

Costa Verde Developers LLC
8720 Costa Verde Blvd., San Diego, CA 92122
(858) 202-0626

LEASE AGREEMENT

This Lease Agreement, entered into this 15th day of May, 2023 by and between Costa Verde Developers LLC, (hereinafter "Landlord"), and Bharath Kumar Maraka and Ushasri Badinidi (hereinafter "Resident"), in consideration of their mutual promises, agree to the following:

1. The term hereof shall commence on May 21, 2023, and continue through and until April 30, 2024. **Upon expiration of the term, the tenancy shall automatically convert to a Month to Month agreement** on the same terms and conditions as the Lease, unless either party terminates the tenancy by giving the other party at least thirty (30) days' written notice, or as otherwise specified by law. Resident must give the Landlord at least thirty (30) days written notice that he/she intends to terminate the tenancy. Notices to terminate tenancy may be sent via certified or registered mail addressed to the other party as permitted under Civil Code §1946 or may be given to the other party in the manner described in the Code of Civil Procedure §1162. Landlord also reserves the right to terminate tenancy, where permitted by law, by serving Resident with at least thirty (30) days written notice of intent not to renew, where permitted by law. Resident may not terminate the lease before the expiration date above. In the event that such notice is given, any holdover by Resident shall be deemed a Tenancy at Sufferance without the consent of Management and Resident shall be liable for additional damages for unlawful detention of the Unit (as defined below). If the tenancy continues on a month to month basis and resident has been in possession for one year or longer, and if required by law, Landlord must serve a sixty (60) day notice of termination. Resident shall remain liable for rent through the expiration of the notice.
2. Resident agrees to rent from Landlord, for residential use the unit located at 8510 Costa Verde Blvd. #2127, San Diego, CA 92122, commonly known as 2127 (hereinafter "Premises"), for the monthly rental amount due and payable in advance on the 1st day of each month for:

Item	Amount
Market Rent	\$2,610.00
Total	\$2,610.00

Certain additional amounts due to us are also specified in the Lease and all additional amounts due are deemed "additional rent". Collectively base rent and additional rent are referred to as "rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether rent, late fees or any other additional rent amount) in any manner we choose.

Rent payment not received will be considered delinquent on the 2nd calendar day of the month. No grace period is given. If rent is not received by 5:00 PM on the 2nd calendar (business) day, Resident agrees to pay a Late Charge of \$12.50 and the amount then due. Resident hereby acknowledges that late payment by Resident to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to processing, administrative and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any portion of rent or any other sum due from Resident shall not be received by Landlord when due, Resident shall pay to Landlord a late charge of \$12.50. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur as a consequence of late payment by Resident. Acceptance of such late charge shall in no event constitute a waiver of Resident's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Resident may only pay amounts due under this Lease using the following methods: personal check, cashier's check, certified check, or money order. No personal checks will be accepted for any amount due under a notice to pay rent or quit or a notice to perform covenant or quit requiring payment.

Resident further agrees per California Civil Code §1719 to pay a service charge of \$25.00 for the first dishonored (returned) payment, and \$35.00 for any subsequent returned payments. If any two (2) payments of Resident are returned during any twelve (12) month period, Landlord will require Resident to pay all future rents and other amounts due (whether under this Lease Agreement or any other) by certified check, cashier's check, or money order. Rents and all other charges due Landlord hereunder shall be payable directly to:

Costa Verde Developers LLC
8720 Costa Verde Blvd.
San Diego, CA 92122
(858) 202-0626

The normal hours available to make payments in person are weekdays, 9:30am-5pm and Sat-Sun, 10am-5pm.

- If Resident opts to use bill pay service provided by a banking service, please note that the address for remittance is the leasing office address. Resident should allow at least five business days for postal delivery and assume all risk of loss or delay in the mail.
 - Additionally, eviction notices may be generated for any payments not received by close of business on the first business day after delinquency.
 - All payments must include the proper unit number printed legibly and prominently on the face of the payment document.
3. Electronic online payments may also be made through ClickPay. Residents with a ClickPay account may pay rent or other charges from a checking account, debit or credit card. To register for online payments, visit <http://www.clickpay.com>. Payments can be made via e-Check (ACH) from your checking account for free or by credit card for an additional fee. Roommates who wish to split monthly rental payment can do by setting up separate accounts. Payment may be set up as either one-time or on an automatic recurrent payment schedule. If you have questions regarding how to register or how to use any of the online payment features, please contact ClickPay through one of the following: call 1-800-533-7901 or email to support@clickpay.com.
 4. Security Deposit for Resident's faithful performance of obligation set forth herein shall be \$700.00, and is payable prior to move-in by cashier's check, certified funds or money order. Unless required by law, we will not hold the Security Deposit in trust, deposit in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. Resident authorizes Landlord to use the Security Deposit toward satisfaction of the Resident's obligations

including the cost of recovering possession of the Premises, unpaid rent, advertising expenses, the obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear, and other costs incurred because of your breach of the Lease Agreement. Landlord shall furnish Resident with an itemized written statement of the basis for deductions and amount of Security Deposit withheld after the termination of this Lease Agreement, if any; along with the current disposition of the Security Deposit, and shall return remaining portion of the Security Deposit in accordance with the requirements of the law, no later than twenty-one (21) days after return of possession to Landlord of the Premises. Resident shall not have the right to apply the Security Deposit as payment of the last month's rent. Only Residents and the following named Occupants () shall occupy premises:

a. **N/A**

5. Resident's interest in the Premises and this Lease Agreement may not be assigned, sublet or otherwise transferred (Including any self-service stay with guest turnover). Resident will not advertise the Premises (or any portion of it) on HomeAway, VRBO, Airbnb, FlipKey, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by voluntary act, operation of law, or otherwise), will be void, and a violation of this Lease Agreement and we may elect to treat it as a non-curable breach of this Lease Agreement.
6. Occupancy of the Premises is limited to the Residents and the above-mentioned Occupants. Any individual over the age of 17 that spends more than two nights per week for any two-weeks during a two-month period, must be pre-approved by Landlord as a Resident or Occupant. It is the right of the Landlord to disallow additional individuals as Residents or Occupants.

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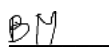
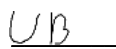
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7. Liability of all Resident(s), whether or not in actual possession of the Premises, each Resident shall be jointly and severally liable for all obligations under the Lease Agreement; and shall indemnify the Landlord for liability arising from personal injuries or property damage caused by, or permitted by, Resident, Occupants, guests, or invitees. Violation of this Lease by any Resident or Resident's related parties is deemed a violation by all Residents. Requests and notices from Landlord to any Resident will constitute notice to all Residents and Occupants.
8. Resident shall be responsible for payment of all utilities and services. Landlord shall have no liability to Resident, his/her guests, invitees, licensees or other natural persons, for any and all personal or property damages, attributed to any utility outages ("see rolling blackouts") not caused by the negligence or willful misconduct of Landlord.
 - a. See the separate Utilities Addendum.
9. Resident has inspected the Premises and all improvements, furnishing and fixtures therein as being in good condition, and agrees to maintain the same in said condition. Any exceptions to Resident's acceptance of the Premises must be expressed in writing, signed by the Resident AND Landlord, prior to commencement of the Lease term. Any such list of exceptions shall be attached to this Lease as an exhibit. Resident must use customary diligence in maintaining the Premises in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Premises. Resident shall not block windows or doors and must maintain clear pathways into and through every room. Resident will not place combustible materials near combustion sources such as the stove, oven, heater or water heater. Kitchen appliances and fixtures, bathroom fixtures and every room in the Premises must be able to be used for their intended purposes. No alterations to any walkway, breezeway, stairway, or other extension of the home including the patio, balcony, or front door, is permitted.
10. Resident shall pay Landlord for any cost to repair, replace or rebuild any portion of the Premises or common areas damaged by the Resident, Occupants, guests, or invitees (excluding normal wear and tear). Unless authorized by statute or by Landlord in writing, Resident must not perform any repairs, painting, wallpapering, carpeting, electrical changes or any other alteration to the Premises. Resident will not tamper with, modify or remove any water-saving devices in the Premises including, but not limited to, showerheads and water faucet aerators with flow restrictors. Any improvements to the Premises (whether or not Landlord has consented) will become Landlord's property unless Resident and Landlord agree otherwise.
11. Except in cases of emergency, all requests for repairs, and all notices regarding the condition of the Property must be made to Landlord in writing. This will ensure that we receive and properly process your request or notice.
12. Landlord may enter the Premises as allowed by law. Law permits entry in the case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, residents, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil code §1950.5, when the Resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless:
 - Entry is due to an emergency, surrender or abandonment of the unit or
 - Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
 - Resident is present and consents to entry and the time of entry, or
 - To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notice that the property is for sale and that resident may be contacted to allow for an inspection.
13. **Landlord requires Resident to obtain his/her own insurance for losses due to theft, fire, flood, smoke, water damage, and the like. Landlord's insurance policies provide no coverage for Resident's belongings. See Requirement of Renter's Insurance Addendum.**
14. Subrogation is allowed by all parties and their insurance companies and that this agreement supersedes any Lease Agreement language to the contrary.
15. If occupancy is delayed due to construction, repairs, cleaning, or a previous resident's holding over, Landlord is not liable to Resident for the delay. The Lease Agreement will remain in force subject to (1) abatement of rent on a daily basis during delay; and (2) Resident's right to terminate as set forth below. Any delay in possession will not extend the term of the Lease Agreement. If the delay is longer than seven (7) days Resident shall have the right to terminate this Lease Agreement. Termination notice must be in writing. After termination, Resident is entitled only to refund of Deposit(s) and any rent paid. Rent abatement or Lease Agreement termination does not apply if delay is for cleaning or repairs that do not prevent Resident from occupancy of Premises.
16. Resident shall not violate any government law in the use of the Premises, commit any waste or nuisance, annoy, molest, harass, or interfere with any other resident or neighbor, or with Landlord or Landlord's affiliates, employees or agents. Resident shall comply with all statutes, ordinances and requirements of municipal, state, and federal authorities now in force or which may hereafter be in force, pertaining to the use of the Premises.

17. Smoking is not allowed anywhere in the community nor on the Premises. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form, including e-cigarettes and vaping. Other residents of the community are third-party beneficiaries of this Lease Agreement provision (Resident's smoke-free obligations and restrictions are made to benefit other community residents as well as to Landlord.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. Landlord will have the right, but not the obligation, to enforce Resident's smoke-free obligations. A material breach of the smoke-free obligations will be a material breach of the Lease Agreement and grounds for immediate termination of the tenancy. Landlord does not guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of Resident, Occupants, guests or invitees. Landlord makes no implied or express warranties that the Premises or community will have higher air quality standards than any other areas. The success of Landlord's efforts to make the designated areas smoke-free are dependent on voluntary compliance by Resident and others. Resident has been advised that some residents may not be under the same smoke-free restrictions.
18. No animals - except for service animals for disabled persons - (including, but not limited to birds, cats, dogs, or any other animal) shall be kept on or allowed in or about the Unit, without prior written consent of Landlord, which may be withheld in Landlord's sole discretion.
19. Waterbeds and Aquariums. Waterbeds are permitted only with our written permission. In accordance with California law Landlord requires insurance protecting the Owner in an amount not less than **\$300,000.00**, and an increase in security deposit equal to one-half month's rent. Resident must also install, maintain and dismantle the bed in accordance with industry standards. You must also obtain our written permission to have an aquarium of more than 5 gallons.
20. Notwithstanding any other provision under this Lease Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the unit as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) changing rules, policies or procedures, and (b) allowing service animals.
21. Resident agrees that he/she and those occupying said Premises with him/her (including guests), shall abide by all reasonable rules and regulations that Landlord may make from time to time for the protection, good order, safety and cleanliness of the Premises whether or not they are posted in and around the Premises.
22. In the event of a breach of this Lease Agreement by Resident, Landlord may, at its sole discretion, exercise any and all remedies. If Resident fails to pay rent when due, or fails to perform any term thereof (after not less than three (3) days written notice of such default or omission, given in the manner required by law), Landlord may, at its option, terminate all rights of Resident.
23. In the event that legal action is brought by either party hereto to enforce the terms hereof or relating to the demised Premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including expert witness and consultant fees and reasonable attorney's fees, not to exceed \$1,000.00.
24. No failure of Landlord to enforce any term hereof shall be deemed a waiver of said term, nor shall any acceptance of partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof. Waiver shall not be established by course of conduct. No waiver will exist unless written and signed by the parties.
25. It is expressly understood that this agreement is between Landlord and each signatory Resident, individually and severally. In the event of default by any signatory, each signatory Resident shall remain responsible for timely payment of rent, and continued performance of all other provisions of this agreement.
26. Resident warrants that all statements made in the rental application and other documents submitted to Landlord (whether previously or in the future) are true and accurate. Resident acknowledges that providing false, inaccurate or misleading information in the rental application or other documents submitted to Landlord will be considered a material, non-curable breach of the Lease and cause for termination.
27. To the extent allowed by law, Resident hereby releases, discharges and acquits the Landlord and its principals, assigns, successors, subsidiary and related corporations, officers, agents, employees, independent contractors, representatives, executors and all others acting on their behalf, and agrees to assume all risk of harm, and waive all claims against Landlord and its related parties resulting from use of the garage, parking lot, or driving onto the premises, even if caused by the negligence of Landlord and Landlord's principals, assigns, successors, subsidiary and related corporations, officers, agents, employees, independent contractors, representatives, executors and all others acting on their behalf, including but not limited to: personal property, theft, vandalism, leakage, settling, etc. To the extent allowed by law, use of the garage and parking lot is at the sole risk of Resident and Resident's guest(s). **Landlord does not insure vehicles of Resident(s). It is recommended that Residents carry automobile insurance as required by law.**



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28. The premises are equipped with smoke detectors and may be equipped with carbon monoxide detectors. Resident agrees to inspect and test each of these items and to give Landlord prompt written notice if he/she determines that any of these items needs of repair or replacement. If local law requires the Landlord or his authorized agents to test the detectors in the Premises, the Resident agrees to allow the Landlord or his agent access to the Premises for that purpose.
29. The Property is not a full security property and Landlord does not guarantee or warrant the personal security or safety of Resident, Resident's household members, or guests. Landlord is not responsible for obtaining criminal-history checks on any residents, occupants, guests or contractors on the Property. Landlord has no duty to provide security services or devices other than the duty to provide (a) an operable dead bolt lock on each main swinging entry door of the Residence and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After Resident takes possession of the Premises, Landlord will have no obligation or duty to inspect, test or repair any lock or other security device unless Resident requests Landlord to do so in writing. Any cautionary measures that Landlord takes (whether applicant screening, surveillance cameras, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Personal safety and security are the personal responsibility of Residents, Residents' household members and Resident's guests. If criminal activity occurs, Resident should contact the appropriate law enforcement agency. Accordingly, to the maximum extent allowed by law, Resident releases Landlord and its principals, assigns, successors, subsidiary and related corporations, officers, agents, employees, independent contractors and/or representatives from any claim whatsoever, with respect to any personal injury or property damage, which may relate to the use of the safety devices mentioned above or to any defect, malfunction, or inadequacy therein.
30. Landlord has installed a surveillance camera system in certain common area locations. Resident acknowledges that Resident and Resident's household members and guests do not have any expectation of privacy within the common areas. While the surveillance camera system may serve as a deterrent to criminal activity, it is not intended to, and will not

result in any quicker response by police or law enforcement if any criminal activity occurs. Landlord does not represent nor warrant that the surveillance camera system will enhance security and safety of the common areas. Resident agrees that Landlord will not be required to hire security personnel or property management to monitor the surveillance cameras on any "real time" basis, whether periodic (e.g. during evening hours) or continual (24 hours a day, 7 days a week). Landlord may, but will not be required to maintain the surveillance camera system throughout the term of the Lease. Landlord has no obligation to preserve or make available the contents of any recordings to residents or others.

31. Resident is obligated to pay rent through the end of the Lease term even if Resident vacates earlier. If Landlord finds a replacement resident before the end of the Resident's term, Resident will receive a credit for the rent paid by the replacement resident. The amount of rent for which Resident will be responsible will vary depending upon the length of time it takes the Landlord to find a replacement resident. This amount cannot be determined in advance and is difficult to estimate. To avoid this uncertainty, Resident may choose to pay a fee in advance to terminate the Lease early, rather than remaining liable for rent due through the end of the Lease term. To exercise this option, Resident must deliver to Landlord a written notice stating that Resident has elected to exercise this option and full payment of the following fees:
- an early termination option fee equal to one month's market rent
 - repayment of any rental concessions and/or specials already received within the first lease term;
 - rent and other amounts due through the termination date.

When Landlord has received the written signed notice and payment in full, the Lease termination date will be amended. The new termination date will be the date specified in the notice, which must be at least thirty days after the written election notice and payment are given to Landlord. Exercise of the early termination option will affect only Resident's rent obligations after the termination date; Resident must comply with all other lease obligations.

The notice will not amend the termination date if:

- Resident is in default under the lease at the time that Resident gives notice of Resident's exercise of the option;
- Resident provides the notice unaccompanied by the fees listed above; or
- Resident does not properly exercise the early termination option by following the procedure specified above, but vacates the Premises before the termination date specified in the Lease

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32. Resident may terminate this Lease before the expiration date specified in Lease paragraph 1 if:
- Resident becomes a member of the Armed Forces of the United States after Resident enters into the Lease; or
 - Resident is or becomes a member of the Armed Forces of the United States and receives:
 - a. Orders for a permanent change of station (including separation orders); or
 - b. Orders to deploy for a period of at least 90 days
33. 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.
34. **Registered Sex Offenders 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.
35. I give permission to the Landlord to use photographs or other likeness of Residents, Occupants or Guests in printed or online publications, website, social media and other marketing materials.
36. An acoustical study was approved by the City Manager describing the noise attenuation measures for the residential structural features to meet the 45dB interior noise standard. The noise attenuation measures designed to meet local and state standards have been incorporated in residential buildings to ensure that commercial/residential interfaces, both at existing adjacent off-site residences and at proposed on-site residential development are protected from noise nuisance. You are advised to consider the current and potential exposure to noise that you may experience from activities that occur within and in the vicinity of the Property. No representations are made as to the impact of current or existing noise levels on your or your unit. Potential sources of noise affecting you may arise from automobile traffic, entry gates, private roadways within the apartment community, roadways, highways, emergency facilities, construction activity, church bells, aircraft overflights, walkways and other noise sources.
37. Person authorized to manage the premises: The Undersigned Property Manager

8720 Costa Verde Blvd.
San Diego, CA 92122
(858) 202-0626

38. Person authorized to accept service of process of legal notices and demands:


Stuart Posnock
Costa Verde Developers LLC
c/o **Costa Verde Developers LLC**
9085 Judicial Drive
San Diego CA 92122
(858) 450-0455

39. To the extent allowed by law, Resident agrees to assume all risk of harm, and waive all claims against Landlord and its principals, assigns, successors, subsidiary and related corporations, officers, agents, employees, independent contractors, representatives, executors and all others acting on their behalf, resulting from use of common area amenities, even if caused by the negligence of Landlord and Landlord's parties. To the extent allowed by law, use of the common area amenities is at the sole risk of Resident, Occupants, and Resident's guests and invitees.
40. This Lease Agreement may not be amended or altered except by written agreement signed by all parties.

- 41. If any portion of this Lease Agreement is unenforceable or invalid, that portion will have no effect, but all the remaining provisions of this Lease Agreement will remain in full force.
- 42. This Lease Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of both parties.
- 43. Time is of the essence as to each obligation to be performed under this Lease Agreement.
- 44. Resident agrees that Landlord has not made any oral promises, representations or agreements not contained within this written Lease Agreement.
- 45. The foregoing (with the following attachments, which are incorporated herein by this reference and receipt of which is acknowledged by Resident) constitutes the entire agreement between the parties, and may only be modified in writing and signed by both parties hereto.


The undersigned expressly understands that Section 1 above contains provisions under which this lease shall automatically continue as a tenancy from month to month upon expiration of the term hereof.

The undersigned Resident(s) acknowledge(s) having read and understand the foregoing Lease Agreement and any applicable attachments hereto:




Signed by Joseph Gurfinkiel
Tue May 16 2023 01:09:07 PM PDT
Key: 8EDAB6D7; IP Address: 76.79.192.2

(Agent for Property Owner)Date



5/15/2023
04:51 PM PDT

Bharath Kumar Maraka (Resident)Date



5/15/2023
04:33 PM PDT

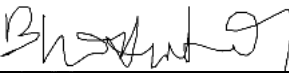
Ushasri Badinidi (Resident)Date

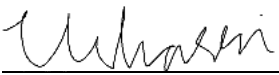
Costa Verde Developers LLC
8720 Costa Verde Blvd., San Diego, CA 92122
(858) 202-0626


REQUIREMENT OF RENTER'S INSURANCE

1. **Addendum.** This addendum is entered into on the date below between the parties signed below. It is intended to be a part of the Lease Agreement between the parties for leasing a residential rental unit.
- a. Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi** Premises: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**
2. **Resident Assumption of Risk and Agreement to Indemnify.** To the extent allowed by law, Resident agrees to assume all risk of harm, and waive all claims against Landlord and Landlord's affiliates, employees and agents, even if caused by the negligence of Landlord, its principals, assigns, successors, subsidiary and related corporations, officers, agents, employees, independent contractors, representatives, executors and all others acting on their behalf. Resident specifically agrees that to the extent allowed by law, use of the common area amenities is at the sole risk of Resident, Occupants, Resident's guests and agents. Resident agrees that the Agreement will not terminate and Landlord will not be liable for any interruption with services or accommodations to Resident caused by casualty, strike, riot, orders, acts of public authorities, acts of third parties, incidents requiring repairs to the complex (including the building on which the premises are located), or any other cause beyond Landlord's control. Resident agrees to hold harmless, indemnify, and defend Landlord, its principals, assigns, successors, subsidiary and related corporations, officers, agents, employees, independent contractors, representatives, executors and all others acting on their behalf from liability for any claims associated with the Lease Agreement and/or Resident's occupancy of the Premises, caused by the action or inaction of Resident and Resident's family, guests, and agents. This will be done at Resident's expense, and with counsel chosen by Landlord.
3. **Renter's Insurance.** At no cost or expense to Landlord, Resident will maintain a renter's insurance policy, protecting all Residents against claims for bodily injury, personal injury and property damage based upon or arising out of Resident's use, occupancy or maintenance of the Premises and all appurtenant areas. Resident may not take or allow any action that invalidates the policy. Landlord must be named as an "Additional Interested Party" or as an "Additional Certificate Holder" under the policy.
4. **Renter's Insurance Company Qualifications.** The renter's insurance may be issued by any company of Resident's choosing, provided that the carrier is licensed or admitted to transact business in California. Before taking possession of the Premises, Resident must deliver to Landlord a certified copy of the insurance policy or certificates of insurance indicating the existence and amounts of the required insurance. **No policy may be cancelable or subject to modification except after thirty days prior written notice to Landlord (10 days for nonpayment).** At least thirty days before the expiration of the policy, Resident must furnish Landlord with evidence of renewal. Policies must be written for a term of at least one year, or the term of the Lease Agreement, whichever is less.
5. **Required Coverage.** The insurance policy must be written on an occurrence basis and have **personal liability coverage** of at least **\$300,000.00** per occurrence, and **\$300,000.00** aggregate, and cover real property damage arising from or caused by Resident's use, occupancy or maintenance of the Premises. The policy must contain a waiver of subrogation. Resident's liability will not be limited by the amount of insurance carried by resident.
6. **Landlord's Insurance.** Any insurance maintained by Landlord is only for Landlord's benefit. Resident will be responsible for any premium increases for insurance held by Landlord resulting from the Resident's acts, omissions, use or occupancy of the Premises.
7. **Election of insurance coverage or damage waiver.** Resident agrees to the following with respect to the renter's insurance (**Initial One**):
- _____ Resident agrees to purchase renter's insurance through Get Covered. If Resident has questions regarding Get Covered please call **(800) 833-3448** or visit **GardenCommunities.PolicyVerify.io**; Leasing Office Employees are not licensed agents. **Note that Get Covered is not owned or operated by Landlord, and Landlord makes no guarantees, representations, or promises concerning the insurance or services it provides. Resident is under no obligation to purchase renter's insurance through Get Covered.**
- BM
UB _____ Resident agrees to purchase renter's insurance from an insurance company of Resident's choice. If Resident elects to purchase the required insurance from another company, Resident will provide Landlord with written proof of compliance with this Lease Addendum on or prior to the lease commencement date, and any time we request it. Keys to the Premises will not be issued to a new move in without written proof of compliance. Lease Agreements will not be renewed for a fixed term without written proof of compliance. Resident's insurance company will be required to provide notice to Landlord within 30 days of any cancellation, non-renewal, or other material change in the insurance policy (10 days for nonpayment). Resident agrees to obtain renters insurance with a minimum amount of **\$300,000.00** covering property damage and liability, and to include Landlord in insurance certificate as "Additional Interested Party" or "Additional Certificate Holder" **Costa Verde Developers LLC PO Box 660121 Dallas, TX 75266**. Under no circumstances should the community or **Costa Verde Developers LLC** be listed as "Additional Insured."
8. **Failure to Provide Insurance.** Resident's failure to maintain required renter's insurance is a material breach of the Lease Agreement. If Resident fails to carry required insurance, or provide proof of insurance at any time, Landlord may, but is not required to pursue any remedies allowed by the Lease Agreement or by law, including Lease Agreement termination and eviction.

Dated and effective as of: **May 15, 2023**


Bharath Kumar Maraka (Resident) Date 5/15/2023 04:51 PM PDT


Ushasri Badinidi (Resident) Date 5/15/2023 04:33 PM PDT

 Signed by Joseph Gurfinkiel
Tue May 16 2023 01:09:07 PM PDT
Key: 8EDAB6D7; IP Address: 76.79.192.2
(Agent for Property Owner) Date

Costa Verde Developers LLC
8720 Costa Verde Blvd., San Diego, CA 92122
(858) 202-0626

SECURITY DEPOSIT AGREEMENT

Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi**
Premises: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**

MOVE OUT CLEANING REQUIREMENTS:

I understand it is my responsibility to return the Premises (including carpets) in THE SAME CONDITION as when I took possession, except caused by ordinary wear and tear, and as clean as received. I understand that the security deposit may be used towards restoration of the Premises above ordinary wear and tear.

I have been made aware that I have the right to make an appointment for a final move-out inspection of my unit during business hours. A **thirty (30)** day written notice is required to terminate my tenancy as my lease automatically rolls over to a month-to-month tenancy at the end of my lease term. I may not terminate my tenancy before the expiration date of the lease term. Any personal property left on the Premises after the Premises are vacated by Resident(s) shall be disposed of in accordance with California law. This may include the possible sale or disposition of my personal property. Residents also recognize Landlord's right to charge reasonable storage costs as a condition of releasing said abandoned personal property.


MOVE-OUT CLEANING AND DAMAGE CHARGES:

ITEM	COST	ITEM	COST
Cleaning Fees	At Cost		
Access Card/Amenity key not returned \$25.00 each	one	Excessive cleaning (Labor, Maintenance)	At Cost
Furniture Removal	At Cost	Keys not returned \$5.00 per	key
Paint charges	At Cost	Trash removal	At Cost
Storage \$25.00 per	day		

REPLACEMENT CHARGES:

ITEM	COST	ITEM	COST
Replacement Charges	At Cost		

We charge for applying flea treatments when pets have been in the unit and there is evidence of fleas, as required by law. Resident will pay for actual de-flea costs. General Cleaning Labor Charges will be assessed per man hour for trash removal, washing of walls, doors, door frames, switch plates, heat registers, removing shelf paper, tiles and wall paper, any other miscellaneous repairs or cleaning incurred. Nothing hereby shall be construed as a limitation upon **Costa Verde Developers LLC** right to pursue cause for damages not specifically listed herein. This table is a general guideline only, and residents shall be charged for actual damages above ordinary wear and tear.




5/15/2023

04:51 PM PDT

Bharath Kumar Maraka (Resident)

Date




5/15/2023

04:33 PM PDT

Ushasri Badinidi (Resident)

Date



Signed by Joseph Gurfinkiel

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(Agent for Property Owner)

Date

8720 Costa Verde Blvd.
San Diego CA 92122
(858) 202-0626


CRIME FREE LEASE ADDENDUM

Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi**

Unit: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**

In consideration of the execution or renewal of a lease of the Unit identified in the Lease Agreement, Landlord and Resident agree as follows:


- 1. Resident, any members of the Resident's household or a guest or other person affiliated with the Unit shall not engage in criminal activity, including drug-related criminal activity, on or near the said Unit, "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 USC802}).
- 2. Resident, any member of the Resident's household or a guest or other person affiliated with the Unit shall not engage in any act intended to facilitate criminal activity or permit the Unit to be used for or to facilitate criminal activity, including drug-related criminal activity, on or near the said Unit.
- 3. Resident or members of the household or a guest, or another person affiliated with the Unit shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health and Safety Code 11350, et seq., at any locations, whether on or off the dwelling Unit premises.
- 4. Resident, any member of the Resident's household, or a guest or another person affiliated with the Unit shall not engage in any illegal activity including prostitution as defined in Penal Code 647(b); criminal street gang activity, as defined in Penal Code 186.20 et seq., assault and battery as prohibited in Penal Code 240/242; burglary as prohibited in Penal Code 459, the unlawful use and discharge of firearms, as prohibited in Penal Code 245; sexual offenses, as prohibited in Penal Code 269 and 288, on or off the dwelling Unit premises, or any breach of the Lease Agreement that otherwise jeopardizes the health, safety and welfare of the Landlord his agent, or other tenant or involving imminent or actual property damage.
- 5. Violation of the above provisions shall be a material and irreparable violation of the Lease Agreement and good cause for immediate termination of tenancy. A single violation of any of the provisions of this addendum shall be deemed a serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the Lease Agreement, unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall require only a preponderance of the evidence. Once the Lease Agreement is terminated, unlawful detainer (eviction) procedures will commence immediately to recover possession of the Unit, the reasonable rental value, court costs and attorney's fees, as permitted by law.
- 6. Resident hereby authorizes Landlord to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as a business records as a hearsay exception, in all eviction hearings.
- 7. Resident agrees that Resident is responsible for the actions of Resident, Resident's occupants, Resident's guests and invitees, regardless of whether Resident knew or should have known about any such actions.
- 8. In case of conflict between the provisions of this addendum and any other provisions of the Lease Agreement, the provisions of the addendum shall govern.
- 9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day, and executed or renewed at any time between the Landlord and Resident.



5/15/2023
04:51 PM PDT

Bharath Kumar Maraka (Resident)


Date



5/15/2023
04:33 PM PDT

Ushasri Badinidi (Resident)

Date



Signed by Joseph Gurfinkiel
Tue May 16 2023 01:09:07 PM PDT
Key: 8EDAB6D7; IP Address: 76.79.192.2

(Owner, or Landlord, as Authorized Agent)

Date

RENTAL / LEASE AGREEMENT ADDENDUM FOR
SMOKE-FREE/VAPE-FREE AREAS

This agreement made and entered into between Garden Communities Owner/Agent and Bharath Kumar Maraka and Ushasri Badinidi.


Resident is renting from Owner/Agent the unit located at: 8510 Costa Verde Blvd. #2127, San Diego, CA 92122.

- 1. Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high cost of fire insurance for properties where smoking is permitted.
- 2. Definition of Smoking:** "Smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form, including "vaping" or creating vapor.
- 3. Smoke Free/Vape Free Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated a smoke-free and vape-free living environment and Resident and members of the Resident's household shall not vape or smoke in these areas, nor shall Resident permit any guest or visitor under the control of the Resident to do so.

Smoking and vaping are prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.
- 4. Promotion of No-Smoking Policy:** Resident shall inform his or her guest of the Smoke-Free/Vape-Free Areas. 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.
- 5. Owner/Agent Not Guarantor of Smoke-Free/Vape-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Smoke-Free/Vape-Free areas does not make the Owner/Agent the guarantor of the Resident's health or of the smoke free/vape free condition of the areas listed in Section 3 above. 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 the Owner/Agent has actual knowledge or has been provided written notice.
- 6. 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.
- 7. Effect of Breach:** A breach of this addendum by the Resident shall be deemed a material breach of the Lease/Rental Agreement and grounds for immediate termination of the Lease/Rental Agreement by the Owner/Agent.
- 8. Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Smoke-Free/Vape-Free 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 unit designated as smoke free/vape free any safer, more habitable, or improved in terms of air quality than any other rental unit. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's unit 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 unit or any other portion of the property including common areas will be free from vapor or secondhand smoke. Resident acknowledges that Owner/Agents ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
- 9. Effect on Current Tenants:** Resident acknowledges that current Residents of the rental community under a prior Lease/Rental agreement will not be immediately subject to the terms of this Addendum. As Residents move out, or enter into new Leases/Rental Agreements, this Addendum will become effective for their unit or new agreement.

10. This Addendum is incorporated into and is part of the Rental Agreement/Lease to which it is attached.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.




5/15/2023

04:51 PM PDT

Bharath Kumar Maraka (Resident)

Date




5/15/2023

04:33 PM PDT

Ushasri Badinidi (Resident)

Date



Signed by Joseph Gurfinkiel

Tue May 16 2023 01:09:07 PM PDT

Key: 8EDAB6D7; IP Address: 76.79.192.2

(Owner, or Landlord, as Authorized Agent)

Date

RECYCLING ADDENDUM

The City of San Diego has mandated a recycling ordinance at all multi-family housing communities.

As part of our participation in the program, we are advising you that MIXED use recycling bins are available at **Costa Verde Developers LLC** for some time now. We ask that you familiarize yourself with their locations. As valued residents, we know that the future of our community is important to you and we sincerely hope that you will participate in the program along with your neighbors.


These bins are marked and are located in the following areas for your convenience:

- 1. Located next to trash bins in garage areas and at mail stations.

We have included information detailing acceptable recycle materials along with information regarding the ordinance. Please make every effort to assist us in helping our environment by doing your part. We understand that time is precious and a few extra moments can be challenging, but PLEASE understand the importance of saving our environment and reducing costs for all.

- Rinse out bottles, cans and containers before placing them into the bins to reduce odors and pests.
- BREAK DOWN your cardboard boxes and insert them FLAT into the slot at the front of the bins. Our staff is not available to break down boxes for you, please avoid hourly labor costs being charged to you at COST by taking the time to collapse boxes after move in.
- If you use bags to transport your recyclables to the recycle bins - please only PAPER bags!
- Additional information on the recycling ordinance is available in the leasing office or at www.sandiego.gov/environmental-services. Click on the link to City Recycling Ordinance.


I/we acknowledge that we have been provided with a copy of the recycling ordinance and are aware of acceptable recycling materials. I/we agree to participate in the program by making every effort to recycle as many disposable items as possible.



5/15/2023
04:51 PM PDT

Date


Bharath Kumar Maraka (Resident)



5/15/2023
04:33 PM PDT

Date

Ushasri Badinidi (Resident)



Signed by Joseph Gurfinkiel
Tue May 16 2023 01:09:07 PM PDT
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(Owner, or Landlord, as Authorized Agent)

Date



THE CITY OF SAN DIEGO



ENVIRONMENTAL
SERVICES
DEPARTMENT

HOW TO RECYCLE

COMO RECICLAR

Recycling is now required in the City of San Diego. Here is what can be recycled:
El reciclaje ya es requerido en la Ciudad de San Diego. Aquí está lo que se puede reciclar:

All Paper and Cardboard



Todo el Papel y el Cartón

All Plastic and Glass Bottles and Jars*



Todas las Botellas y Frascos de Plástico y Vidrio

All Metal Cans



Todas las Latas de Metal

FOR INFORMATION CALL

▼

LLAME PARA MAS INFORMACION



Please don't combine recyclables with trash!

¡Por favor no mezcle los reciclables con la basura!

THESE ITEMS CANNOT GO IN RECYCLING BIN *ESTOS ARTICULOS NO SE PUEDEN RECICLAR EN EL BOTE DEL RECICLAJE*

TRASH

BASURA



This information is available in alternative formats upon request.
Esta información se encuentra disponible en otros medios.

 Printed on Recycled Paper  Impreso en papel reciclado DEC 2007

HAZARDOUS WASTE

DESECHOS PELIGROSOS



FOR PROPER DISPOSAL CALL 858-694-7000
PARA LA DISPOSICION APROPIADA LLAME

DONATE REUSABLE ITEMS

DONE LOS ARTICULOS QUE ESTAN EN BUENAS CONDICIONES





Save Every Day, Every Way

Water Efficiency is More Important Than Ever



DIVERSIFICATION

Enhancing Water Supply Reliability

Would you like a professional evaluation of potential water-saving measures for your home? Request a FREE WaterSmart checkup at WaterSmartSD.org/programs/residential-watersmart-checkup

San Diego County has been a leader in water conservation efforts for years, and residents cut per capita water use by more than 20 percent between 2007 and 2014.

But after four dry years, California’s water supply is stretched thin. It’s time for everyone to increase water conservation to help communities around the state hit hard by the

drought and to stretch our region’s water supplies in case dry weather continues into 2016.

Thankfully, saving water is easier than you might think. A few simple changes can make a big difference — especially outdoors. More than half of residential water use is for landscape irrigation. To learn more about what you can do go to whenindrought.org.

INDOOR TIPS FOR RESIDENTS

TIP LEGEND: No cost - Easy to do		Low cost - More effort required	Higher cost - Most effort required
Water Efficiency Tip		Estimated Savings	
Avoid using running water to thaw frozen foods.		2.5 gallons/minute	
Scrape dirty dishes instead of rinsing them before washing.		2.5 gallons/minute	
Wash fruits and vegetables in a bowl of water instead of in running water.		2.5 gallons/minute	
Keep drinking water in your refrigerator to avoid wasteful running of tap water to cool it off.		2.5 gallons/minute	
Run the dishwasher only when full.		2–4.5 gallons/load	
Don't leave water running when rinsing dishes.		2.5 gallons/minute	
Turn off water when brushing teeth.		2 gallons/minute	
Shorten showers.		2.5 gallons/minute	
Don't use the toilet as a wastebasket.		1.6 gallons/flush	
Wash only full loads of clothes.		15–50 gallons/load	
Fix leaky toilets.		30–50 gallons/day/toilet	
Fix leaky faucets.		15–20 gallons/day/leak	
Install aerators with flow restrictors on kitchen/bathroom faucets.		4.7 gallons/day	
Install an instant hot water recirculating system or device.		2.5 gallons/minute	
Replace older, inefficient clothes washers.*		20–30 gallons/load	
Upgrade to High-Efficiency Toilets.*		0.3–3.8 gallons/flush	
Install water-efficient dishwasher.		4.25 gallons/cycle	

For a handy calculator that takes individualized input by homeowners and shows which of their water uses are efficient and which are not go to: WaterSmartSD.org/water-calculator

*Rebates may be available. Visit WaterSmartSD.org for information.

April 20, 2015

The Water Authority is a public agency serving the San Diego region as a wholesale supplier of water. The Water Authority works through its 24 member agencies to provide a safe, reliable water supply to support the region’s \$206 billion economy and the quality of life of 3.1 million residents.

Save Every Day, Every Way

OUTDOOR TIPS FOR RESIDENTS

TIP LEGEND: No cost - Easy to do Low cost - More effort required Higher cost - Most effort required

LANDSCAPE IRRIGATION

Water Efficiency Tip

Water only in the late evening or early morning hours to reduce evaporation and interference from wind.

Estimated Savings
20–25 gallons/day

Don't overwater!

- Turn off irrigation systems before rainstorms and leave them off for as long as possible after. Water only after the top 1 inch of soil is dry.
- Program your irrigation controller to run based on local water agency restrictions. For information on those restrictions visit WheninDrought.org.
- Eliminate runoff or wasted water. Shorter or multiple run times can reduce runoff on slopes by allowing water to soak into the soil.

15–25 gallons/minute;
up to 250 gallons/cycle

Adjust sprinklers to prevent overspray and runoff.

15–25 gallons/day

Repair leaks and broken sprinkler nozzles.*

10 gallons/minute/leak

Add 2" to 3" of mulch around trees & plants to reduce evaporation.

20–30 gals/day/1,000 sq. ft.

Install rain barrels.*

varies

Install a graywater system to help irrigate your landscape.

16 gallons/load

Install water-efficient drip irrigation system for trees, shrubs, and flowers to get water to the plant's roots more efficiently.

20–25 gallons/day

Upgrade to a "smart irrigation controller" that automatically adjusts watering times based on weather conditions.*

40 gallons/day

Replace your lawn and upgrade to WaterSmart landscape.*

up to 44 gallons/sq. ft.
annually depending
on climate

OTHER OUTDOOR IDEAS

Water Efficiency Tip

Use a broom instead of a hose to clean driveways and sidewalks.

Estimated Savings
8–18 gallons/minute

Collect warm-up shower water in a bucket and use to water plants.

2.5 gallons/minute

When you give pets fresh water, use old water on your landscape.

2.5 gallons/minute

Adjust your pressure reducer (if you have one) to keep pressure between 40 and 60 p.s.i.

Varies

While washing your car, use a self-closing nozzle for your hose.

8–18 gallons/minute

Use a car wash that recycles water.

15–32 gallons/wash

Fix a leaky meter.

up to 1000s of gallons

Repair any leaks around pool and spa pumps.

20 gallons/day/leak

Repair leaking hose bibs.

15–20 gal./day/leak

Install covers on pool and spas to reduce evaporation.

30 gallons per day

Install pressure reducer if your pressure is greater than 80 p.s.i.

Varies

*Rebates may be available. Visit WaterSmartSD.org for information.

**WHEN IN
DROUGHT**

Save every day, every way.



Water efficiency tips,
rebates, tools and
inspirational case studies
for business and residents
available at WaterSmartSD.org.



**San Diego County
Water Authority**

4677 Overland Ave.

San Diego, California

921.23-1233

858.522.6700

sdcwa.org



@sdcwa

For additional information visit WaterSmartSD.org



Printed on recycled paper

BED BUG AND PEST ADDENDUM

This Bed Bug and Pest Addendum ("Addendum") is made part of the Lease Agreement ("Lease") dated **May 15, 2023** between **Costa Verde Developers LLC** ("Landlord") and **Bharath Kumar Maraka and Ushasri Badinidi** ("Resident"). Resident occupies the Premises located at **8510 Costa Verde Blvd. #2127, San Diego, CA 92122** (the "Premises").

1. **"Pests"** include (but are not limited to) ants, bed bugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects.
2. **Landlord Inspection.** Landlord has inspected the Premises and is unaware of any pests in the Premises. At move-in, Resident will complete and sign a Move-In/Move-Out Statement documenting the Premises' condition. If Resident fails to report defects in the Move-In/Move-Out Statement, it will be presumed that the Premises have been delivered in good condition and free of pests.
3. **Regular Pest Control Service.** Landlord has contracted with a registered structural pest control company to provide pest control services to the Premises periodically. Resident acknowledges receiving a written notice regarding pesticides used on the Premises. (See separate Pesticide Disclosure.)
4. **Resident Responsibilities and Cooperation.** Resident agrees to cooperate with Landlord's pest control efforts by:
 - Keeping the Premises clean and uncluttered;
 - Promptly advising Landlord of any pest infestations or pest control needs;
 - Refraining from bringing bed bugs and other pests into the Premises, and inspecting all luggage, bedding, clothing, and personal property for bed bugs and other pests before move-in, returning home after traveling and/or bringing new items to the Premises. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Premises or require you to have the item professionally treated at your expense before the item is brought into the Premises.
 - Providing Landlord with access to Premises for Landlord's pest control assessments and pest control treatment;
 - Cooperating with inspections to facilitate detection and treatment of pests, including providing requested information that is necessary to facilitate the detection and treatment of pests.
 - Preparing the Premises for pest control treatment and/or vacating the Premises when necessary in connection with Landlord's pest control efforts. Resident will comply with all instructions necessary to prepare the Premises for fumigation, testing/inspection or repair. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be Resident's responsibility and at Resident's expense unless the contamination was the result of Landlord's negligence, intentional wrongdoing or violation of law. Landlord is not responsible for any condition about which Landlord is not aware;
 - Upon request by Landlord, promptly providing Landlord with copies of all records, documents, sampling data and other materials relating to the condition of the Premises.
5. **If Resident is Required to Vacate for Treatment.** If requested by Landlord, Resident agrees to temporarily vacate the Premises for fumigation, Premises testing/inspection, or repairs. If Resident is required to vacate the Premises for treatment, Landlord may (but will not be required to) waive rent due for the period of Resident's vacancy on a per diem basis. Alternatively, Landlord may choose to substitute another unit for the Premises during the treatment period. Resident will be entitled to neither unless the contamination was the result of Landlord's negligence, intentional wrongdoing or violation of law. Resident will bear the expense of moving Resident and his or her property to the substitute unit unless otherwise agreed by Landlord or otherwise provided by law. If Resident relocates, upon written notice of completion of the pest control measures requiring relocation, Resident will promptly return and reoccupy Resident's original unit (the Premises) and vacate the replacement unit.

6. Bed bugs

A. Information about Bed Bugs.

Civil Code §1954.603 requires that information about bed bugs be provided to California residential tenants. 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 Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Please report suspected bed bug infestations to us by contacting the leasing office at **8720 Costa Verde Blvd., San Diego, CA 92122** address and **(858) 202-0626** phone number.

- B. Growing Problem.** In the past, bed bug infestations were primarily associated with crowded and dilapidated housing. However, bed bug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bed bugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.
- C. Inspection Before Bringing Items to Premises.** To prevent bed bug infestations, Resident agrees that before move-in and/or bringing new items to the Premises, Resident will inspect all luggage, bedding, clothing, and personal property and to carefully scrutinize and consider the history of any used furniture before bringing it to the Premises. (Resident should be mindful that furniture found discarded in or around dumpsters or elsewhere may have been discarded because of a bed bug infestation). Resident will allow Landlord to do the same upon request. If Landlord has a concern about possible infestation, Landlord may (but will not be obligated to) either prohibit Resident from bringing the item into the Premises and building or, require Resident to have the item treated at Resident's expense before the item is brought into the Premises or building.
- D. Resident Notification to Landlord of Infestation.** Resident will immediately notify Landlord of any condition in the Premises indicating a bed bug infestation, such as itchy welts on Resident's skin; bed bugs (whether alive or dead); blood spots (either red or brown) or excrement spots (brown or black) on bedding or the bed; or a sweet odor.
- E. Bed Bug Treatment.** Bed bug treatment is challenging. It requires Resident's cooperation, professional treatments over several weeks, and will require treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bed bug extermination, and because of the risk that bed bugs could spread into other units, Resident agrees that if bed bugs are found, Resident will immediately contact Landlord, and will not attempt to personally exterminate bed bugs without professional assistance.
- I understand that I have the right to select a pest control provider of my choice for treatment, at my expense – as long as the provider agrees to furnish treatment method information, re-inspection dates, proof of pest control certification and liability insurance before treatment will be authorized by Landlord. If I decline this option, **Costa Verde Developers LLC** will schedule a certified pest control provider to perform the treatment at the rate of up to **\$1,700.00** and **\$450.00** for each follow up treatment. I will be responsible for the cost of to temporarily remove and re-install the fire sprinklers in the unit ceiling in order to perform heat treatment for bed bugs. The cost of removal & re-installation of fire sprinklers can be up to **\$1,800.00**. I will be responsible for the cost of treatment and Landlord's costs associated with bed bug infestation if I, a member of my household, or any of my guests caused the bed bug infestation.
- 7. Breach of Pest Control Obligations is a Material Breach.** Because pests may pose a risk to the health and safety of other residents, Resident's breach of this Addendum is a material breach of the Lease.
- 8. Resident Obligation to Indemnify for Failure to Comply.** Resident agrees to indemnify and hold Landlord harmless from any claims, losses, damages and expenses that Landlord incurs from the negligence of Resident or Resident's household members, guests or agents, or their failure to comply with this Addendum.




5/15/2023

04:52 PM PDT

Bharath Kumar Maraka (Resident)

Date




Signed by Joseph Gurfinkiel

Tue May 16 2023 01:09:07 PM PDT

Key: 8EDAB6D7; IP Address: 76.79.192.2

(Agent for Property Owner)

Date



5/15/2023

04:34 PM PDT

Ushasri Badinidi (Resident)

Date

COVID-19 ADDENDUM

This COVID-19 Addendum ("Addendum") is made part of the Residential Lease/Rental Agreement ("Agreement") dated **May 15, 2023**, between **Bharath Kumar Maraka and Ushasri Badinidi** ("Resident" and "you") and **Costa Verde Developers LLC** ("Landlord" and "us") for the unit at **#2127** (the "Residence") in the **Costa Verde Developers LLC** community (the "Property"). To the extent that this Addendum conflicts with the Agreement, this Addendum will prevail.

1. DEFINITIONS.

- a. **LANDLORD'S RELATED PARTIES:** The property manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and the property manager.
- b. **RESIDENT'S RELATED PARTIES:** Other co-Residents, occupants, members of your household, your family, guests, agents and others under your control.

2. **COMMON AREA AMENITIES.** The Residence is part of a multi-family residential complex. Various services, equipment and facilities ("**Common Area Amenities**") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash/recycling areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are used by people outside your household. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for cleaning or safety reasons, including for reasons related to COVID-19..

3. **CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Related Parties. You and your Related Parties:

- Must comply with all Landlord rules, regulations, recommendations and instructions (including posted signs and those specified in this Addendum), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities related to COVID-19. We may periodically modify Landlord's rules and regulations by delivering a copy of the modifications to you or posting signs, rules and regulations at the Property;
- Are responsible for personal injury or property damage, including damage to the Residence and Property caused by the action or inaction of you and your Related Parties. To the maximum extent allowed by law, you agree to indemnify, defend (with counsel of our choice), and hold us and Landlord's Related Parties (and the HOA if the Residence is in a HOA) harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Addendum, the Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

4. **ACT CAUTIOUSLY; COMMON AREA AMENITIES MAY NOT BE VIRUS FREE.** While we will periodically clean Common Area Amenities, we do not guarantee that they, or the people in them, will be virus-free. The risk associated with Common Area Amenities may be greater than the risk within your household (assuming that no one in your household has COVID-19). To protect yourself, act as if Common Area Amenities are not virus-free, and take precautions as recommended by the CDC, WHO, the **California** Department of Health, and the County Health Department, and your health care provider(s), which may include (but not limited to):

- washing your hands after touching any Common Area Amenity;
- avoiding touching your face;
- maintaining social distancing (6 feet) and wearing masks when outside of your Residence;
- not exceeding maximum group size established by Federal, state and local requirements, restrictions and recommendations.

5. **USING TECHNOLOGY AND CHANGING POLICIES TO REDUCE RISK.** To keep you and Landlord's Related Parties safe, we may:


- utilize methods of communication other than in-person communication (i.e. email, texting, online portals, and other technology);
 - offer virtual meetings
 - close the leasing office
 - offer alternate payment methods
 - offer online lease renewal
 - utilize other technology
 - restrict or regulate Common Area Amenities use
 - limit maintenance to emergency maintenance only, and defer non-essential maintenance.
 - change other business practices to reduce risk
- Ask us if you have any questions about our current policies.

6. **ILLNESS.** If you (or a household member) develops COVID-19 symptoms, or have tested positive for the virus, seek advice from your health care professional, WHO, the **California** Department of Health, and the County Health Department, and follow their recommendations. If it is recommended that you self-quarantine or isolate to avoid creating risk for others, do not use Common Area Amenities.

7. **ASSUMPTION OF RISK AND WAIVER.** To the maximum extent allowed by law:

- use of the Common Area Amenities is at the sole risk of you and your Related Parties;
- you assume all risk of harm, and waive all claims against Landlord and Landlord's Related Parties, resulting from COVID-19, even if caused by the negligence of Landlord and Landlord's Related Parties;


- you agree that any COVID-19-related inconveniences will not create a claim for rent relief, nor an offset to your obligations under the Agreement, nor will they be the basis for a complaint, claim, right, or remedy against Landlord and Landlord's Related Parties.
- 8. COMPLIANCE.** Your compliance with this Addendum is important to ensure safety (of you, your Related Parties, Landlord's Related Parties and others). Keep yourself and others safe and healthy! Failure to comply with this Addendum is a material violation of the Agreement, and grounds for termination of your tenancy.



5/15/2023

04:52 PM PDT


Bharath Kumar Maraka (Resident)Date



5/15/2023

04:35 PM PDT

Ushasri Badinidi (Resident)Date



Signed by Joseph Gurfinkiel

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(Agent for Property Owner)Date

COMMUNITY RULES AND REGULATIONS

This Agreement is an Addendum and part of the Lease Agreement, dated **May 15, 2023**, between Landlord and Resident:

Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi**

Premises: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**

Welcome to your new home. These community rules and regulations are in place to ensure an enjoyable experience by all residents and guests. We require your cooperation and participation.

COMMON AREAS are for the exclusive use of residents and a MAXIMUM of 2 guests.

Effective 6/1/2014, smoking and vaping will no longer be allowed anywhere in the community nor in the Premises.

"Smoking" means inhaling, exhaling, breathing, or lighting any cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form, including electronic cigarettes and/or "vaping". Landlord does not guarantee or warranty the smoke-free and vape-free condition of the designated smoke-free areas or the health of Resident, Occupants, guests or invitees. Landlord makes no implied or express warranties that the Premises or community will have higher air quality standards than any other areas. The success of Landlord's efforts to make the designated areas smoke-free and vape-free is dependent on voluntary compliance by Resident and others.

FITNESS CENTER

- The Fitness Center is exclusively for the use of Residents and a maximum of one (1) guest. All guests MUST be accompanied by Resident at all times.
- Hours are posted at the fitness center entrance.
- Pursuant to local municipal laws, towels must be used while using exercise equipment.
- Foul language or inappropriate behavior will not be tolerated. Landlord reserves the right to refuse entry/access to any resident or guest at any time.
- Residents and guests may use only equipment for which they are experienced, trained, or otherwise qualified to use. Landlord does not provide instructions or guidance regarding the use of equipment and makes no representation that the equipment is suitable for a particular use by any Resident or Guest.
- Misuse of equipment or use of equipment in an unsafe manner will be construed as a violation of this Lease Agreement and termination of common area privileges.
- Resident acknowledges and understands that he/she is using the Fitness Center at his/her own risk. Except as otherwise provided by law, Landlord will not be liable, and Resident expressly waives any claim of liability for personal or property injury or damages, which occur to Resident or any Guest.
- Fitness facility may be equipped with overhead music system and video monitoring equipment.
- Absolutely no outside personal training or unauthorized fitness instruction is permitted in any facility.
- Facility may be closed from time to time for holidays or facility maintenance - Landlord assumes no responsibility to resident in the case of facility closure.

POOL AND SPA

- Hours are **8:00am to 10:00pm**.
- No lifeguard will be on duty.
- Do not prop open or tamper with entry gates at any time.
- Pursuant to Title 22 and 24 to the California Code of regulations and to prevent the spread of contagion to other persons - no persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall be permitted to enter the pool or spa waters.
- Diapers or incontinence garments are not permitted in the pool or spa waters at any time.
- No cut-off jeans or loose clothing is allowed in pool for safety/sanitary reasons.
- Appropriate swim attire is required at all times, exposing or intent to expose any inappropriate body parts will result in immediate removal from the pool (topless sunbathing, thong or string bathing suits, suits that may expose organs).
- The pool area is exclusively for the use of Residents and maximum of two (2) guests. All guests must be accompanied by Resident at all times.
- Pool parties or reservation of the pool areas are NOT permitted at any time.
- For reasons of safety, no one under 14 years old is allowed in the pool area or pool unless accompanied by adult occupant.
- No inner tubes, rafts, toys are permitted in pool.
- NO GLASS is permitted at any time.
- NO ALCOHOLIC BEVERAGES are permitted at any time.
- Towels must be used over pool furniture when using suntan oil or any other lotion.
- For reasons of safety, no one under 14 years of age is allowed in the Spa, unless accompanied by an adult occupant.
- Running, jumping, diving or other potentially dangerous behavior is forbidden in or around pool.
- Foul language or inappropriate behavior or attire will not be tolerated.
- Landlord reserves the right to refuse entry/access to any resident or guest at any time.
- Facility may be closed from time to time for holidays or facility maintenance - Landlord assumes no responsibility to Resident in the case of facility closure.
- No loud music or boisterous activity will be permitted at pool area.
- No animals are permitted in the pool area at any time, with the exception of service animals.
- Use pool safety equipment only in case of emergency.
- Residents and their guests use the pool and spa at their own risk. Landlord will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

BARBECUE AREA

- Barbecue and Picnic area will be open for your convenience from **8:00 AM to 10:00 PM**.
- Do not prop open or tamper with entry gates at any time.
- Please be considerate of residents living in that area and keep noise to a minimum.

- ABSOLUTELY NO GLASS OR ALCOHOLIC BEVERAGES ARE PERMITTED.
- Foul language or inappropriate behavior will not be tolerated.
- Parties or reservation of the barbecue area are not permitted. These areas are common areas for the use of all residents.
- Do not burn anything in the barbecue grills except food. Charcoal is not permitted.
- Vandalism or damage to the equipment will be charged back to the resident.
- Landlord reserves the right to refuse entry/access to any resident or guest at any time.
- Facility may be closed from time to time for holidays or facility maintenance - Landlord assumes no responsibility to resident in the case of facility closure.

BALCONIES, PATIOS, ROOF AND EXTERIOR - Effective 6/1/2014, all areas are NON SMOKING and VAPE-FREE, including patios/balcony areas.

- Balconies and patios must be kept neat and clean, no storage is allowed in this area at any time.
- Absolutely no items should be set or stored on the balcony ledge.
- Please keep this area free of mops, brooms, towels, trash, or any unsightly items.
- No patio or non-standard window coverings are permitted.
- No foil or covering of any windows in the unit permitted.
- No nail penetration on building exterior.
- Access to the roof is forbidden to Residents at any time.
- Absolutely no charcoal grills on balconies and Gas grills are allowed only.
- Satellite TV is permitted on the property; however, satellite dishes are not to be mounted onto the buildings or patio railings. Satellites are to be placed within the confines of Resident(s) balcony or patio area only. Satellite addendum is required.

FIRE ALARMS

- ALL BUILDINGS ARE NON-SMOKING and VAPE-FREE BUILDINGS. Resident understands and agrees that the fire systems in this building (if applicable) are extremely sensitive. In the event of the burning of anything inside the unit while cooking - DO NOT OPEN THE FRONT DOOR for ventilation of the unit. Turn on vent fans, open windows and sliding doors/patio doors. Use oscillating fans if available. Opening the front door will activate the smoke detection and fire alarm system in the common areas - and automatically contact city emergency services. The costs to reset the system and offset the fines charged by city emergency services will be charged back to all Resident(s) in the unit. These fees can exceed \$2,500. Please ensure you comply. Please see separate fire sprinkler addendum.

FIREPLACES

If the Premises includes a fireplace ("Fireplace"), Resident shall comply with the following:

- Resident will not operate the Fireplace unless Resident is familiar with the safe and proper operation of the Fireplace, including lighting the Fireplace, keeping a safe distance from the Fireplace during operation, and ensuring other Occupants and guests remain safe while the Fireplace is lit.
- Resident must confirm the flue of the Fireplace is open and not impeded before lighting the Fireplace. This will require looking up through the Fireplace while it is off, to ensure the flue is completely open.
- The Fireplace operates using wood only. With the exception of manufactured fire logs (e.g. Duraflame), Resident will not burn any material other than wood in the Fireplace. In addition, Resident will not burn treated, painted, or construction wood, as these contain chemicals that are potentially hazardous if burned.
- Resident shall keep the area immediately surrounding the Fireplace free and clear of any flammable materials.
- Resident shall remain in the immediate vicinity of the Fireplace while it is lit, at all times. Resident shall not leave the Fireplace lit, or leave any glowing embers in the Fireplace, while Resident is away.
- Resident shall immediately douse the fire in the Fireplace and notify maintenance in writing in the event of any irregularities in the operation of the Fireplace.

Resident shall indemnify, defend (with counsel of Landlord's choice) and hold Landlord and Landlord's affiliates, employees and agents harmless from and against any loss, damage, injury (including death), or claim occasioned by Resident's or Resident's Occupants', or guests' use of the Fireplace.

TRASH

- No littering is allowed on property or within common areas. Trash receptacles are located at each building for your convenience. Do not place trash anywhere except inside the receptacle. Large items are to be put in dumpsters.
- No trash, flammable materials, or other material may be accumulated or stored, which may cause a hazard, pursuant to any and all local health, fire safety ordinances or regulations.
- No personal items, such as bicycles, boxes, or any other items, may be placed in halls, stairways, or about the building or any other common area.
- Please do NOT place trash outside your front door. This damages hallway carpets/flooring and promotes pests. Resident may be charged for damages to these areas and incur additional charges for management to remove trash.

NOISE AND CONDUCT

- You are responsible for your own actions and the actions of your Guests. You may not create a nuisance on the Residence or Property, and may not disturb or harass other Property residents or neighbors or management employees. You must comply with all laws, statutes, ordinances and all Landlord rules and regulations at the Property.
- Conduct that is boisterous, obscene, drunk and disorderly, or generally objectionable will not be tolerated.
- Residents are responsible for the conduct of their guests, and guests are required to adhere to the House Rules at all times.
- All musical instruments, television sets, radios, etc. are to be played at a volume which will not disturb other residents.
- Household appliances (washer/dryer/vacuum/ dishwasher, etc.) are not permitted to be operated during quiet hours at any community.
- No lounging or loud talking that may be disturbing to other residents will be allowed.
- Community quiet times are before **8:00am** and after **10:00pm** at all communities.

VEHICLES AND PARKING

- All Residents, who have been assigned parking, including garages, must park their vehicles in these assigned spaces.


- Landlord reserves the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 30 days prior notice.
- **Landlord is not liable for damage to or loss of any vehicle or personal property contained within a vehicle or garage.**
- Residents are not to use the garages for storage in a manner that would prevent the parking of their automobile.
- ***It is the Resident's responsibility to inform his/her guest(s) of the parking assignments; violations will result in visitors or guests being towed without notice. Violators will be towed away in accordance to California State Vehicle Code §22658.*** No vehicles may be parked in the community if they are unregistered, inoperable, leak gas or oil, or emit liquids that can damage or stain paved surfaces.
- Any parking surface clean up caused by Resident will be charged to Resident.
- Car washing and/or any mechanical repairs are not to be performed anywhere in the community.
- **No Recreational, Off Road, or Boats are permitted to be stored anywhere in the community.**

WHEELED DEVICES

- Use of bicycles, skateboards, roller-blades, and other recreational wheeled devices, must be used in a manner that does not unreasonably interfere with the quiet enjoyment of other residents, cause damage in excess of ordinary wear and tear, and/or pose an unreasonable threat of injury to anyone.

MAINTENANCE/EMERGENCIES


- Maintenance is provided during regular business hours. There will be a phone line assigned for after hours and weekend emergencies only. Emergencies consist of: possibility of fire from electric sparks, water coming into unit, stopped up plumbing in a bathroom, no electricity in unit, no water throughout unit, when unit cannot be secured (broken doors, locks or windows) and/or Resident security is at stake.
- **Lock-out service is not provided if you are locked out of your apartment home due to missing, stolen, or misplaced keys. These types of lock-outs are not emergencies and require you call a locksmith at your own expense or wait for the leasing office to open and assist during business hours.**
- If maintenance is called after hours for a non-emergency issue there will be a minimum fee of \$50.00 charged to Resident to cover costs.
- In the event of emergency or good reason to believe such may exist, Landlord reserves the right to enter the Premises during Resident's absence without prior permission. Cost of repairs for water pipes or drains, water pipes, plumbing fixtures or overflow that is cause by neglect or improper usage or by introduction of foreign articles, or materials in the system will be responsibility of the Resident and must be paid for at the time of repair.



5/15/2023

04:52 PM PDT


Bharath Kumar Maraka (Resident)Date



5/15/2023

04:35 PM PDT

Ushasri Badinidi (Resident)Date



Signed by Joseph Gurfinkiel

Tue May 16 2023 01:09:07 PM PDT

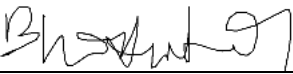
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(Agent for Property Owner)Date

E-BIKE ADDENDUM

Due to risk of fire and serious injury to persons and property, electric bicycles ("e-bike") and e-bike batteries are prohibited from entering the Premises at any time, including (but not limited to) storage of the e-bike when not in use. Resident further agrees not to use Premises or Community utilities to charge an e-bike or any other similar transportation device.

Electric vehicles must be charged in designated charging areas only.

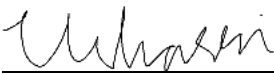


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Bharath Kumar Maraka (Resident)

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LEASE ADDENDUM REGARDING USE OF
ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES

It is the desire and intent of management to allow the use of electric personal mobility devices, such as electric scooters, wheelchairs, Segways, etc., for those residents who require the use of such devices for disability reasons. Management recognizes that these devices provide vital mobility to those residents with disabilities, who might otherwise be confined to their apartment homes or manual wheelchairs by making it much easier for them to get around the property.


With the advantages of these mobility devices, however, come certain responsibilities and challenges that we find necessary to address with everyone. Operators need to be aware that they have liability for any damage they may cause. While damage to property is a concern, the operator's liability could be very serious if another resident is injured. For example, if someone who is bumped by a device should fall and break a hip, long term disability or even death could result. Many of our residents are fragile and management wishes to take measures to protect the safety of all residents.

Accordingly, in the event Resident uses any electric personal assistive mobility device (hereinafter referred to as "mobility device") in the common areas of the property, Resident hereby understands and agrees as follows:

- 1. Resident shall operate the mobility device in a safe manner in all common areas of the property, including but not limited to:
 - a. Refraining from driving the mobility device at an excessive rate of speed while in the common areas of the property;
 - b. Refraining from operating the mobility device in such a manner as to impede pedestrian traffic on any walkway or other common area within the property;
 - c. Refraining from parking the mobility device in any of the common areas in such way that it would block any walkway or other common area of the property;
 - d. Refraining from operating the mobility device in such a manner as to create a risk of injury to any other resident or guest of the property.
 - e. Refraining from operating the mobility device when under the influence of alcohol or medications that might impede driving ability.
 - f. Refraining from driving the mobility device in the common areas after dark unless the device is equipped with lights and reflectors.
 - g. Refraining from allowing visiting minors to use/operate the Resident's mobility device in the common areas of the property.
 - h. Refraining from running electrical cords (including but not limited to extension cords) through or across any portion of the common areas in order to charge the mobility device.
- 2. If, due to the configuration of the property (e.g., lack of elevators, etc.), it is necessary for Resident to park the mobility device and/or charge the mobility device in the common areas of the property, Resident must obtain prior written consent from on-site management. Consent will not be unreasonably withheld, but Resident will not be permitted to park the mobility device and/or charge the mobility device in such a manner as to block or impede any portion of the walkways, landings or other common areas of the property or create a trip hazard for other residents.
- 3. Resident shall not damage or destroy any common area property with the mobility device, including but not limited to doorways, elevators, windows, walls, landscaping, etc.
- 4. In the event Resident does cause damage to any common area property with the mobility device, Resident agrees to reimburse management for the cost of repair or replacement of the damaged property.
- 5. Resident agrees to maintain the mobility device (including but not limited the acceleration, steering and braking systems) in a safe working condition.
- 6. Resident warrants that he/she has been trained on safe operation of the mobility device


Violation of this Addendum may be grounds for termination of Resident's tenancy pursuant to California law.

I acknowledge that I have read the foregoing Addendum and agree to abide by all terms and conditions stated herein.



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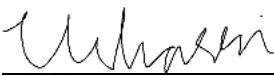
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(Agent for Property Owner)

Date



5/15/2023
04:36 PM PDT

Date

Ushasri Badinidi (Resident)

Date

FIRE SPRINKLER ADDENDUM

Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi**
Premises: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**

Fire sprinklers are widely recognized as the single most effective method for fighting the spread of fires in their early stages - before they can cause severe injury to people and damage to property.

When one fire sprinkler head goes off to fight a fire the entire sprinkler system does NOT activate. Sprinklers react to temperatures in individual rooms. Fire sprinklers are most effective during the fire's initial flame growth stage. A properly selected sprinkler will detect the fire's heat, initiate alarm and begin suppression within moments after flames appear. In most instances sprinklers will control fire advancement within a few minutes of their activation.

This will in turn result in significantly less damage than otherwise would happen without sprinklers.

Sprinklers function by thermal impact against their sensing elements. The presence of smoke alone will not cause activation without high heat. The chances of a fire sprinkler accidentally going off are extremely remote.

Tampering, covering, hanging objects from, or disturbing a sprinkler in any way is strictly forbidden and WILL result in activation. Please use extreme caution around sprinkler heads. Report any visible leaks or damage to management immediately.

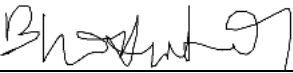
Refrain from having open flame sources directly beneath or near sprinklers. Do **NOT** use charcoal barbeque pits on your patio. Use gas grills, if permitted, or the grills provided around the community.

Pest control treatments for bed bugs may be charged back to Resident and may also include a fee of up to \$300/day for capping and protection of the fire sprinklers, along with the cost of the actual preparation and treatment, as permitted by law.

Damages due to sprinkler activation are Resident's financial responsibility. Alarm activations will result in emergency services being dispatched and require resetting of the fire and alarm systems, for which a charge to the Resident could result.

You may also be held responsible for damages to neighboring units and their belongings, damages to your own unit and resetting of the fire system.

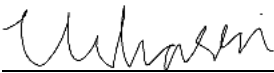
Please understand the importance of renters insurance. Fire sprinklers can provide discounts on insurance premiums.



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Fitness Studio Policies

Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi**
Premises: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**

Welcome!

To make everyone's workout a safe and enjoyable experience, please observe and follow the fitness studio policies. Failure to abide by these and any other posted policies may result in losing the privilege of using the fitness studio.

Please read, sign and date.


STUDIO POLICIES

- A maximum of **1 guest** per day, per unit is allowed. **YOU MUST ACCOMPANY YOUR GUEST.**
- You and your **guests** must bring a workout towel every time.
- For your safety, you must wear closed toed/closed heel shoes. No sandals.
- Appropriate exercise / work out clothing is required.
- Personal Training is not allowed at any time.
- Please **DO NOT DROP** the weights, and re rack them where they belong.
- Return all equipment to its original location.
- Please wipe down the equipment when finished.
- We are a "Fragrance Free" Fitness studio. Proper hygiene, including deodorant and clean workout clothing is required. Please no heavy perfumes or body sprays.

RELEASE

- Landlord strongly recommends that Resident and their Guests consult with and receive approval of a physician before beginning any exercise program.
- Resident acknowledges and understands that he/she is using the Fitness Studio at his/her own risk.
- In consideration of being allowed to participate in personal fitness assessments, training activities, classes and programs of the fitness studio, and to use its facilities, equipment and services, Resident expressly waives any claim of liability for personal or property injury or damages which occur to Resident or Resident's Guest(s). This waiver is intended to be a complete release of any responsibility for personal injury or property damage sustained by Resident or any Guest of Resident while on the Fitness Studio premises, whether using exercise equipment or not. Resident on behalf of him/her self and Guest(s) does hereby agree to forever waive, release, indemnify, hold harmless, defend(with counsel of Landlord entities' choice)and discharge the community and the Landlord, its principals, assigns, successors, subsidiary and related corporations, officers, agents, employees, independent contractors, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to Resident and/or Resident's Guest(s) person and/or property, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with Resident and/or Resident's Guest(s) participation in any activities, programs, classes or services, or use of the Fitness Studio, except as otherwise provided by law.

I have read, understand and agree to the above policies and release.




5/15/2023

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Bharath Kumar Maraka (Resident)

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Date

Costa Verde Developers LLC
8720 Costa Verde Blvd., San Diego, CA 92122
(858) 202-0626

GENERAL DISCLOSURE STATEMENT

Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi**

Premises: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**

The following disclosures are made by Landlord, **Costa Verde Developers LLC**, to Resident regarding the Premises and the community. This community is under construction or will be experiencing ongoing construction during your residency.

Move-in Date Subject to Change. Resident acknowledges that the projected move-in date may not be met due to construction and other delays. Resident shall take possible delays into consideration and make appropriate decisions and plans to protect Resident's interest. In the event of delay, Landlord shall not be liable to Resident and Resident's sole remedy will be a refund (within 21 days) of any holding deposit and/or security deposit previously paid to Landlord to hold said unit. The return of said holding deposit and/or security deposit will terminate any legal right Resident has to leasing said unit. Credit check fees WILL NOT be refunded.

****Resident Initials** BM UB

Construction Delays. Resident acknowledges that Owner is making every possible effort to ensure the unit is completely ready for move-in, however, due to incalculable and unforeseen delays, certain items may not be complete:

- ☐ Cable and internet services may not be operable upon move-in.
- ☐ Hallways/breezeways may not be complete upon move-in.
- ☐ Perimeter landscaping may not be installed or mature at time of move-in.
- ☐ Garages may not be ready for use upon move-in.
- ☐ Parking spaces may not be assigned at the time of move in, but will be assigned during the term of the tenancy at the community, subject to availability.
- ☐ Advertised amenities (clubhouse, pools, etc.,) may not be completed or accessible upon move in.
- ☐ Elevators require reservation prior to move in date. They MUST NOT BE propped open. This damages the elevator sensors and may result in a person or persons being trapped or intermittent service outages. Landlord will not be liable for any outages. Outages should be reported immediately to Management.

****Resident Initials** BM UB

Ongoing Construction. Resident is aware that this project is a phased project and Landlord reserves the right to continue construction of the project after Resident moves in. Resident acknowledges that such construction may result in increased noise, dust and other inconveniences resulting from the construction, including unforeseen interruption in utility services. Resident agrees that Landlord will not be liable for noise, dust, allergies, etc., and may wish to reconsider leasing the unit and living in an ongoing construction area.

Nails, construction materials, rocks, unfinished street and driveway areas, etc., are present in a construction area. Residents/guests/visitors choosing to reside in or visit the community understand that these types of materials are present, and will take all reasonable precautions to avoid injury. Damage to vehicles, personal property, and/or personal injury, will not be the responsibility of the Landlord.

****Resident Initials** BM UB

Construction Staging. Construction hours are from **7:00 a.m. to 7:00 p.m.**, however, contractors, vendors, workers, equipment, etc., may begin arriving at the site as early as **5:30 a.m.** Actual work and use of heavy equipment, etc., is not scheduled to begin until **7:00 a.m.** Work days include **Monday - Saturday** and certain holidays may be included.

****Resident Initials** BM UB

No Storage Before Move-In. Resident may not place personal property in the unit without prior written approval from the Landlord.

Satellite Dishes. Resident acknowledges that satellite dish installation is strictly limited to ONE dish and limited to their patio and balcony. The dish must be less than one meter (39 inches) in diameter. Resident will be required to ensure that the satellite dish is unobtrusive before installation and agrees that the dish will not be attached to building in any way, but will be supported as free standing within the confines of the patio area. Resident will be required to ensure that service for the dish is available at the particular unit location selected by Resident. Landlord will not be liable for lack of satellite signal to any location. Executed satellite addendums are required before installation is permitted and proof of at least \$300,000.00 liability (renter's insurance) is required to be provided to Landlord before installation.

****Resident Initials** BM UB

Site Plan. Resident is aware that facilities shown on the site plan are in approximate locations and a not to scale. Landlord makes no representations or warranties that the site plan is complete or the facility locations will not change.

Shrinkage Cracks in Concrete and Stucco. Resident is aware that, due to soil conditions and expansion, contraction, and shrinkage of concrete, cracks will appear in concrete walkways, driveways and slabs, in the case of subterranean parking, water may seep into these areas. In some cases, water, naturally present chemicals or otherwise may enter subterranean parking. Resident acknowledges that these facilities may not be free from water runoff that could possibly cause staining to automobile paint finishes. Landlord shall not be held liable for vehicle damages. Resident should refrain from parking in any area that is visibly leaking and report to management immediately. Resident is also aware that this unit is wood frame and stucco. Because of the drying process and due to expansion and contraction, cracks will also form in the stucco.

****Resident Initials** BM UB

Variations in Finish Construction. Resident is aware that, due to the nature of wood, variations in color, grains and texture will exist in cabinets. Resident is aware that the color to be used in Resident's unit may vary from the colors provided in

the models and that all lacquers and wood tend to yellow overtime, especially when exposed to direct sunlight.

Deviations From Model Units. Resident is aware that the production unit dimensions, closets and window sizes may vary from the model unit. Resident is aware that the model unit displays such items as special wall treatments, decorator columns, window trimmings, decorator furnishings, custom floor coverings, patios and landscaping that are excluded from the production units.

Renters Insurance. Landlord requires that each Resident procure insurance, which covers the contents of the unit in case of fire, flood, fire-sprinkler damage, natural disaster, etc. Personal property is not covered or reimbursed by Landlord.

****Resident Initials** BM UB

Parking and Garages. Resident acknowledges that the parking garage may not be ready for use upon move-in. Resident has been/may be assigned a parking space, and acknowledges that parking in any other than assigned space will result in cars being towed. Resident further acknowledges that all costs incurred will be the vehicle owner's responsibility and Resident will advise guests. Landlord is not responsible for other Residents calling towing companies if cars are parked in their assigned spaces. Resident acknowledges that it is Resident's responsibility to provide Landlord with license number, model and make of each vehicle.

Resident also acknowledges that there is a possibility of water seepage from garage construction that could result in calcium deposits on vehicles, resulting in permanent staining. Landlord is not responsible for damage to vehicles caused by vandalism or theft or water runoff onto vehicles. The garage floors may be treated with a substance which makes these areas slick/slippery. Please use caution.

****Resident Initials** BM UB

Resident acknowledges that they are aware that the standard height of the garage entrances will not accommodate moving type trucks and SEVERE damage to the building and or vehicles could occur. Resident will be held liable for all damages resulting from driving a moving type truck into these areas.

****Resident Initials** BM UB

Sound Transmission. Resident is aware and acknowledges that multi unit attached housing is subject to more sound transmission and noise intrusion than detached homes due to shared walls and floor/ceiling assemblies. Resident is aware that the location of specific corridors, stairwells, elevators, ventilation systems, shared walls and floor/ceilings may also contain plumbing lines, ventilation ducts and other equipment-related devices which can generate noise which will or could be audible.

Aircraft Noise. The community is located in an area with proximity to low-flying aircraft, associated noise, vibration and fumes that could interfere with the use and enjoyment of the community. Additionally, the commercial operations at these two locations could increase the level of air traffic noise. You are advised to check with appropriate authorities for further information.

****Resident Initials** BM UB

Noise Mitigation. While buildings meet average noise exposure standards from private and commercial aircraft operations, single event noise and vibration may, at times, be clearly audible, even inside units with closed doors and windows.

Excessive Moisture. Resident is aware mildew may form on the interior of Resident's unit unless there is adequate circulation, and that during severe weather conditions Resident may experience minor leaks around the sliding glass doors, windows, and roofs vents. Resident is aware that moisture may also result from landscape irrigation, heavy rain and/or soil placed against the foundation. Resident acknowledges that Resident is responsible for taking precautionary measures to prevent the build-up of moisture and mildew, such as using fans during showers, using fans when running washer and dryer and leaving windows slightly cracked when leaving the unit for long periods of time.

Earthquake Potential. Resident is aware that the project is built in an area that has potential for strong earthquakes. Resident is responsible to conduct Resident's own investigation regarding the potential for earthquakes, and procurement of any available earthquake insurance.

Rodent/Pest Potential. Resident hereby acknowledges that new construction may cause certain rodents or pests to inhabit various buildings and units. Landlord will make every attempt to eradicate rodents or pests prior to occupancy, but cannot guarantee complete elimination due to breeding patterns. Please keep attached garage doors, exterior doors, patio/balcony doors closed. Do not store food, trash or nesting type materials (sleeping bags, clothing, etc.) on the floors (raised shelving is best) in these areas.

****Resident Initials** BM UB

Radon Gas Potential. Radon is an invisible, odorless, radioactive gas produced by the decay of uranium in rocks and soil. High exposure to radon gas, like excessive exposure to radiation, has been known to cause certain forms of cancer. While research has shown that radon gas has not been a major problem in Southern California, Resident agrees to conduct Resident's own investigation.

Formaldehyde in Building Materials. Resident is aware that some materials used in construction at this project may contain formaldehyde. Exposure to formaldehyde can cause sensitive individuals to experience difficulties in breathing, nose bleeds, and irritation of the eyes, nose and throat and other symptoms. Resident agrees to conduct Resident's own investigation regarding the impact of formaldehyde on Resident's health.

No Promise Regarding Adjacent Views. Resident is aware that no representation has been made by Landlord regarding any "view" from Resident's unit or that any existing "view" will not be obstructed in the future by landscape growth or other public or private development.

Resident has been advised that The **San Diego Association of Governments** (abbreviated SANDAG) is constructing The Mid-Coast Trolley within the University City Community.

The planned construction includes (but is not limited to) the following:

Mid-Coast Trolley Construction


Construction activities along Genesee Avenue that include large drilling equipment and night time lighting are ongoing and will

continue through approximately 2021. The work includes but is not limited to restriping lanes, traffic control signage; lowering speed limits, shifting traffic to the outer lanes; construction of the viaduct, a bridge structure that will carry the trolley down the middle of Genesee Avenue; and detours for motorists, pedestrians and bicyclists. Works hours are Monday thru Friday from 7 a.m. to 5 p.m. and 9 p.m. to 5 p.m. Traffic controls will remain in place 24 hours a day. Residents are to heed all traffic signs; traffic flagger direction and use caution when traveling near the work area. The 24-hour construction hotline is (877) 379-0110, email midcoast@sandag.org. or visit KeepSanDiegoMoving.com/MidCoast.

There may be changes to the planned construction. The list above does not guarantee construction by any particular date or at all.

Resident agrees that the lease between the parties will be effective notwithstanding the construction, and any inconveniences associated with the construction will not create an offset to rental obligations, or be the basis for a complaint against Landlord, its agents, employees or assigns for rent relief, or any other claim, right, or remedy against Landlord, including constructive eviction.

No Employee or agent of Landlord has the authority to make any oral representation to Resident which contradicts or is inconsistent with the information contained in this Disclosure Statement. Except as specified by Resident in the lines below this paragraph, Resident acknowledges that no such representations have been made.




5/15/2023

04:53 PM PDT

Bharath Kumar Maraka (Resident)

Date




Signed by Joseph Gurfinkiel

Tue May 16 2023 01:09:08 PM PDT

Key: 8EDAB6D7; IP Address: 76.79.192.2

(Agent for Property Owner)

Date



5/15/2023

05:00 PM PDT

Ushasri Badinidi (Resident)


Date

INSTALLATION OF SATELLITE DISH

Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi**
Premises: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**
Following are the guidelines for satellite dish installation.

Satellite Dishes: Landlord will permit Resident to install a satellite dish for personal, private use at the unit under the following conditions:


- 1. The satellite dish must be one meter or less in diameter.
- 2. The satellite dish may only be installed in the Residence in areas within your exclusive control. Said satellite dish, or any part thereof, shall not extend beyond the balcony or patio railing.
- 3. Resident is specifically prohibited from making physical modifications to the Premises and is prohibited from installing said satellite dish in the common areas, including but not limited to, outside walls, roofs, window sills, common balconies, hallways or stairways.
- 4. Resident shall not install said satellite dish in a manner which causes physical or structural damage to the Premises or common areas, excluding ordinary wear and tear, including but not limited to, holes drilled through exterior walls or attached to the premises in any manner.
- 5. Resident shall install, maintain and remove said satellite dish in a manner which is consistent with industry standards and shall be liable for any damage or injury sustained as a result of the installation, maintenance or removal of said satellite dish.
- 6. Resident shall move the satellite dish at Resident's expense, upon Landlord's request, for Residence or Property maintenance of repairs.
- 7. Resident shall indemnify, defend and hold Landlord harmless for any damage or injury resulting from said installation, maintenance or removal of said satellite dish, including paying Landlord's attorney's fees and costs.
- 8. Resident shall obtain and at all times retain a liability insurance policy for said satellite dish. Resident shall provide proof of said insurance to the satisfaction of Landlord before said satellite dish is installed.
- 9. Resident is advised that allowable locations may not provide an optimal signal, or any signal. Landlord does not warrant that the unit will provide a suitable location for receiving a satellite signal.



5/15/2023

04:53 PM PDT


Bharath Kumar Maraka (Resident)Date



5/15/2023

05:00 PM PDT

Ushasri Badinidi (Resident)Date



Signed by Joseph Gurfinkiel

Tue May 16 2023 01:09:08 PM PDT

Key: 8EDAB6D7; IP Address: 76.79.192.2

(Agent for Property Owner)Date

MOISTURE CONTROL & MILDEW ADDENDUM

Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi**
Premises: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**

Mold and mildew are microscopic organisms found virtually everywhere in our environment, both indoors and outdoors which spread through the dispersal of airborne spores. When excess moisture is present inside a unit, mold and mildew can accumulate and grow. While most molds are not harmful to most people, if not addressed, accumulations of molds can lead to adverse health effects, such as allergy symptoms or respiratory problems in some people.

The best way to avoid problems with mold and mildew is to prevent excessive moisture build up in your Unit. Excess moisture can collect in your Unit from a wide variety of sources. Broken water lines or sprinklers, the accumulation of rainwater from roofs or windows, or plumbing leaks can all lead to water infiltration. Excess moisture, however, can also build up as a result of daily activities such as showering, laundering, cooking, and from watering plants.

Other factors such as poor air circulation, extreme differences in indoor and outdoor air temperatures, or failure to quickly clean up accumulated moisture can encourage mold growth. There are several measures that you can take to reduce moisture build up in your Unit and to discourage the growth of mold and mildew.

- 1. First, make sure your Unit is properly ventilated through operation of your HVAC system and/or by opening windows and doors. Proper air circulation will help prevent excess moisture build up in the more humid areas of your Unit.
- 2. Second, use the preinstalled fans in both your bathroom and laundry areas. In order to minimize the opportunity for moisture build up, start the fans before bathing or washing clothes, and allow them to continue to operate until after these activities are complete.
- 3. Third, wipe down any visible moisture accumulation on windows, walls, ceilings, or other surfaces promptly. This could be required daily.
- 4. Finally, promptly report any signs of water leakage or infiltration or any signs of excessive mold or mildew growth to the leasing office in writing.


A certain amount of mold exists indoors in every home. **Costa Verde Developers LLC** has inspected the Unit prior to your move in and knows of no wet or damp building materials, nor of any mold or mildew contamination. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- | | | |
|-----------|-----------|---|
| <u>BM</u> | <u>UB</u> | Resident agrees to maintain the Unit in a manner that prevents the occurrence of an infestation of mold or mildew in the Unit. |
| <u>BM</u> | <u>UB</u> | Resident agrees to keep the Unit free of dirt and debris that can harbor mold. |
| <u>BM</u> | <u>UB</u> | Resident agrees to report to the Landlord any water intrusion, plumbing leaks, drips, or sweating pipes. |
| <u>BM</u> | <u>UB</u> | Resident agrees to notify Landlord of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets. |
| <u>BM</u> | <u>UB</u> | Resident agrees to report to the Landlord any significant mold growth on surfaces inside the Unit. |
| <u>BM</u> | <u>UB</u> | Resident agrees to allow the Landlord to enter the Unit and make necessary repairs, to control mold growth, if requested by Landlord, or as otherwise allowed by law. |
| <u>BM</u> | <u>UB</u> | Landlord is not responsible for any condition about which Landlord is not aware. |
| <u>BM</u> | <u>UB</u> | Resident agrees to use all reasonable care to close all windows and other openings in the Unit to prevent outdoor water from penetrating into the interior of the Unit. |
| <u>BM</u> | <u>UB</u> | Resident agrees to notify the Landlord of any problems with the air conditioning or heating systems that are discovered by the Resident. |
| <u>BM</u> | <u>UB</u> | Resident agrees to refrain from using moisture desiccant products for controlling humidity, or fragrant candles, as both products can result in moisture amplification on surfaces within the Premises. |
| <u>BM</u> | <u>UB</u> | Resident will not keep an excessive number of house plants, will not keep a fish tank (or water-filled container), and will refrain from storing personal property or stacking personal property against walls in the Premises in a manner that prevents regular air ventilation and circulation. |

Resident agrees, upon Landlord's request, to temporarily vacate the Premises for the duration of Landlord's testing/inspection, repairs or remediation. Resident will cooperate with Landlord and comply with all instructions necessary to prepare the Premises for testing/inspection, repair or remediation, and Resident's temporarily vacating the Premises. During any such period of Resident's temporarily vacating the Premises, Resident will allow the Landlord to secure the Premises from any third party entry (including Resident) to ensure safety and prevent interference with Landlord or vendor work in the Premises.

Furthermore, during any such period Resident is required to temporarily vacate the Premises and where management is not able to provide accommodations at the Community, Resident shall solely be entitled to an abatement of rent equal to the per diem rent for the period that Resident is required to temporarily vacate the premises, provided: i) Resident must vacate for more than 12 hours, ii) Resident did not cause or exacerbate the condition requiring Resident to temporarily vacate, and iii) Landlord does not provide Resident with alternate housing. Resident will return to the Premises (and vacate and return possession of any Landlord-provided alternate housing, if applicable) upon 24 hours' advance notice from Landlord that the Premises is available for Resident's return.

To the fullest extent permitted by law, Resident agrees to indemnify, defend (with counsel of Landlord's choosing) and hold harmless the Landlord from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees, that the Landlord may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the Unit.




5/15/2023

04:54 PM PDT

Bharath Kumar Maraka (Resident)

Date




5/15/2023

05:01 PM PDT

Ushasri Badinidi (Resident)

Date



Signed by Joseph Gurfinkiel

Tue May 16 2023 01:09:08 PM PDT

Key: 8EDAB6D7; IP Address: 76.79.192.2

(Agent for Property Owner)

Date

RESIDENT MOVE-IN TERMS CHECK-IN LIST

Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi**
Premises: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**

By initialing each item I agree that I have been informed and understand the policies set forth by **Costa Verde Developers LLC**. I agree to withhold all legal obligations as outlined in the documents that I have signed.

1. I understand that I must connect all related utilities (electricity, gas, etc.) seven (7) days PRIOR to move in. Active account numbers are required to be provided to management prior to keys being released for the unit.

BM UB

2. I understand that rent not received by the 2nd calendar day of each month by 5pm will be assessed a \$12.50 late fee on any outstanding balance. Rent is delivered to the leasing office or mailed with a voucher to the address listed on the voucher each month and must be received no later than 1st day of the month. If you do not receive a voucher, you are still obligated to pay rent and must deliver it to the rental office no later the 1st day of the month. Rent drop boxes are available at each location for your convenience. Office hours are weekdays 9:30am-5pm; weekends 10am-5pm.

BM UB

3. If any rent check is returned unpaid by my bank, I will be responsible for the **\$12.50** late fee and a **\$25.00** returned check fee. I understand that I must replace the funds with a cashier's check or money order only. If a second check is returned unpaid by my bank, the returned check fee increases to **\$35.00**. If more than 2 checks are returned by my bank in a twelve (12) month period I must make all future payments by cashier's check or money order only. No personal checks will be permitted.

BM UB

4. I agree that I am responsible for payment of the water, hot water, sewer and trash bill. The cost is determined by the number of residents occupying the apartment. Any delinquent billing will be considered unpaid rent and charged to the rental account.

BM UB

5. I have been informed that the owner's insurance does NOT cover my personal belongings in the event of fire, flood, theft, vandalism or natural disaster. I agree to purchase renters insurance to cover the cost of damages to my personal belongings and any related costs.

BM UB

6. I agree that only vehicles registered with **Costa Verde Developers LLC**. are allowed to park on the premises. It is my responsibility to inform my guests of the parking rules. If I or my guests park in a fire lane, handicap space (without a valid placard or plate), walkway, or in front of a dumpster, the vehicle will be towed. The vehicle owner will not be reimbursed by **Costa Verde Developers LLC**. for any towing fees or damages incurred.

BM UB

7. I understand that if I wish to move out upon completion of the lease I must give Landlord at least thirty (30) days written notice. Rent will be due through the lease expiration date.

BM UB

8. I agree that if I cancel my lease PRIOR to its expiration date, I agree to be held responsible for rent payment until such a time that the unit is re-rented, up to the day before it is occupied, or until my lease end date, which ever is earlier.


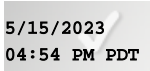
BM UB


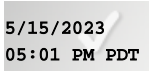
9. All residents must register their vehicle on or before move-in day. There is a maximum of (2) permits per unit. You may register online at www.gardencommunitiesca.com. Residents will be required to provide confirmation number at move in.


BM UB

10. I understand that I may only park registered and operable vehicles in assigned parking spaces on the premises. It is my responsibility to inform my guests of the parking rules and regulations. If I or my guests park in a fire lane, disabled space (without a valid placard or plate), walkway, or in front of dumpster or loading zone, the vehicle will be towed at the vehicle owner's expense. The Landlord reserves the right to refuse parking or access at any time and may change parking space assignments at any time with a 5 day written notice.

BM UB

 
Bharath Kumar Maraka (Resident) Date

 
Ushasri Badinidi (Resident) Date

 **Signed by Joseph Gurfinkiel**
Tue May 16 2023 01:09:08 PM PDT
Key: 8EDAB6D7; IP Address: 76.79.192.2
(Agent for Property Owner) Date

8720 Costa Verde Blvd.
San Diego CA 92122
(858) 202-0626

PACKAGE RELEASE ADDENDUM

Resident(s): Bharath Kumar Maraka and Ushasri Badinidi

Unit: 8510 Costa Verde Blvd. #2127, San Diego, CA 92122

As a courtesy to our Residents, packages will be accepted for the Residents (Lessees ONLY) at the leasing office. All packages will be held in the office for a period not to exceed **10 day maximum**. If you do not wish to have your packages delivered to the office it is your responsibility to notify the delivery company of that request.

When picking up packages a valid photo I.D. is required, packages cannot be released to anyone other than the addressee of the package without written release on file. The office will not notify residents of package delivery; it is the responsibility of the delivery company.


By signing below, you indicate that you understand that neither the Leasing Office nor **Costa Verde Developers LLC** has any liability for packages that are not accepted. We are not responsible for lost, stolen, damaged items or items returned after the **10 day maximum** holding period. Landlord may discontinue this courtesy service at any time, with or without notice to Resident, and with or without cause. To the greatest extent allowed by law, parcel acceptance and management is at the sole risk of Resident and Resident agrees to assume all risk of harm, and waives all claims against Landlord and Landlord's principals, assigns, successors, subsidiary and related corporations, officers, agents, employees, independent contractors, representatives (hereinafter "Landlord's parties") resulting from acceptance or non-acceptance of mail and packages. Resident agrees to defend (with counsel of Landlord's choice), indemnify and hold Landlord and Landlord's parties harmless from any and all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses (including reasonable attorney's fees), suits, or actions relating to or resulting from Landlord's acceptance, non-acceptance and management of mail and packages.

Parcel Delivery Lockers. As a courtesy to residents, Landlord provides parcel delivery lockers ("Lockers") at the Property. Resident and permitted occupants may use the Lockers to receive deliveries from licensed parcel carriers (including, but not limited to, United Parcel Service, Federal Express, and DHL) and for over-sized USPS mail (provided that the carriers and USPS elect to utilize the Lockers). To use the Lockers, Resident must register and create an account with the Locker vendor. The current Locker vendor is Parcel Pending (website: parcelpending.com). Landlord reserves the right to change the Locker vendor with 30 days' notice to Resident. Resident must agree to the terms of use of the Lockers of both Landlord and the Locker vendor (as expressed in this Addendum and on the Locker vendor's website) before utilizing the Lockers. Landlord and the Locker vendor may modify or update the terms of use at any time in Landlord's or the Locker vendor's sole discretion. Fees may be charged for use of the Lockers. Landlord may remove the Lockers, or prohibit or restrict Resident's and Resident's authorized occupants' use of the Lockers at any time, with or without notice, and with or without cause.

Use and Authorized Users. Resident and Resident's authorized occupants will use the Mailbox and Lockers solely for legal purposes and in accordance with federal, state, and local laws. Lockers may be used only by residents and authorized occupants of the Property during their tenancy at the Property. Lockers may not be used by non-residents or guests. Resident will not allow any party other than Resident and Resident's authorized occupants to use the Mailbox or Lockers, nor will Resident accept delivery of any item to the Mailbox or Lockers on behalf of any third party.

Release and Indemnity. Lockers are provided by Landlord as a courtesy, without any obligation or liability by Landlord or Landlord's affiliates, employees or agents ("Landlord Parties"). To the greatest extent allowed by law, use of Lockers is at the sole risk of Resident and authorized occupants, and Resident agrees to assume all risk of harm, and waive all claims against Landlord and the Landlord Parties, resulting from use of the Lockers, even if caused by the passive or active negligence of Landlord or Landlord Parties. Resident agrees to defend, with counsel of Landlord's choice, indemnify and hold Landlord and Landlord Parties harmless from any liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses (including reasonable attorneys' fees), suits, or actions relating to or resulting from Resident's or Resident's authorized occupants' use of the Lockers. Landlord is not responsible for the action or inaction of the Locker vendor.


I have read and understand the package release addendum and agree to the terms. This authorization will remain in effect until Resident notifies Landlord in writing that Resident has withdrawn authorization.



5/15/2023
04:54 PM PDT

Bharath Kumar Maraka (Resident)


Date



5/15/2023
05:01 PM PDT

Ushasri Badinidi (Resident)

Date



Signed by Joseph Gurfinkiel
Tue May 16 2023 01:09:08 PM PDT
Key: 8EDAB6D7; IP Address: 76.79.192.2

(Owner, or Landlord, as Authorized Agent)

Date

PARKING RULES AND REGULATIONS

Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi**

Premises: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**

Service

Garden Communities is responsible for managing the property vehicle registration database and addressing parking registration concerns. **Allstate Security Services** is responsible for the parking enforcement at your community. These rules/regulations have been designed to provide safety and maintain control of the parking within your community.

24 Hour Dispatch Center

For parking related issues, please do not contact your leasing office. All after hours parking issues should be directed to the **Garden Communities** 24-hour Dispatch at **888-247-3655**. You may also follow up with **Garden Communities** at parking@gardencommunitiesca.com.

Parking/ Vehicle Registration

Registering your vehicle can be completed 24/7 over the web at www.gardencommunitiesca.com. Simply follow these step-by-step instructions to register your vehicle(s) at no charge. You may email parking@gardencommunitiesca.com to update your vehicle information, i.e., buy a new vehicle or a change in license plates. Please note that it is YOUR responsibility to register your vehicle(s) prior to move in OR if you buy or sell a new vehicle. **Failure to not registering your vehicle(s) or updating vehicle information, will be subject to citations, and/ or tow.**

1. Log onto www.gardencommunitiesca.com
2. Click the "Resident Menu" option located on the right navigation bar
3. Click the "Register Your Vehicle" icon
4. Select "Register Vehicle" once you have reached the reporting website
5. Enter the requested information to complete the vehicle registration process

Rules and Regulations

Any vehicle in violation of the following will be subject to citations, immobilization and/or tow:

1. Each unit may register up to (2) vehicles without Landlord approval.
2. All vehicle registrations are contingent upon Landlord approval and the registered vehicle owner's name must match Resident's name listed on the Lease Agreement.
3. All Resident vehicles parked within the Community must be legally registered and registered to your **Garden Communities** property.
4. No vehicle may be parked for any period of time in: a) fire lanes; b) no parking zones; and/or c) areas not designated for parking. All vehicles must park in properly marked parking spaces. These spaces are enforced 24-hours, 7 days-a-week.
5. No vehicle may park in any designated DISABLED parking space without a valid, properly displayed Disable placard/license plate. (CVC 22511 seq.) DISABLED parking is enforced 24-hours, 7 days-a-week.
6. No vehicle may park in any designated EMPLOYEE or "No Parking" 24/7 parking spaces, other than Landlord and Landlord's agents. EMPLOYEE parking spaces are enforced 24-hours, 7 days-a-week.
7. No vehicle may park or stop in any 20 minutes time zones for more than the posted time limit. All time zone spaces are enforced 24-hours, 7 days-a-week.
8. No residents are allowed to park in any Future Resident spaces. Guests may park in these spaces between the hours of 6:00pm to 8:00am or times posted. Failure to relocate your vehicle outside of this timeframe will result in citation and tow.
9. GUESTS are NOT allowed to park within gated areas or other resident parking spaces, including marked OVERFLOW spaces. Residents are responsible for informing their GUESTS of the Community Parking Rules. **Garden Communities** registered vehicles are prohibited to park in Guest Parking, these spaces are designed for guest parking only. Vehicles parked in Guest spaces are subject to citation and tow after 72hrs of non-movement.
10. Vehicles parked in OVERFLOW spaces are subject to citation and tow after 72hrs of non-movement.
11. No car washing, repairs or maintenance of vehicles are allowed in the Community. The Resident will be billed for all maintenance, administrative or other associated costs to clean or repair the area.
12. All vehicles parked within the Community must display current motor vehicle registration tags. All vehicles must be in good operational condition and must remain clean at all times. Vehicles may not be stored in the Community.
13. Vehicles parking in ELECTRIC VEHICLE CHARGING stations must be electrical charged vehicles. Non-EV vehicles parked in designate EV stalls are subject to citation and tow.
14. Individuals park on the property at their own risk. **PLEASE LOCK YOUR VEHICLE AND REMOVE ALL VALUABLES.** Neither **Garden Communities** nor **Allstate Security Services** shall be liable for any loss of or damage to, property of individuals, including vehicles or the contents therein, which may result from the use of parking services or facilities. No bailment is intended or created. Parking in the reserved parking areas is by permit only.
15. **Garden Communities** registered vehicles are not transferable to another property and are valid only for the vehicle to which it is originally assigned. New vehicles that need to be registered must be reported promptly to parking@gardencommunitiesca.com.
16. Failure to obey the parking rules and regulations can result in the revocation of registration and parking privileges.
17. Additional rules and terms may be found on signs posted at the parking facilities or requested from parking@gardencommunitiesca.com.
18. All 'moving' type trucks (U-Haul, Ryder, budget, etc.) EXCEED clearance heights at entrances to parking garages/carport facilities. Do NOT attempt to enter these areas as severe damage may occur to the building and your rental truck. Resident will be held financially responsible for the actual cost of repair/replacement and labor for any damages resulting in the use of moving truck. Trucks entering or blocking fire lanes or incoming/exiting traffic may be towed at the vehicle owner's expense without warning.
19. Resident is URGED to secure automobile insurance (in accordance with California law) to cover loss or damage due to vandalism, theft, fire, smoke, natural disaster, water damage, leakage, flooding and the like.
20. Do not park in subterranean parking areas that are leaking - report leaks to Landlord immediately. Landlord is not liable for

damages to vehicles due to leaks.


21. Non-registered vehicles reported in resident spaces will be cited and subject to immediate tow. Non-registered vehicles reported in non-assigned resident spaces will be cited and subject to tow.

22. Any vehicles found to be leaking fluids in any parking space will result in cleaning charges charged back to resident.

All Tow's are at vehicle owner's expense. If vehicle is towed, please contact **Western Towing** at **619-297-8697**.

Additional Information

If you have any questions or inquiries, please do not hesitate to contact **Garden Communities** at parking@gardencommunitiesca.com.




5/15/2023

04:54 PM PDT

Bharath Kumar Maraka (Resident)

Date




5/15/2023

05:01 PM PDT

Ushasri Badinidi (Resident)

Date



Signed by Joseph Gurfinkiel

Tue May 16 2023 01:09:08 PM PDT

Key: 8EDAB6D7; IP Address: 76.79.192.2

(Agent for Property Owner)

Date

PESTICIDE DISCLOSURE

Resident(s): **Bharath Kumar Maraka and Ushasri Badinidi**
Premises: **8510 Costa Verde Blvd. #2127, San Diego, CA 92122**
Pest Control Company: **Round the Clock**
Address: **18345 Sierra Hwy #53; Santa Clarita, CA 91351**
Telephone Number: **1-877-896-7378**
Fax Number:

Landlord has contracted with a registered structural pest control company to provide pest control services to the Unit periodically. Resident acknowledges receiving a written notice regarding pesticides used on/around/inside the unit as provided for under Business and Professions Code §8538 and California Civil Code §1940.8.

Orthene PCO 11	Glue Traps	Max Force Ant Granules
Diazinon 5 Granules	Nylar Carpet Spray	Dusban Pro
Max Force Roach Bait Gel	Catalyst	Contrae Blox
Delta Dust	Max Force Ant Traps	

State law requires that you be given the following information.

CAUTION - PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operations are licensed and regulated by the Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation 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 California Department of Pesticide Regulation and the United States Environmental Protection Agency allow the unlicensed use of certain pesticides based on existing scientific evidence that 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 on the degree of exposure so exposure should be minimized. If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (800-222-1222) and if the pesticide was applied by a pest control company, also contact your pest control operator immediately.

*(This statement shall be modified to include any other symptoms of overexposure which are not typical of influenza, based on the pesticide applied.)

For further information contact any of the following: Your pest control operator:

Pest Control Company Name: **Round the Clock**
Telephone Number: **1-877-896-7378**

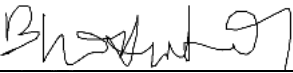
For Health questions--County Health Department (858)694-3900, for Application information--The County Agriculture Commissioner (858)694-2739 and for Regulation Information--The Structural Pest Control Board (916) 561-8700.
(Revised July 2016).

PESTICIDE DISCLOSURE NOTICE: California Law (8538 Business and Professions Code and 1940.4 California Code of Regulations) requires that we provide you with pesticide disclosure notice and the following chemical information prior to our initial pest control service. Property Managers, please notify your residents that there will be ongoing pest control performed on the exterior common areas. If an interior is treated, we will leave a copy of the pesticide disclosure notice inside the unit for the resident.

CHEMICAL INFORMATION AND APPLICATION RATES PER EPA LABEL INSTRUCTIONS:

Talstar CA Granules = 2% Bifenthrin, EPA-279-3166
Borid Dust = 99% Boric Acid, EPA-9444-129
Tempo Wettable Powder = .2% Cyfluthrin, EPA-3125,380
Advance = .011 Abamectin B1, EPA-499-370
Contrac Rodent Bait = .005% Bromadiolone, EPA-12455-79
CB-80 = .5% Pyrethrins, EPA-9444-175
Deadline Snail Bait = 4% Metaldehyde, EPA-64864-2
Gopher Getter = .5% Strychnine alkaloid, EPA-36029-7
Niban = .5% Orthoboric Acid, EPA-64405-2
Wasp Freeze = .129% Allethrin, EPA-499-362
Phantom = .25% Chlorfenapyr, EPA-241-392
Avitrol = .5% 4-Aminopyridine, EPA-11649-4
Deltagard = .1% Deltamethrin, EPA-432-836
Suspend SC = .06% Deltamethrin, EPA-432-763
Delta Dust = .05% Deltamethrin, EPA-432-772
Durham Snail Bait = 3% Metaldehyde, EPA-5481-91
Avert = .05% Abemectin B1, EPA-499-410
ZP Rodent Bait = 2% Zinc Phosphide, EPA-12455-17
Fumitoxin = 55% Aluminum Phosphide, EPA-5857-1
Maxforce = 1% Hydramethylnon, EPA-64248-19
Purge III = .975% Pyrethrins, EPA-9444-033
Termidor = .125% Fipronil, EPA-432-901
Demand CS = .06% Lambda-Cyhalothrin, EPA-100-1066
Precor 2000 = .085% (S)-Methoprene, .350%Permethrin, .300% Phenothrin, 2%N-Octyl bicycloheptene dicarboximide, 1.4% Piperonyl butoxide, EPA 2724-490


I HAVE RECEIVED A COPY OF THIS DISCLOSURE.



5/15/2023
04:55 PM PDT

Bharath Kumar Maraka (Resident)

Date



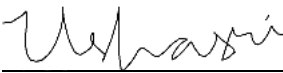
Signed by Joseph Gurfinkiel

Tue May 16 2023 01:09:08 PM PDT

Key: 8EDAB6D7; IP Address: 76.79.192.2

(Agent for Property Owner)

Date



5/15/2023
05:02 PM PDT

Ushasri Badinidi (Resident)

Date

PHOTO RELEASE ADDENDUM


This Addendum ("Addendum") is made part of the Residential Lease/Rental Agreement ("Agreement") dated **May 21, 2023**, between **Bharath Kumar Maraka and Ushasri Badinidi** ("Resident" and "you") and **Costa Verde Developers LLC** ("Landlord" and "us") for the unit at **8510 Costa Verde Blvd. #2127, San Diego, CA 92122** (the "Residence"). To the extent that this Addendum conflicts with the Agreement, this Addendum will prevail.

Landlord maintains an online presence through its website and social media. This online presence includes, but is not limited to, displaying images taken in common areas of the Property, including (but not limited to) images taken at community events organized by Landlord.

From time to time, Landlord will have its personnel or independent contractors capture still (photo) and moving (video) images at events and/or in Property common areas. Resident gives permission to Landlord (and the Landlord Parties) to use the photograph, images or other likenesses and names of Resident and Occupants in printed or online publications, website, social media and other marketing materials of Landlord and Landlord's Parties.

☒ I, **Bharath Kumar Maraka**, would like to decline permission.


☒ I, **Ushasri Badinidi**, would like to decline permission.



5/15/2023

04:55 PM PDT


Bharath Kumar Maraka (Resident)Date



5/15/2023

05:02 PM PDT

Ushasri Badinidi (Resident)Date



Signed by Joseph Gurfinkiel

Tue May 16 2023 01:09:08 PM PDT

Key: 8EDAB6D7; IP Address: 76.79.192.2

(Agent for Property Owner)Date


Costa Verde Developers LLC
8720 Costa Verde Blvd., San Diego, CA 92122
(858) 202-0626

PROPOSITION 65 NOTICE

Resident(s): Bharath Kumar Maraka and Ushasri Badinidi
Premises: 8510 Costa Verde Blvd. #2127, San Diego, CA 92122

WARNING: Asbestos is a chemical known to the state of California to cause cancer. For more information go to www.P65Warnings.ca.gov.


PROPOSITION 65 WARNING: YOU MAY BE EXPOSED AT THE PROPERTY TO CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS, AND OTHER REPRODUCTIVE HARM. THESE CHEMICALS MAY BE CONTAINED IN EMISSIONS AND FUMES FROM BUILDING MATERIALS, PRODUCTS AND MATERIALS USED TO MAINTAIN THE PROPERTY, AND EMISSIONS, FUMES, AND SMOKE FROM RESIDENT AND GUEST ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE USE OF MOTOR VEHICLES, BARBECUES, AND TOBACCO PRODUCTS. THESE CHEMICALS MAY INCLUDE, BUT ARE NOT LIMITED TO CARBON MONOXIDE, FORMALDEHYDE, TOBACCO SMOKE, NICOTINE, GASOLINE AND DIESEL ENGINE EXHAUST, SOOTS, TARS, AND MINERAL OILS. FOR MORE INFORMATION GO TO WWW.P65WARNINGS.CA.GOV, WWW.P65WARNINGS.CA.GOV/PLACES/ENCLOSED-PARKING-FACILITIES (IF THE PROPERTY HAS AN ENCLOSED GARAGE) AND WWW.P65WARNINGS.CA.GOV/PLACES/DESIGNATED-SMOKING-AREAS (IF SMOKING IS PERMITTED ON THE PROPERTY).



5/15/2023

04:55 PM PDT

Bharath Kumar Maraka (Resident)Date




Signed by Joseph Gurfinkiel

Tue May 16 2023 01:09:08 PM PDT

Key: 8EDAB6D7; IP Address: 76.79.192.2

(Agent for Property Owner)Date



5/15/2023

05:02 PM PDT

Ushasri Badinidi (Resident)Date

UTILITY ADDENDUM

This Utility Addendum ("Addendum") is incorporated into the Residential Lease/Rental Agreement ("Agreement") dated **May 15, 2023** between **Costa Verde Developers LLC**, Landlord, and **Bharath Kumar Maraka and Ushasri Badinidi**, Resident, for the property at **8510 Costa Verde Blvd. #2127, San Diego, CA 92122** (the "Premises") in the **Costa Verde Developers LLC** community ("Community").

- 1. This Addendum ☒ supplements ☐ replaces paragraph **8** of the Agreement.
- 2. Information about utilities is indicated below.

Utility/ Service	Utility's Customer of Record	Charged to Resident?	Calculation Method for Charges to Resident	Common Areas
Gas	<input type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> See separate Submetered Water Addendum <input type="checkbox"/> None - Landlord expense <input checked="" type="checkbox"/> Formula <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input checked="" type="checkbox"/> Factored occupancy method <input type="checkbox"/> Dividing the bill equally among all occupied units in the Community <input type="checkbox"/> Dividing the bill equally among all units in the Community	<input type="checkbox"/> Are separately metered and are not charged to Resident <input checked="" type="checkbox"/> Are not separately metered <input type="checkbox"/> Charges to be divided among residents includes common area water charges <input checked="" type="checkbox"/> A deduction of 30% for estimated common area charges is made before calculating Resident's bill
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> See separate Submetered Water Addendum <input type="checkbox"/> None - Landlord expense <input checked="" type="checkbox"/> Formula <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input checked="" type="checkbox"/> Factored occupancy method <input type="checkbox"/> Dividing the bill equally among all occupied units in the Community <input type="checkbox"/> Dividing the bill equally among all units in the Community	<input type="checkbox"/> Are billed separately to the property owner and are not charged to Resident <input checked="" type="checkbox"/> Are not billed separately <input type="checkbox"/> Charges to be divided among residents includes common area sewer costs <input checked="" type="checkbox"/> A deduction of 30% for estimated common area charges is made before calculating Resident's bill
Trash/Recycling	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> None - Landlord expense <input checked="" type="checkbox"/> Formula <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Factored occupancy method <input checked="" type="checkbox"/> Dividing the bill equally among all occupied units in the Community <input type="checkbox"/> Dividing the bill equally among all units in the Community	<input type="checkbox"/> Are separately metered and are not charged to Resident <input checked="" type="checkbox"/> Are not billed separately <input checked="" type="checkbox"/> Charges to be divided among residents includes the cost to dispose of trash and recycling generated in the common areas <input type="checkbox"/> A deduction of _____ % for estimated common area charges is made before calculating Resident's bill estimated and deducted before calculating Resident's bill
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month for 0 /as specified in the attached schedule of fees, subject to change with 30 days notice <input type="checkbox"/> None - Landlord expense	
Organic Waste Recycling	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> None - Landlord expense <input checked="" type="checkbox"/> Formula <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Factored occupancy method <input checked="" type="checkbox"/> Dividing the bill equally among all occupied units in the Community <input type="checkbox"/> Dividing the bill equally among all units in the Community	<input type="checkbox"/> Are separately metered and are not charged to Resident <input checked="" type="checkbox"/> Are not billed separately <input checked="" type="checkbox"/> Charges to be divided among residents includes the cost to dispose of trash and recycling generated in the common areas <input type="checkbox"/> A deduction of _____ % for estimated common area charges is made before calculating Resident's bill estimated and deducted before calculating Resident's bill

- 3. **Resident Utility Obligations.** Resident agrees to pay for all utilities that are consumed within the Premises as being Resident's obligation, beginning on the date of delivery of possession until Landlord reacquires possession of the Premises. If Resident breaches the Agreement by vacating the Premises before the end of the term, Resident will also be responsible for utilities until the earlier of (1) the end of the term, or (2) until the Premises is re-rented.
- 4. **Direct Billing from Utility.** For the utilities indicated above as being billed directly to Resident, as of the move-in date Resident will obtain service in his/her own name by contracting directly with the utility provider. Failure to make necessary arrangements for Resident's utility service may result in an interruption of services and Resident's failure to transfer utility services to Resident's name may be, at Landlord's discretion, considered a material breach of this agreement and will permit Landlord to terminate the rental agreement. Resident agrees that if Landlord is billed for utility services which are Resident's responsibility, Resident will repay the Landlord for the charges incurred within **5** days of invoice. **Resident will also be subject to an additional charge of \$10.00 for each billing cycle during which Resident has failed to become the customer of record with the utility. This fee consists of the expenses incurred by Landlord to communicate with the utility provider and/or Resident regarding the utilities and the lost investment value of funds required to be advanced on Resident's behalf to pay utilities for which Resident is responsible. It is agreed between the parties that these expenses, though acknowledged to exist, are difficult to ascertain and that the additional charge is a reasonable estimate of their actual amount.**

5. Resident Not the Direct Customer of Record. The following provisions apply to utilities which are Resident's responsibility, but of which Landlord is the utility's customer of record.

A. Submetered Utilities. Billings based on submeter readings (if any) will itemize the beginning and ending meter readings, the rate charged to Resident, and all categories of information that appear within the utility's standard billing format to the Landlord. Billing amounts based on submeter readings will be determined by:

☐ Dividing the total fixed charges equally among the total number of submetered consumers which do not receive a separate master bill, plus adding Resident's share (determined from the submeter readings) of the variable charges at the same rate charged in the master bill.

☐ Dividing the total master bill according to submeter readings.

If the Premises are submetered, Resident agrees to allow Landlord, or a billing service provider designated by Landlord, access to the Premises in order to install, repair, remove and read submeters. If the Premises is located in the City of San Diego, all submeter billing will be in compliance with Chapter 6, Article 7, Division 6, Sections 67.0601 through 67.0608 of the San Diego Municipal Code.

B. Formula Billing Used. If formula billing is used, the specific formula used is indicated above. Details about formulas are below.

☐ **Square footage:** For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of the Premises as compared to the total square footage of all occupied units within the Community.

☐ Resident's share is calculated using an **Authorized Occupant** formula that compares the number of authorized occupants residing in the Premises as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in the Premises are identified in the Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

☐ **Dividing the bill equally among all occupied units in the Community.**

☐ **Dividing the bill equally among all units in the Community.**

☒ Resident's share is calculated using an Factored Occupancy formula that compares the "factored occupancy" figure for the number of authorized occupants residing in the Premises as compared to the total "factored occupancy" figure for all authorized occupants in all units in the complex as of the first day of the month. Factored occupancy is based on the premise that multiple people in a single unit may use less utilities than the same number of single people living in separate units. It applies a ratio to the number of occupants as follows:

- 1 person = Factored occupancy of 1
- 2 people = Factored occupancy of 1.6
- 3 people = Factored occupancy of 1.9
- 4 people = Factored occupancy of 2.2
- 5 people = Factored occupancy of 2.5

Resident represents that all occupants that will reside in the Premises are identified in the Agreement. Resident agrees to immediately notify Landlord at any change in the number of occupants.

If more than one formula method is indicated for a utility, then Landlord calculates each resident's share using each indicated formula, and the weight given to each formula is specified.

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. However, if during the tenancy Landlord believes that Resident's utility consumption is disproportionate to the charge to Resident as specified above, Landlord reserves the right to modify the method used to charge Resident, in Landlord's reasonable discretion.

C. Water and Sewer Charges: If formula methods are used to calculate Resident's share for water or sewer, all water and sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water and sewer related charges contained on tax bills, (including, but not limited to, stormwater, drainage, clean water fees, flood control, availability, standby, fire line and infrastructure charges), bills from other entities, and all charges contained on the local provider's bills to Landlord.

☒ *(If checked)* **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

Common Area Deduction % for Hot Water: **25%**

D. Trash and Recycling Charges. To calculate Resident's share for trash/recycling charges, all trash and recycling related charges assessed to Landlord may be used to calculate the amount charged to each Resident. These may include (but are not limited to), trash/recycling related charges contained on tax bills, and all charges contained on bills received from the local trash/recycling providers. **Trash and recycling charges include the cost to Landlord (of Property Management employees or vendors) to collect trash and recycling bins from enclosures, cleaning the grounds of trash, recycling and animal waste, compacting the trash, and return the bins to enclosures.**

E. ☒ (If checked) Utility Billing Service: Landlord currently uses the services of **Conservice** ("Utility Billing Company") bills for **Water, Sewer, Trash, and Hot Water Energy**. Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be given notice by Landlord. The Utility Billing Company is not the utility provider.

☐ *(If checked)* **Landlord Billing.** Landlord bills utilities to Resident. All amounts due Landlord are payable to **Costa Verde Developers LLC, 8720 Costa Verde Blvd., San Diego, CA 92122, (858) 202-0626**. Payment must be made by:

☒ **Money Order** ☒ **Cashiers Check** ☒ **Personal Check** Resident will pay Landlord **\$25.00** for the first check not honored for payment and **\$35.00** for any subsequent check not honored for payment. No personal checks will be accepted from Resident after Landlord has received **2** NSF checks from Resident. The normal hours available to make payments in person are from **10:00 a.m- 5:00 p.m.**, on all non-holiday **Monday-Friday**. *A twenty-four hour, seven days a week rent payment drop box is available at the address above.*

- F. Utility Billing Statements.** Resident will receive monthly billing statements. Residents will generally receive bills approximately **15 days** after the last day in the billing cycle (i.e. utilities consumed in January will be billing on approximately **February 15th**). Billing statements are payable within **14** days of the statement date. The due date for rent and the due date for utility charges may not coincide. Failure of the Resident to pay the utility charges by their due date will be considered a material breach of the rental agreement and grounds for termination of the tenancy. Utility billings will be prorated as necessary.
- G. Payment from Security Deposit.** Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Landlord reacquires possession of the Premises, may be deducted from Resident's security deposit. If actual amounts have not been determined before Landlord provides Resident with an accounting of Resident's security deposit, Landlord may estimate the amount based on prior consumption until actual numbers become available.
- H. Monthly Service Charge.** Resident's billing statement will include a monthly service charge of **\$3.75**. The service charge represents the reasonable value of services provided by Landlord or the utility billing company to allocate the utility costs to the responsible parties, provide billing to Resident, and process payments. The monthly service charge is subject to change upon sixty days' written notice of increase sent by first class mail to the Premises.
- I. Late Fees, Interest, and Collection Costs.** Utilities that are not paid in a timely fashion are subject to a utility late fee of **\$7.00** plus interest at the maximum amount allowed by law. It is agreed that the late charge is a fair and reasonable estimate of actual expenses incurred by Landlord as a result of late payment. The actual expenses are not susceptible to ready calculation but include the costs of late payment accounting, the cost of accounting amounts advanced to the utility, the costs of communicating with Resident with regard to the delinquent account, and the lost investment value of funds advanced for Resident's utility obligations. Payment of a late fee will not excuse Resident's obligation to pay the underlying utility charge. Application of a late fee will not bar Landlord from any other remedies allowed under the Agreement or applicable law.
- J. Resident agrees to pay any fees charged by a collection agency to Landlord to collect amounts due from Resident.**
- 6. Landlord Liability.** Landlord is not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to the Premises not reasonably within Landlord's control.
- 7. Reporting Leaks and Conservation.** If Landlord is the water provider's customer of record, Resident must promptly report any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices to Landlord. Resident agrees to comply with any utility conservation efforts implemented by Landlord, the water provider, or governmental agencies. If Landlord is penalized due to Resident's failure to comply with water use regulations or restrictions, Resident will be financially responsible for the penalty.
- 8. Tampering.** Resident agrees not to disturb, tamper, adjust, or disconnect any utility service or submetering device or system.
- 9. Estimation.** Landlord may estimate Resident's consumption if Resident's submeter is broken, inaccessible, not fully operational, or does not transmit a meter reading, or if Landlord has not received bills from utility providers in time to prepare Resident's invoices.
- 10. No Waiver.** Landlord's waiver of any covenant of this Utility Addendum, or the Agreement 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 Utility Addendum or the Agreement. No waiver will exist unless made in writing and signed by both Resident and Landlord.
- 11. Severability.** If any provision of this Utility Addendum or the Agreement is determined to be invalid or unenforceable by any court, the remaining provisions will remain fully valid, enforceable, and binding on the parties.
- 12. Modification.** Landlord reserves the right to modify the method by which the utilities are furnished to the premises or billed to Resident during the term of this Agreement.
- 13. Discontinued Utilities.** If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Premises is hazardous and will be a breach of the Lease.
- 14. Resident Questions and Concerns Regarding Utility Billings.** Resident concerns and questions regarding utility billings may be addressed to Conservice, P.O. Box 4718, Logan, UT 84323-4718, 1-866-947-7379, weekdays, 9:30am-5pm and Sat-Sun, 10am-5pm.
- 15. ☒ (If checked) Resident's Meter Includes Utilities Consumed in Common Areas.** Resident's ☐ gas ☐ electric ☒ water meter or submeter measures utilities consumed in both the Premises and in the following common areas: ☒ Hot Water Energy . Resident will be responsible for these utilities.
- 16. Provisions:** Resident will pay a one time account processing fee of **\$5.00** when resident vacates the unit.



5/15/2023
04:55 PM PDT

Bharath Kumar Maraka (Resident)

Date



5/15/2023
05:02 PM PDT

Ushasri Badinidi (Resident)

Date



Signed by Joseph Gurfinkiel
Tue May 16 2023 01:09:08 PM PDT
Key: 8EDAB6D7; IP Address: 76.79.192.2


(Agent for Property Owner)

Date

VIDEO DOORBELL ADDENDUM


This Video Doorbell Addendum ("**Addendum**") dated **May 15, 2023** is made part of the Lease Agreement ("**Lease**") dated **May 21, 2023**, between **Costa Verde Developers LLC** ("**Landlord**") and **Bharath Kumar Maraka and Ushasri Badinidi** ("**Resident**"). Resident occupies the premises at **8510 Costa Verde Blvd. #2127, San Diego, CA 92122** (the "**Premises**"). To the extent that this Addendum conflicts with the Lease, this Addendum will control.

- 1. Resident has requested permission to install a battery-operated video doorbell (the "**electronic device**"), to be purchased by Resident. Landlord is willing to grant permission, provided that certain conditions are met.
- 2. The electronic device will be battery powered. The electronic device will be mounted on the door (and may not be installed on the doorframe, stucco, drywall or otherwise). The electronic device must be installed using the approved door mount. Landlord may require Resident to limit the field of view or audio to protect the privacy of others. Resident may not install a hardwired electric powered video doorbell. Resident may not make physical modifications to the Premises or Community and may not cause physical or structural damage. Resident will be liable for any damage or injury caused by the installation, maintenance, or removal.
- 3. The electronic device will be installed by Resident (To avoid potential mechanic's liens, Resident may not utilize a contractor or handyman to install the electronic device). If installed by Resident, the electronic device must be installed in a workmanlike manner, and in compliance with all applicable laws.
- 4. The electronic device must be removed, and the Premises restored to its original condition (at Resident's expense) at expiration or termination of the Lease and/or Resident's tenancy, or upon Landlord's earlier request that the electronic device be removed. Physical removal of the electronic device will be at Resident's expense by Resident. Should Resident fail to return the Premises to its original condition, Resident may be subject to charges for damages. Resident must safeguard data from the electronic device to protect the privacy of others (i.e., Resident may not allow or contribute to release of data for any purpose other than crime prevention and prosecution). Resident will be responsible to both Landlord and others if data from the electronic device causes harm.
- 5. Notwithstanding any other provision in this Addendum, Landlord reserves the right to require Resident to remove electronic device installed by Resident, and to restore the Premises to its original condition (at Resident's expense) before expiration or termination of the Lease and/or Resident's tenancy if Landlord deems the electronic device creates problems for Landlord. Resident must also move the electronic device at Resident's expense, upon Landlord's request, for Premises or Community maintenance or repairs.
- 6. To the greatest extent allowed by law, Resident will defend, indemnify, and hold Landlord and Landlord's property manager, employees and agents harmless from any damage or loss relating to electronic devices.
- 7. If Resident complies with each of the conditions above, Resident will have the right (but not the obligation) to install the electronic device once this Addendum is countersigned by Landlord.



5/15/2023
04:56 PM PDT

Date




Signed by Joseph Gurfinkiel

Tue May 16 2023 01:09:08 PM PDT

Key: 8EDAB6D7; IP Address: 76.79.192.2

(Agent for Property Owner)

Date



5/15/2023
05:02 PM PDT

Date

Ushasri Badinidi (Resident)

42

