Property at any time and for any reason.
- v. **SOLICITING:** Solicitation or posting of materials of any kind on unit exteriors or in common areas is not permitted without prior, written permission from Landlord. This includes, but is not limited to, door-to-door sales/contact, door hangers, postings, meetings, rallies, and picketing. If permission is granted, Resident is responsible for properly discarding of any litter or debris that is generated from said solicitations and/or removing postings from community bulletin boards after expiration.

J - SMOKING POLICY:

Resident must comply with all applicable laws and Rules regarding smoking on the Property. Resident is advised that the Smoking Policy may be changed on thirty (30) days' notice to Resident. Landlord is not required to advise Resident of any changes in the law with respect to smoking on the Property. Thirty days' notice is not required if a policy change is implemented to comply with a new statute, regulation or ordinance. The Parties agree to execute a new addendum relating to smoking which may be required by law after the execution of this Agreement. Unless modified by addendum, the following smoking policy is in place. **Smoking is prohibited on the entire property, including individual units, rooms, common areas, every building and adjoining grounds and parking lots.**

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1. **Smoking Defined:** For the purpose of this Agreement, the term "smoking" means inhaling, exhaling, breathing, vaping, or carrying any lighted cigar, cigarette, pipe, or other tobacco or similar product, including marijuana, in any manner and in any form, and includes the use of an e-cigarette or other electronic smoking device.
2. **Non-Smoking Areas:** Resident(s) and members of Resident(s)'s household shall not smoke in any area in which smoking is prohibited, nor shall Resident(s) permit any of Resident(s)'s guests or visitors to do so. Resident(s) shall notify guests and visitors of the non-smoking areas on the Property. Resident(s) is responsible for any guests or visitors who violate this House Rule.
3. **Landlord Not Guarantor of Smoke-Free Environment:** Although smoking is prohibited, Landlord does not provide or guarantee a smoke-free environment and nothing in this paragraph or any smoking policy, if any, shall be deemed a guarantee of any kind that Resident will not be exposed to smoke while on the Property and Landlord expressly denies any such assertion, as secondhand smoke may seep and drift through open doors, windows, and ventilation ducts, which may constitute a disturbance to those residents who do not smoke, particularly those with health and allergy-related sensitivities. Resident(s) acknowledges that Landlord's adoption of a no-smoking policy does not make the Landlord the guarantor of the Resident(s)'s health or of a smoke-free condition in the areas in which smoking is prohibited; however, Landlord shall take reasonable steps to enforce this policy. Landlord shall not be required to take steps in response to smoking unless Landlord has actual knowledge or has been provided written notice.
4. **Other Resident(s) Are Third Party Beneficiaries of this Policy:** Landlord and Resident(s) agree that the other residents of the property are third party beneficiaries of this Smoking Policy. A resident may sue another resident to enforce this Smoking Policy but does not have the right to evict another resident. Any lawsuit between residents regarding this Smoking Policy shall not create a presumption that the Landlord has breached this Smoking Policy.
5. **Effect of Breach:** A breach of this Smoking Policy by the Resident(s) shall be deemed a material breach of the Lease and grounds for immediate termination of the Lease by the Landlord.
6. **Disclaimer:** Resident(s) acknowledges that this Smoking Policy and Landlord's efforts to under this Smoking Policy to limit smoking at the Property do not in any way change the standard of care that the Landlord would have to any Resident(s)'s household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building common areas or the Premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Premises or any other portion of the Property including common areas will be free from secondhand smoke. Resident(s) acknowledges that Landlord's ability to police, monitor or enforce this Smoking Policy is dependent in significant part on voluntary compliance by Resident(s) and Resident(s)'s guests and visitors.
7. **Damage to the Unit:** Resident(s) acknowledges that the damage caused by smoking is not considered normal wear and tear and that second-hand smoke can substantially damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings, ceilings, cabinets and fixtures. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials. Resident(s) assumes full responsibility for all smoke/odor damage caused to the Premises, the building structure (including neighboring units), the fixtures within, or the Apartment Community, as a result of smoking by Resident(s), Resident(s)'s guests, or those under Resident(s)'s control.

K - UNIT MAINTENANCE & REPAIRS

Landlord is responsible for properly maintaining the Premise and the Property and has a Preventative Maintenance Program to keep the Property well maintained. In order to complete preventative maintenance, Landlord will post notice of entry to the Premises at least once per year to inspect the condition of the Premises' structure, appliances, flooring, cabinetry, entrances, doors, windows, etc. During the inspection period, Landlord will also replace smoke and carbon monoxide alarm batteries; clean or replace air conditioning filters when needed; clean refrigerator coils as necessary; and conduct or schedule any repairs that are required, as determined by Landlord.

Resident is responsible for maintaining the proper care and cleanliness of the Premises to the degree necessary to prevent unnecessary wear and tear on the Unit Structure and fixtures and items within, including, but not limited to all walls, doors, windows, appliances, cabinets, hard flooring, and carpet, and to prevent pest or mold/mildew infestations, unsanitary, unhealthy, or unsafe conditions to Resident, Resident's household, guests, those under Resident's control, other Residents, and employees. If, at any time, the Premises is found to be in a condition, which violates any aspect of these requirements, promotes unsafe, unhealthy, or unsanitary conditions, or which is found to be promoting pest or mold/mildew infestations, Landlord may issue lease violations or notices to cure or quit that outline the steps necessary to correct the deficiency. Resident must comply with correcting any deficiencies requested by Landlord. Failure to do so constitutes a material breach of the Lease and just cause for Landlord to terminate the tenancy.

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To maintain proper care and cleanliness of the Unit, Resident agrees to do the following:

1. regularly empty all trash and recyclables;
2. ensure that all walkways within the Premises and leading to the Premises are kept clutter-free and are vacuumed and/or swept regularly to prevent debris build-up;
3. ensure that all windows and doorways (including closets) are unobstructed;
4. ensure that personal items don't become so numerous that they become precariously stacked on top of other items to the point of causing potential safety or fire hazards;
5. clean all surfaces regularly, so they are free of mold/mildew, grease, dirt, dust, debris, and filth.
6. regularly clean and ventilate the Unit to prevent mold and mildew growth (See the Mold/Mildew Policy for further information.)
7. report any pest problems to Landlord immediately upon discovery. (See the Pest Control Policy for further information.)
8. report to Landlord any needed repairs to the Premises immediately upon discovery.

a. **MAINTENANCE SERVICE REQUESTS:** Requests for maintenance service must be submitted to the Management Office directly and may be submitted in person during normal business hours, via telephone, via email, or online via the Resident's Property Portal at any time. Verbal requests submitted directly to maintenance personnel present on the property may not be processed.

- i. When submitting a Maintenance Request, Resident will indicate whether or not Landlord has permission to enter the Unit if no one is home. If Resident prefers to be at home when the service is performed, an appointment must be scheduled with a minimum three (3) hour window for service. Maintenance service is only available Monday-Friday, 9 AM to 5 PM. If no mutually acceptable time can be arranged, Landlord will enter following a 24-hour notice.
- ii. Before work can be performed, all pets/assistive animals must be secured and all areas to be repaired must be free and clear of all personal belongings.
- iii. Repairs resulting from normal wear and tear will be repaired at no cost to Resident; however, repairs resulting from damage caused by Resident or Guests, those under Resident control, or pets/animals belonging to Resident will be Resident's responsibility. Failure to report repairs, as instructed, which leads to further damage could result in Resident being charged for the repairs.

b. **MAINTENANCE EMERGENCIES:** If there is a threat to health or safety, first call 911. For all other emergencies, Residents should report emergencies to Landlord by calling (530) 758-2950 (do not email emergency requests, as emails may not be received in a timely manner). If calling after hours, the Answering Service will accept Resident's call and direct it to On-Call Staff. All other Resident business needs should be conducted during regular business hours. **Recognized emergencies include, but are not limited to, the following:**

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- i. **Fire**, call 911 first;
- ii. **Water Leaks or Flooding**;
- iii. **No Electricity**
 - 1. Check breaker panel first for local outages. For widespread outage contact PG&E 1-800-743-5000 or <https://pgealerts.alerts.pge.com/outagecenter/>;
- iv. **No Heat or Air Conditioning** (when outside temperatures are at intolerable levels);
- v. No Functioning Toilet;
- vi. Refrigerator Not Working;
- vii. **Front Door Lock Not Working with Key**.

- 1. Resident should note that if an after-hours maintenance emergency is reported, but upon arrival, a maintenance emergency is not found in the Unit, Resident may be billed for the cost of service, including the repair technician's travel time at a rate of \$60/hour.

L - MOLD/MILDEW POLICY

Resident acknowledges that mold and mildew can grow in the Premises if the Premises is not properly maintained and ventilated. Resident acknowledges that it is important that Resident regularly allow air to circulate in the Premises. Resident agrees to regularly allow air to circulate in the Premises by using bathroom fan(s), using ceiling fans, where available, and regularly opening the windows and/or sliding doors where available. Since it is common for mold and mildew to grow if even a small amount of moisture builds up, Resident also agrees to clean all toilets, sinks, countertops, showers, bathtubs and tile or linoleum floors with a household cleaner on at least a bi-weekly basis. Resident further agrees to notify Landlord immediately whenever Resident learns of any condition which could lead to a build up of moisture in Resident's apartment, including, but not limited to plumbing leaks, broken window or door seals, accumulation of rainwater or other moisture around windows or doors, broken water lines or sprinklers, inoperable fans, doors or windows and/or any failure or malfunction in the heating, ventilation or air-conditioning system in the Premises. If Resident notices mold, mildew or other organic growth in the Premises, Resident agrees to notify Landlord, in writing, immediately. Any failure to comply with the requirements of this paragraph shall be deemed a material breach of this Lease. In addition, Resident shall be liable to Landlord for any damage resulting from Resident's failure to comply with the requirements of this paragraph.

- 1. **MOLD & MILDEW PREVENTION GUIDELINES:** Especially during colder weather, Mold/Mildew growth on walls and ceilings is a common housekeeping concern, especially in bathrooms and around windows. Mold/Mildew forms due to high levels of relative humidity and moisture inside the Premises. This humidity, along with soil, dirt or grease, enables Mold/Mildew to grow. Steps can be taken to reduce the levels of moisture and humidity in the Unit, thereby helping to prevent any Mold/Mildew problems from developing. These steps are as follows:
 - a. Keep all surfaces clean and free of dirt and grease. Concentrate especially on areas that are frequently wet (sinks, showers, tubs, windows, etc.);
 - b. Run the bathroom exhaust fan for at least one hour with the bathroom door open after every shower, as the exhaust fan is designed to inhibit the growth of Mold/Mildew. Do not disconnect the exhaust fan at any time. If the fan is not operating properly, please report the problem immediately;
 - c. When possible, let light and fresh air into the Unit. Keep windows open or use an electric fan to circulate the air, as much as possible. Mold/Mildew tends to form quicker when units remain dark and closed up. Consider using a dehumidifier to control the moisture in the Unit instead;
 - d. Avoid heating the Unit above 72 degrees, keeping plants and aquariums indoors, washing laundry in a bathtub or sink, hanging wet clothes to dry in the Unit, and using vaporizers or humidifiers, as much as possible, as these items contribute high levels of moisture;
 - e. Keep furnishings at least one inch away from walls, windows and window coverings;
 - f. When condensation develops on Resident's windows, glass doors or window panes, dry the areas thoroughly and repeatedly, as necessary.

- i. Resident is responsible for living in the Premises in such a way as to control humidity levels within the Premises and prevent the growth of Mold/Mildew. If surface Mold/Mildew is present because of Resident's housekeeping habits, Resident must take immediate action to clean it. Any cleaning products listing bleach as an active ingredient will clean most problem areas. Simply spray the solution onto the problem areas and allow it to sit for 10-15 minutes.
2. The first time a surface mold/mildew problem is detected within the Premises, Resident may request assistance from Landlord. Resident will be required to schedule an appointment for maintenance personnel to demonstrate how to clean and remove surface mildew/mold. After it is removed, Resident will need to make cleaning surface mildew/mold part of their regular housekeeping practices. Compliance inspections will be required after repeat outbreaks occur. Failure to comply with any cleaning requests by Landlord will result in a minimum \$25 service charge if Landlord has to clean the Mold/Mildew, which charge is based on the minimum time and cost estimate for staff to respond to and complete cleaning, and can increase if the cleaning takes longer than the minimum estimate.
3. **IMPORTANT NOTICE TO RESIDENTS:** Water leaks can also cause Mold/Mildew growth. **IN THE EVENT THAT A LEAK IS DETECTED ON A WALL OR CEILING, OR WATER OR MOISTURE IS PRESENT ON OR AROUND ANY FLOOR OR PLUMBING FIXTURE (SINKS, FAUCETS, TOILETS, TUBS, SHOWERS, ETC.), CONTACT LANDLORD IMMEDIATELY.** Failure to report a water leak within the first 24-hours can cause further structural damage, and Resident will be responsible for any costs associated with failure to immediately report. (Initial) VEG JAC

M - PEST CONTROL

Unless modified by an addendum, Resident and Landlord both have inspected the Premises prior to Resident occupying the Premises and acknowledge there is no visible evidence of the presence or infestation of insects or vermin, including bedbugs in the Premises. Resident agrees to inspect all animals and personal belongings for signs of bedbugs and other insects or vermin prior to bringing personal belongings into the unit and further agrees not to bring into the Premises any animals or belongings which Resident suspects may be infested with bedbugs, insects or other vermin. During the tenancy, Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of insects and vermin, including bedbugs, and comply with Rules and other policies relating to the prevention of infestations. Resident further agrees to report any signs of bedbugs, ants, fleas, roaches, or other insects or vermin immediately to Landlord.

1. **To ensure the following guidelines are implemented in the management of the household to help prevent pests, Resident agrees to:**
 - a. not leave dirty dishes and trash lying around;
 - b. wipe up messes immediately and not leave food, crumbs, or spilled water sitting out;
 - c. not let pet food sit out, especially over-night;
 - d. mop up floors daily and vacuum frequently;
 - e. wipe down bottles and food containers after using to remove sticky residues;
 - f. store food and pet food in tightly sealed containers;
 - g. throw out fruits and vegetables that are past their prime;
 - h. wash clothing before storing in closets;
 - i. wash out recyclable containers and empty trash/recyclables daily;
 - j. keep a lid on all trash containers and wash them out periodically;
 - k. check to make sure groceries, furniture, or other items brought into the Premises are not already infested;
 - l. ensure that all items being brought back to the Unit are free of pests after traveling;
 - m. open packages and groceries quickly so as not to leave bags or cardboard lying around where pests can hide;

- n. prevent humidity in the Unit, especially in bathrooms, by drying off in the tub or shower, instead of on the floor or on bath mats. (Soaked mats hold water and attract pests.) Also, run the fan at least an hour after showers, open windows and run ceiling fans for circulation;
 - o. report any pest problems to Landlord right away.
2. **To report a pest problem to Landlord, Resident agrees to do the following immediately upon discovery of the problem:**
- a. take a photo of the pest for identification purposes;
 - b. report the problem to Landlord immediately to request Pest Control service;
 - c. use glue traps provided by Landlord to place throughout the Unit in areas where the pests were last observed. These will be used to catch the pests for identification purposes;
 - d. don't attempt to treat the problem, as different pests require different types of treatment and if the incorrect chemical is applied, it could cause the infestation to spread to other units;
 - e. don't clean up the evidence so the Pest Control Provider can observe and evaluate the evidence first-hand and apply proper treatment (If the evidence is removed, it may delay the Pest Control Provider's ability to correct the problem in a timely manner.).
 - i. Once the pest has been positively identified by the Pest Control Provider, Residents will be provided with further directions on what steps must be taken to correct the problem. Resident agrees to cooperate with all pest control efforts at and within the Premises and the Property. Resident shall follow all instructions from Landlord and/or Landlord's pest control company with respect to treatment and eradication whether infestation is in Resident's unit, another unit or elsewhere on the Property. Failure to cooperate with pest control efforts may lead to a Three-Day notice to quit, terminating Resident's tenancy.
 - ii. If Resident allows individuals, animals, or items carrying bedbugs, fleas, roaches or other insects or vermin into the Premises, or has an infestation that cannot be traced to another source, such infestation will be deemed damage to the Premises and Resident will be responsible for all costs of treatment to the Premises, their personal belongings and surrounding units, as necessary, to eradicate the infestation. The choice of treatment shall be at the discretion of Landlord in consultation with Landlord's pest control vendor.

INFORMATION ABOUT BED BUGS: Pursuant to California Civil Code Section 1954.603, Landlord hereby provides the following general information about bed bug identification, behavior, biology, the importance of cooperation for prevention and treatment, and the importance of prompt written reporting of suspected infestation to Landlord:

- 1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- 2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- 3. **Survival:** Bed bugs can survive for months without feeding.

4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common Signs and Symptoms of a Possible Bed Bug Infestation:**
 - a. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - b. Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - c. Very heavily infested areas may have a characteristically sweet odor.
 - d. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
 - i. **More Information:** For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
6. **REPORTING BEDBUG INFESTATIONS: If Resident suspects an infestation, Resident should do the following immediately:**
 - a. Report any signs of bedbugs immediately. Do not wait. Even a few bedbugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - b. Report any maintenance needs immediately. Bedbugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bedbugs from room to room.
 - c. Resident agree to cooperate with pest control efforts. If Resident's unit (or a neighbor's unit) is infested with Bedbugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if Resident's unit is properly prepared. Resident agree to comply with the recommendations from the pest management professional, including, but not limited to:
 - i. Remove all bedding, drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
 - ii. Check mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic bags and dispose of them properly.
 - iii. Empty furniture and closets; remove all items from floors and surfaces. Inspect every item for signs of bedbugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - iv. Vacuum floors, including inside closets. Pay special attention to corners, cracks and dark places.
 - v. Vacuum all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - vi. Carefully remove vacuum bags, sealing bags in plastic and discarding.
 - vii. Clean all machine-washable bedding drapes, clothing, etc. Use the hottest water the machine provides, and dry at the highest heat setting. Take other items to a dry cleaner, but be sure to

advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.

- viii. Move furniture toward the center of the room, so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- ix. Discard any furniture or personal belongings that cannot be treated or decontaminated.

N-PARKING POLICY

Chautauqua Apartments is private property and parking is very limited; therefore, **Landlord does not, in any way, guarantee parking space availability or specific parking locations at any time and does not guarantee parking permit availability.** Parking on the property is reserved exclusively for Residents and other personnel authorized by Landlord. Vehicles are required to be registered with Landlord and must display a current permit in order to park on the property. The number of permits issued each Lease Year is limited and a maximum of one operable vehicle per authorized resident may be registered. Resident(s) will be required to store any additional vehicles off the property. All parking stalls are unassigned and are currently offered FREE of charge.

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1. **PERMITS:** The number of parking permits issued each year by Landlord is limited; therefore, the number of permits issued to individual units may also be limited. All parking permits are distributed on a first-come, first-served basis. To obtain a parking permit, Resident must fill out a Vehicle Registration form and provide a copy of Resident's current DMV vehicle registration showing that Resident's vehicle is operable.
 - a. New parking permits are issued in September of every year.
 - b. Residents are responsible for properly displaying permits, as intended so that they are visible at all times, even if utilizing a car cover.
2. **PARKING RULES: Resident shall comply with the following requirements if driving or parking a vehicle on the premises:**
 - a. **POSTED REGULATIONS:** Any person driving or moving a vehicle on the property must obey all parking signs, speed limits, directional instructions or other posted instructions and must hold a current, valid driver's license.
 - b. **PARKING LOT WORK:** Landlord may have to conduct repairs to the parking lot from time to time, which may result in Landlord requesting that Resident's vehicles be moved to another location or off the Property. Resident agrees to comply with any requests by Landlord as instructed to move a vehicle for parking lot work to take place and understands that failure to cooperate with any such requests made by Landlord will result in Resident's vehicles being towed and relocated at the registered Vehicle Owner's and/or Resident's expense. Furthermore, any work delays or expenses Landlord incurs that result from Resident's failure to cooperate will be Resident's responsibility.
 - c. **ASSIGNED PARKING SPACES:** Assigned parking spaces, if provided by Landlord, must be maintained properly. Residents are responsible for all oil or dirt accumulating because of leaks in vehicles and may be assessed charges for damage caused by their vehicles or the vehicles of their guests or invitees. If Resident is assigned a particular parking space, Resident may park only in that space. Landlord may change assigned parking spaces on ten (10) days' written notice to Resident. Landlord reserves the right to eliminate assigned parking at any time on ten (10) days' written notice.
 - i. Any vehicle found parked in an assigned or designated stall without authorization may be towed without notice at the expense of the registered Vehicle Owner.

- d. **DISABLED SPACES:** Marked disabled spaces are not assigned to specific residents and are available to vehicles bearing a disabled placard or plate only. Vehicles found parked in disabled spaces without the proper placard or plate are subject to citation by the Davis Police Department or towing at any time.
- e. **VEHICLE REGISTRATION:** All motorized vehicles, including automobiles, motorcycles or motorized scooters, from now on simply referred to as "Vehicles" must be registered with Landlord and must properly display a current parking sticker or placard, as provided by Landlord, as well as a current DMV issued registration sticker and license plate.
 - i. If Resident changes vehicles at any time during the year, Resident must register the new vehicle information each time, as permits may only be displayed on vehicles that are registered to that permit number and may not be transferred without Landlord approval.
- f. **OPERABLE CONDITION:** Vehicles must be in operable condition at all times. Non-operational vehicles or vehicles without current DMV registration and license plates, must be removed from the Property or they will be subject to towing at the owner's expense. Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under California Vehicle Code 22658 and any applicable local laws and/or ordinances. Storage of non-operational vehicles is prohibited.
 - i. **ABANDONED VEHICLES:** Any vehicle which is not identifiable to Landlord and appears to be wrecked or has been left unattended for more than 48 hours on the Property will be considered abandoned and will be subject to towing at the registered Vehicle Owner's expense. Vehicle will be tagged with a notice of intent to tow and will be subsequently removed from the Property if not removed. Landlord will not be required to notify Residents, visitors, guests or other persons that towing of a vehicle is imminent, even if the owner of the vehicle is known to Landlord.
- g. **GUESTS/VISITORS:** A limited number of temporary guest/visitor parking permits are available on a first-come, first-served basis during regular business hours and are subject to Landlord approval. Any vehicles found parked with an expired Visitor permit or without a Visitor permit are at risk of being towed at the registered Vehicle Owner's expense. Resident is responsible for informing guests/visitors of all parking policies and for ensuring they comply with them.
- h. **RESTRICTIONS:**
 - i. Campers, trailers, trucks, boats and recreational vehicles are prohibited without prior written authorization from Landlord.
 - ii. Double parking, parking in multiple spaces at once, parking along red curb areas, blocking of any pedestrian ramps or dumpsters, or parking in a disabled parking space without a proper placard is prohibited.
 - iii. Vehicle repairs, other than basic emergency repairs, such as changing a flat tire or installing a new battery, are prohibited. Any repair that involves changing fluid is expressly prohibited in the Community. For safety reasons, vehicles are not to be left unattended when on jacks.
 - iv. Car washing and use of property utilities is not permitted on the property, unless a designated car washing station is provided by Landlord.
 - v. Motorized vehicles shall not be operated on sidewalks, walkways or any pedestrian areas or in any grassy areas without prior written authorization from Landlord.
 - vi. Storage of motorized vehicles in backyards, inside units, or on patios, balconies, pathways or in any bicycle parking areas is prohibited.
 - vii. Racing, gunning motors, squealing tires and playing loud music in vehicles is prohibited. Vehicle alarms must be shut off immediately and, under any circumstances, should not be permitted to sound for extensive lengths of time, which may present a nuisance to others.

3. **NOTICE TO RESIDENTS:** Landlord is not responsible for any damage, vandalism or loss that occurs on the grounds to Vehicles or the contents of motor vehicles belonging to Resident or their Guests/Invitees. All parking is at the driver's own risk. Landlord recommends that Residents have vehicle insurance with full coverage for their Vehicles to protect themselves financially from loss or damage. **Failure to abide by all provisions contained herein may result in Resident's vehicle or Resident's Guest's vehicle being tagged, relocated or towed off the Property without warning at the Vehicle Owner's expense. Repeat violations of the Parking Policy may further result in Resident's parking privileges being revoked without compensation for any fees paid, and/or termination of Resident's tenancy.** Resident agrees to hold Landlord and all Agents harmless for any costs or damages Resident incurs with the tagging or towing process of Resident's vehicle or Resident's guest's vehicle, which result. To recover a towed vehicle, Residents may contact: **Norcal Towing** at: **(530) 753-8697**, located at: 17 Arboretum Drive, Davis, CA 95616 or 1449 Sacramento Ave, West Sacramento, CA 95605.

O-PET/ANIMAL POLICY

(This Pet/Animal Policy does not apply to accommodation or service animals. A disabled individual who requires an animal in order to be able to use and enjoy the Premises or the Property should contact Landlord before bringing the animal onto the Premises and request an accommodation to this lease provision. All accommodation requests will be processed in accordance with applicable laws.)

Animals ("Pets") are not permitted without the prior written consent of the Landlord and then only after execution of a Pet Agreement. (Initial) YEG JAC

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 onto the Property, whether such pets belong to Resident 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. If permission is granted, Resident will be required to sign a Pet Agreement, pay an additional Security Deposit, and provide a digital photo and evidence of licensing and vaccinations, where applicable, for each pet prior to bringing an animal onto the Premises. If permission is granted, only the following types of domesticated animals are permitted: cats, birds, rabbits, hamsters or similar rodents, fish, turtles, and some reptiles. The following are not permitted as pets at any time: dogs, snakes, birds of prey, and poisonous or illegal animals and reptiles. Other animals may be considered on a case-by-case basis, subject to applicable law. Landlord reserves the right to deny requests to bring any type of pet onto the Premises, including those not usually permitted by this policy, for any reason.

1. **PET RESTRICTIONS:** No more than two (2) pets, cages or aquariums or any combination thereof permitted per unit with caged pets being limited to two (2) each per cage of the following species: rabbits, rodents, reptiles, and birds. In the event that any pets should produce offspring, Residents are responsible for maintaining compliance with these limitations.
 - a. **AQUARIUM REQUIREMENTS:** Aquariums larger than 10 gallons require prior written permission from Landlord and will be limited to a total tank capacity of 30 gallons. In addition, tanks larger than 15 gallons will only be permitted on ground floor level units. Resident may be required to provide proof of insurance coverage upon request in an amount that is satisfactory to Landlord determined by the item and unit location. If an insurance policy is required, Resident agrees to provide a written statement from the insurance carrier that confirms the policy will not be terminated or be modified without 30-day advance written notice to Landlord.
2. **ADDITIONAL SECURITY DEPOSIT:** An additional \$ 300 per pet security deposit is required to be paid prior to bringing a pet into the Unit. Any additional Security Deposits collected pursuant to the Pet Agreement will be added to the Security Deposit for Resident's Unit. The additional Security Deposit, as with the prior collected Security Deposit, will not accrue any interest. The additional Security Deposit will remain until Resident vacates the Unit at the end of Resident's Lease Term, upon which a final move out inspection will be performed. Any damage costs, including cleaning or deodorizing needed, as a result of having a pet may be deducted from the Security Deposit. Landlord is not obligated to return any additional Security Deposits collected pursuant to the Pet Agreement prior to the end of the tenancy, even if the pet is removed from the Premises prior to the Lease End Date.

3. **ADDITIONAL DOCUMENTATION:** Evidence of licensing, vaccinations and or certifications, if legally applicable, must be provided initially and updated annually thereafter. In addition, Landlord requires a digital photo of all pets to be kept on file at all times. Resident is responsible for ensuring all documents and photos are submitted within 14 days of obtaining Resident's pet and annually thereafter, unless other written arrangements have been agreed upon and made in advance with Landlord.
4. **PET MANAGEMENT:** Resident agrees to comply with all of the following:
- a. All unattended pets/animals must be kept inside the Unit at all times. If a pet is brought outdoors, it must be secured on a leash or in a carrier and must be accompanied by Resident or another responsible party. Please note that an electronic leash is not sufficient for purposes of compliance with this rule.
 - b. Pets may not be brought into any enclosed common areas or buildings, unless they are an assistive animal for persons with disabilities.
 - c. Any unidentifiable animals found roaming the premises without supervision will be considered stray animals and will be removed from the premises by contacting Animal Control.
 - d. Caged pets must be kept caged at all times, unless brought out temporarily under the direct supervision of Resident or another responsible party.
 - e. Pets may not be left unattended in an unit for more than a 24-hour period. Pets will be required to be boarded off the premises when Resident are absent for an extended period. If Resident is absent for an extended period, Resident may arrange for other individuals to provide care for Resident's pets. Resident are responsible for arranging for proper care of Resident's pets in advance and for giving written notice to Landlord in this event. Landlord will not accept responsibility for providing care for Resident's pet/animal or for providing access to Resident's Unit to others for this purpose. If it comes to Landlord's attention that Resident's pet has been unattended in excess of the 24-hour period, it will be deemed to be an emergency and steps will be taken to immediately report the matter to proper authorities and provide access to the Premises to them, so they can provide care for Resident's pet/animal.
 - f. Pets are not permitted to be penned, caged, tied, or left alone in any common areas, including balconies or patios at any time. No screening, fencing, etc., may be added to any balcony/patio area.
 - g. Feeding or watering wild and/or stray animals, including, but not limited to, birds, cats, dogs, raccoons, possums, squirrels, rabbits, etc., is prohibited at all times. All stray animals should be reported to Landlord.
 - h. Resident should not leave food or water out for animals, as this could result in a pest problem. All pet paraphernalia (feeding and watering dishes, toys, cages, bedding, etc.) must be kept inside at all times.
 - i. When cleaning out a cage, litter box, or an aquarium, all bedding materials or rocks must not be disposed of into any type of drain or toilet. Proper disposal should include a secure bag, which is then placed in designated dumpsters.
 - j. Resident must clean up after Resident's pets immediately, including prompt and proper disposal of all animal waste and cleaning up any marks or damage done by Resident's pet in Resident's Unit, any other unit, or in any common or exclusive use areas. All pet waste must be disposed of by securing properly in a bag and disposing of in dumpsters located throughout the community. Please do not dispose of pet waste in trash receptacles located in common areas.
 - k. Resident's pet must be kept under control at all times, so that they do not make noise that would disturb other Residents or cause physical impact or perceived threat of impact to others. If a noise disturbance occurs, Resident will be expected to quiet Resident's pet/animal immediately.

- ## P-RECREATIONAL AMENITIES & COMMON AREAS

Page 35

fence, railing or other structure and are part of Resident's Unit and under Resident's exclusive control. The "Common Area" includes, but is not limited to, all building common areas and entryways (common entries and unit entries [porches]), shared or non-private balconies and patios that are not fully enclosed and are accessible to anyone at any time, stairwells, pathways, sidewalks, community facilities, as provided by the property, and all outdoor areas, such as: Parking Lots, Playgrounds, Courtyards, Picnic Areas, Ball Courts, Mailbox Areas, Bike Storage Areas, Flowerbeds, and all other Grounds and Landscaped Areas. The following recreational amenities are provided by **Chautauqua Apartments**. Resident understands that use of all recreational amenities and facilities is at Resident's own risk and must be done in accordance with all Lease policies and provisions, as well as all posted rules and regulations. Resident further understands that all recreational facilities may be subject to closure by Landlord from time to time for maintenance purposes or as regulated by local or state government mandates. Resident agrees that rent will not be reduced when recreational facilities must be closed.

GENERAL USE RULES: Residents may use all provided recreational facilities or amenities and common areas provided that the following rules are adhered to.

1. **RESTRICTIONS:** Residents and their guests may not do the following at any time:
 - a. loiter or sleeping in common areas and parking lots;
 - b. climb trees, structures, and buildings;
 - c. cut, trim, prune, or remove any plantings that are maintained by the Community;
 - d. divert community irrigation systems or sprinklers to maintain personal garden areas;
 - e. use extension cords to connect to outdoor outlets in order to divert power for personal use;
 - f. allow others into community facilities if they don't have their own key/card;
 - g. drink alcohol or smoke any substance in or around any common areas or facilities at any time;
 - h. bring pets into community facilities, unless they are an approved assistive animal, of which proper verification can be provided;
2. **COMMON AREAS & COMMUNITY FACILITIES USE:** Residents agree to comply with the following when using the community facilities or passing through Common Areas:
 - a. Residents and their guests must be fully clothed, which means that shirts and pants/shorts or dresses and shoes must be worn at all times. The requirement to be fully clothed in Common Areas does not include the pool/spa areas; however, at minimum, appropriate swimwear must be worn while in the pool/spa areas at all times.
 - b. Guests may use the community facilities only if accompanied by Residents;
 - i. Limit 4 guests per household at a time;
 - c. Residents are responsible for using all facilities and furnishings with care, so as to prevent damage. Furnishings, appliances, décor, and accessories may not be removed from any facilities. In addition, miscellaneous items and food being stored within the facilities are not for Resident use, unless otherwise directed by Landlord.
 - d. Residents agree to leave all areas in the same, clean, damage-free condition as when Resident found them. This includes returning any moved furniture or items to their original location, removing any food, trash or personal belongings brought with Resident, making sure all surfaces, including walls, windows, floors, countertops, cabinets, table tops, etc., are swept or wiped down and clear of any residue after Resident use, turning off any lights or restoring thermostat controls to their original settings, and ensuring that all doors are locked, where applicable.
 - i. Residents are responsible for any missing or damaged items incurred due to theft or vandalism, as a result of improperly locking facility doors after using them. Any items found missing, damaged, dirty, or otherwise not in the condition originally found, will result in charges being assessed to Resident.
 - e. Failure to comply with any aspects of these regulations, posted rules and regulations, or any other provisions found in the Lease may result in the loss of use of the facilities for the remainder of Resident's tenancy or termination of Resident's tenancy.

The following Community Facilities are provided by Landlord. Residents agree to comply with all requirements when using the facilities, as specified:

LAUNDRY FACILITIES: Laundry facilities are for the exclusive use of Residents. Guests may not use the Laundry Facilities without written permission from Landlord. Residents must comply with all rules and hours of operation, as posted. Appliances may only be used as they are intended. Large or bulky items may only be used in industrial sized appliances, if provided. Resident is responsible for any damage caused to appliances, their own personal belongings, or Laundry Facilities, as a result of overfilling the appliance or not using them properly. All clothing and items should be removed promptly upon completion of wash/dry cycles. Landlord is not responsible for clothing and items which may be removed by others as a result of not complying with this requirement. Lint should be removed from dryers before and after each use. All trash and lint must be disposed of properly by placing in trash receptacles provided. Household trash may not be dumped in the laundry facilities. Personal items, such as laundry baskets, detergents, etc, may not be left unattended in Laundry Facilities and are subject to immediate removal without warning. Resident is responsible for the security of all personal belongings. Malfunctioning appliances should be reported to Landlord immediately by providing the appliance number and its location. All use of the Laundry Facilities and Equipment is done so at Resident's own risk. Landlord assumes no responsibility in the use of the Laundry Equipment or the Facilities.

STUDY CENTER USE & HOURS: Resident must comply with all rules and hours of operation, as posted. This area is to be used by Resident as a QUIET study area only. Resident agrees to be courteous to others when using the Study Center by keeping noise levels and conversations to an absolute minimum at all times. For this reason, audio recordings, videos, and music may only be used with headphones. The Study Center offers FREE Wi-Fi of which the password is displayed within the facility. Residents are reminded that Wi-Fi may only be used for lawful purposes and downloading of any unauthorized or illegal content when using the community Wi-Fi is prohibited, as service may be terminated by the service provider if this policy is abused. Any printers, coffee stations or other supplies or services provided by Landlord are done so as a courtesy only and may be removed at any time without advance notice to Residents.

FITNESS CENTER USE & HOURS: Resident(s) must comply with all rules and hours of operation, as posted. All equipment use is first come, first served. Resident(s) understands and agrees that use of the facilities and equipment is at Resident(s)'s own risk, as Landlord does not provide any instruction or training on how to properly use Fitness Center equipment; therefore, Resident(s) are responsible for learning and knowing how to properly utilize all equipment before use. Resident(s) agree to inform Landlord right away if any equipment appears to be malfunctioning and to exercise care in the use of all Fitness Center Equipment, so as not to cause injury or damage to Resident(s), others, or the equipment and facilities. Food may not be brought into the Fitness Center at any time. Resident(s) agree to use the fitness equipment only for its intended purpose(s) and to refrain from any conduct which unreasonably interferes with the quiet enjoyment of other Residents when using the Fitness Center. For this reason, Resident agrees to: 1) use headphones when listening to TV or Music in order to reduce noise levels, 2) be fully clothed when using the facilities (nudity, including partial nudity is not permitted), and 3) bring a towel to wipe down the equipment after use if none provided by Landlord.

PICNIC AREAS USE & HOURS: Resident(s) must comply with all rules and hours of operation, as posted. All picnic areas are available daily for Resident use between the hours of 8:00 AM to 9:00 PM or until dusk, whichever comes first. While using these areas, Resident(s) are responsible for ensuring that Resident(s), Guests, and those under Resident(s)'s control maintain reasonable noise levels at all times, so as not to disturb neighboring units; therefore, screaming, yelling, and shouting are not permitted at any time. For the safety of all, please inform Landlord right away if any parts of the picnic benches, grills or surrounding areas appear unsafe or in need of repair.

POOL & SPA USE & HOURS: WARNING! No Lifeguard on Duty at Any Time! All Individuals Using Pool and Spa Do So at Their Own Risk! Resident must comply with all rules and hours of operation, as posted. Please note that Pool hours are subject to change at any time for any reason without advance notice. State Law requires that all non-swimmers and individuals under the age of 14 must be accompanied by an adult (18 years or older) at all times. Unaccompanied use by underage individuals is prohibited. Elderly persons, pregnant women, infants and those with health conditions requiring medical care should consult with a physician before entering a spa. Incontinent persons must wear appropriate waterproof undergarments when using the pool and spa. To prevent contamination of the water, Landlord asks that Resident please shower in Resident's Unit and/or the community shower, if provided, prior to entering the pool/spa area. Running, jumping, diving, horseplay, smoking, alcoholic beverages, glass containers and other breakable objects, are prohibited in the pool area at all times. Please do not place any additives (soaps, bubbles, perfumes, etc.) in the pool or spa, as these substances will change the effectiveness of the sanitizers and cause damage to the facilities. So as not to disturb neighboring Residents, Resident agree to maintain reasonable noise levels at all times while using the pool area;

therefore, screaming, yelling, shouting, and playing music or other electronic devices without the use of headphones is not permitted at any time. Appropriate swimwear must be worn while in the pool area at all times. Nudity, including partial nudity, is not permitted at any time. For health and safety reasons, undergarments or any other non-swimwear clothing, including diapers that are not approved for swim use, are also not permitted at any time. The life-saving ring and the emergency shut off valve for the spa are to be used in the event of an emergency only. Pulling the emergency shut off disables the pump and filter, both of which need to function in order to keep the spa clean and sanitary. Resident agrees to not utilize these devices unless Resident experience an actual emergency warranting such.

Q - DISCLOSURES

1. **DISCLOSURE REGARDING OWNER/MANAGEMENT:** Pursuant to Civil Code Section 1962(a)(1), the current on-site manager Kerry Nagel is authorized to manage the Property. The street address and telephone number at which personal service may be effected on this person is: 717 Alvarado Ave, Davis, CA 95616 - (530) 758-2950. The person designated above, so long as he/she is employed at the property, is also the person authorized by the Owner of the Property (hereinafter "Owner") to act for and on behalf of the Owner for the purpose of service of process and for the purpose of receiving and giving receipts for all notices and demands, unless another person is identified here below, in which case (s)he is the person authorized to act for and on behalf of the Owner for the purpose of service of process and for the purpose of receiving and giving receipts for all notices and demands: Shari Houston - 3500 Anderson Rd, Davis, CA 95616 - (530) 756-5075.
2. **CALIFORNIA TENANT PROTECTION ACT OF 2019 NOTICE TO RESIDENTS:** Resident hereby acknowledges receipt of the following Notice from Landlord as required by the Tenant Protection Act of 2019:
 - a. California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.
3. **LANDLORD COMMUNICATIONS:** Resident is responsible for ensuring that Landlord has current contact information for Resident on file at all times. Landlord may communicate with Resident in person or by telephone, text, email, posting to Resident's front door, and/or utilizing mail service provided by the US Postal Service to the physical address of the Premises, in accordance with all applicable laws. For general communications pertaining to the entire community, Landlord will generate property-wide notifications via email, text, postings in common areas, and/or Social Media, such as Facebook, unless otherwise required by law. Residents should "Like" or "Follow" Landlord's Social Media Pages on Facebook (Meta) and Instagram to receive these important messages in a timely manner. Landlord is not responsible for notifications, which are not received because of 3rd party error, Resident's failure to provide current contact information, or for any other reason, including when residents do not deliver or share communications with all occupants of the Premises.
4. **COMMUNITY PHOTOGRAPHY:** Residents should be aware that any resident events, activities, and other interactions taking place in the common areas or community facilities may be photographed or videotaped from time to time, which may result in Residents and their guests being photographed or videotaped during these times. Any and all photos and/or videos taken of Resident and guests may be used on current or future marketing platforms used by Tandem Properties, Inc., or Chautauqua Apartments, including, but not limited to use on Landlord's website, social media platforms, printed ads, brochures, and other documents, promotions, events, etc. Resident permits Landlord to use photographs/video of Resident and guests in any marketing efforts at any time without restriction and without compensation. If Resident does NOT want photos or videos of Resident or guests to be used in Landlord's marketing platforms, it is Resident's responsibility to notify Landlord in advance and in writing.
5. **EMERGENCY EVACUATION PLAN:** Landlord provides all Residents with an emergency evacuation plan at move-in. This plan demonstrates how to evacuate the Unit and where to go following evacuation, along with other safety and emergency preparedness tips. If, for any reason, Resident does not receive this document at move-in, Resident shall inform Landlord and request these documents be provided.

6. **SECURITY PATROL:** Security Patrol is currently provided at minimum two times per night as an added benefit to residents; however, this service is subject to change at any time. **In the event of a life-threatening emergency, please call 911.** For all other issues, which may warrant immediate attention but are not life threatening, Residents should contact the following agencies:
- a. **Sacramento Elite Security Patrol** at (916) 706-1209;
 - b. **Davis Police Department (Non-Emergencies)** at (530) 747-5400;
 - c. **Davis Police Department (Emergencies Only)** at (530) 758-3600;
- i. In the event that one of the listed agencies is called, Resident agrees to notify Landlord by the next business day to file an Incident Report.
7. **LANDSCAPING NOTICE:** Landlord currently provides landscaping service for the grounds. Service usually takes place 8 a.m. to 5 p.m. on certain days Monday through Friday. Residents may request the schedule from Landlord; however, should note that any schedules set in place by Landlord may change at any time and for any reason without advance notice to Residents.
8. **TRANSFERS:** Transfers are defined as current residents relocating from one unit or floor plan to another within the same community and are permitted only upon expiration of the lease, depending on unit availability. To transfer, Resident must submit a written request to Landlord stating the reason for the request. Although transfers are generally permitted, residents are required to submit a new application and must follow the same selection process and requirements as new applicants for the type of unit/program they're applying for. For this reason, Landlord does not guarantee approval of all transfer requests. To be eligible to transfer, Resident must be in good standing and eligible for the unit requested. To be considered in good standing, the household must show that they have and/or understand the following:
- a. A good rental payment history with no more than two (2) late payments in a 12 month period.
 - b. A good rental record with no major lease violations or legal notices on file and/or no minor, recurring lease violations, nuisances, or complaints from other Residents on file.
 - c. Resident's current unit must be damage free except for normal wear and tear. An inspection may be required prior to signing a new lease.
 - d. Any pre-existing balances for outstanding fees, damages, and rent must be paid in full prior to signing a new lease.
 - e. Resident may be required to pay a new security and/or additional deposit for the new unit when the lease is signed and/or at move-in, unless otherwise specified by Landlord in the Lease.
 - f. In the event that Resident is given the opportunity to transfer to another unit, Landlord reserves the right to revoke any offers previously provided to Resident if Resident fall out of good standing prior to signing the new lease. Landlord reserves the right to refuse any request to apply for a new unit that does not meet any of the requirements mentioned above or for any other reason.
9. **CREDIT REPORTING:** Resident is notified that Resident's performance as a tenant of this property may be reported to credit reporting agencies. Any derogatory information may negatively impact Resident's credit and rental histories.
10. **RENTERS INSURANCE:** Landlord does not provide insurance for Resident's personal property or automobile. Renter's insurance is designed to provide Resident with reimbursement for loss, damage or destruction of their property, as well as coverage for additional living expenses incurred if the Premises, for example, becomes uninhabitable as the result of a fire. Such insurance can also protect Resident from any liability claims resulting from their own personal activities. For example, if Resident's negligence causes a fire, Resident may be held responsible for the damage of the property of others, including Landlord's property. Resident is encouraged to obtain renters insurance in an amount sufficient to cover any personal possessions of Resident together with a reasonable level of liability coverage of the actions of Resident or Resident's guests or invitees.

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11. **SMOKE DETECTOR(S):** Resident acknowledges that the Premises is equipped with operable smoke detector(s). Resident agrees to not interfere with the presence or operability of such smoke detectors and to report immediately to Landlord, in writing, any defects in the condition of any smoke detectors. Resident further agrees that, if the smoke detector(s) is battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Resident assumes responsibility to: (a) ensure the battery is in operating condition at all times; and (b) replace the battery as needed. Under no circumstances shall Resident remove the battery of a smoke detector without immediately replacing the battery with a new one. Similarly, the removal or alteration of smoke detectors is prohibited. The failure by Resident to properly maintain the smoke detector batteries is a violation of the Lease and repeat violations may be just cause for terminating Resident's tenancy.
12. **CARBON-MONOXIDE DEVICES:** If a carbon-monoxide device has been installed within the Premises, Resident acknowledges that the carbon-monoxide device was operable at the time Resident took possession of the Premises. Resident is responsible for notifying Landlord if Resident becomes aware of an inoperable or deficient carbon-monoxide device within the Premises. Landlord shall correct any reported deficiencies or inoperabilities in the carbon-monoxide device. Resident agrees to not interfere with the presence or operability of any carbon-monoxide device. Resident further agrees that, if the carbon-monoxide device(s) is battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Resident assumes responsibility to: (a) ensure the battery is in operating condition at all times; and (b) replace the battery as needed. Under no circumstances shall Resident remove the battery of a carbon-monoxide device without immediately replacing the battery with a new one.
13. **MEGAN'S LAW DATABASE NOTICE TO RESIDENTS:** Pursuant to Section 290.46 of the Penal Code, information about specified **registered sex** offenders is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
- a. Since the information is equally available to residents and Landlord, and Landlord cannot discriminate against registered sex offenders pursuant to Penal Code Section 290.46 *et seq.*, Landlord has not made any inquiry of any applicant or resident as to whether he or she is a registered sex offender. Resident are advised to take whatever reasonable and lawful actions Resident believes necessary to protect household members or guests against any potential harm. This includes talking to any children or individuals with a diminished capacity about how to deal with strangers and similar topics. Resident is advised that Landlord may not notify Resident if Landlord learns or is advised that a registered sex offender is living in the Community. The existence of registered sex offenders in the Community is not grounds for terminating this Agreement.
14. **PROPOSITION 65 WARNING:** Entering the Premises as well as the common areas in and around the Community can expose individuals to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm, to which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components from [cigarettes, building materials and products, vehicle exhaust pipes, (name sources of exposure)]. California Health & Safety Code Section 25249. For more information, go to <http://P65Warnings.ca.gov>.
15. **LEAD DISCLOSURE:** This lead disclosure is required for all properties constructed prior to 1978 or if the Landlord knows or believes there is lead in the Premises or on the Property.
- a. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, 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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102.550 § 1018 (c)).**

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

1. ☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.
2. ☐ Landlord has no reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises.
3. ☐ Landlord knows that lead-based paint and/or lead-based paint hazards are present in the Premises.
4. ☐ Landlord has reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises and has provided Resident with all available records and reports or made such records and reports available to Resident's upon Resident's request.

ii. **Resident's Acknowledgment** (check all that apply)

1. ☐ Copies of all information listed above, if any, have been made available to Resident upon request.
2. ☐ Resident has received copies of all information listed above, if any.
3. ☒ Resident has received the pamphlet *Protect Your Family from Lead in Your Home*.

16. **ASBESTOS DISCLOSURE:** This asbestos disclosure is required for all properties constructed prior to 1981 or if the Landlord knows or believes there is lead in the Premises or on the Property.

- a. Asbestos is a mineral on the list of chemicals known to the State of California to cause cancer. Asbestos is present in the sprayed-on acoustic ceiling material (which has a "cottage cheese" appearance) in the Premises and in hallways and other areas in the building in which the Premises is located. Asbestos may also be present in other materials in the Premises and the building, including the insulation, fireproofing, and floor tiles.
- b. Landlord has instituted operations and a maintenance program directed at maintaining the Premises in accordance with any applicable federal and state safety requirements regarding asbestos-containing material. This program is designed (among other things) to prevent release of asbestos fibers into the air; minimize disturbance of damage to asbestos-containing material; monitor the conditions of materials and air in the building; and regulate maintenance, renovation and construction activities. No matter how small the percentage of such material may be, Resident(s) and Resident(s)'s invitees shall comply with such rules and regulations as Landlord from time to time may prescribe in connection with Landlord's operations and maintenance program, including, without limitation the following:
 - i. Hazardous materials: Resident(s) shall not take or allow any action which in any way damages or disturbs all or part of the ceiling or floor tiles in the Premises, including, but not limited to: piercing the surface of the ceiling or floor tiles by drilling or any other method; hanging plants, mobiles or other objects from the ceiling; allowing any objects to come into contact with the ceiling; permitting water or other liquid to come into contact with the ceiling; painting or undertaking any repairs or improvements with respect to the ceiling;
 - ii. Resident(s) shall notify Landlord immediately in writing (a) if there is any damage to or deterioration of the ceiling or floor tiles in the Premises, including, without limitation, loose, cracking, hanging or dis-lodged material, water leaks, or stains in the ceiling or floor tiles; or (b) upon the occurrence of any of the activities described in the preceding paragraph.

17. **PEST DISCLOSURE:** The Premises and/or the Property may be covered by a contract for regular pest control service. If so, pursuant to applicable law, concurrently with signing this Lease, Residents are being provided with a copy of the following legally required notice provided by the registered pest control company.

- a. Pursuant to California Civil Code section 1940.8 and California Business and Professions Code section 8538, Resident are hereby notified that the Landlord has executed a contract with a licensed pest control company for periodic pest control services at the Community.

- b. Landlord provides weekly, bi-weekly or monthly pest control service to maintain the grounds, as part of a preventative maintenance program and interior service for residents. The current service provider periodically performs pesticide applications to the exterior areas and to the interior areas of units when needed and/or requested. At Resident's option, Resident may obtain further information from Landlord regarding who the current pest service provider is for the Community, how often they treat the Community, and the method of treatment.
- c. A copy of the notice that the pest control company was required to deliver to the Landlord and tenants of said property at the time of the initial treatment or an equivalent disclosure is attached hereto for Resident's reference and information.
- d. Resident may request pest extermination services from Landlord if there is a problem with a pest infestation inside the Unit.
- e. If a pest infestation has resulted due to Resident's living habits, Resident may be responsible for the cost of extermination services if Landlord incurs any additional fees to treat the Unit. In addition, if pest extermination services are needed in the Unit, including closets, cupboards, drawers, etc., Resident is responsible for removing all personal items from these areas in order to facilitate treatment.
- f. Resident agrees to fully cooperate with Landlord by taking any and all necessary steps to resolve any pest issues within the Unit. Listed in Exhibit A are the names of the chemicals, which could be used during treatments.

Exhibit A

Disclosure pursuant to Civil Code section 1940.8 and Business & Profession Code section 8538

Notice to Tenant: Pompei Pest Control, P.O. BOX 733, Davis, CA 95617 periodically performs pesticide applications to the exterior areas and upon request to the interior areas of apartments at **Chautauqua Apartments, 717 Alvarado Ave, Davis, CA, 95616** using some or all of the following pesticides:

Pesticide	Type	EPA REG #	Pesticide	Type	EPA REG #
Tempo Ultra WSP	.025% Cyfluthrin	432-1377	Precor	2000 Methoprene	2724-490
Maxforce fc Magnum	Fipronil	432-1460	Wasp Freeze	PC Allethrin	499-550
Drione	Pyrethrins	432-992	PT 565	Pyrethrins	499-290
DTerro-PCO	Borax	149-8-64405	Gentrol	Hydroprene	2724-484
Termidor	.06% Fipronil	7969-210	Maxforce fc bait stations (Roach)	Fipronil	432-1257
Wisdom G.2	Bifenthrin	279-3168	Maxforce fc bait stations (Ant)	Fipronil	432-1256
Premise	.1% Imidacloprid	279-3168	PT Phantom II		499-548
Generation Mini Blks	.0025% Difethialone	7173-218			

Pompei Pest Control uses pesticides disclosed in this Notice for the control of the following: General Pest Control, Ants, Bees, Carpet Beetles, Fleas, Rodents, Roaches, Silverfish, Spiders, Wasps, Yellow Jackets, and Subterranean Termites

These applications are performed in accordance with the laws and regulations of the State of California and are performed by a state-certified applicator. Also in accordance with these laws and regulations, we would like to furnish the following information:

CAUTION PESTICIDES ARE TOXIC CHEMICALS.

Structural Pest Control Operators are licensed and regulated by the structural pest control board and apply pesticides that are registered and approved for use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application Resident(s) experience symptoms similar to common seasonal illness comparable to the flu, or any other symptoms of overexposure which are not typical of influenza, contact Resident(s)'s physician or poison control center, and Resident(s)'s pest control operator immediately.

For further information, contact any of the following

Poison Control Center: 1-800-222-1222

Health Questions: Health Departments, Yolo 530-666-8645, Solano 707-784-8600, Sacramento 916-875-5881

Application Information: Agricultural Commissioners, Yolo 530-666-8140, Solano 707-784-1310, Sacramento 916-654-0466

Regulatory Information: Structural Pest Control Board, 2005 Evergreen Street, Ste. 1500, Sacramento, CA 95815 916-561-8704

General Information: Pompei Pest Control 530-848-5966, 916-585-4747 Pompeipestcontrol@gmail.com

18. **CONSUMER PRIVACY POLICY (Last Updated: June 30, 2020):** Tandem Properties, Inc. ("we" or "us" or "our") respects the privacy of consumers consistent with the requirements of the California Consumer Privacy Act of 2018 as amended ("CCPA"), including users of our website and those who contact us electronically, telephonically or in person in connection with the potential or actual rental of a housing unit and/or related services and opportunities ("user" or "you"). This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit www.tandemproperties.com or other websites controlled by us including any other media form, media channel, mobile website, or mobile application related or connected thereto (collectively, the "Site") or provide us with personal information by other means. Please read this Privacy Policy carefully. If you do not agree with the terms of this Privacy Policy, please do not access the Site, telephone us in response to an advertisement or provide us with any personal information electronically, telephonically, in person or by any other means. We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of this Privacy Policy. Any changes or modifications will be effective immediately upon posting the updated Privacy Policy on the Site, and you waive the right to receive specific notice of each such change or modification. You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Site or provision of personal information after the date such revised Privacy Policy is posted.

a. **CATEGORIES OF PERSONAL INFORMATION COLLECTED:** We may collect personal information about you in a variety of ways. The personal information we may collect on the Site or when you communicate with us about a potentially available rental housing unit, or when you apply for or rent a housing unit includes the following categories of personal information. The sources from which the information is collected is also identified below.

i. **PERSONAL DATA:** Personally identifiable information, such as your real name, alias, postal address, email address, telephone number, social security number, driver's license number, passport number, credit card or bank account information, student identification number, or other similar identifiers, your preferences, professional, familial, or employment-related information, including income, emergency contact information, and education information that you voluntarily give to us when you contact us regarding a rental housing unit, apply for a rental housing unit, rent a rental housing unit, register with the Site, or when you choose to participate in various activities related to the Site, such as contact forms, availability and pricing inquiries, surveys,

online chat and message boards, electronic payments, and/or request or access services relating to a rental housing unit or other business purpose.

1. You are under no obligation to provide us with personal information of any kind on the Site; however, your refusal to do so may prevent you from using certain features of the Site or prevent us from communicating with you. Some categories of personal information will be required if you decide to apply for or rent a rental housing unit which we manage (See Data Relating to Application for or Rental of a Housing Unit below).
 2. In addition to your voluntarily providing this information, telephonic marketing systems and computer servers may collect personal contact information such as your name, email address and telephone number for marketing purposes.
 3. We do not and will not sell your personal data.
- ii. **DERIVATIVE DATA:** Information our servers automatically collect when you access the Site, such as aliases, unique personal identifier, online identifier Internet Protocol address, your browser type, your operating system, your access times and interaction with the Site, your browsing history, such as the pages you have viewed directly before and after accessing the Site, and geolocation data.
- iii. **DATA RELATING TO APPLICATION FOR OR RENTAL OF A HOUSING UNIT:** In addition to the Personal Data described above, if you decide to apply for or rent a rental housing unit at a property we manage, we may also collect personal information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living from a consumer reporting agency subject to regulation under the Fair Credit Reporting Act. Such information is not subject to the provisions of this Privacy Policy or the CCPA so long as it is not used, communicated, disclosed or sold except as authorized by the federal Fair Housing Act.
1. We may also collect information from public records such as past eviction actions, prior landlords or similarly-situated individuals, which information may help us ascertain the likelihood that you will comply with the terms of your lease agreement and applicable laws.
- iv. **AGGREGATE INFORMATION:** We may collect and track the total number of visitors to the Site, the number of visitors to each page of the Site, Third Party Web Sites (defined below) linked to and other aggregated data collected through our services and we may analyze this data for trends and statistics in the aggregate but such information will be maintained, used and disclosed in aggregate form only and it will not contain personally identifiable information. We may use such information for purposes such as analyzing trends, administering the Site, and to understand how users interact with the Site.
- b. **USE OF YOUR INFORMATION:** Having accurate information about you permits us to provide you with a smooth, efficient, and customized experience. Specifically, we may use information collected about you via the Site, telephonically or in person to:
- i. Deliver targeted advertising, coupons, newsletters, and other information regarding promotions, the Site and properties we manage to you.
 - ii. Allow you to access amenities, Site features and request service.
 - iii. Assist law enforcement and respond to subpoena.
 - iv. Compile anonymous statistical data and analysis for use internally or with third parties.
 - v. Create and manage your account.
 - vi. Email you regarding business-related communications.
 - vii. Enable user-to-user communications.
 - viii. Generate a personal profile about you to make future visits to the Site or interactions with our team members more personalized.
 - ix. Increase the efficiency and operation of the Site.
 - x. Monitor and analyze usage and trends to improve your experience with the Site.

- xi. Notify you of updates to the Site.
 - xii. Offer new products, services, and/or recommendations to you.
 - xiii. Perform other business activities as needed.
 - xiv. Provide electronic payment alternatives.
 - xv. Request feedback and contact you about your use of the Site.
 - xvi. Resolve disputes and troubleshoot problems.
 - xvii. Respond to product and customer service requests.
 - xviii. Send you a newsletter.
 - xix. Solicit support for the Site.
- c. **DISCLOSURE OF YOUR INFORMATION:** We may share information we have collected about you in certain situations. Your information may be disclosed as follows:
- i. **BY LAW OR TO PROTECT RIGHTS:** If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.
 - ii. **THIRD-PARTY SERVICE PROVIDERS:** We may share your information with third parties that perform services for us or on our behalf, including third-party utility billing providers, package/locker service providers, insurance trackers and brokers, valet trash providers, concierge service providers, cable companies, payment processing, debt collection, data analysis, email delivery, customer surveying, in-person delivery, hosting services, customer service, and marketing assistance.
 - iii. **MARKETING COMMUNICATIONS:** With your consent, or with an opportunity for you to withdraw consent, we may share your information with third parties for marketing purposes, as permitted by law.
 - iv. **THIRD-PARTY ADVERTISERS:** We may use third-party advertising companies to serve ads when you visit the Site. These companies may use information about your visits to the Site and other websites that are contained in web cookies in order to provide advertisements about goods and services of interest to you.
 - v. **AFFILIATES:** We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.
 - vi. **BUSINESS PARTNERS:** We may share your information with our business partners to offer you certain products, services or promotions.
 - vii. **OTHER THIRD PARTIES:** We may share your information with advertisers, owner(s) of the rental housing unit(s) in which you showed interest or rented, and investors for the purpose of conducting general business analysis. We may also share your information with such third parties for marketing purposes, as permitted by law, including cable companies, insurance companies, phone companies, internet service providers and the like.
 - viii. **SALE OR BANKRUPTCY:** If we, or the owner of the rental housing unit(s) in which you expressed interest, reorganize or sell all or a portion of our assets, undergo a merger, or are acquired by another entity, we may transfer your information to the successor entity. If we or the property owner go out of business or enter bankruptcy, your information would be an asset transferred or acquired by a third party. You acknowledge that such transfers may occur and that the transferee may decline honor commitments we made in this Privacy Policy.

1. We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails or other communications from third parties, you are responsible for contacting the third party directly.

d. **TRACKING TECHNOLOGIES:**

- i. **COOKIES AND WEB BEACONS:** We may use cookies, web beacons, tracking pixels, and other tracking technologies on the Site to help customize the Site and improve your experience. Most browsers are set to accept cookies by default. You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the Site. You may not decline web beacons; however, they can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.
 1. We may use cookies, web beacons, tracking pixels, and other tracking technologies on the Site to help customize the Site and improve your experience. If we use cookies, information on how we use cookies, will be contained in the Cookie Policy posted on the Site, which is incorporated into this Privacy Policy.
 2. You should be aware that getting a new computer, installing a new browser, upgrading an existing browser, or erasing or otherwise altering your browser's cookies files may also clear certain opt-out cookies, plug-ins, or settings.
 - ii. **INTERNET-BASED ADVERTISING:** Additionally, we may use third-party software to serve ads on the Site, implement email marketing campaigns, and manage other interactive marketing initiatives. This third-party software may use cookies or similar tracking technology to help manage and optimize your online experience with us.
 - iii. **WEBSITE ANALYTICS:** We may also partner with selected third-party vendors, such as Google Analytics, and others, to allow tracking technologies and remarketing services on the Site through the use of first party cookies and third-party cookies, to, among other things, analyze and track users' use of the Site, determine the popularity of certain content and better understand online activity. By accessing the Site, you consent to the collection and use of your information by these third-party vendors. You are encouraged to review their privacy policy and contact them directly for responses to your questions. We do not transfer personal information to these third-party vendors; however, if you do not want any information to be collected and used by tracking technologies, you can visit the third-party vendor's site.
- e. **THIRD-PARTY WEBSITES:** The Site may contain links to third-party websites and applications of interest, including property sites, advertisements, service providers, job boards, and external services, that are not hosted by us. Once you have used these links to leave the Site, any information you provide to these third parties is not covered by this Privacy Policy, and we cannot guarantee the safety and privacy of your information. Before visiting and providing any information to any third-party websites, you should inform yourself of the privacy policies and practices (if any) of the third party responsible for that website, and should take those steps necessary to, in your discretion, protect the privacy of your information. We are not responsible for the content or privacy and security practices and policies of any third parties, including other sites, services or applications that may be linked to or from the Site.
- f. **SECURITY OF YOUR INFORMATION:** We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

- g. **POLICY FOR CHILDREN:** We recognize the privacy interests of children and we encourage parents and guardians to take an active role in their children's online activities and interests. Neither the Site nor our services are intended for children under the age of 18. We do not target our services or this Site to children under 18. We also do not knowingly collect personally identifiable information from children under the age of 16. If you become aware of any data we have collected from children under age 16, please contact us using the contact information provided below.
- h. **CONTROLS FOR DO-NOT-TRACK FEATURES:** Most web browsers and some mobile operating systems include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this Privacy Policy. Most web browsers and some mobile operating systems include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. If you set the DNT signal on your browser, we will respond to such DNT browser signals.
- i. **OPTIONS REGARDING YOUR INFORMATION:**
 - i. **EMAILS AND COMMUNICATIONS:** If you no longer wish to receive correspondence, emails, or other communications from us, you may opt-out by contacting us using the contact information provided below.
 - 1. If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.
- j. **CALIFORNIA PRIVACY RIGHTS:** The CCPA, codified at California Civil Code Section 1798.100 et seq., permits our users who are California residents to request and obtain from us, no more than twice in a twelve-month period and free of charge, information about: (1) the categories of personal information we collected about the user, (2) the categories of sources from which the personal information is collected, (3) the business or commercial purpose for collecting the personal information, (4) the categories of third parties with whom the business shares personal information, and (5) the specific pieces of personal information we collected about you. Information will be provided within 45 days of receiving a verifiable consumer request.
 - i. In the preceding 12 months, we have collected the personal data referenced above, which has been used and disclosed in the manner described above and for the purposes described above.
 - ii. The CCPA defines "selling" and "sold," to mean "selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information by the business to another business or a third party for monetary or other valuable consideration." Cal. Civ. Cod § 1798.140(t). Some of the disclosures identified above may be considered "selling" under this definition. You have the right, at any time, to direct us not to sell your personal information. This right is referred to as the right to opt-out.
 - iii. If you are a California resident and would like to make a request for disclosure or exercise your right to opt-out, please submit your request by using the contact information provided below, which includes two or more designated methods for submitting requests for information including a toll-free telephone number, although we would encourage you to make your request in writing via either electronic or U.S. mail. We will not discriminate against you for exercising any of your rights under the CCPA.
 - iv. In addition, California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third

parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

- k. **CONTACT US:** If you have questions or comments about this Privacy Policy, or wish to make any requests with respect to your personal information, please contact us at:

i. **Tandem Properties, Inc.**
Attn: Privacy Policy Administrator
Toll Free Phone Number: 1-888-510-1095
Email: privacypolicy@tandemproperties.com
Mail: 3500 Anderson Road, Davis, CA, 95616

R- ADDITIONAL AGREEMENTS & ACKNOWLEDGMENTS:

1. **JOINT AND SEVERAL LIABILITY AND AUTHORITY:** All persons signing this Agreement as Resident shall remain jointly and severally liable for all obligations arising under it, whether or not they remain in actual possession of the Premise. The giving by any individual Resident of a notice of termination of tenancy, during any month-to-month tenancy, shall not terminate the Lease as to that Resident unless all Residents vacate the Premise by the agreed date. Landlord may, however, treat any such notice as a notice binding against all Residents of the Premise, and may institute unlawful detainer proceedings against all Residents if they do not restore possession of the Premise to Landlord on or before the end of the notice period. Conversely, Landlord may, at its sole option, if one or more Resident gives notice, but all Residents do not return possession of the Premise to Landlord within the notice period, continue the tenancy in effect and, if Landlord does so, all Residents, including the Resident giving notice, shall remain fully liable for all obligations arising hereunder whether or not they remain in occupancy of the Premise.
2. **COMPLIANCE WITH APPLICABLE LAWS:** Resident agrees not to permit the Premises to be used for any purpose which violates local, state or federal law, or engage in any illegal acts upon the Premises or upon the grounds of the Community. Resident further agrees to reimburse and indemnify Landlord for all fines or other penalties incurred by Landlord as a result of Resident's violation of any statute, ordinance, regulation or other governmental restriction. To the extent any lease provision is required by statute or local ordinance, but not set forth herein or in an addendum to this Lease, it is hereby inserted as an additional provision of this Lease, but only to the extent specifically required by applicable law interpreted as narrowly as possible and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.
3. **MISSTATEMENTS ON APPLICATION:** Resident has 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 Premise to Resident. It is agreed that, if Landlord subsequently discovers any misstatements of fact in the Resident's application, any such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident with a three-day notice terminating the tenancy.
 - a. **RESIDENT CERTIFICATION:** Resident certifies the following: 1) The application filed in connection with the Lease is true and correct, 2) Resident has not been evicted from housing, 3) Resident has not been convicted of any crime, and 4) Resident has read, understands, and agrees to comply with the terms and conditions of the Lease and this Policy. Resident further agrees that a misrepresentation in this certification is grounds for immediate termination of the Lease.
4. **RESIDENTIAL USE OF THE PREMISES:** Resident agrees that the Premises is rented for residential use only. Resident shall not use the Premises as a business address, nor shall Resident conduct 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 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 may, however, insofar as it is consistent with the restrictions set forth in

this paragraph, and with the written consent of Landlord, use a portion of the Premises as a "home office." Nothing set forth herein shall be deemed as disallowing any use of the Premises that cannot be prohibited legally.

5. **INDEMNITY/HOLD HARMLESS:** Resident agrees to indemnify and hold Landlord harmless 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 or Resident's guests or invitee(s).
 - a. **ASSUMPTION OF RISKS:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Property may provide the use of community Playgrounds, Pools and/or Spas, Fitness Equipment, etc., to all residents and their guests. These community facilities, if provided, may provide activities including, but not limited to, swimming, running, climbing, and aerobic activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity, which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, 2) major injuries such as eye injury or loss of sight, joint, bone or back injuries, heart attacks, and concussions, or 3) catastrophic injuries, including paralysis and death. Resident hereby voluntarily assumes all risks of loss, damage or injury, which may be sustained by Resident, or any property of Resident, while engaged in the above activities. Resident hereby releases Landlord and its agents, officers, servants, and employees from all liability, claims, demands, actions and costs of actions whatsoever arising out of or related to any loss, damages or injuries, including death, that may be sustained by Resident while using the amenities described in this paragraph or in the Recreational Amenities Policy.
6. **LIABILITY:** Landlord shall not be liable to Resident or to any guests or invitees of Resident (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 or intrusion, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, earthquake, or any other condition over which the Landlord has no control. Resident understands and agrees that Resident's choice to reside in any unit at any Tandem Property, Resident's participation in any community events or activities, or Resident's use of any part of the grounds, other units, common areas, community facilities and equipment, or ingestion of any food or drink freely provided to Resident at the Community or by Landlord during Resident's tenancy, is voluntary. Resident knowingly assumes all such risks for Resident and any minors, guests, pets/assistive animals accompanying Resident or under Resident's control or guardianship. Resident is liable for damage caused by Resident's guests', pets/service animals accompanying Resident or those under Resident's control or guardianship or Resident's visitors' intentional or negligent action or inaction to the Premises, the Community, personal property, other units, or vehicles owned or rented by other residents and employees of Landlord.
7. **SEVERABILITY AND PROVISIONS REQUIRED BY LAW:** If a provision or paragraph of this Lease is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Lease will remain in effect. To the extent any provision of this Agreement is in direct conflict with any provisions of applicable law, such provision is hereby deleted. Any provision specifically required by applicable law, which is not included in this Lease is hereby inserted as an additional provision of this Lease, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.
 - a. **SECTION HEADINGS:** The section headings are inserted only for convenience and are not intended to define or limit the scope or intent of any clause.
8. **SUCCESSORS IN INTEREST:** If the Property is sold or the ownership interest otherwise transferred, the successor in interest of Landlord shall be deemed the assignee of all rights arising under this Lease, and shall be entitled to enforce the provisions of this Lease against Resident. 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.
9. **SUBORDINATION:** This Lease and all rights of Resident arising under it are expressly agreed to be subject and subordinate in all respects to the lien of any present or future mortgages which are or may be placed upon the

Property and to all other rights acquired by the holder of any such mortgage(s). As used in this paragraph, the term "mortgage" shall include deeds of trust or any similar security interest.

10. **EMINENT DOMAIN OR CONDEMNATION:** Should the land whereon the building containing the Premises is situated, or any part thereof, or any portion of the Community, be condemned or taken for public use, then, in that event, upon the taking of same for such public use, this Lease, at the option of Landlord, shall be deemed null and void, and the term shall cease and come to an end, notwithstanding anything to the contrary herein, and without apportionment of the award. Resident shall not be entitled to receive any sum, or portion thereof, constituting any award arising out of any such eminent domain or condemnation.
11. **DAMAGE TO THE PREMISES OR PROPERTY:** Resident shall not cause damage to the Premises or the Property, or to any personal belongings or vehicles on the Property and not engage in any activities, which are known to cause damage or potentially can cause damage to these same areas. Resident further agrees to comply with any requests made by Landlord to cease any such activities when requested. Resident shall be responsible for all damage, intentionally or negligently caused, due to the conduct of Resident or the conduct of Resident's household, animals, invitees or guests. In the instance such damage occurs, Resident must pay to Landlord:
 - a. the cost of all repairs or item replacement costs Landlord incurs, which also include costs Landlord incurs to reimburse other residents, their guests, or staff for their personal items, which become damaged as a result;
 - b. the cost Landlord incurs to house other Residents, who become displaced, or to compensate other Residents for their expenses related to the displacement;
 - c. the rental amount for the period the Premises or any neighboring unit is damaged, including rent for any days exceeding the Lease Term and regardless of whether the unit is in habitable condition. Damage, graffiti and other destructive acts will be prosecuted to the full extent of the law and may lead to the eviction of Resident, whether the damage is caused by Resident, or Resident's household, animals, invitees, employees, or guests of the Resident and whether or not payment is made for the damage. Full payment will be due in twenty-one (21) days for damage charges. Payment plans may be arranged at the sole discretion of Landlord. All payment arrangements must be approved in writing by Landlord. Landlord may still choose to terminate a tenancy for the damage, which is a breach of these Rules and the Lease, regardless of whether payment is made.
 - i. **SIGNIFICANT DAMAGE TO OR DESTRUCTION OF PREMISES:** If the Premises or Property is damaged by fire, flood or other casualty, necessitating repairs that require Resident to vacate the Premises for any length of time, in the sole and absolute discretion of Landlord, Landlord shall have the option **either** (1) to repair the damage or otherwise restore the Premises, with this Agreement continuing in full force and effect, **or** (2) give notice to Resident, at any time after such damage occurs or repairs become necessary, terminating this Agreement as of a date to be specified in such notice. Landlord shall not be required to repair any damage by fire or other cause or to make any repairs of any property installed in the Premises if the damage was caused by Resident.
 1. If Landlord elects to terminate, this Agreement shall expire and all interest of the Resident in the Premises shall terminate and Landlord shall have no obligation to pay lodging costs or other expenses to Resident after the termination date. If Landlord elects to repair the damage and/or make the significant repairs and continue this Agreement in full force and effect, the "Duty to Cooperate" and "Significant Repairs" provisions of this Agreement shall apply.
 - ii. **SIGNIFICANT REPAIRS:** If the Premises requires significant renovations, improvements or repairs (such as, by way of example only and not by way of any limitation, tenting for termites, treating for pests or other vermin, replacing plumbing or electrical wiring, repairing fire damage, etc.) which require Resident to vacate the Premises for any length of time, Resident must vacate the Premises as needed and otherwise cooperate with Landlord in its efforts to perform the work.

To the extent possible, Landlord shall give Resident at least ten days written notice of the need to vacate the Premises, which notice shall include Landlord's best estimation of the length of time Landlord anticipates Resident will need to be absent from the Premises.

1. Resident agrees to vacate the Premises for the time necessary for the work to be completed and, if Resident needs to be absent from the Premises for more than eight (8) hours in any twenty-four (24) hour period, Resident will be required to relocate to alternative housing of the Landlord's choosing. Landlord shall be responsible to pay for the alternative housing; however, Resident will remain responsible for all rent while Landlord is paying for alternative accommodations. If Resident elects to relocate temporarily to lodging other than that designated by Landlord, then Landlord shall have no obligation to pay the cost of such housing, which shall be at Resident's sole cost and expense; although Resident shall have no obligation to pay rent during the time the Premises is not available to Resident during the repairs if Landlord is not paying for the alternative lodging, except as provided below. Resident shall return to the Premises once Landlord advises Resident that the work has been completed. Landlord shall have no obligation to pay for alternative housing or waive rent after Landlord has advised Resident that Resident may return to the Premises.
 2. If the work or repairs are required because of the conduct of Resident or the conduct of Resident's household, animals, invitees or guests (such as misuse of plumbing, causing a fire, etc.), then Landlord shall be relieved of its obligation to pay for alternative accommodations set forth above and Resident shall remain responsible for both rent and the cost of alternative lodging during the time when Resident must vacate the Premises for any work to be completed.
 3. **DUTY TO COOPERATE:** Failure to vacate the Premises, or otherwise cooperate with Landlord's efforts to conduct repairs, renovations or other improvements at the Property is a material breach of this Lease and grounds for termination of this Agreement. Failure to return to the Premises from any temporary housing provided by Landlord shall also constitute a material breach of this Lease and grounds to terminate Resident's tenancy in the Premises, as well as any right to occupy the temporary housing.
12. **NOTICES TO RESIDENT:** Any notice that Landlord gives to Resident shall be deemed properly served (whether or not actually received by Resident) if served in the manner prescribed in Code of Civil Procedure Section 1162. Except as prohibited by law, if Landlord fails to serve the notice in accordance with the provisions of Code of Civil Procedure Section 1162, but Resident actually receives 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 Residents of the Premises shall be deemed valid service upon all Residents - it is not necessary to serve each Resident individually unless otherwise required by law.
13. **NOTICES TO LANDLORD:** All notices or demands to Landlord must be made in writing. Resident should address all notices or demands to **Chautauqua Apartments, LLC** and deliver them to the Leasing Center located at: **717 Alvarado Ave, Davis, CA 95616** during regular business hours, Monday-Friday, 9:30 AM to 5:30 PM. Service of written notice or demands should be served to: **Kerry Nagel**, Residential Manager of **Chautauqua Apartments**, or any other authorized Landlord Agent located at the above address.
14. **CONFLICT RESOLUTION:** Resident shall comply with the following provisions: 1) **Complaints Regarding Co-Residents:** Resident assumes full responsibility for choosing their co-residents responsibly. If personal disputes arise during tenancy, residents are expected to resolve their own conflicts in a reasonable manner. It should be understood that Landlord cannot legally intervene to prevent a Resident access to a unit or remove them from the Lease without their voluntary consent, except in situations that involve domestic violence and where a restraining order has been issued; 2) **Complaints Regarding Other Residents:** Resident should report all complaints regarding other residents. Landlord may intervene on Resident's behalf; however, it may not be possible to remain anonymous in all circumstances and anonymity is not guaranteed. All complaints must be submitted in writing and must include the following information: a) the name and unit number of the person filing the complaint, b) the name or unit number of the responsible party, c) a description of the problem, which shows

an actual violation of the Lease, and d) the date and time of the violation. For Landlord to act based on Resident's complaint, Resident must be willing to: i) testify to the validity of the complaint in a court of law, should it become necessary, and ii) participate in the resolution process. All complaints will be considered resolved if no subsequent complaints pertaining to the same issue are received; 3) **Complaints Regarding Tenancy Issues:** All complaints or concerns should be submitted to Landlord in writing, and should include the name and unit number of the person filing the complaint, along with a thorough description of the problem or issue and desired request. Anonymous complaints will not be addressed by Landlord. All complaints are handled on a case-by-case basis. Submission of a complaint does not guarantee that a request will be granted.

15. **EVENTS OF DEFAULT:** Resident shall be guilty of material breach of this Lease if Resident: (a) fails to pay any rent or other sums payable under this Lease on the date it becomes due; (b) defaults in the performance of or breach of any other provision, term, covenant or condition of this Lease; (c) vacates or abandons the Premises before expiration of the full term of this Lease, or any extension of the term; (d) permits the leasehold interest of Resident to be levied upon or attached by process of law; or (e) makes an assignment for the benefit of creditors.

a. **LEASE VIOLATIONS:** Any breach of the Lease during tenancy, commonly referred to as a "Lease Violation", is given individual attention by Landlord and treated on a case-by-case basis.

i. **For major Lease Violations** such as, but not limited to, failure to pay rent or any applicable utility fees, unauthorized occupants, unauthorized pets, criminal activity, threatening or harassing behavior, physical assault, drug use/manufacturing/growing, violations to any applicable "No Smoking" policies, or anything else that threatens the health and safety of other residents, their guests, or staff, etc., or which damages property, ONE breach of the Lease will constitute material non-compliance with the Lease and will be cause for immediate termination of the Lease.

ii. **For minor Lease Violations**, such as, but not limited to, parking violations, noise and nuisance issues that potentially affect the rights of other residents to the peaceful and quiet enjoyment of the Property, or anything else that constitutes failure to abide by our community's posted rules and regulations or any provision found within the Lease or any other Agreements, Resident will be given a series of verbal/written warnings and the opportunity to correct the violations. Resident may also be requested to meet with Landlord, in which case all requested meetings are mandatory.

iii. Repeat violations or failure to cooperate with Landlord by not responding to verbal/written warnings, not scheduling or attending required meetings, or not correcting the problem when requested, may result in legal action to terminate Resident's tenancy.

1. If tenancy is terminated, Resident understands that Resident remains responsible for payment of all rent or other fees incurred during the tenancy until the Lease ends or the Premises is re-rented, whichever comes first.

2. Resident should be aware that all Warnings, Lease Violations, and Legal Notices are logged as part of Resident's file and rental history with Landlord, which may affect Resident's ability to receive a good rental reference in the future and/or jeopardize Resident's renewal privileges.

16. **WAIVER:** Landlord's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising under this Lease shall not be deemed a waiver of Landlord's right subsequently to 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 or 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 the tenancy shall be construed to waive the right of Landlord to enforce any provision of this Lease.

17. **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.

18. **ATTORNEY'S FEES:** In the event of any litigation relating to this Agreement or the rights or liabilities of any party arising under this Agreement, the prevailing party of such litigation shall be entitled to its costs, including reasonable attorneys' fees, incurred in such litigation, not to exceed a maximum total of \$2,000.00 fees and costs. If any such litigation is dismissed prior to trial, the parties agree that there shall be no prevailing party for purposes of an award of attorney's fees and/or costs. An unlawful detainer action shall be considered an action relating to this Lease and thus subject to this provision.
19. **NON-DISCRIMINATION:** There shall be no discrimination against or segregation of, any persons on account of race, color, national origin, ancestry, creed, religion, gender, gender identity, gender expression, sexual orientation, genetic information, marital status, familial status, age, source of income, handicap, disability, citizenship status, immigration status, primary language spoken or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall the Landlord or any person claiming under or through Landlord, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, or vendees of the Premises.
20. **REQUESTS FOR ACCOMMODATIONS OR MODIFICATIONS:** A disabled person, for all purposes under this Lease, shall be provided reasonable accommodations or reasonable modifications to the extent necessary to provide the disabled person with an opportunity to use and occupy the Premises in a manner equal to that of a non-disabled person. If Resident believes Resident or a member of Resident's household requires an accommodation or modification as a result of a disability, Resident should contact Landlord to begin the interactive process.
21. **ENTIRE AGREEMENT:** This Agreement, including all addenda executed by both Parties, sets forth the entire agreement among the Parties with respect to the matters set forth in it. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories to this Lease. 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, if Resident 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 in the manner prescribed by California Civil Code Section 827.
- a. **DAVIS RIGHTS AND RESPONSIBILITIES ACKNOWLEDGEMENT:** Resident acknowledges receipt of the informational form regarding tenant rights and responsibilities as required under Davis Municipal Code section 18.11.040(c)(1).
22. **ELECTRONIC SIGNATURES:** The Parties agree that they may enter into this lease transaction by electronic means, although traditional hard copies with wet signatures may be used instead at the option of Landlord. Resident agrees and acknowledges that if Resident is entering into this lease transaction with Landlord by electronic means, doing so is not conditioned on Resident's agreement to conduct the leasing transaction electronically.
23. **SIGNATORIES:** The individuals signing below as "Resident," whether or not in actual possession of the Premises, are jointly and severally responsible for all obligations arising under this Lease. 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 Residents to occupy the Premises at any time prior to Landlord signing this Lease. Resident shall be fully liable for all obligations arising under this Lease, and Landlord may enforce the provisions of this Lease as against Resident if, for any reason or by any means, Resident obtains access to the Premises before such time as this Lease has been signed by Landlord or Landlord's authorized agent.

THIS RESIDENTIAL LEASE AND ALL TERMS OUTLINED HEREIN HAVE BEEN READ, UNDERSTOOD, ACCEPTED AND AGREED TO BY:

Resident Signature

Yury E Garcia
Yury E Garcia (Jun 8, 2023 11:53 PDT)

Print Name

Yury E Garcia

Date

Jun 8, 2023

José Alejandro Castano
José Alejandro Castano (Jun 8, 2023 11:55 PDT)

José Alejandro Castano

Jun 8, 2023

Kerry Nagel

Landlord/Agent Signature

Kerry Nagel

Print Name

Jun 8, 2023

Date

**PRESENTO LIQUIDACION DE CREDITO INICIAL Radicación:05266418900120220100300
URIBE PASOS JOHN MARTIN 98541938 CONTRA RUBIO CASTAÑO ANGELICA MARIA
41947050**

AFFI S.A.S JURÍDICO <radicacionafiansabogota@gmail.com>

Lun 8/04/2024 10:19

Para:Juzgado 01 Pequeñas Causas Competencia Múltiple - Antioquia - Envigado
<j01cmpccenvigado@cendoj.ramajudicial.gov.co>

 1 archivos adjuntos (157 KB)

LIQUIDACION DE CREDITO - copia.pdf;

Por medio del presente correo, **LIZZETH VIANEY AGREDO CASANOVA**, persona mayor de edad, domiciliado en esta ciudad, identificado con cedula de ciudadanía N° **67.039.049** expedida en Bogotá, abogado en ejercicio, portador de la tarjeta profesional N° **162.809** del Consejo Superior de la Judicatura, obrando en condición de apoderado del demandante, por medio del presente me permito radicar memorial para su respectivo tramite.

Gracias por la atención prestada y les agradezco su colaboración.

Cordialmente,

LIZZETH VIANEY AGREDO CASANOVA

CC 67.039.049 de Cali

T.P 162.809 del CS de la J

Cel. 321 201 4370

CALLE 10 No. 04 - 47 PISO 10 EDIF CORFICOLOMBIANA

Señores
JUZGADO DE PEQUEÑAS CAUSAS 1 ENVIGADO

REFERENCIA:	PROCESO EJECUTIVO SINGULAR
DEMANDANTE:	URIBE PASOS JOHN MARTIN 98541938
DEMANDADOS:	RUBIO CASTAÑO ANGELICA MARIA 41947050
RADICACION:	05266418900120220100300
ASUNTO	LIQUIDACION CREDITO DEMANDA INICIAL

LIZZETH VIANEY AGREDO CASANOVA, identificada con cedula de ciudadanía 67.039.049 de Cali y T.P 162.809 del Consejo Superior de la Judicatura, actuando como apoderada de la parte demandante en el proceso de la referencia, respetuosamente me dirijo a usted con el fin de presentar la liquidación del crédito del proceso antes mencionado, así mismo informo que la parte demandada desocupo el inmueble día 05/09/2022 sírvase señor juez aprobarla en los términos como ha continuación se presenta:

CONCEPTO	periodo	periodo	VALOR
canon	FEBRERO	2022	1.395.676
canon	MARZO	2022	1.395.676
canon	ABRIL	2022	1.395.676
canon	MAYO	2022	1.395.676
canon	JUNIO	2022	1.395.676
canon	JULIO	2022	1.395.676
canon	AGOSTO	2022	1.395.676
SUBTOTAL VALOR CANON			9.769.732
CLAUSULA PENAL			2.791.352
TOTAL DE LA OBLIGACION			12.561.084
ABONOS DEL DEMANDADO			0
TOTAL LIQUIDACION CREDITO			12.561.084

Conforme a las pretensiones, el mandamiento de pago, la sentencia y los abonos realizados por los demandados por la suma de \$0, se computa una deuda de (\$12.561.084 M/CTE)

Atentamente



LIZZETH VIANEY AGREDO CASANOVA
C.C. 67.039.049
T.P. 162.809 del CS de la J



Adjunto memorial del asunto.

Saludos,

DANIEL ORREGO ZAPATA

C.C. 79533623

CEL 3167401178

danielorrego@hotmail.com

gerencia@oneluka.co

Envigado, 27 de marzo de 2024

SEÑOR
JUZGADO PRIMERO DE PEQUEÑAS CAUSAS DE ENVIGADO
E.S.D.

REF: LIQUIDACION DEL CREDITO DE PROCESO EJECUTIVO SINGULAR DE MINIMA CUANTÍA DE 12F FINANZAS S.A.S. JOSE LUIS YORI GUTIERREZ

PROCESO: 001 2023 00463

PRIMERO- A continuación, me permito hacer una liquidación actualizada al 27 de marzo de 2024 del valor adeudado por EL(LA) DEMANDADO(A)

Para dicho cálculo se tomaron en cuenta las resoluciones de la Superintendencia Financiera para las tasas de mora de los periodos correspondientes posteriores a la fecha en que se hizo exigible la obligación y hasta la fecha de presentación de esta liquidación, con base en la descripción de la **Tabla 1**,

Tabla 1

PAGARE 2022-728 JOSE LUIS YORI GUTIERREZ								
Periodo "n"	Fecha	Pago	Tasa E.A. %	Tasa Aplicada	Interés	Abono a Capital	Saldo	# Dias "m"
0	30-dic.-22						4.050.000	
1	31-dic.-22		41,46%	Tasa Máxima Superfinanciera	3.850	-	4.053.850	1
2	31-ene.-23		43,26%	Tasa Máxima Superfinanciera	125.562	-	4.179.413	31
3	28-feb.-23		45,27%	Tasa Máxima Superfinanciera	117.695	-	4.297.107	28
4	31-mar.-23		46,26%	Tasa Máxima Superfinanciera	132.918	-	4.430.026	31
5	30-abr.-23		47,09%	Tasa Máxima Superfinanciera	130.496	-	4.560.521	30
6	31-may.-23		45,41%	Tasa Máxima Superfinanciera	130.836	-	4.691.357	31
7	30-jun.-23		44,64%	Tasa Máxima Superfinanciera	124.740	-	4.816.097	30
8	31-jul.-23		44,04%	Tasa Máxima Superfinanciera	127.488	-	4.943.585	31
9	31-ago.-23		43,13%	Tasa Máxima Superfinanciera	125.228	-	5.068.813	31
10	30-sep.-23		42,05%	Tasa Máxima Superfinanciera	118.532	-	5.187.346	30
11	31-oct.-23		39,80%	Tasa Máxima Superfinanciera	116.888	-	5.304.234	31
12	30-nov.-23		38,28%	Tasa Máxima Superfinanciera	109.339	-	5.413.572	30
13	31-dic.-23		37,56%	Tasa Máxima Superfinanciera	111.188	-	5.524.761	31
14	31-ene.-24		34,98%	Tasa Máxima Superfinanciera	104.502	-	5.629.263	31
15	29-feb.-24		34,97%	Tasa Máxima Superfinanciera	97.655	-	5.726.918	29
16	27-mar.-24		33,30%	Tasa Máxima Superfinanciera	87.033	-	5.813.952	27

Con base en esta liquidación, el valor total adeudado por concepto de **CAPITAL e INTERESES MORATORIOS** a la fecha es de **CINCO MILLONES OCHOCIENTOS TRECE MIL NOVECIENTOS CINCUENTA Y DOS PESOS M/L (\$5.813.952 M/L).**

SEGUNDO- Se adjuntan en este memorial los comprobantes de los pagos extralegales realizados por la parte demandada. (en los casos que aplique)

Atentamente,



DANIEL ALBERTO ORREGO ZAPATA
C.C. No. 79533623
danielorrego@hotmail.com
Representante Legal
12F FINANZAS S.A.S

RV: PROCESO 01-2023-00501 JUAN EUCLIDES ALMENDRALES: LIQUIDACION DEL CRÉDITO


Recepcion Memoriales - Antioquia - Envigado

<memorialesenv@cendoj.ramajudicial.gov.co>

Mié 3/04/2024 11:39

Para: Juzgado 01 Pequeñas Causas Competencia Múltiple - Antioquia - Envigado

<j01cmpccenvigado@cendoj.ramajudicial.gov.co>

 1 archivos adjuntos (169 KB)

Liquidacion del Crédito.pdf;

MONICA

Agradecemos que, a partir de la fecha, los procesos de habeas corpus y tutelas, sean remitidos al Correo Institucional tutelasenv@cendoj.ramajudicial.gov.co, los procesos y documentos penales deben remitirse al correo cseradenvigado@cendoj.ramajudicial.gov.co; las demandas civiles, laborales y de familia al correo demandasenv@cendoj.ramajudicial.gov.co y los memoriales o documentos para estas áreas al correo memorialesenv@cendoj.ramajudicial.gov.co

Cordialmente:

**CENTRO DE SERVICIOS ADMINISTRATIVOS****Envigado, Antioquia**

Carrera 43 # 38 Sur 42 – Piso 1ro

Palacio de Justicia “Álvaro Medina Ochoa”

memorialesenv@cendoj.ramajudicial.gov.co

Teléfono fijo: (4) 331 26 76

De: Daniel Orrego <danielorrego@hotmail.com>**Enviado:** martes, 2 de abril de 2024 14:14**Para:** Recepcion Memoriales - Antioquia - Envigado <memorialesenv@cendoj.ramajudicial.gov.co>**Asunto:** RV: PROCESO 01-2023-00501 JUAN EUCLIDES ALMENDRALES: LIQUIDACION DEL CRÉDITO

Buenos días,

Adjunto memorial del asunto.

Saludos,

DANIEL ORREGO ZAPATA

C.C. 79533623

CEL 3167401178

danielorrego@hotmail.com

gerencia@oneluka.co

Envigado, 27 de marzo de 2024

SEÑOR
JUZGADO PRIMERO DE PEQUEÑAS CAUSAS DE ENVIGADO
E.S.D.

REF: LIQUIDACION DEL CREDITO DE PROCESO EJECUTIVO SINGULAR DE MINIMA CUANTÍA DE 12F FINANZAS S.A.S. JUAN EUCLIDES LOPEZ ALMENDRALES

PROCESO: 001 2023 00501

PRIMERO- A continuación, me permito hacer una liquidación actualizada al 27 de marzo de 2024 del valor adeudado por EL(LA) DEMANDADO(A)

Para dicho cálculo se tomaron en cuenta las resoluciones de la Superintendencia Financiera para las tasas de mora de los periodos correspondientes posteriores a la fecha en que se hizo exigible la obligación y hasta la fecha de presentación de esta liquidación, con base en la descripción de la **Tabla 1**,

Tabla 1

PAGARE 2022-613 JUAN EUCLIDES LOPEZ ALMENDRALES								
Periodo "n"	Fecha	Pago	Tasa E.A. %	Tasa Aplicada	Interés	Abono a Capital	Saldo	# Dias "m"
0	19-oct.-22						1.600.000	
1	31-oct.-22		36,92%	Tasa Máxima Superfinanciera	16.615	-	1.616.615	12
2	30-nov.-22		38,67%	Tasa Máxima Superfinanciera	43.576	-	1.660.191	30
3	31-dic.-22		41,46%	Tasa Máxima Superfinanciera	47.834	-	1.708.025	31
4	31-ene.-23		43,26%	Tasa Máxima Superfinanciera	49.605	-	1.757.630	31
5	17-feb.-23	200.000	45,27%	Tasa Máxima Superfinanciera	28.071	171.929	1.585.701	17
6	28-feb.-23		45,27%	Tasa Máxima Superfinanciera	18.108	-	1.603.809	11
7	21-mar.-23	100.000	46,26%	Tasa Máxima Superfinanciera	35.386	64.614	1.539.195	21
8	31-mar.-23		46,26%	Tasa Máxima Superfinanciera	16.754	-	1.555.949	10
9	30-abr.-23		47,09%	Tasa Máxima Superfinanciera	51.554	-	1.607.503	30
10	31-may.-23		45,41%	Tasa Máxima Superfinanciera	51.688	-	1.659.191	31
11	30-jun.-23		44,64%	Tasa Máxima Superfinanciera	49.280	-	1.708.471	30
12	31-jul.-23		44,04%	Tasa Máxima Superfinanciera	50.366	-	1.758.837	31
13	31-ago.-23		43,13%	Tasa Máxima Superfinanciera	49.473	-	1.808.310	31
14	30-sep.-23		42,05%	Tasa Máxima Superfinanciera	46.828	-	1.855.137	30
15	31-oct.-23		39,80%	Tasa Máxima Superfinanciera	46.178	-	1.901.315	31
16	30-nov.-23		38,28%	Tasa Máxima Superfinanciera	43.196	-	1.944.511	30
17	31-dic.-23		37,56%	Tasa Máxima Superfinanciera	43.926	-	1.988.437	31
18	31-ene.-24		34,98%	Tasa Máxima Superfinanciera	41.285	-	2.029.722	31
19	29-feb.-24		34,97%	Tasa Máxima Superfinanciera	38.580	-	2.068.302	29
20	27-mar.-24		33,30%	Tasa Máxima Superfinanciera	34.384	-	2.102.685	27

Con base en esta liquidación, el valor total adeudado por concepto de **CAPITAL e INTERESES MORATORIOS** a la fecha es de **DOS MILLONES CIENTO DOS MIL SEISCIENTOS OCHENTA Y CINCO PESOS M/L (\$2.102.685 M/L).**

SEGUNDO- Se adjuntan en este memorial los comprobantes de los pagos extralegales realizados por la parte demandada. (en los casos que aplique)

Atentamente,



DANIEL ALBERTO ORREGO ZAPATA
C.C. No. 79533623

danielorrego@hotmail.com

Representante Legal

12F FINANZAS S.A.S

RV: PROCESO 01-2023-00502 HARRISON BERRIO: LIQUIDACION DEL CRÉDITO

Recepcion Memoriales - Antioquia - Envigado <memorialesenv@cendoj.ramajudicial.gov.co>

Lun 8/04/2024 8:02

Para: Juzgado 01 Pequeñas Causas Competencia Múltiple - Antioquia - Envigado
<j01cmpccenvigado@cendoj.ramajudicial.gov.co> 1 archivos adjuntos (169 KB)

Liquidacion del Crédito.pdf;

MONICA

Agradecemos que, a partir de la fecha, los procesos de habeas corpus y tutelas, sean remitidos al Correo Institucional tutelasenv@cendoj.ramajudicial.gov.co, los procesos y documentos penales deben remitirse al correo cseradenvigado@cendoj.ramajudicial.gov.co; las demandas civiles, laborales y de familia al correo demandasenv@cendoj.ramajudicial.gov.co y los memoriales o documentos para estas áreas al correo memorialesenv@cendoj.ramajudicial.gov.co

Cordialmente:

**CENTRO DE SERVICIOS ADMINISTRATIVOS****Envigado, Antioquia**

Carrera 43 # 38 Sur 42 – Piso 1ro

Palacio de Justicia “Álvaro Medina Ochoa”

memorialesenv@cendoj.ramajudicial.gov.co

Teléfono fijo: (4) 331 26 76

De: Daniel Orrego <danielorrego@hotmail.com>**Enviado:** viernes, 5 de abril de 2024 9:28**Para:** Recepcion Memoriales - Antioquia - Envigado <memorialesenv@cendoj.ramajudicial.gov.co>**Asunto:** PROCESO 01-2023-00502 HARRISON BERRIO: LIQUIDACION DEL CRÉDITO

Buenos días,

Adjunto memorial del asunto.

Saludos,

DANIEL ORREGO ZAPATA

C.C. 79533623

CEL 3167401178

danielorrego@hotmail.com

gerencia@oneluka.co

Envigado, 05 de abril de 2024

SEÑOR
JUZGADO PRIMERO DE PEQUEÑAS CAUSAS DE ENVIGADO
E.S.D.

REF: LIQUIDACION DEL CREDITO DE PROCESO EJECUTIVO SINGULAR DE MINIMA CUANTÍA DE 12F FINANZAS S.A.S. HARRISON BERRIO CHICA

PROCESO: 001 2023 00502

PRIMERO- A continuación, me permito hacer una liquidación actualizada al 05 de abril de 2024 del valor adeudado por EL(LA) DEMANDADO(A)

Para dicho cálculo se tomaron en cuenta las resoluciones de la Superintendencia Financiera para las tasas de mora de los periodos correspondientes posteriores a la fecha en que se hizo exigible la obligación y hasta la fecha de presentación de esta liquidación, con base en la descripción de la **Tabla 1**,

Tabla 1

PAGARE 2022-573 HARRISON BERRIO CHICA								
Periodo "n"	Fecha	Pago	Tasa E.A. %	Tasa Aplicada	Interés	Abono a Capital	Saldo	# Dias "m"
0	4-oct.-22						900.000	
1	31-oct.-22		36,92%	Tasa Máxima Superfinanciera	21.165	-	921.165	27
2	30-nov.-22		38,67%	Tasa Máxima Superfinanciera	24.511	-	945.676	30
3	31-dic.-22		41,46%	Tasa Máxima Superfinanciera	26.907	-	972.583	31
4	31-ene.-23		43,26%	Tasa Máxima Superfinanciera	27.903	-	1.000.486	31
5	28-feb.-23		45,27%	Tasa Máxima Superfinanciera	26.154	-	1.026.640	28
6	31-mar.-23		46,26%	Tasa Máxima Superfinanciera	29.537	-	1.056.178	31
7	30-abr.-23		47,09%	Tasa Máxima Superfinanciera	28.999	-	1.085.177	30
8	31-may.-23		45,41%	Tasa Máxima Superfinanciera	29.075	-	1.114.251	31
9	30-jun.-23		44,64%	Tasa Máxima Superfinanciera	27.720	-	1.141.971	30
10	31-jul.-23		44,04%	Tasa Máxima Superfinanciera	28.331	-	1.170.302	31
11	31-ago.-23		43,13%	Tasa Máxima Superfinanciera	27.828	-	1.198.130	31
12	30-sep.-23		42,05%	Tasa Máxima Superfinanciera	26.341	-	1.224.471	30
13	31-oct.-23		39,80%	Tasa Máxima Superfinanciera	25.975	-	1.250.446	31
14	30-nov.-23		38,28%	Tasa Máxima Superfinanciera	24.297	-	1.274.743	30
15	31-dic.-23		37,56%	Tasa Máxima Superfinanciera	24.709	-	1.299.452	31
16	31-ene.-24		34,98%	Tasa Máxima Superfinanciera	23.223	-	1.322.675	31
17	29-feb.-24		34,97%	Tasa Máxima Superfinanciera	21.701	-	1.344.376	29
18	31-mar.-24		33,30%	Tasa Máxima Superfinanciera	22.241	-	1.366.617	31
19	5-abr.-24		33,09%	Tasa Máxima Superfinanciera	3.531	-	1.370.148	5

Con base en esta liquidación, el valor total adeudado por concepto de **CAPITAL e INTERESES MORATORIOS** a la fecha es de **UN MILLÓN TRESCIENTOS SETENTA MIL CIENTO CUARENTA Y OCHO PESOS M/L (\$1.370.148 M/L).**

SEGUNDO- Se adjuntan en este memorial los comprobantes de los pagos extralegales realizados por la parte demandada. (en los casos que aplique)

Atentamente,



DANIEL ALBERTO ORREGO ZAPATA
C.C. No. 79533623
danielorrego@hotmail.com

Representante Legal
12F FINANZAS S.A.S

RV: MEMORIAL LIQUIDACION CREDITO - RADICADO 2023 916

Recepcion Memoriales - Antioquia - Envigado <memorialesenv@cendoj.ramajudicial.gov.co>

Lun 8/04/2024 8:05

Para: Juzgado 01 Pequeñas Causas Competencia Múltiple - Antioquia - Envigado
<j01cmpccenvigado@cendoj.ramajudicial.gov.co> 2 archivos adjuntos (157 KB)

MEMORIAL JFK VS CRISTIAN CIFUENTES.pdf; 2-LIQUIDACION PRINCIPAL -MARZO.CRISTIAN CIFUENTES.pdf;

MONICA

Agradecemos que, a partir de la fecha, los procesos de habeas corpus y tutelas, sean remitidos al Correo Institucional tutelasenv@cendoj.ramajudicial.gov.co, los procesos y documentos penales deben remitirse al correo cseradenvigado@cendoj.ramajudicial.gov.co; las demandas civiles, laborales y de familia al correo demandasenv@cendoj.ramajudicial.gov.co y los memoriales o documentos para estas áreas al correo memorialesenv@cendoj.ramajudicial.gov.co
Cordialmente:

**CENTRO DE SERVICIOS ADMINISTRATIVOS**
Envigado, Antioquia

Carrera 43 # 38 Sur 42 – Piso 1ro

Palacio de Justicia “Álvaro Medina Ochoa”

memorialesenv@cendoj.ramajudicial.gov.co

Teléfono fijo: (4) 331 26 76

De: MARÍA CRISTINA URREA CORREA <cristinaurreac@hotmail.com>**Enviado:** viernes, 5 de abril de 2024 14:14**Para:** Recepcion Memoriales - Antioquia - Envigado <memorialesenv@cendoj.ramajudicial.gov.co>**Asunto:** MEMORIAL LIQUIDACION CREDITO - RADICADO 2023 916



AVISO LEGAL: Este mensaje y sus anexos pueden contener información confidencial o legalmente protegida y no puede ser utilizada ni divulgada por personas diferentes a su destinatario. Si por error, recibe este mensaje, por favor avise inmediatamente a su remitente y destruya toda copia que tenga del mismo. Cualquier uso, divulgación, copia, distribución, impresión, acto derivado del conocimiento total o parcial de este mensaje sin autorización de la Abogada María Cristina Urrea Correa y/o Asesorías Jurídicas de Antioquia SAS, será sancionado de acuerdo con las normas legales vigentes. De otra parte, el presente mensaje y sus archivos anexos se encuentran libre de virus y defectos que puedan llegar a afectar las computadoras o sistemas que lo reciban, pero no se hace responsable por la eventual transmisión de virus o programas dañinos por este medio, y por lo tanto es responsabilidad del destinatario confirmar la existencia de este tipo de elementos al momento de recibirlo y abrirlo. Dando cumplimiento a lo consagrado en la Ley 1581 de 2012 y el Decreto 1377 de 2013.

Señor

**JUEZ DE PEQUEÑAS CAUSAS Y COMPETENCIAS MULTIPLES DE
ENVIGADO.**

E. S. D.

REFERENCIA: EJECUTIVO DE UNICA INSTANCIA
DEMANDANTE: JFK COOPERATIVA FINANCIERA
DEMANDADO: CRISTIAN CIFUENTES MARIN Y OTRO.
RADICADO: 2023-916

MARIA CRISTINA URREA CORREA, mayor y de esta vecindad, identificada como aparece al pie de mi correspondiente firma, actuando como representante legal del endosatario al cobro, en el proceso de la referencia, me permito allegar la liquidación del crédito.

Cordialmente,


MARIA CRISTINA URREA CORREA.

/C.C 43.572.717 DE MEDELLÍN

T.P. 99.464 CSJ.



INTEGRALES



ASESORÍAS JURÍDICAS
INTEGRALES

LIQUIDACIÓN DE CRÉDITO
PARTE DEMANDANTE - PC ENVIGADO -RDO: 2023-916

Plazo TEA pactada, a mensual >>>

Tasa mensual pactada >>>

Resultado tasa pactada o pedida >>

Tasa mensual pactada >>>

Resultado tasa pactada o pedida >>

Máxima

Máxima

Máxima

Plazo Hasta

Mora Hasta (Hoy)

31-mar-24

Comercial

Consumo

Microc u Otros

X

1-mar-99

14-mar-99

1-ene-07

4-ene-07

Saldo de capital, Fol. >>

Intereses en sentencia o liquidación anterior, Fol. >>

Vigencia		Brio. Cte.	Máxima Mensual	Tasa	Inserte en esta columna	LIQUIDACIÓN DE CRÉDITO					
Desde	Hasta	Efec. Anual	Autorizada	Aplicable	capitales, cuotas u otros	Capital Liquidable	días	Intereses en esta Liquidación	Abonos	Saldo de Intereses	Saldo de Capital más Intereses
23-dic-22	31-dic-22	27,64%	2,93%	2,933%	8.488.658,00	8.488.658,00	8	66.382,83		66.382,83	8.555.040,83
1-ene-23	31-ene-23	28,84%	3,04%	3,041%		8.488.658,00	30	258.147,09		324.529,91	8.813.187,91
1-feb-23	28-feb-23	30,18%	3,16%	3,161%		8.488.658,00	30	268.308,70		592.838,61	9.081.496,61
1-mar-23	31-mar-23	30,84%	3,22%	3,219%		8.488.658,00	30	273.266,38		866.104,99	9.354.762,99
1-abr-23	30-abr-23	31,39%	3,27%	3,268%		8.488.658,00	30	277.374,34		1.143.479,33	9.632.137,33
1-may-23	31-may-23	30,27%	3,17%	3,169%		8.488.658,00	30	268.986,56		1.412.465,90	9.901.123,90
1-jun-23	30-jun-23	29,76%	3,12%	3,123%		8.488.658,00	30	265.137,65		1.677.603,55	10.166.261,55
1-jul-23	31-jul-23	29,36%	3,09%	3,088%		8.488.658,00	30	262.105,82		1.939.709,37	10.428.367,37
1-ago-23	31-ago-23	28,75%	3,03%	3,033%		8.488.658,00	30	257.459,92		2.197.169,29	10.685.827,29
1-sep-23	30-sep-23	28,03%	2,97%	2,968%		8.488.658,00	30	251.941,06		2.449.110,35	10.937.768,35
1-oct-23	31-oct-23	26,53%	2,83%	2,831%		8.488.658,00	30	240.318,81		2.689.429,16	11.178.087,16
1-nov-23	30-nov-23	25,52%	2,74%	2,738%		8.488.658,00	30	232.396,17	8.100.000,00	(5.178.174,66)	3.310.483,34
1-dic-23	31-dic-23	25,04%	2,69%	2,693%		3.310.483,34	30	89.152,67		89.152,67	3.399.636,00
1-ene-24	31-ene-24	23,32%	2,53%	2,531%		3.310.483,34	30	83.792,96		172.945,63	3.483.428,97
1-feb-24	29-feb-24	23,31%	2,53%	2,530%		3.310.483,34	30	83.761,53		256.707,16	3.567.190,49
1-mar-24	31-mar-24	22,20%	2,42%	2,424%		3.310.483,34	30	80.252,21		336.959,36	3.647.442,70
								3.258.784,70	8.100.000,00	336.959,36	3.647.442,70

SALDO DE CAPITAL

SALDO DE INTERESES

TOTAL CAPITAL MÁS INTERESES ADEUDADOS

3.310.483,34

336.959,36

3.647.442,70

Nota. Contiene abono realizado en las cajas de la cooperativa, por valor de \$8.100.000.oo, recibido el dia 24 de noviembre de 2023.

RV: PC Envigado 2023 - 956 Memorial Liquidación

Recepcion Memoriales - Antioquia - Envigado <memorialesenv@cendoj.ramajudicial.gov.co>

Lun 8/04/2024 8:05

Para: Juzgado 01 Pequeñas Causas Competencia Múltiple - Antioquia - Envigado
<j01cmpccenvigado@cendoj.ramajudicial.gov.co> 1 archivos adjuntos (174 KB)

8. PC Envigado 2023 - 956 Memorial Liquidación.pdf;

MONICA

Agradecemos que, a partir de la fecha, los procesos de habeas corpus y tutelas, sean remitidos al Correo Institucional tutelasenv@cendoj.ramajudicial.gov.co, los procesos y documentos penales deben remitirse al correo cseradenvigado@cendoj.ramajudicial.gov.co; las demandas civiles, laborales y de familia al correo demandasenv@cendoj.ramajudicial.gov.co y los memoriales o documentos para estas áreas al correo memorialesenv@cendoj.ramajudicial.gov.co
Cordialmente:

**CENTRO DE SERVICIOS ADMINISTRATIVOS****Envigado, Antioquia**

Carrera 43 # 38 Sur 42 – Piso 1ro

Palacio de Justicia “Álvaro Medina Ochoa”

memorialesenv@cendoj.ramajudicial.gov.co

Teléfono fijo: (4) 331 26 76

De: Jorge Bedoya Villa <jorgebedoyavilla@gmail.com>**Enviado:** viernes, 5 de abril de 2024 13:05**Para:** Recepcion Memoriales - Antioquia - Envigado <memorialesenv@cendoj.ramajudicial.gov.co>**Asunto:** PC Envigado 2023 - 956 Memorial LiquidaciónBuen día,
Cordial saludo

Remito memorial con liquidación de crédito, correspondiente al proceso de la referencia.

Cordialmente

--

Jorge Hernán Bedoya Villa
Abogado Titulado U de M
Especialista en Derecho Laboral y Seguridad Social U.P.B.
Especialista en Derecho Procesal Civil - U. Externado de Colombia

Este mensaje de correo electrónico puede contener información confidencial o legalmente protegida y está destinado únicamente para el uso del destinatario(s) previsto(s). Cualquier divulgación, difusión, distribución, copia o la toma de cualquier acción basada en la información aquí contenida está prohibido. Los correos electrónicos no son seguros y no se puede garantizar que esté libre de errores, ya que pueden ser interceptados, modificados, o contener virus. LA OFICINA DE BEDOYA VILLA ABOGADOS S.A.S. Y/O JORGE BEDOYA VILLA no se hace responsable de los errores u omisiones de este mensaje y niega cualquier responsabilidad por daños derivados de la utilización del correo electrónico.

SEÑOR
JUEZ DE PEQUEÑAS CAUSAS DE ENVIGADO
E.S.D.

Asunto : Liquidación de Crédito
Proceso : Ejecutivo
Demandante : Cooperativa Financiera COOFINEP
Demandado : Marta Nubia Marulanda
Radicado : 2023 – 956

JORGE HERNÁN BEDOYA VILLA, mayor de edad, domiciliado en Medellín, abogado en ejercicio e identificado con cédula de ciudadanía No.1.017.123.889 de Medellín y Tarjeta Profesional No. 175.799 del C. S. de la J; me permito allegar liquidación del crédito, de conformidad con el artículo 446 del Código General del Proceso; ***en la cual se reportan abono extraprocesal realizada por la demandada, así:***

1. Febrero de 2023 por valor de \$800.000

Por lo anterior, solicito respetuosamente, una vez aprobada, se proceda ordenar el pago de los títulos judiciales, a favor y a nombre de la Cooperativa Financiera Coofinep, identificada con NIT 890.901.177-0., orden de pago abonada a la **Cuenta de Corriente Número 0-130-70-10462-8 Banco Agrario de Colombia**, cuyo titular es Cooperativa Financiera Coofinep, para lo cual se anexa a la presente solicitud, el respectivo certificado emitido por la entidad bancaria. Además, solicito la confirmación de dicho abono al correo jorgebedoyavilla@gmail.com

Téngase para los fines procesales pertinentes.

Cordialmente,



JORGE HERNÁN BEDOYA VILLA
C.C. No 1.017.123.889 de Medellín
T. P. No 175.799 del C. S. de la J.

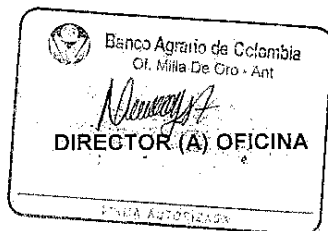
LIQUIDACIÓN DE CRÉDITO												
viernes, 5 de abril de 2024												
Mora TEA pactada, a mensual >					Mora Hasta (Hoy)		4-abr-24		4-ene-07			
Tasa mensual pactada >							Comercial					
Resultado tasa pactada o pedida >>			Máxima				Consumo	X				
Saldo de capital, Fol. >>						\$10.434.093,00	Microc u Otros					
ses en sentencia o liquidación anterior, Fol. >>						\$0,00						
Vigencia		Brio. Cte.	Máxi ma Mens ual	Tasa	Inserte en esta columna	LIQUIDACIÓN DE CRÉDITO						
Desde	Hasta	Efe c. Anual	Autori zada	Aplicable	capitales, cuotas u otros	Capital Liquidable	días	Liq Intereses	Abonos		Saldo de Intereses	Saldo de Capital más Intereses
2-jul-22	31-jul-22		1,5		10.434.093	10.434.093,00		0,00	Valor	Fl	0,00	10.434.093,00
2-jul-22	31-jul-22	21,28%	2,34%	2,335%		10.434.093,00	29	235.555,11			235.555,11	10.669.648,11
1-ago-22	31-ago-22	22,21%	2,43%	2,425%		10.434.093,00	30	253.041,82			488.596,92	10.922.689,92
1-sep-22	30-sep-22	23,50%	2,55%	2,548%		10.434.093,00	30	265.883,15			754.480,07	11.188.573,07
1-oct-22	31-oct-22	24,61%	2,65%	2,653%		10.434.093,00	30	276.798,56			1.031.278,63	11.465.371,63
1-nov-22	30-nov-22	25,78%	2,76%	2,762%		10.434.093,00	30	288.173,06			1.319.451,70	11.753.544,70
1-dic-22	31-dic-22	27,64%	2,93%	2,933%		10.434.093,00	30	305.986,79			1.625.438,48	12.059.531,48
1-ene-23	31-ene-23	28,84%	3,04%	3,041%		10.434.093,00	30	317.309,37			1.942.747,85	12.376.840,85
1-feb-23	28-feb-23	30,18%	3,16%	3,161%		10.434.093,00	30	329.799,82	800.000	Ab	1.472.547,67	11.906.640,67
1-mar-23	31-mar-23	30,84%	3,22%	3,219%		10.434.093,00	30	335.893,71			1.808.441,38	12.242.534,38
1-abr-23	30-abr-23	31,39%	3,27%	3,268%		10.434.093,00	30	340.943,14			2.149.384,52	12.583.477,52
1-may-23	31-may-23	30,27%	3,17%	3,169%		10.434.093,00	30	330.633,04			2.480.017,56	12.914.110,56
1-jun-23	30-jun-23	29,76%	3,12%	3,123%		10.434.093,00	30	325.902,04			2.805.919,60	13.240.012,60
1-jul-23	31-jul-23	29,36%	3,09%	3,088%		10.434.093,00	30	322.175,37			3.128.094,97	13.562.187,97
1-ago-23	31-ago-23	28,75%	3,03%	3,033%		10.434.093,00	30	316.464,71			3.444.559,68	13.878.652,68
1-sep-23	30-sep-23	28,03%	2,97%	2,968%		10.434.093,00	30	309.681,04			3.754.240,73	14.188.333,73
1-oct-23	31-oct-23	26,53%	2,83%	2,831%		10.434.093,00	30	295.395,20			4.049.635,93	14.483.728,93
1-nov-23	30-nov-23	25,52%	2,74%	2,738%		10.434.093,00	30	285.656,85			4.335.292,77	14.769.385,77
1-dic-23	31-dic-23	25,04%	2,69%	2,693%		10.434.093,00	30	280.994,39			4.616.287,16	15.050.380,16
1-ene-24	31-ene-24	23,32%	2,53%	2,531%		10.434.093,00	30	264.101,48			4.880.388,64	15.314.481,64
1-feb-24	29-feb-24	23,31%	2,53%	2,530%		10.434.093,00	30	264.002,40			5.144.391,05	15.578.484,05
1-mar-24	31-mar-24	22,20%	2,42%	2,424%		10.434.093,00	30	252.941,61			5.397.332,65	15.831.425,65
1-abr-24	4-abr-24	22,06%	2,41%	2,411%		10.434.093,00	4	33.538,34			5.430.871,00	15.864.964,00
			Resultados >>		10.434.093			6.230.871,00	800.000,00		5.430.871,00	15.864.964,00
											CAPITAL	10.434.093,00
											SALDO DE INTERESES	5.430.871,00
											TOTAL CAPITAL MÁS INTERESES ADEUDADOS	15.864.964,00
											CORRIENTES	1.266.948,00
											GRAN TOTAL	17.131.912,00
CONVENCIONES												
Ab. = Abono Extraprocetal												
T.E. = Título Entregado												
T.P. = Título Pendiente												



CERTIFICACION

El Banco Agrario de Colombia, certifica que: COOFINEP COOPERATIVA FINANCIERA, identificado(a) con NIT JURIDICAS No. 8909011770, se encuentra vinculado(a) con nuestra entidad en el producto de: CTE - CUENTAS - CORRIENTES, número 0-130-70-10462-8, con una antigüedad de VEINTE Y SEIS (26) año(s).

Se expide en MEDELLIN, a los tres (03) días del mes de junio de 2020, con destino a: QUIEN PUEDA INTERESAR



**RV: RDO:05266418900120230099300 DTE: Bancamia DDO: ADRIANA BERMUDEZ
ARANGO APOORTE LIQUIDACIÓN DEL CRÉDITO**

Recepcion Memoriales - Antioquia - Envigado
<memorialesenv@cendoj.ramajudicial.gov.co>

Jue 4/04/2024 8:09

Para:Juzgado 01 Pequeñas Causas Competencia Múltiple - Antioquia - Envigado
<j01cmpccenvigado@cendoj.ramajudicial.gov.co>

📎 1 archivos adjuntos (98 KB)
gestion_adjunto_49598_4136166.pdf;

RDO. NRO. 2023-00993

monica

Agradecemos que, a partir de la fecha, los procesos de habeas corpus y tutelas, sean remitidos al Correo Institucional tutelasenv@cendoj.ramajudicial.gov.co, los procesos y documentos penales deben remitirse al correo cseradenvigado@cendoj.ramajudicial.gov.co; las demandas civiles, laborales y de familia al correo demandasenv@cendoj.ramajudicial.gov.co y los memoriales o documentos para estas áreas al correo memorialesenv@cendoj.ramajudicial.gov.co

Cordialmente:



CENTRO DE SERVICIOS ADMINISTRATIVOS

Envigado, Antioquia

Carrera 43 # 38 Sur 42 – Piso 1ro

Palacio de Justicia “Álvaro Medina Ochoa”

memorialesenv@cendoj.ramajudicial.gov.co

Teléfono fijo: (4) 331 26 76

De: Envios & Presentaciones <enviosypresentaciones@staffjuridico.com.co>

Enviado: miércoles, 3 de abril de 2024 16:50

Para: Recepcion Memoriales - Antioquia - Envigado <memorialesenv@cendoj.ramajudicial.gov.co>

Cc: adrianamba2013@gmail.com <adrianamba2013@gmail.com>

Asunto: RDO:05266418900120230099300 DTE: Bancamia DDO: ADRIANA BERMUDEZ ARANGO APORTE LIQUIDACIÓN DEL CRÉDITO

Cordial Saludo,

JUAN CAMILO SALDARRIAGA CANO, de manera respetuosa allego documento adjunto con el fin de que obre dentro del expediente, de conformidad con su valiosa y acostumbrada colaboración.

Agradezco **ACUSE DE RECIBO MANUAL O AUTOMATICO.**

ANEXO: 1

Atentamente,

ABOGADO: JUAN CAMILO SALDARRIAGA
ENVÍOS Y PRESENTACIONES
ÁREA LOGÍSTICA Y DOCUMENTAL
PBX (57) 4 3225201
Calle 40a # 81 A-177 Medellín - Colombia



Señor

**JUEZ 1 PEQUEÑAS CAUSAS ENVIGADO ANTIOQUIA
E.S.D**

DEMANDANTE: BANCAMIA

DEMANDADO: ADRIANA BERMUDEZ ARANGO

RADICADO: 05266418900120230099300

REF: APOORTE LIQUIDACIÓN DEL CRÉDITO

JUAN CAMILO SALDARRIAGA CANO, identificada como aparece al pie de mi firma, obrando en mi condición de apoderada de la parte demandante; por medio del presente escrito allego la correspondiente liquidación del crédito ordenada mediante auto que ordeno seguir adelante con la ejecución del 18/3/2024.

Atentamente,



JUAN CAMILO SALDARRIAGA CANO

C.C 8163046

T.P. 157745 del C.S. de la J



LIQUIDACIÓN Adriana Bermudez Arango

LIQUIDADO HASTA LA FECHA: 22/03/2024

CAPITAL	INTERESES	AGENCIAS EN DERECHO	TOTAL
19.457.626	5.095.939	1.191.000	25.744.565

No Documento	Mes		Brio.cte Efec. Anual	Tasa Aplicable Efec. Anual	Tasa Aplicable diaria	Inserte en esta columna Capitales cuotas u otros	LIQUIDACIÓN DE CREDITO						
	Dia Inicial	Dia Final					Capital Liquidable	Días Liquidables	Liq Intereses	Saldos de Intereses	Abono	Interes-Abono	Saldos de Capital más Intereses
19100458				1,5									
	8/06/2023	30/06/2023	29,76%	44,54%	0,1010%	19.457.626	19.457.626	23	451.905	451.905	-	451.905	19.909.531
	1/07/2023	31/07/2023	29,36%	43,94%	0,0998%	-	19.457.626	31	602.208	1.054.113	-	1.054.113	20.511.739
	1/08/2023	31/08/2023	28,75%	43,03%	0,0981%	-	19.457.626	31	591.659	1.645.773	-	1.645.773	21.103.399
	1/09/2023	30/09/2023	28,03%	41,95%	0,0960%	-	19.457.626	30	560.440	2.206.212	-	2.206.212	21.663.838
	1/10/2023	31/10/2023	26,53%	39,70%	0,0916%	-	19.457.626	31	552.691	2.758.904	-	2.758.904	22.216.530
	1/11/2023	30/11/2023	25,52%	38,18%	0,0886%	-	19.457.626	30	517.408	3.276.312	-	3.276.312	22.733.938
	1/12/2023	31/12/2023	25,04%	37,46%	0,0872%	-	19.457.626	31	526.014	3.802.326	-	3.802.326	23.259.952
	1/01/2024	31/01/2024	23,32%	34,88%	0,0820%	-	19.457.626	31	494.676	4.297.002	-	4.297.002	23.754.628
	1/02/2024	29/02/2024	23,31%	34,87%	0,0820%	-	19.457.626	29	462.589	4.759.591	-	4.759.591	24.217.217
1/03/2024	22/03/2024	22,20%	33,20%	0,0786%	-	19.457.626	22	336.349	5.095.939	-	5.095.939	24.553.565	

RV: PROCESO 001 2023 010711 LUZ MARINA CORREDOR: LIQUIDACION DEL CRÉDITO


Recepcion Memoriales - Antioquia - Envigado

<memorialesenv@cendoj.ramajudicial.gov.co>

Mié 3/04/2024 11:24

Para:Juzgado 01 Pequeñas Causas Competencia Múltiple - Antioquia - Envigado

<j01cmpccenvigado@cendoj.ramajudicial.gov.co>

 1 archivos adjuntos (164 KB)

Liquidacion del Crédito.pdf;

MONICA

Agradecemos que, a partir de la fecha, los procesos de habeas corpus y tutelas, sean remitidos al Correo Institucional tutelasenv@cendoj.ramajudicial.gov.co, los procesos y documentos penales deben remitirse al correo cseradenvigado@cendoj.ramajudicial.gov.co; las demandas civiles, laborales y de familia al correo demandasenv@cendoj.ramajudicial.gov.co y los memoriales o documentos para estas áreas al correo memorialesenv@cendoj.ramajudicial.gov.co

Cordialmente:

**CENTRO DE SERVICIOS ADMINISTRATIVOS****Envigado, Antioquia**

Carrera 43 # 38 Sur 42 – Piso 1ro

Palacio de Justicia “Álvaro Medina Ochoa”

memorialesenv@cendoj.ramajudicial.gov.co

Teléfono fijo: (4) 331 26 76

De: Daniel Orrego <danielorrego@hotmail.com>**Enviado:** martes, 2 de abril de 2024 14:22**Para:** Recepcion Memoriales - Antioquia - Envigado <memorialesenv@cendoj.ramajudicial.gov.co>**Asunto:** RV: PROCESO 001 2023 010711 LUZ MARINA CORREDOR: LIQUIDACION DEL CRÉDITO

Buenos días,

Adjunto memorial del asunto.

Saludos,

DANIEL ORREGO ZAPATA

C.C. 79533623

CEL 3167401178

danielorrego@hotmail.com

gerencia@oneluka.co

Envigado, 27 de marzo de 2024

SEÑOR
JUZGADO PRIMERO DE PEQUEÑAS CAUSAS DE ENVIGADO
E.S.D.

REF: LIQUIDACION DEL CREDITO DE PROCESO EJECUTIVO SINGULAR DE MINIMA CUANTÍA DE 12F FINANZAS S.A.S. LUZ MARINA CORREDOR BONILLA

PROCESO: 001 2023 01071

PRIMERO- A continuación, me permito hacer una liquidación actualizada al 27 de marzo de 2024 del valor adeudado por EL(LA) DEMANDADO(A)

Para dicho cálculo se tomaron en cuenta las resoluciones de la Superintendencia Financiera para las tasas de mora de los periodos correspondientes posteriores a la fecha en que se hizo exigible la obligación y hasta la fecha de presentación de esta liquidación, con base en la descripción de la **Tabla 1**,

Tabla 1

PAGARE 2022-647 LUZ MARINA CORREDOR BONILLA								
Periodo "n"	Fecha	Pago	Tasa E.A. %	Tasa Aplicada	Interés	Abono a Capital	Saldo	# Dias "m"
0	18-ago.-23						1.000.000	
1	31-ago.-23		43,13%	Tasa Máxima Superfinanciera	12.852	-	1.012.852	13
2	30-sep.-23		42,05%	Tasa Máxima Superfinanciera	29.643	-	1.042.496	30
3	31-oct.-23		39,80%	Tasa Máxima Superfinanciera	30.088	-	1.072.583	31
5	30-nov.-23		38,28%	Tasa Máxima Superfinanciera	28.957	-	1.101.540	30
6	31-dic.-23		37,56%	Tasa Máxima Superfinanciera	30.242	-	1.131.782	31
7	31-ene.-24		34,98%	Tasa Máxima Superfinanciera	29.203	-	1.160.985	31
8	8-feb.-24	162.000	34,97%	Tasa Máxima Superfinanciera	7.656	154.344	1.006.641	8
9	20-feb.-24	139.500	34,97%	Tasa Máxima Superfinanciera	9.974	129.526	877.115	12
10	29-feb.-24		34,97%	Tasa Máxima Superfinanciera	6.510	-	883.624	9
11	27-mar.-24		33,30%	Tasa Máxima Superfinanciera	18.989	-	902.613	27

Con base en esta liquidación, el valor total adeudado por concepto de **CAPITAL e INTERESES MORATORIOS** a la fecha es de **NOVECIENTOS DOS MIL SEISCIENTOS TRECE PESOS M/L (\$902.613 M/L).**

SEGUNDO- Se adjuntan en este memorial los comprobantes de los pagos extralegales realizados por la parte demandada. (en los casos que aplique)

Atentamente,




DANIEL ALBERTO ORREGO ZAPATA
C.C. No. 79533623
danielorrego@hotmail.com
Representante Legal
12F FINANZAS S.A.S

RV: PROCESO 001 2023 01104 HECTOR URIBE: LIQUIDACION DEL CRÉDITO

Recepcion Memoriales - Antioquia - Envigado
<memorialesenv@cendoj.ramajudicial.gov.co>

Miércoles 3/04/2024 11:33

Para: Juzgado 01 Pequeñas Causas Competencia Múltiple - Antioquia - Envigado
<j01cmpccenvigado@cendoj.ramajudicial.gov.co>

 1 archivos adjuntos (164 KB)

Liquidacion del Crédito.pdf;

monica

Agradecemos que, a partir de la fecha, los procesos de habeas corpus y tutelas, sean remitidos al Correo Institucional tutelasenv@cendoj.ramajudicial.gov.co, los procesos y documentos penales deben remitirse al correo cseradenvigado@cendoj.ramajudicial.gov.co; las demandas civiles, laborales y de familia al correo demandasenv@cendoj.ramajudicial.gov.co y los memoriales o documentos para estas áreas al correo memorialesenv@cendoj.ramajudicial.gov.co

Cordialmente:



CENTRO DE SERVICIOS ADMINISTRATIVOS
Envigado, Antioquia

Carrera 43 # 38 Sur 42 – Piso 1ro

Palacio de Justicia “Álvaro Medina Ochoa”

memorialesenv@cendoj.ramajudicial.gov.co

Teléfono fijo: (4) 331 26 76

De: Daniel Orrego <danielorrego@hotmail.com>

Enviado: martes, 2 de abril de 2024 14:18

Para: Recepcion Memoriales - Antioquia - Envigado <memorialesenv@cendoj.ramajudicial.gov.co>

Asunto: RV: PROCESO 001 2023 01104 HECTOR URIBE: LIQUIDACION DEL CRÉDITO

Buenos días,

Adjunto memorial del asunto.

Saludos,

DANIEL ORREGO ZAPATA

C.C. 79533623

CEL 3167401178

danielorrego@hotmail.com

gerencia@oneluka.co

Envigado, 27 de marzo de 2024

SEÑOR
JUZGADO PRIMERO DE PEQUEÑAS CAUSAS DE ENVIGADO
E.S.D.

REF: LIQUIDACION DEL CREDITO DE PROCESO EJECUTIVO SINGULAR DE MINIMA CUANTÍA DE 12F FINANZAS S.A.S. HECTOR ALBERTO URIBE GUTIERREZ

PROCESO: 001 2023 01104

PRIMERO- A continuación, me permito hacer una liquidación actualizada al 27 de marzo de 2024 del valor adeudado por EL(LA) DEMANDADO(A)

Para dicho cálculo se tomaron en cuenta las resoluciones de la Superintendencia Financiera para las tasas de mora de los periodos correspondientes posteriores a la fecha en que se hizo exigible la obligación y hasta la fecha de presentación de esta liquidación, con base en la descripción de la **Tabla 1**,

Tabla 1

PAGARE 2023-695 HECTOR ALBERTO URIBE GUTIERREZ								
Periodo "n"	Fecha	Pago	Tasa E.A. %	Tasa Aplicada	Interés	Abono a Capital	Saldo	# Dias "m"
0	14-ago.-23						550.000	
1	31-ago.-23		43,13%	Tasa Máxima Superfinanciera	9.262	-	559.262	17
2	30-sep.-23		42,05%	Tasa Máxima Superfinanciera	16.097	-	575.359	30
3	31-oct.-23		39,80%	Tasa Máxima Superfinanciera	15.874	-	591.233	31
4	30-nov.-23		38,28%	Tasa Máxima Superfinanciera	14.848	-	606.081	30
5	31-dic.-23		37,56%	Tasa Máxima Superfinanciera	15.100	-	621.181	31
6	31-ene.-24		34,98%	Tasa Máxima Superfinanciera	14.192	-	635.372	31
7	29-feb.-24		34,97%	Tasa Máxima Superfinanciera	13.262	-	648.634	29
8	27-mar.-24		33,30%	Tasa Máxima Superfinanciera	11.819	-	660.453	27

Con base en esta liquidación, el valor total adeudado por concepto de **CAPITAL e INTERESES MORATORIOS** a la fecha es de **SEISCIENTOS SESENTA MIL CUATROCIENTOS CINCUENTA Y TRES PESOS M/L (\$660.453 M/L).**

SEGUNDO- Se adjuntan en este memorial los comprobantes de los pagos extralegales realizados por la parte demandada. (en los casos que aplique)

Atentamente,




DANIEL ALBERTO ORREGO ZAPATA
C.C. No. 79533623
danielorrego@hotmail.com
Representante Legal
12F FINANZAS S.A.S

RV: PROCESO 01-2023-01109 SOR EDILMA HIGUITA: LIQUIDACIÓN DEL CRÉDITO

Recepcion Memoriales - Antioquia - Envigado
<memorialesenv@cendoj.ramajudicial.gov.co>

Miércoles 3/04/2024 11:28

Para: Juzgado 01 Pequeñas Causas Competencia Múltiple - Antioquia - Envigado
<j01cmpccenvigado@cendoj.ramajudicial.gov.co>

 1 archivos adjuntos (161 KB)
Liquidacion del Crédito.pdf;

RDO. NRO. 2023-01109

monica

Agradecemos que, a partir de la fecha, los procesos de habeas corpus y tutelas, sean remitidos al Correo Institucional tutelasenv@cendoj.ramajudicial.gov.co, los procesos y documentos penales deben remitirse al correo cseradenvigado@cendoj.ramajudicial.gov.co; las demandas civiles, laborales y de familia al correo demandasenv@cendoj.ramajudicial.gov.co y los memoriales o documentos para estas áreas al correo memorialesenv@cendoj.ramajudicial.gov.co

Cordialmente:

**CENTRO DE SERVICIOS ADMINISTRATIVOS**

Envigado, Antioquia

Carrera 43 # 38 Sur 42 – Piso 1ro

Palacio de Justicia “Álvaro Medina Ochoa”

memorialesenv@cendoj.ramajudicial.gov.co

Teléfono fijo: (4) 331 26 76

De: Daniel Orrego <danielorrego@hotmail.com>

Enviado: martes, 2 de abril de 2024 14:21

Para: Recepcion Memoriales - Antioquia - Envigado <memorialesenv@cendoj.ramajudicial.gov.co>

Asunto: RV: PROCESO 01-2023-01109 SOR EDILMA HIGUITA: LIQUIDACIÓN DEL CRÉDITO

Buenos días,

Adjunto memorial del asunto.

Saludos,

DANIEL ORREGO ZAPATA

C.C. 79533623

CEL 3167401178

danielorrego@hotmail.com

gerencia@oneluka.co

Envigado, 27 de marzo de 2024

SEÑOR
JUZGADO PRIMERO DE PEQUEÑAS CAUSAS DE ENVIGADO
E.S.D.

REF: LIQUIDACION DEL CREDITO DE PROCESO EJECUTIVO SINGULAR DE MINIMA CUANTÍA DE 12F FINANZAS S.A.S. SOR EDILMA HIGUITA TABARES

PROCESO: 001 2023 01109

PRIMERO- A continuación, me permito hacer una liquidación actualizada al 27 de marzo de 2024 del valor adeudado por EL(LA) DEMANDADO(A)

Para dicho cálculo se tomaron en cuenta las resoluciones de la Superintendencia Financiera para las tasas de mora de los periodos correspondientes posteriores a la fecha en que se hizo exigible la obligación y hasta la fecha de presentación de esta liquidación, con base en la descripción de la **Tabla 1**,

Tabla 1

PAGARE 2022-635 SOR EDILMA HIGUITA TABARES								
Periodo "n"	Fecha	Pago	Tasa E.A. %	Tasa Aplicada	Interés	Abono a Capital	Saldo	# Dias "m"
0	6-sep.-23						900.000	
1	30-sep.-23		42,05%	Tasa Máxima Superfinanciera	21.011	-	921.011	24
2	31-oct.-23		39,80%	Tasa Máxima Superfinanciera	25.975	-	946.987	31
3	30-nov.-23		38,28%	Tasa Máxima Superfinanciera	24.297	-	971.284	30
5	31-dic.-23		37,56%	Tasa Máxima Superfinanciera	24.709	-	995.993	31
6	31-ene.-24		34,98%	Tasa Máxima Superfinanciera	23.223	-	1.019.215	31
7	29-feb.-24		34,97%	Tasa Máxima Superfinanciera	21.701	-	1.040.916	29
8	27-mar.-24		33,30%	Tasa Máxima Superfinanciera	19.341	-	1.060.257	27

Con base en esta liquidación, el valor total adeudado por concepto de **CAPITAL e INTERESES MORATORIOS** a la fecha es de **UN MILLON SESENTA MIL DOSCIENTOS CINCUENTA Y SIETE PESOS M/L (\$1.060.257 M/L).**

SEGUNDO- Se adjuntan en este memorial los comprobantes de los pagos extralegales realizados por la parte demandada. (en los casos que aplique)

Atentamente,



DANIEL ALBERTO ORREGO ZAPATA
C.C. No. 79533623
danielorrego@hotmail.com
Representante Legal
12F FINANZAS S.A.S

