



Lease Contract

Date of Lease Contract: June 12, 2014 (when this Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "Lease") is between you, the resident(s) (list all people signing the Lease Contract): Luhua Rao, Yiran Rao and us, the owner: Granite Library Gardens LP (name of dwelling or title holder). You've agreed to rent Unit No. 144, at 2020 Kittredge Street Berkeley 94704 (street address) in (city), California, (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. OCCUPANTS. The dwelling will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the dwelling. Persons not listed above must not stay in the dwelling for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the 12th day of June, 2014, and ends at midnight the 30th day of June, 2015. THIS LEASE CONTRACT WILL AUTOMATICALLY RENEW MONTH-TO-MONTH UNLESS EITHER PARTY GIVES AT LEAST 30 DAYS WRITTEN NOTICE OF TERMINATION OR INTENT TO MOVE-OUT AS REQUIRED BY PARAGRAPH 36. If the number of days isn't filled in, at least 30 days notice is required, unless all residents have been in possession for one year or longer, in that case, 60 days notice is required.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the dwelling is \$ 500.00, due on or before the date this Lease Contract is signed. See paragraphs 40 and 41 for security deposit return information. The security deposit may not exceed 2 month's rent for an unfurnished dwelling, and 3 month's rent for a furnished dwelling. The security deposit may not exceed two and a half month's rent for an unfurnished dwelling, and three and a half month's rent for a furnished dwelling in the event you install water furniture.

5. KEYS AND FURNITURE. You will be provided 2 dwelling key(s), 2 mailbox key(s), and 2 other access devices for use. Your dwelling will be [check one]: [] furnished or [x] unfurnished.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 2600.00 per month for rent, payable in advance and without demand: [x] at the on-site manager's office, or [x] at our online payment site, or [x] at 24hr drop box

Prorated rent of \$ 1646.67 is due for the remainder of the [check one]: [x] 1st month or [] 2nd month, on June 12, 2014.

Otherwise, you must pay your rent on or before the 5th day of each month (due date) with no grace period. Cash is unacceptable without our

prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the expiration of one business day after due date, you'll be delinquent. You will be obligated to pay to us a late charge of \$ 156.00 if you fail to pay any amount when due under this Contract. You agree that it would be impracticable or extremely difficult to fix the actual damage to us and that the late charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. You'll also pay a charge of \$25.00 for each returned check or rejected electronic payment. For additional returned checks you'll pay a charge of \$35.00. If you are delinquent, all remedies under this Lease Contract will be authorized. If you are delinquent, all remedies under this Lease Contract and California law will be authorized. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligations under this Lease.

7. UTILITIES. We'll pay for the following items, if checked: [] water; [x] gas; [] electricity; [] master antenna [] wastewater; [] trash; [x] cable TV; [x] other Internet

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected--including disconnection for not paying your bills--until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the dwelling, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] [x] required to purchase personal liability insurance [] not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. LOCKS AND LATCHES. We will provide an operable deadbolt lock on each main swinging entry door of the dwelling in compliance with California Civil Code, Section 1941.3, subject to statutory exceptions. We will provide window security or locking devices as required by that statute. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or, if the dwelling has a keyless deadbolt on each exterior door, within 10 days after you move in. You must notify us immediately of any inoperable door, window, latch, or lock. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance for repairs requested under this paragraph or repairs arising from misuse of devices as described above.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See any additional special provisions.

11. EARLY MOVE-OUT. If you move out early without our written consent or without paying us a negotiated lease termination fee, you will be liable to us for actual damages, including liability for rents during the entire remainder of your lease term (less mitigation) and for the cost of

finding and processing a replacement resident, paying locator service fees, cleaning, make-ready costs, recouping rent concessions, etc. In addition to any other rights and remedies allowed by law, we shall have the remedy set forth in Civil Code Section 1951.2.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to the doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling. We may require payment at any time,

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including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. PROPERTY LEFT IN DWELLING. Storage After Surrender, Abandonment, or Eviction. We or law officers may remove and/or store all property remaining in the dwelling or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the dwelling (see definitions in paragraph 41). We will use reasonable care in storing the property; but we're not liable for casualty loss, damage, or theft unless caused by deliberate or negligent act on our part. We may store the property either in the dwelling or in another safe place until (1) the landlord shall release the personal property described in the notice to the former tenant and shall not require the former tenant to pay the cost of storage if the property remained in the dwelling and the former tenant or other personal reasonably believed by the landlord to be its owner reclaims the property within two days of vacating the dwelling, (2) we release the property to the person believed by us to be the owner, if all storage charges (and actual advertising/sale expenses) are paid in full after 2 days of storage, or (3) 18 days have elapsed after "Notice of Right to Reclaim Abandoned Property" has been given by us, as provided below.

Notice. The "Notice of Right to Reclaim Abandoned Property" must be in substantial compliance with the statutory form in Section 1984 or 1985, California Civil Code. The notice must be given by personal delivery to you or via regular U.S. mail to you at your last known address or to the person believed by us to be the owner.

Redemption. If we've stored property as provided above, you or the person believed by us to be the owner may redeem the property by paying all storage charges (and any actual advertising/sale expenses) on or before the 18th day after the above notice was given. The charges for storage will be the fair rental value of the rental space reasonably required for the storage. We may return redeemed property at the place of storage, the management office, or the dwelling (at our option). We may require payment by cash, money order, or certified check. We may also send a copy to your email address.

Other disposition or Sale. If all the property being stored is believed by us to be worth less than \$700 and it has not been redeemed, we may keep, throw away, or give away the property after the 18th day following the giving of the "Notice of Right to Reclaim Abandoned Property" above. If all of the property is believed by us to be worth \$700 or more, we may (1) release the personal property described in the notice to the former tenant and shall not require the former tenant to pay the cost of storage if the property remained in the dwelling and the former tenant or other personal reasonably believed by the landlord to be its owner reclaims the property within two days of vacating the dwelling, (2) we release the property to the person believed by us to be the owner, if all storage charges (and actual advertising/sale expenses) are paid in full after 2 days of storage, or (3) sell the property at public sale in compliance with the procedures of Section 1988 of the California Civil Code. Sale may be subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. You and the landlord may bid at the sale. Excess sums will be paid over to the county in accordance with statute.

While You're Living in the Dwelling

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written dwelling rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the community and do not change dollar amounts on page 1 of this Lease Contract.

19. LIMITATIONS ON CONDUCT. The dwelling and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with dwelling rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Unless otherwise provided by law, conducting any kind of business in your dwelling or in the community is prohibited--except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any dwelling rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, guest of a specific resident in the community.

20. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the community; disrupting our business activities; manufacturing, cultivating, delivering, selling, possessing with intent to deliver or sell, or otherwise possessing or using a controlled substance or drug paraphernalia for use with a controlled substance (Note: "Controlled substance" includes so-called "medical marijuana" under the law of California and any state having similar laws. Marijuana is listed as a Class 1 scheduled drug under federal law, and is a prohibited controlled substance in all states, including California. (21 *United States Code*, sections 801-904: 21 *United States Code*, section 841(a)(1); 21 *United States Code*, section 812(b)(1)); engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with

14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, including future rents (less any mitigation), reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 and 31 apply to the failure to pay first month's rent when or before the Lease Contract begins.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of dwelling rules allowed under paragraph 18. We will give you a minimum of 30 days notice if you are on a month to month tenancy before we increase the rent (a maximum of 10% increase over the previous 12 months). We will give you at least 60 days notice during a month to month tenancy before we raise the rent more than 10% (over the previous 12 months), unless the increase is caused by a change in your income or family composition as determined by a recertification required by statute or regulation.

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the dwelling.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the dwelling is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the Lease Contract begins--and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling will be ready on a specific date--you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

utilities or telecommunications; bringing hazardous materials into the community; or injuring our reputation by making bad faith allegations against us to others.

21. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the dwelling; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster.

22. RELEASE OF RESIDENT. Unless entitled to terminate this Lease Contract by law or pursuant to its terms, you won't be released from this Lease Contract for any reason--including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, or death.

23. MILITARY PERSONNEL CLAUSE. You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, *or* (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your

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commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependent living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 31. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to abide by the Security Guidelines in this Lease Contract.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke and carbon monoxide detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries without prior written notice to you. You must immediately report smoke and carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke and carbon monoxide detectors. If you disable or damage the smoke and carbon monoxide detector, or fail to replace a dead battery or report known smoke and carbon monoxide detector malfunctions to us, and if your action or inaction causes loss, damage, or fines from fire, smoke, or water to us or others, you will be liable for such loss, damage, or fines.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must--for 24 hours a day during freezing weather--(1) keep the dwelling heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

Compliance with Statutory Obligations. You hereby understand and acknowledge that you have an affirmation duty to comply with the obligations set forth in California Civil Code Section 1941.2:

- (1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.
- (2) To dispose from his dwelling unit of all rubbish, garbage and other waster, in a clean and sanitary manner.
- (3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
- (4) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.
- (5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the dwelling, fixtures, and furniture as is, except for conditions causing the premises to be untenable under California Civil Code 1941. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting,

wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (whether or not we consent) become ours unless we agree otherwise in writing.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST--FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS--IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. ANIMALS. Unless otherwise provided in California Civil Code 54.2, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the dwelling or community unless we've so authorized in writing. *If we allow an animal, you must sign a separate animal addendum and post an animal deposit; however, if the animal is a service animal for a disabled person, you are not required to post an animal deposit.* An animal deposit is considered a general security deposit. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the service animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the dwelling at any time during your term of occupancy (with or without our consent), we'll charge you for any necessary defleaing, deodorizing, and shampooing.

28. WHEN WE MAY ENTER. We may enter your dwelling without prior notice or consent when there is an emergency or when you have abandoned or surrendered the dwelling. In non-emergency situations, then repairers, servicers, contractors, our representatives or other authorized persons may peacefully enter the dwelling, with your consent, during normal business hours or at any other mutually agreed time for the purposes listed in (2) below. Also, such persons may enter peacefully during normal business hours or at a mutually agreed time by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) reasonable written notice of entry will be given according to the California Civil Code or other applicable state law; and
- (2) entry is for (1) making necessary or agreed repairs, decorations, alterations, or improvements; (2) supplying necessary or agreed services; (3) installing, testing, repairing, and maintaining smoke alarms;
- (3) showing the dwelling to actual purchasers, mortgagees, tenants, workmen, or contractors; or
- (4) obeying a court order.

We reserve all rights to enter for any other reason as authorized or otherwise provided for by California law.

29. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 41.

30. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed only when we consent in writing.

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Responsibilities of Owner and Resident

31. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the dwelling rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the dwelling; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your dwelling; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20; or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Eviction. If you default and if we wish to terminate your right of occupancy, we must give you a 3-day written notice to cure the default. If the default is incurable (i.e. assigning or subletting or committing waste upon the demised premises, contrary to the conditions or covenants of this Lease, or maintaining, committing, or permitting the maintenance or commission of a nuisance upon the demised premises, or using the premises for an unlawful purpose, or any other incurable default), we may end your right of occupancy by giving you a 3-day notice to vacate. Notice to cure and notice of occupancy termination must be delivered by either: (1) personal delivery to any resident; or (2) personal delivery at the dwelling to any occupant of suitable age and discretion and sending a copy through the regular U.S. mail addressed to the tenant at his or her place of residence; or (3) posting on the outside of the dwelling's front door, accompanied by mailing the notice by regular U.S. mail postmarked that same day. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

General Clauses

32. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo or letter that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the dwelling is located.

REGISTERED SEX OFFENDER 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.

PROPOSITION 65 WARNING: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and 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 by not limited to the use of motor vehicles, barbeques, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soots, tars, and mineral oils.

NOTICE OF NEGATIVE CREDIT REPORT: Pursuant to California Civil Code § 1785.26, you are hereby notified that a negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligation under this Lease Contract.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased to market rents, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of holdover (less any mitigation); and (4) at our option, we may extend the lease term--for up to one month from the date of notice of lease extension--by delivering written notice to you or your dwelling while you continue to hold over.

Other Remedies. If your rent is delinquent and we give you 3 days' prior written notice, we may report unpaid amounts to consumer reporting agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies including lease termination, lockout under statute, and the remedy set forth in Civil Code § 1951.2. The prevailing party may recover from a non-prevailing party attorney's fees and any costs of litigation in an amount of no more than \$1200. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 10% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. If you fail to fulfill your obligations under this Lease, we intend to submit a negative report to a consumer reporting agency. The report will summarize your violations and be a possible reflection on your credit record.

INDEMNIFICATION: Subject to applicable law, you shall indemnify and hold the owner, its agents and employees, harmless against all claims, expenses, damages, actions, and liabilities of whatever nature, including reasonable attorney's fees, arising from or relating to injury, loss or damage relating to your negligence, tenancy and/or your failure to comply with this Lease Contract.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. Resident shall vacate the Premises and remove all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

POLITICAL SIGNS. You may post or display political signs relating to an election, legislative vote, initiative, referendum, recall process or issues that are before a public commission, public board or elected local body for a vote. Political signs may be posted in the window or on the door of the dwelling. All political signs must be six square feet or less in size and cannot be posted or displayed in a manner that would violate a local, state or federal law. You must post and remove political signs in compliance with the time limits set by local ordinance. If no local ordinance exists, political signs may be posted no earlier than 90 days prior to the date of the election or vote and must be removed within 15 days of the date of the election or vote.

33. **PAYMENTS.** At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

34. **ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local dwelling (multi-housing) associations for the area where the dwelling is located.

Security Guidelines for Residents

35. **SECURITY GUIDELINES.** In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY--WHILE INSIDE YOUR DWELLING

- 1. Lock your doors and windows--even while you're inside.
- 2. Engage the keyless deadbolts on all doors while you're inside.

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- 3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
- 4. If children (who are old enough to take care of themselves) are left alone in your dwelling, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone--regardless of whether the person is a stranger or an dwelling maintenance or management employee.
- 5. Don't put your name, address, or phone number on your key ring.
- 6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a right to have that done, as long as you pay for the rekeying.
- 7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
- 8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
- 9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
- 10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
- 11. Immediately report to management--in writing, dated and signed--any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
- 12. Immediately report to management--in writing, dated and signed--any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- 13. Close curtains, blinds, and window shades at night.
- 14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY--WHILE OUTSIDE YOUR DWELLING

- 15. Lock your doors while you're gone. Lock any doorhandle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
- 16. Leave a radio or TV playing softly while you're gone.

- 17. Close and latch your windows while you're gone, particularly when you're on vacation.
- 18. Tell your roommate or spouse where you're going and when you'll be back.
- 19. Don't walk alone at night. Don't allow your family to do so.
- 20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- 21. Don't give entry keys, codes or electronic gate cards to anyone.
- 22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
- 23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your dwelling since the management cannot assume that responsibility.
- 24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
- 25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY--WHILE USING YOUR CAR

- 26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- 27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
- 28. Don't leave your keys in the car.
- 29. Carry your key ring in your hand whenever you are walking to your car--whether it is daylight or dark and whether you are at home, school, work, or on vacation.
- 30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
- 31. Check the backseat before getting into your car.
- 32. Be careful when stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

36. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 22) except under the military clause (paragraph 23). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.
- The move-out date in your notice *[check one]*: ☐ must be the last day of the month; or ☒ may be the exact day designated in your notice. If neither is checked, the second applies.
- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. However, if a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements above are met.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice--unless you are in default.

- 37. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Every move-out may result in reletting charges and liability for future rent under paragraphs 11 and 31. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- 38. **CLEANING.** You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 39. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

40. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You may not use the security deposit to pay any month's rent. We may withhold from the security deposit only such amounts as are reasonably necessary to remedy your defaults including, but not limited to, the following:

- a) Defaults in the payment of rent;
- b) To repair damage to the premises caused by you, exclusive of ordinary wear and tear, and/or;
- c) To clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or;
- d) To restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

41. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 21 days after surrender or abandonment, unless statutes provide otherwise.

You have surrendered the dwelling when: (1) the move-out date has passed and no one is living in the dwelling in our reasonable judgment; or (2) all dwelling keys and access devices listed in paragraph 5 have been turned in where rent is paid--whichever date occurs first.

You have abandoned the dwelling when all of the following have occurred: (1) your rent has been due and unpaid for at least 14 days; (2) we give you written notice of such belief and our intent to terminate the lease because of your delinquency; (3) our notice of abandonment follows substantially the form in California Code Section 1951.3(d); (4) such notice is given by (i) personal delivery to you, or (ii) first class mail, postage prepaid to your last known address; (5) the lease termination date in that notice is at least 15 days after personal delivery or 18 days after mailing; and (6) such 15 or 18 day notice period has expired without response from you as per California Code Section 1951.3. If we have reason to believe you won't receive the notice at your last known address, we will, at the same time we mail the above notice to your last known address, mail a copy to any other addresses that are known to us where you could reasonably be expected to receive the notice.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling; determine any security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling (paragraph 13), but do not affect our mitigation obligations (paragraph 31).

Signatures, Originals and Attachments

42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures--one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- ☒ Animal Addendum
- ☒ Inventory and Condition Form
- ☒ Mold Addendum
- ☐ Enclosed Garage Addendum
- ☒ Community Policies Addendum
- ☐ Lease Contract Guaranty (0 guaranties, if more than one)
- ☐ Notice of Intent to Move Out Form
- ☐ Parking Permit or Sticker (quantity: 0)
- ☒ Satellite Dish or Antenna Addendum
- ☐ Asbestos Addendum (if asbestos is present)
- ☐ Lead Hazard Information and Disclosure Addendum (federal)
- ☒ Utility Addendum
- ☐ Remote Control, Card or Code Access Gate Addendum
- ☐ Lease Contract Buy-Out Agreement
- ☐ Intrusion Alarm Addendum
- ☐ Other _____
- ☐ Other _____

You are legally bound by this document.
Read it carefully before signing.

Name and address of locator service (if applicable)

(Required by Cal. Civil Code Section 1962)

Name, address and telephone number of Owner or Owner's Agent:

Riverstone Residential CA, Inc

1 MacArthur Place, Suite 110

South Coast Metro, CA 92707

(714) 727-3800

Name, address and telephone number of person or entity to whom payments must be made:

Acceptable forms of payment:

Rent Payments may be made personally ☐ Yes ☐ No
If yes, the person authorized to accept payments will be available

(usual days and hours authorized person will be available to accept payment).

THIS LEASE CONTRACT WILL AUTOMATICALLY CONTINUE AS A TENANCY FROM MONTH TO MONTH AT THE EXPIRATION OF THE INITIAL LEASE TERM UNLESS (1) PROPER MOVE-OUT OR VACATE NOTICE IS GIVEN UNDER PARAGRAPH 36, OR (2) YOU AND WE AGREE TO A NEW LEASE IN WRITING.

Resident or Residents *(all sign below)*

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

2020 Kittredge Street

Berkeley, CA 94704

(510) 540-5454

Date form is filled out (same as on top of page 1)

06/12/2014

SPECIAL PROVISIONS (CONTINUED FROM PAGE 1).

Library Gardens
Luhua Rao, Yiran Rao

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CALIFORNIA ONLY
Itemized Statement of Security Deposit Refund Forfeiture

Name of Resident(s) Luhua Rao and Yiran Rao		Unit #: 144	Date May 27, 2014
Forwarding Address or Last Known Address:			
Property Name: Library Gardens		Building Number:	
Move In Date:	Physical Move Out Date:	Months Occupied:	Lease Liability Date:
Reason for Moving:			Date Notice Given:
Management Representative:			

WEAR AND TEAR ITEMS	
CALCULATIONS OF WEAR AND TEAR ALLOWANCE	
PAINTING (A) _____ (total cost)/36 Mo.= (B) _____ /mo. (C) _____ X(B) _____ = (D) _____ # Months Occupied + Age(Months) of Paint at Move In	
VINYL REPLACEMENT (E) _____ (total cost)/24 Mo.= (F) _____ /mo. (C) _____ X(F) _____ = (G) _____ # Months Occupied + Age(Months) of Vinyl at Move In	
CARPET REPLACEMENT (H) _____ (total cost)/60 Mo.= (I) _____ /mo. (C) _____ X(I) _____ = (J) _____ # Months Occupied + Age(Months) of Carpet at Move In	
WEAR AND TEAR ALLOWANCE	
PAINTING The lesser of (D) or (A)	\$
VINYL REPLACEMENT The lesser of (E) or (G)	\$
CARPET REPLACEMENT The lesser of (H) or (J)	\$
TOTAL ALLOWANCE (Z)	\$

As per State Law of the State of California:
Any security shall be held by landlord for the tenant who is party to the lease agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.59(d)).
According to Civil Code Section 1950.2(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
1) The compensation of a landlord for a tenant's default in the payment of rent.
2) The repair and damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or guest or licensee of the tenant.
3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1,2003. (Amendment underlined)
4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

SERVICES PERFORMED	AMOUNT	TOTAL
1) PAINTING (A)	\$	
2) VINYL REPLACEMENT (E)	\$	
3) CARPET REPLACEMENT (H)	\$	
TOTAL RENOVATION CHARGES	\$	
LESS WEAR AND TEAR ALLOWANCE (Z) -	\$	
TOTAL ADJUSTED RENOVATION CHARGES	\$	
CLEANING CHARGES	\$	
DAMAGE/REPLACEMENT CHARGES	\$	
UTILITIES (FINAL OR PAST DUE)	\$	
CARPET DAMAGE (PET OR STAIN REMOVAL)	\$	
KEY/LOCK/REMOTE CHARGES	\$	
LABOR COSTS (HOURLY RATE X HOURS)	\$	
TOTAL DAMAGES & CLEANING CHARGES	\$	
LEGAL/EVICTION FEES	\$	
PAST DUE RENT Dates: (From & To)	\$	
ACCELERATED RENT DUE Dates: (From & To)	\$	
LATE/M2M FEES	\$	
CANCELLATION/TERM FEE	\$	
RE-LETTING FEE	\$	
CONCESSIONS REIMBURSEMENT	\$	
DEPOSIT FORFEIT	\$	
TOTAL LEGAL, RENT, FEES & FORFEITS	\$	
SECURITY DEPOSIT CREDIT	\$	
PET DEPOSIT CREDIT	\$	
MISC. CREDIT (SPECIFY)	\$	
TOTAL CREDITS	\$	
TOTAL AMOUNT DUE / REFUND TO RESIDENT	\$	
IF POSITIVE AMOUNT CIRCLE REFUND / IF NEGATIVE AMOUNT CIRCLE DUE		

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's LESS WEAR AND TEAR ALLOWANCE (Z) possessions during the time of the premove out inspection. It allows Owner/Agent to use the security deposit to correct any damages that occur to the apartment/ property between the time of the premove out inspection and the termination of the tenancy.

Comments:

MOVE-IN/MOVE-OUT INSPECTION FORM

Community Name: Library Gardens							
Resident's Name: Luhua Rao and Yiran Rao						Yardi ID:	
Apartment Address: 2020 Kittredge Street, Berkeley, CA 94704						Apt.#: 144	
CARPET & FLOORING DATA							
Carpet Last Replacement Date:				New at Move In: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Vinyl/Flooring Last Replacement Date:				New at Move In: <input type="checkbox"/> Yes <input type="checkbox"/> No			
ENTRY & LIVING ROOM							
Room/Item	Move In Condition is Clean, No damage except as noted			Move Out Condition		Cleaning Charge	Damage Charge
Floor/Carpet							
Fireplace							
Lights							
Windows/Screens							
Paint/Walls							
DINING ROOM & HALL							
Room/Item	Move In Condition is Clean, No damage except as noted			Move Out Condition		Cleaning Charge	Damage Charge
Floors							
Lights							
Windows/Screens							
Paint/Walls							
KITCHEN							
Room/Item	Move In Condition is Clean, No damage except as noted			Move Out Condition		Cleaning Charge	Damage Charge
Floor/Carpet							
Cabinets							
Range Top/Oven							
Hood, Filter, Fan							
Refrigerator							
Dishwasher							
Microwave							
Lights							
Sink							
Counters							
Pantry/Doors							
Windows/Screens							
Paint/Walls							
BATHROOMS							
	Bath No.1	Bath No.2		Bath No.1	Bath No.2		
Room/Item	Move In Condition is Clean, No damage except as noted			Move Out Condition		Cleaning Charge	Damage Charge
Floors							
Cabinets							
Sink/Vanity/Mirror							
Tub/Shower							
Toilet							
Lights							
Windows/Screens							
Paint/Walls							
Resident Initial(s)	Move In:			Move Out:			
BEDROOMS							
	Bdrm No.1	Bdrm No.2		Bdrm No.1	Bdrm No.2		
Room/Item	Move In Condition is Clean, No damage except as noted			Move Out Condition		Cleaning Charge	Damage Charge
Floors/Carpet							
Lights							
Windows/Screens							
Closets/Doors							
Paint/Walls							
LAUNDRY							
Room/Item	Move In Condition is Clean, No damage except as noted			Move Out Condition		Cleaning Charge	Damage Charge
Washer/Dryer							
Floors							
GARAGE/PATIO/KEYS							
Room/Item	Move In Condition is Clean, No damage except as noted			Move Out Condition		Cleaning Charge	Damage Charge
Patio/Garage							
Doors							

Blinds				
Smoke Detector				
KEYS/REMOTE				
Key Fob	# ISSUED: none		# RECEIVED: _____	
Garage Remote	# ISSUED: none		# RECEIVED: _____	
Keys	# ISSUED: Mail none Apt one		# RECEIVED: Mail _____ Apt _____	
Resident Initial(s)	Move In:		Move Out:	
FORWARDING ADDRESS				
Resident Name(s):			Phone Number:	
Forwarding Address:				
Date of Move-In:		Date of Move-Out:		
Date Notice Given:	Legal: <input type="checkbox"/>	Skip: <input type="checkbox"/>	Illegal: <input type="checkbox"/>	Eviction: <input type="checkbox"/>
				Transfer: <input type="checkbox"/>
				Unit #: 144

Move In Comments:	Move Out Comments:
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

I have inspected the above apartment prior to occupancy and accept it with the conditions, as stated above. I understand further that upon vacating the above unit, any cleaning, repair and replacement costs will be charged to me based on the Standard Cleaning Charges Form provided to me at move in.

Signature at move-in:

Signature at move-out:

<div>Resident signature at move-in</div> <div>Date</div>	<div>Resident signature at move-out</div> <div>Date</div>
<div>Resident signature at move-in</div> <div>Date</div>	<div>Resident signature at move-out</div> <div>Date</div>
<div>Resident signature at move-in</div> <div>Date</div>	<div>Resident signature at move-out</div> <div>Date</div>
<div>(Agent) signature at move-in</div> <div>Date</div>	<div>(Agent) signature at move-out</div> <div>Date</div>

CALIFORNIA'S PROPOSITION 65 WARNING

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive harm.

These types of chemicals are found within this establishment. This brochure provides you with information on what chemicals are present and what your exposures to them might be.

Warning

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

Second Hand Tobacco Smoke and Tobacco Products.

Tobacco products and tobacco smoke and its by-products contain many chemicals that are known to the State of California to cause cancer, and birth defects or other reproductive harm. Smoking is permitted in certain common and private areas.

Furnishings, Hardware, and Electrical Components.

Room furnishings and building materials contain formaldehyde, which is known to the State of California to cause cancer. Furniture, foams, brass keys, electrical power cords, carpeting, carpet padding, wall coverings, wood surfaces, and vinyl, contain a number of chemicals, including lead, and formaldehyde, known to cause cancer, and/or birth defects or other reproductive harm. Their presence in these materials can lead to exposures. Certain molds that may be present contain chemicals, including sterigmatocystin, known to the State of California to cause cancer.

Combustion Sources.

Combustion sources such as gas stoves, fireplaces, and barbeques contain or produce a large number chemicals, including acetaldehyde, benzene and carbon monoxide, known to the State of California to cause cancer, and/or birth defects or other reproductive harm which are found in the air of this complex. Any time organic matter such as gas, charcoal or wood is burned, Proposition 65-listed chemicals are released into the air.

Construction and Maintenance Materials.

Construction and maintenance materials contain Proposition 65-listed chemicals, such as roofing materials manufactured with vinyl chloride monomer, benzene and ceramic fibers, which are known to cause cancer, or birth defects or other reproductive harm. Construction materials used in walls, floors, ceilings and outside cladding contain chemicals, such as formaldehyde resin, asbestos, arsenic, cadmium and creosote, which are released as gases or vapors during normal degradation or deterioration, and as dust or particulate when disturbed during repairs, maintenance or renovation, all of which can lead to exposures.

Certain Products Used In Cleaning And Related Activities.

Certain cleaning products used for special cleaning purposes such as graffiti removal and spot and stain lifters contain chlorinated solvents including perchloroethylene and urinal odor cakes contain paradichlorobenzene which are Proposition 65-listed chemicals known to cause cancer or birth defects or other reproductive harm.

Swimming Pools and Hot Tubs.

The use and maintenance of a variety of recreational activities and facilities such as swimming pools and hot tubs where chlorine and bromine are used in the disinfecting process can cause exposures to chloroform and bromoform which are chemicals known to the State of California to cause cancer.

Paint and Painted Surfaces.

Certain paints and painted surfaces contain chemicals, such as lead and crystalline silica, that are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

Engine Related Exposures.

The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are associated with this residential rental facility. Motor vehicle rental fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State to cause cancer, and/or birth defects or other reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

Pest Control and Landscaping.

Pests control and landscaping products used to control insects and weeds contain resmethrin, mycobutonil, triforine and arsenic trioxide which are known to the State to cause cancer and/or birth defects or other reproductive harm.

Sources of Chemical Exposures

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


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

General - Warning: This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.

Foods and Beverages - Warning: Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present In Foods Or Beverages Sold Or Served Here.

Alcohol - Warning: Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer


Risk, And, During Pregnancy, Can Cause Birth Defects.



Signed by LUHUA RAO
Sat Jun 14 10:26:48 AM PDT 2014
Key: 525565CF; IP Address: 24.4.154.241

Luhua Rao *(Resident)*

Date



Signed by YIRAN RAO
Sat Jun 14 10:17:56 AM PDT 2014
Key: 6344BAC2; IP Address: 24.4.154.241

Yiran Rao *(Resident)*

Date


(Owner/Agent)

Date

CRIME FREE LEASE ADDENDUM

As further consideration of and for the foregoing Lease Agreement and any renewal thereof, Resident(s) and Owner/Agent further agree as follows:


- 1. Resident(s), any members of Resident(s)' household, or a guest, invitee, or other person under the control of Resident(s) shall not engage in criminal activity, including drug-related criminal activity, at **Library Gardens** or on or near the premises. "Drug-related criminal activity" means the intentional illegal manufacture, sale, distribution, use or possession of a controlled substance. (As defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).
- 2. Resident(s), any members of Resident(s)' household, or a guest, invitee, or other person under the control of Resident(s) shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, gang activity, or illegal defacement of property with graffiti or otherwise, on or near public or private property and the premises.
- 3. Resident(s), any members of Resident(s)' household, or a guest, invitee, or other person under the control of Resident(s) shall not permit **Library Gardens** or the premises to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a Resident, a member of Resident(s)' household, guest, invitee, or other person under the control of Resident(s).
- 4. Resident(s), any members of Resident(s)' household, or a guest, invitee, or other person under the control of Resident(s) shall not engage in the unlawful manufacturing, selling, using, storing, keeping, possessing, or giving of a controlled substance at any location within, on or near **Library Gardens** or the premises.
- 5. Resident(s), any members of Resident(s)' household, or a guest, invitee, or other person under the control of Resident(s) shall not engage in any illegal activity, including, but not limited to, prostitution, criminal street gang activity, threatening or intimidating any person whomsoever, assault, the unlawful discharge of fire arms, or unlawfully brandishing any weapon whatsoever, or any breach of the Lease Agreement which jeopardizes the health, safety and welfare of the Owner/Agent, other tenants, or any other person whomsoever, or involving imminent serious property damage.
- 6. Violation of the above provisions shall be a material and irreparable violation of the Lease Agreement and good cause for termination of the tenancy. A single violation of any provision of the Crime Free Lease Addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that such single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation under this Addendum shall not require criminal conviction, but may be proved to exist by a mere preponderance of the evidence.
- 7. In case of conflict between the provisions of this Addendum and any other provision of the Lease Agreement, the provisions of this Addendum shall govern.
- 8. This Crime Free Lease Addendum is incorporated into the Lease Agreement executed by Owner/Agent and Resident(s) and any renewal thereof.



Signed by LUHUA RAO
Sat Jun 14 10:26:57 AM PDT 2014
Key: 525565CF; IP Address: 24.4.154.241

Luhua Rao (Resident)

Date



Signed by YIRAN RAO
Sat Jun 14 10:18:03 AM PDT 2014
Key: 6344BAC2; IP Address: 24.4.154.241

Yiran Rao (Resident)

Date

(Owner/Agent)


Date

FIRE SAFETY AND PROTECTION INFORMATION

Resident(s): Luhua Rao and Yiran Rao	Date: May 27, 2014
Apartment Address: 2020 Kittredge Street #144, Berkeley, CA 94704	

- 1. A diagram showing the emergency evacuation routes for this apartment community is attached as Exhibit A.
- 2. This apartment **does** have a fire sprinkler system
- 3. This apartment community **does** have a smoking policy. If so, a copy of any smoking policy is attached as Exhibit B.
- 4. This apartment community **does not** have an emergency notifications plan for residents. If so, a copy of any such plan is attached as Exhibit C.
- 5. This apartment community **does not** have any emergency relocation plan for residents. If so, a copy of any such plan is attached as Exhibit D.
- 6. This apartment community **does** have any emergency evacuation plan for the residents. If so, a copy of any such plan is attached as Exhibit E.
- 7. This apartment is equipped with _____ smoke detection device(s). These smoke detection devices are **hard-wired w/ battery backup**.
- 8. The device(s) have been inspected and are operating properly at the commencement of the tenancy.
- 9. It is the resident's responsibility to maintain the device(s) in proper operating condition including replacement of batteries, if necessary.
- 10. A fine can be imposed for failure to comply with the provisions of state law.
- 11. This apartment **does** have a fire alarm system


Dated this **27th** day of **May, 2014**.



Signed by LUHUA RAO
Sat Jun 14 10:27:16 AM PDT 2014
Key: 525565CF; IP Address: 24.4.154.241

Luhua Rao (Resident)

Date



Signed by YIRAN RAO
Sat Jun 14 10:18:12 AM PDT 2014
Key: 6344BAC2; IP Address: 24.4.154.241

Yiran Rao (Resident)

Date

(Owner/Agent)

Date

**Replace this page with Exhibit A for Fire Safety and Protection Addendum
(Your Community Emergency Evacuation Route)**


SECURITY DEPOSIT AGREEMENT

Library Gardens, "Owner/Agent", has received from Luhua Rao and Yiran Rao, "Resident", a Security Deposit in the amount of **\$500.00** for the premises located at **2020 Kittredge Street #144, Berkeley, CA 94704**.

CONDITIONS: Return of the Security Deposit is subject to the following provisions:

- 1. Written Notice** A written notice of intent to vacate must be given by either party to the other, a full **thirty (30)** days prior to vacating. If the lease is for a fixed term, said notice cannot be given until, at the earliest, **thirty (30)** days prior to the expiration of such term. In the event that no notice or insufficient notice is given, Resident will be responsible for, and the Security Deposit may be applied to, all leasehold liability as defined in California Civil Code Section 1951.2 for the remainder of the lease term, or through a **30-day** Notice.
- 2. Damage** No damage to the property - any such damage over and above reasonable wear and tear may be charged against the Security Deposit. Damage to the property includes, among other things, cigarette burns to carpet or counters, and stains or scars or excessive odor caused by smoking or cooking which requires extra cleaning, repairs or replacement.
- 3. Cleaning** When vacated, entire apartment including, but not limited to, range, hood, refrigerator, bathroom, closets, cupboards, walls, floors, window coverings and windows must be thoroughly **cleaned**. Carpets are to be shampooed and window coverings cleaned by a professional vendor approved by Owner/Agent in order to prevent damage. An approved list of cleaning vendors and Owner/Agent's standards is provided in your move-out packet. All work done to the unit by Owner/Agent will be itemized and charged against the Security Deposit.
- 4. Painting** Touch-up paint due to abuse is charged at thirty five dollars (\$35.00) an hour. Full painting of apartment is prorated and calculated on a 48 month or 4 year basis. All painting done to unit will be calculated on the 48 month or 4 year basis by Owner/Agent itemized and charged against the Security Deposit.
- 5. Unpaid Fees** Any unpaid charges, fee(s) or delinquent rent will be charged against the Security Deposit (NOTE: this should in no way be construed as permitting deduction of rent from Security Deposit at any time).
- 6. Keys and Gate Openers** All keys and **gate/garage** openers must be returned. The cost of replacement of any keys, locks, and/or **gate/garage** openers not returned will be charged against the Security Deposit.
- 7. Garbage** All debris, rubbish and other discards must be placed in proper rubbish containers. If this is not done, the cost of doing so will be charged against the Security Deposit.
- 8. Forwarding Address** Resident must leave a forwarding address with Owner/Agent.
- 9. Refund Check** Refund will be made by check mailed to the forwarding address given. The check will be addressed jointly to all persons who sign this Security Deposit Agreement. This check will be mailed within the time required by California Civil Code Section 1950.5, following the date upon which all Residents release the premises by vacating and returning all keys to Owner/Agent during working hours or by another pre-arranged time period. The premises is not considered released, and the deposit is not refundable, until ALL occupants have vacated the premises and all keys have been returned. Partial refunds of deposits to individual Residents are not made where the tenancy continues with the occupancy being retained by other Residents who have signed the Rental Agreement/Lease or this Security Deposit Agreement.
- 10. Credit Report** Pursuant to Civil Code, Section 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligations or if you default in those obligations in any way.


Owner/Agent agrees that, subject to the conditions listed above, this security deposit will be returned. Resident agrees to these conditions and that this Security Deposit may not be deducted from rent at any time, unless Resident leaves owing rent.



Signed by LUHUA RAO
Sat Jun 14 10:27:29 AM PDT 2014
Key: 525565CF; IP Address: 24.4.154.241

Luhua Rao (Resident)

Date



Signed by YIRAN RAO
Sat Jun 14 10:18:26 AM PDT 2014
Key: 6344BAC2; IP Address: 24.4.154.241

Yiran Rao (Resident)

Date

(Owner/Agent)

Date

SERVICE ANIMAL POLICY

BACKGROUND

The Federal Fair Housing Act requires that applicants and Residents with disabilities be provided with "reasonable accommodations" as needed, in order for them to have an opportunity for full use and enjoyment of their housing. Allowing Residents and their guests who have disabilities to be accompanied by their service animals is a reasonable accommodation to housing policy and practice.

WHO NEEDS SERVICE ANIMALS?

Some disabled people require the assistance of an animal because of their disabling conditions. Under most federal laws, a person is considered to be disabled if he/she has a sensory, mental or physical condition that substantially limits one or more major life activities (such as walking, seeing, working, etc.)

WHAT IS A SERVICE ANIMAL?

The most common service animals are dogs, but sometimes other species are used (for example, a cat or bird). Service animals may be any breed, size, weight. Some, but not all, service animals wear special collars and harnesses. Some, but not all, are licensed or "certified" and/or have identification papers. However, there is no legal requirement for service animals to be visibly identified or to have documentation.

In addition, there are many types of service animals with different names which are not certified and don't have special training. For example, companion animals, which don't perform specific tasks, are considered service animals. The next two sections explain in detail the different types of service animals.

WHAT'S THE DIFFERENCE BETWEEN A SERVICE ANIMAL AND A PET?

Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid similar to the use of a cane, crutches or wheelchair. Service animals are a medical device necessary for the full enjoyment of a home. For this reason, fair housing laws require that housing providers make modifications to "No Pet" policies to permit the use of a service animal by an individual with a disability. Service animals sometimes are called assistance animals or emotional support animals and, as stated previously, companion animals.

WHAT DO SERVICE ANIMALS DO?

- A guide animal serves as a travel tool by a person who is legally blind.
- A hearing animal alerts a person with a significant hearing loss or who is deaf when a sound occurs; such as a ringing alarm or knock on the door.
- A service animal helps a person who has a mobility or health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person walking, helping a person up after a fall, etc.
- A seizure response animal assists a person with a seizure disorder. The animal's service depends on the person's needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.
- A companion animal or emotional support animal assists people with psychological disabilities. Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing Residents to live independently and fully use and enjoy their living environment.

PRACTICAL GUIDELINES FOR RESIDENTS WHO WANT OR NEED SERVICE ANIMALS

REQUEST FOR A SERVICE ANIMAL ACCOMMODATION:

The Resident who needs a service/companion animal can submit a request to the housing provider for an accommodation for the Resident's disability. The Resident will be provided with the **Riverstone Residential Group** form "Request of Reasonable Accommodation" located in Chapter 6, Section L of Operations Practices. If the resident/applicant chooses another form, or to verbally tell RRG Management, they may do so and it will be acceptable by RRG Management. If this option is chosen RRG Management will document the time and date that the request was made. Written requests should be dated, copied and copies retained by the Resident for proof that the request was made. NOTE: A Request for a Reasonable Accommodation is NOT required when the disability is visible.

VERIFICATION OF DISABILITY AND NEED FOR A SERVICE ANIMAL

The Resident must be prepared to provide written verification that he/she has a disability and that the accommodation is necessary to give the Resident equal opportunity to use and enjoy the housing and/or housing community. If the resident/applicant's situation requires that they get a third person to verify the disability or the need for the accommodation, (this happens when a person's disability is not obvious), the Resident/applicant should obtain verification on the **Riverstone Residential Group** form "Reasonable Accommodation Verification Form" located in Chapter 6 Section L of the Operations Practices. This verification form must be from his/her healthcare or mental health provider to the housing provider answering the following questions:

- Is the person disabled as defined by the fair housing laws?
- In the health care provider's professional opinion, does the person need the requested accommodation (use of a service animal) to have the same opportunity as a non-disabled person to use and enjoy the housing community?

While the property management may not require the requester of an accommodation to disclose the nature or severity of his/her disability, the requester might be required to show the relationship between the disability and the need for the requested accommodation.

For example, a Resident may need a seizure response animal. The seizures may come and go unexpectedly and due to genetics, an injury or some other situations. The only thing they need to disclose is that they have had seizures and many have seizures in the future and that the seizures come and go unexpectedly. Either the Resident can explain this or have it explained by a health care provider. The Resident does not have to say how often they have seizures, how severe the seizures are or what causes the seizures.

ANIMAL CARE AND SUPERVISION:


The Resident/handler is responsible for the care of his/her service animal. The animal must be supervised and the Resident/handler must retain full control of the animal at all times. This generally means that while the animal is in common areas, is it on a leash, in a carrier, or otherwise in the direct control of the animal owner/handler. When in the presence of others, the animal is expected to be well behaved. The Resident is responsible for the proper disposal of animal waste-

- Never allow the service animal to defecate on any property, public or private (except the Resident's own property), unless the Resident immediately removes the waste.

- Always carry equipment sufficient to clean up the animal's feces whenever the service animal is in the common areas or off the Resident's property.
- Properly dispose of waste and/or litter.
- If you need assistance with cleanup, make arrangements for such help through family, friends or advocates.

SERVICE ANIMAL POLICY
ACKNOWLEDGEMENT OF RECEIPT


I hereby acknowledge the receipt of the Service Animal Policy implemented and enforced by **Riverstone Residential Group**.



Signed by LUHUA RAO
Sat Jun 14 10:27:40 AM PDT 2014
Key: 525565CF; IP Address: 24.4.154.241

Luhua Rao (Resident)

Date



Signed by YIRAN RAO
Sat Jun 14 10:18:35 AM PDT 2014
Key: 6344BAC2; IP Address: 24.4.154.241

Yiran Rao (Resident)

Date

(Owner/Agent)

Date

STANDARD CLEANING AND REPAIR CHARGES

The following information is provided to assist you in your move-out and assist in assessing any charges that may be applicable. A full inspection of the apartment will be made only after you have moved out. If the move-out occurs during regular business hours, a property representative should be scheduled to walk the apartment with you. If the apartment is in need of cleaning or repair, the following estimated charges will be used as a guide to assess amounts to be deducted from your Security Deposit and charged to you, if the amount assessed exceeds your security deposit. Please note that this is not a complete list of all possible estimated charges that you may incur when your apartment is inspected. **Please also note that these charges are estimates only to give you an idea of the charges you may incur for particular items. You may be charged more than the maximum, depending upon the costs or charges we incur.** Please leave a forwarding address on file with the office.

KITCHEN CLEANING	
Example Item	\$100.00
BATHROOM CLEANING	
Example Item	\$100.00
MISCELLANEOUS	
Example Item	\$100.00

REMOVING PROPERTY

Example Item	\$100.00
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REPLACEMENT CHARGES

If any items are missing/ damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item in addition to possible labor services. A list of various replacement charges has been provided below. Please note that this is not a complete list of possible charges that you may incur when your apartment is inspected, and additional labor cost may be considered. Please also note that these charges are estimates only to give you an idea of the charges you may incur for particular items. You may be charged more than the maximum, depending upon the cost or charges we incur.

Blinds, carpet, vinyl, appliance, replacements will be based on actual cost including labor and installation.

Carpet Wear & Tear is taken into consideration based upon the following ratio:	
5 years old: 20% of cost	2 years old: 80% of cost
4 years old: 40% of cost	1 year old or less: 100% of cost
3 years old: 60% of cost	

I have reviewed the Charge Rate Sheet and understand the potential costs associated with the turnover of my apartment if cleaning, repairs or replacements are necessary at the time of move-out. The above price list will be used in determining the standard costs to bring the apartment back to its original condition, with exception of wear and tear.




Signed by LUHUA RAO

Sat Jun 14 10:27:48 AM PDT 2014

Key: 525565CF; IP Address: 24.4.154.241

Luhua Rao (Resident)

Date



Signed by YIRAN RAO

Sat Jun 14 10:18:42 AM PDT 2014

Key: 6344BAC2; IP Address: 24.4.154.241

Yiran Rao (Resident)

Date

UTILITY ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated June 12, 2014 between Granite Library Gardens LP ("We" and/or "we" and/or "us") and

Luhua Rao, Yiran Rao ("You" and/or "you") of Unit No. 144 located at 2020 Kittredge Street (street address) in Berkeley, CA 94704 and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.
- a) **Water** service to your unit will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable Conservice
 - b) **Sewer** service to your unit will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable Conservice
 - c) **Gas** service to your unit will be paid by you either:
 - ☒ directly to the utility service provider; or
 - ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable Conservice
 - d) **Trash** service to your unit will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable Conservice
 - e) **Electric** service to your unit will be paid by you either:
 - ☒ directly to the utility service provider; or
 - ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
 - f) **Stormwater** service to your unit will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
 - g) **Cable TV** service to your unit will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
 - h) **Master Antenna** service to your unit will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
 - i) **Internet** service to your unit will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
 - j) (Other) _____ service to your unit and costs will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
 - "2" - Calculation of your total water use based on sub-metering of hot water
 - "3" - Calculation of your total water use based on sub-metering of cold water
 - "4" - Flat rate per month
 - "5" - Allocation based on the number of persons residing in your unit
 - "6" - Allocation based on the number of persons residing in your unit using a ratio occupancy formula
 - "7" - Allocation based on square footage of your unit
 - "8" - Allocation based on a combination of square footage of your unit and the number of persons residing in your unit
 - "9" - Allocation based on the number of bedrooms in your unit
 - "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. Furthermore, we will deduct an amount that is representative of the common area usage at your property which will not be allocated to residents. If allowed by state law, we at our sole discretion may change the above methods of determining your allocated share of the utility services, by written notice to you.

05272014370001CA14011867

Luhua Rao, Yiran Rao

3. When billed by us directly or through our billing company, you must pay utility bills within 15 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there is a billing fee for the production of any utility bill or a set-up or initiation fee by our billing company, you shall pay such fees as indicated below.

Billing Fee:	\$ <u>0.00</u>	(not to exceed \$ <u>0.00</u>)
Late Fee:	\$ <u>0.00</u>	(not to exceed \$ <u>0.00</u>)
Set-up Fee:	\$ <u>0.00</u>	(not to exceed \$ <u>0.00</u>)

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the unit. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your unit and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 25.00.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the unit unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the unit due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

[illegible]

EQUAL HOUSING
OPPORTUNITY

Animal Addendum

Becomes part of Lease Contract

Date: May 27, 2014
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION.** Unit No. 144,
2020 Kittredge Street (street address)
in Berkeley (city),
California, 94704 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**

Lease Contract date: June 12, 2014

Owner's name: Granite Library Gardens LP

Residents (list all residents): Luhua Rao, Yiran Rao

The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. **CONDITIONAL AUTHORIZATION FOR ANIMAL.**

You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum. Owner may NOT require residents to declaw or devocalize their pets as a condition of occupancy.

4. **ANIMAL DEPOSIT.** An animal deposit of \$ _____ will be charged. We [check one] ☒ will consider, or ☐ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract [check one] ☒ does, or ☐ does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. **ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ _____. The monthly rent amount in Provision 6 of the Lease Contract [check one] ☒ includes ☐ does not include this additional animal rent.

6. **LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

7. **DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or community.

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

No pet present at move-in.

- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

11. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals. May not be enforceable unless on month to month tenancy and give 30 day notice of change of terms.

12. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

13. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

14. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

15. MOVE-OUT. When you move out, you'll pay for necessary defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there.

16. MULTIPLE RESIDENTS. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

17. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

 **Signed by LUHUA RAO**
Sat Jun 14 10:28:13 AM PDT 2014

 **Signed by YIRAN RAO**
Sat Jun 14 10:20:47 AM PDT 2014

Owner or Owner's Representative
(Signs below)

05272014369602CA14011867

Luhua Rao, Yiran Rao

Bed Bug Addendum

Date: May 27, 2014
(when this Addendum is filled out)



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.
Unit. No. 144, 2020 Kittredge
Street (street address)
in Berkeley
(city), California, 94704 (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: June 12, 2014
Owner's name: Granite Library Gardens LP
Residents (list all residents): Luhua Rao, Yiran Rao

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION. You agree that you: (Check one)
[] have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
[] will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

5. INFESTATIONS.
You agree that you have read all of the information on this addendum about bed bugs and:
(Check one)
[] you are not aware of any infestation or presence of bed bugs in your current or previous dwellings or home. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
[] you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

6. ACCESS FOR INSPECTION AND PEST TREATMENT. You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known

infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

7. NOTIFICATION. You must promptly notify us:
• of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
• if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

8. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

9. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

10. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

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BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and

mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

 Signed by LUHUA RAO
Sat Jun 14 10:28:25 AM PDT 2014

 Signed by YIRAN RAO
Sat Jun 14 10:20:59 AM PDT 2014

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

05272014369202CA14011867

Luhua Rao, Yiran Rao



**Lease Addendum
Community Policies, Rules and Release**

This Lease Addendum is attached to and made a part of your lease.

Welcome to your new home professionally managed by Riverstone Residential. We hope these community policies acquaint you with the many services and facilities available to you. It's the goal of Riverstone Residential to maintain a community where all residents are proud to call home. The management office is open to serve you and we request your assistance in maintaining high standards for your community.

Your lease contract is a very important document, be certain you received a copy. You need to thoroughly read the lease contract and all addenda to the contract. Please contact the management office if you have any questions about the contract or addenda.

Residents and all occupants, and guests, must comply with all policies regarding use of the resident's dwelling and the common areas. There are policies contained in the lease and separate policies attached to the lease or provided to the resident(s) during the lease term. For purposes of this acknowledgment, "owner" includes the dwelling owner named in your lease, Riverstone Residential and their respective partners, employees, officers, directors, agents and servants. "Lease" means the Lease Contract between owner and resident(s). "Home" means the, town home, or other space leased from owner including garages.

The owner does not promise or warrant that owner will be aware of crime that happens in the area or even on the property. Owner will try to notify the residents when owner becomes aware of a serious crime on the property with written notice attached to residents' front door.

If you would like to obtain accurate crime statistics for this geographic area, the local police station will be able to accommodate your request as a matter of public record. Additionally, the community maintains copies of resident notices issued in response to reported crimes occurring at this location. These copies may be viewed upon request.

Owner reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the owner.

Access Gates: Your community may have access gates. If your community has access gates, you will be given separate instructions on proper operation of the gates including, codes, transmitters, and other information. Owner is not and shall not become liable to you, your family, your guests or other occupants of your home for any injury, damage or loss whatsoever which is caused as a result of a problem, defect, malfunction or failure of the performance of the access gates.

Mail & Deliveries: In the event that Owner accepts delivery of Resident's mail or packages, Resident releases Owner from all liability with respect to the acceptance or storage of any mail or packages. Packages will be returned to sender if not claimed within seven (7) days of delivery.

Construction: In the event that the community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment to be used by authorized personnel only and entry into these areas by Resident, occupants of the Unit or their respective guests is strictly prohibited.

Maintenance: Emergency maintenance service is provided 24 hours a day by calling 510-540-5454. Qualified maintenance personnel are on duty to handle most problems that may arise. Please be considerate when requesting after-hours maintenance. If the situation can wait until the management office opens, please wait and call or leave a message with the answering service. Routine maintenance calls are taken during normal office hours. Any situation of potential property damage or resident injury is considered an emergency. For any calls after normal business hours, call 510-540-5454 and explain the emergency. Management personnel will be contacted. Owner reserves the right to determine whether a maintenance situation is an emergency. This provision shall not be construed as a waiver by Owner to require written notice of any repair requests. Resident acknowledges that this pertains to maintenance requests only; Resident agrees to contact the local law enforcement agency in the event of security-related concerns.

We will be glad to install any additional security devices identified in your lease; however, we require and request payment in advance. Our compliance with, or response to, any verbal request regarding safety matters shall not waive the strict requirements for written notices and requests relating to safety matters (such as exterior lighting, gates, locks, latches, alarm systems, and other similar systems).

1. Please do not make modifications to the walls, shelves, or closets without prior written approval from the management office.
2. Check breakers before calling in an electrical service request. If wall socket is out of order check all light switches.
3. Care for your countertops. Never place cigarettes, burning objects, hot cookware or chop food directly on the surfaces.
4. Use cold water when running your disposal. Insert soft foods only. If your disposal does not work, try pushing the reset button on the bottom of it.
5. Remove excess food from dishes prior to using dishwasher. The disposal should be emptied before the dishwasher begins its cycle.
6. Keep all drains free of hair and grease. POUR KITCHEN GREASE IN A CAN, NOT DOWN THE SINK.
7. Do not use aluminum foil or metal in the microwave.
8. Do not cover range top drip pans with aluminum foil.
9. Only toilet paper should be flushed down your commode; paper towels, tissue, hygiene articles, etc. should be thrown in the garbage.
10. Use shower curtain when taking a shower. Water on your bath floor could damage flooring, or flood the downstairs home.
11. Should your toilet overflow, turn off the valve immediately. This is the small faucet handle located on the wall near the base of the toilet. Call management immediately.
12. Utilize only those telephone outlets already available in your home.
13. Do not use candles or kerosene lamps for light. Only battery powered lighting may be used for lighting if electricity is interrupted or terminated.
14. General preventive pest extermination is available at \$ 0.00 charge. Please contact the management office to schedule an appointment.
15. Resident may be charged for damages associated with above items.

Laundry Rooms: If your property provides laundry rooms, the rooms will be operated by a commercial company. A repair number is posted in the laundry facility and may be called for repair service and refunds. Please help keep the laundry room clean.

Obstructions & Trash: Keep all sidewalks, entrances, passageways and stairways around the property free from obstructions. Keep trash in its proper place. Trash receptacles are located on the community grounds. A minimum charge of \$5 and up to \$50 will be levied for anyone placing trash in any area not designated for refuse disposal.

Patios & Balconies: Please keep patios/balconies clean. Patios/balconies are to be used for patio furniture and plants. Patios/balconies are not to be used for storage. Garbage bags, garbage receptacles, bicycles, toys, clotheslines or clothes hanging over balcony rails, and similar items are unsightly as well fire hazards. Resident agrees to comply with the local fire codes in relation to the use of barbecues. The minimum acceptable policy for use of barbecues prohibits the use of any grill, hibachi, or smoker within 10 feet of the building or overhang. Any person violating this code or failing to comply with it is subject to a fine and may be in default of their lease.

Vehicles & Parking: Neither Riverstone Residential Group nor the community is responsible for any damages that happen while parking on community property. All vehicles must be registered with the management office. If applicable, residents must display a Riverstone Residential parking sticker or permit attached to the driver side of the front windshield. When you move out, you agree to return the permit(s) issued. A fee will be charged for each permit not returned upon move out.

Please do not wash or repair vehicles on the premises, unless it is in an area designated as such by the management office. If boat parking is available, please use the designated areas only. Please observe the posted speed limits (_____) MPH. No trailer, motor home, unauthorized boats, campers or large trucks are allowed on parking facilities.

Permits issued:	1. Permit no.	Vehicle license plate/state:	Make/Model/Color:
	2. Permit no.	Vehicle license plate/state:	Make/Model/Color:

Transmitters issued:	1. I.D. no.
	2. I.D. no.

Keys: During normal business hours, the management office will allow residents entry into their home upon verifying photo identification against the lease file. The property does not respond to after-hours lockouts unless the key breaks off inside the lock or the key does not work. Otherwise, a local locksmith will need to be notified. Management must have a key to your apartment home. Additional locks may be added to your door ONLY with the permission of the resident manager, and must be installed by the management maintenance staff. A lock change will be provided for \$ 50.00 and will be completed after payment is received. **Owner does not provide after-hour lockout service or key duplications after move-in.**

Animals: Animals are not permitted on the premises unless approved by management in writing by separate agreement. Upon acquiring an animal, Resident must sign an animal addendum; a photo of the animal must be on file, an animal deposit and/or applicable animal fees paid. Service animals are not subject to an animal deposit or applicable animal fees.

Transfer: During Resident's current lease term, if Resident wants to transfer from one unit to another unit in the community, the transfer must be approved by Owner. For consideration, Resident(s) must have fulfilled 6 months of residency, employment and income will be re-evaluated, must have paid rent on time consistently and must be in good condition. If Owner approves the transfer, Resident will need to sign a new lease, must give a 30 day notice, complete applicable paperwork, pay any applicable transfer fee and pay a New Security Deposit. After Owner has inspected the Unit, the appropriate portion of Resident's original Security Deposit will be refunded in accordance with applicable law. Contact the management office if you wish to transfer from your current home at the community to another one.

Assignment and Subletting: Resident shall not assign or sublet all or any portion of this Lease or Resident's right to occupy the Unit to anyone.

Moving: All moving vans, trucks and other activity related to moving into or out of your home at this community begins no earlier than 8am and ceases by 9pm daily. Complete the move-in/move-out inspection form with a Riverstone Residential associate regarding the condition of your home before you move in. Make certain you receive a copy to keep for your records.

Loitering: Residents, occupants and guests are not permitted to loiter in the parking areas.

Solicitation: All residents are prohibited from soliciting business, requesting contributions, or distributing propaganda on the property.

Guest & Gatherings: As a resident, you are responsible for your guest(s) behavior. Keep gatherings in the common areas, clubroom, barbecue/picnic area, or inside your home. The consumption of alcoholic beverages is restricted to the confines of your living areas. People not accompanied by a resident will be asked to leave the property.

Zero Tolerance: Any arrest able offense will not be tolerated. Fighting of any kind is an arrestable offense and will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Guests staying more than 3 days in your home must be registered in the management office. Disposing of trash anywhere other than designated areas will not be tolerated. Inappropriate behavior including but not limited to fighting, playing on fencing, graffiti, destruction of property, or other use of community property for other than designed use will not be tolerated. Open containers of alcohol are illegal.

Window Coverings: Window coverings are provided by the community. Any uncovered window can only be covered by draperies with a white backing to maintain consistent window appearance. You are welcome to use your own window treatments in front of the provided window coverings. No stickers or decals are to be displayed in the windows.

Noise: Respect the privacy of your neighbors with regard to televisions, radios, and stereos. Gatherings must not become loud, boisterous, rude or generally disturbing to other residents. Residents playing loud music in their units, the common area or cars will be in violation of their lease and may be issued a citation for disturbing the peace.

Fitness Center, Playground, & Other Recreational Areas: All property recreational facilities are provided for the enjoyment of the residents and guests. Abuse of the facilities and or policies will not be tolerated. Management reserves the right to restrict, wherever necessary, resident's facility privileges. Keep skateboards, roller blades, and bicycles out of the courtyard and use in the areas designated for these activities. The facilities may include, but not limited to, the fitness center, playground, racquetball court, basketball court, tennis court, or other areas. Observe posted rules and following policies:

1. All activities in any of the recreational areas are unsupervised. Use at your own risk.
2. Property owner(s) and management assume no responsibility for accident or injury.
3. You should consult your physician before participating in any physical exercise since inherent risks may be associated.
4. Persons under 14 years of age must be accompanied by a parent or responsible adult.
5. Please use equipment only in manner intended by the manufacturer.
6. Please notify the management office immediately if you believe any equipment is malfunctioning.
7. The fitness center should not be occupied by anyone not using the exercise facilities.
8. Recreational areas may be used by residents and up to 2 guests. Residents must supervise guests at all times.



9. Only drinks in plastic containers with lids are allowed. No food please.
10. Pets are not permitted unless approved by the management office.
11. Appropriate exercise shoes and clothing must be worn at all times. Swimwear when used for exercising is not appropriate. Management will determine appropriate clothing.

Swimming Pool(s)/Spa: The pool(s)/spa are provided for your enjoyment. Resident(s) agrees to obey all rules and regulations pertaining to the use of the pool/spa, established by the owner, and that you will instruct members of your household and guests to follow and adhere to such rules. Observe the posted rules and following policies:

1. Use the pool at your own risk.
2. No lifeguard or other safety personnel will be on duty at the swimming pool or spa at any time unless you receive notice from the management office stating otherwise.
3. Dial 911 for EMS or emergencies.
4. Posted pool hours are to be observed by all pool users.
5. Persons under the age of 14 must be accompanied and supervised by a parent or legal guardian at all times.
6. Pool area entry/exit gates may not be propped open, or otherwise rendered inoperable for any purpose, even temporarily.
7. Safety equipment is to be used only in case of an emergency.
8. No running, horseplay, loud noise or disturbing activities allowed.
9. Pool/spa may be used by resident(s) and up to 2 guests per home.
10. Residents must accompany and supervise all guests.
11. No glass permitted in pool/spa area.
12. No pets allowed in pool/spa area.
13. Proper swimming attire is required. Threads from improper bathing attire such as cut-offs or tank tops can cause drain clogs. If a drain clog occurs due to your attire, you may be subject to the resulting service charge to open the blockade.
14. Any individuals with skin abrasions, lesions, cuts, contagious skin or eye disease, or nose, ear, or communicable diseases may not use the pool facilities and will be strictly prohibited from pool entry.

Business Center: Resident agrees to obey the following rules and regulations pertaining to the use of the Business Center located in the community:

1. Resident is limited to two guests at any one time in the Business Center and all guests must be accompanied by a Resident.
2. Resident shall be allowed to use the computers in the Business Center for a maximum period of 1 hour at a time. Once this 1 hour period has expired, Resident may use the computer in the Business Center on a "stand by" basis until another Resident requests use.
3. Resident acknowledges how to use the computers in the Business Center and will not use any computers Resident does not know how to use. When finished with a computer, Resident agrees not to turn off the computer, but to click on the HOME icon.
4. Resident will not access icons or system files, chat rooms, newsgroups, list servers or bookmarks, access of print pornographic material, violate copyright laws or otherwise use the intellectual property of others without permission or download to disks. Resident represents that Resident will use the Business Center for research and educational purposes only. Resident and Resident's guests shall not use the Business Center, or the computers located in the Business Center, for any other purpose and shall not display, connect with or print out information from any pornographic or sexually suggestive site.
5. Resident acknowledges that neither the Owner nor the Owner's managing agent have any responsibility to monitor or prevent access to any sites which may be objectionable and that Owner cannot and does not guarantee that any material available on any computer or any internet site is current, accurate, inoffensive or suited to any particular user's purpose.
6. Neither Owner nor Owner's managing agent are responsible or liable for any damages sustained by Resident or Resident's guests or others with respect to the use of the Business Center, or any computer located in the Business Center, and Resident hereby releases Owner and Owner's managing agent from any and all responsibility, liability or damages of any nature whatsoever relating to the use of the Business Center, or any of the computers located at the Business Center, by Resident, Resident's guests, or other.
7. Resident shall be responsible for any children using the Business Center and Resident represents that no one under the age of 10 may enter the Business Center without being accompanied by an adult.

Lease Contract: The lease contract is and will be subject and subordinate to the lien and provisions of any mortgages or deeds of trust now or hereafter placed against the property or against our interest or estate in the property, and any renewals, modifications, consolidations and extensions of such mortgages of you to effect subordination. If any mortgagee elects to have this lease prior to the lien of such mortgagee's mortgage or deed of trust, and given such notice of such election to you, this lease will be deemed prior to the lien of such mortgage or deed of trust, whether this lease is dated prior or subsequent to the date of such mortgage or deed of trust, or the recording thereof. You will execute and deliver upon request from us, such further instruments evidencing the subordination of this lease to any mortgage or deed of trust. In the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust against the property, you will, upon request of any person or party succeeding to our interest as a result of such proceedings, attorn to such successor in interest as landlord under this lease; provided, however, in no event shall you have the right to terminate this lease in the event of foreclosure by any lien holder of the property.

Waiver: A failure by the owner to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the owner may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

Interpretation of Policies: The owner's interpretation of these rules and regulations, and the owner's decision based on them, shall be final and conclusive. All policies will be strictly enforced. Anyone violating these policies will be asked to move.


Modifications of Policies: The owner may, from time to time, amend or change any of the community policies applicable to the standard of conduct to be exercised in the community by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE


In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledge and confirm the following:

1. The owner is not responsible for my personal safety or that of my belongings. Owner has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency.
2. If this community has access gates or other entry restricting devices, or if my apartment has an intrusion alarm, and with respect to the smoke alarm(s) located in the apartment, I ACKNOWLEDGE THAT THE OWNER IS NOT RESPONSIBLE FOR AND I HEREBY RELEASE OWNER AND ITS MANAGER FROM LIABILITY FOR DAMAGE, COSTS, LOSS OF PERSONAL PROPERTY, OR INJURY TO PERSONS AS A RESULT, OR ARISING OUT OF OR INCIDENTAL TO THE INSTALLATION, OPERATION, NON-OPERATION, REPAIR OR REPLACEMENT OF THE ACCESS GATES, SUCH DEVICES OR ALARMS, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACT OR OMISSION OF THE OWNER OF THIS PROPERTY OR ITS MANAGER.
3. I understand that providing insurance on my personal property is my responsibility. Owner has not stated or implied to me that it will provide insurance or any coverage for any loss.
4. If the manager accepts mail or small deliveries on my behalf, I release owner and manager from liability for the acceptance or storage of such mail and deliveries.

Number 144

 **Signed by LUHUA RAO**
Sat Jun 14 10:32:15 AM PDT 2014
Resident _____ Date _____

Owner or Owner Representative
(Signing on behalf of owner) Date _____

 **Signed by YIRAN RAO**
Sat Jun 14 10:21:16 AM PDT 2014
Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

WAIVER, RELEASE, DISCHARGE AND INDEMNITY

In consideration of being allowed to participate in the activities and programs of this property and to use its facilities and equipment. I do hereby waive release and forever discharge this property, its owner and manager and their respective partners, employees, officers, directors, agents, and servants (The "Releases") from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or my use (or that of my children) of equipment, facilities, swimming pools or spas at this property including any responsibilities or liabilities caused by the negligent act or omission of any of the releases, or in any way arising out of or connected with my participation in any activities of the property or the use of any equipment. I do hereby agree to and will indemnify and hold harmless releases from any cause of action for property damage, personal injury and/or death of/to myself and/or my minor child(ren) and/or my guests whether caused in whole or in part by my negligence or the negligence of my guests.

I understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

I acknowledge and agree to this waiver, release and discharge of liability.

 **Signed by LUHUA RAO**
Sat Jun 14 10:29:29 AM PDT 2014
Resident _____ Date _____

Owner or Owner Representative
(Signing on behalf of owner) Date _____

 **Signed by YIRAN RAO**
Sat Jun 14 10:21:20 AM PDT 2014
Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____



LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

1. **Addendum.** This is an addendum to the NAA Lease Contract for Apt. No. 144 in the Library Gardens

Apartment in Berkeley (city) CA (state).
The effective date of this addendum is _____.

2. **Acknowledgment Concerning Insurance or Damage Waiver.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires You to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100,000 per occurrence. You will ensure that the liability insurance policy identifies Granite Library Gardens LP, C/O Riverstone Resident Insurance Relations Department, P.O. Box 2706, Lynnwood, WA 98036 as a “Party of Interest” or “Interested Party” (or similar language as may be available). You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods, a policy of personal liability insurance with this limit and otherwise satisfying the requirements listed below, at your sole expense.

3. **Required Policy.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third-parties (including damages to our property), with the minimum policy coverage amount set forth in paragraph 2 above, from a carrier with an AM Best rating of A-VII or better, authorized to issue such insurance in (state). The Carrier must provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

4. **No Solicitation.** Unless otherwise acknowledged in writing, you acknowledge that we have made no solicitations, guarantees, representations, or promises whatsoever concerning any insurance or services provided by any insurance company. You were and are free to contract for the required insurance with the provider of your choosing so long as that provider comports with the requirements of paragraph 3 above.

5. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any

language to the contrary in the Lease Contract. Accordingly, our insurance carrier may sue you for losses it pays as a result of your negligence, and your insurance carrier may sue us for losses it pays as a result of our negligence.

6. **Your Insurance Coverage.** By signing this addendum, you acknowledge that you have purchased (or will purchase) the insurance described in paragraphs 2 and 3, and that you will provide written proof of this insurance to on-site staff prior to taking possession of the apartment. You further acknowledge that you will keep this insurance policy in-force for the entire term of the lease. If any material terms of your insurance policy change, you agree to promptly provide proof of the modified policy terms to the on-site staff. For the purposes of this paragraph, either the written policy itself or the declaration page to the policy shall constitute written proof.

7. **Default.** Unless otherwise prohibited by law, any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law. If you fail to pay the insurance charge or if you allow your outside policy to expire or cancel, you will be in default under the terms of your lease. If you fail to provide written proof of insurance as required by paragraph 6, we reserve the right to procure coverage to address the deficiency and you agree to reimburse us for the cost of such insurance. The monthly insurance charge is due in full each month with your rental payment. The insurance carrier will issue a policy to you via mail, naming you as the certificate holder or as the insured party. You will also receive a policy in the mail as evidence of your enrollment into the program. We may continue to charge you for such insurance coverage until such time as you provide proof of insurance pursuant to paragraph 6.

8. **Miscellaneous.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.


9. **Special Provisions:** _____

IMPORTANT DISCLOSURES – READ CAREFULLY BEFORE SIGNING

- 1. The insurance required by the Lease Contract is not required by any law. Your obligation to provide insurance stems solely from the Lease Contract.
- 2. The insurance required by the Lease is not an attempt to limit the Owner's liability for its own negligence or your liability for your own negligence.
- 3. Owner may be receiving remuneration from insurance companies where permitted by law. CAS Insurance Agency, a licensed affiliate of the property manager, may also receive compensation on policies issued by some insurance companies for administrative or marketing support.
- 4. The insurance required by the Lease Contract is not in lieu of, or in any way a component of, the security deposit required by the Lease Contract.
- 5. You understand that every term of the agreement between you and the Owner is set forth in the Lease Contract, any addenda thereto, and in the Rules and Regulations which collectively constitute the entire agreement between you and the Owner. There are no other terms except those which may be implied by law.
- 6. You agree that you have not received any oral representations from Owner or any representative of Owner which are inconsistent with or not contained in the Lease Contract, the addenda attached to the Lease Contract, or in the Rules and Regulations. If you have received any such oral representations, you agree that you did not rely on them to decide to enter in the Lease Contract or this Addendum.
- 7. You understand that the liability-only insurance we may procure on your behalf in the event of your default may cost more than similar insurance you can purchase on your own. You also understand that this liability-only insurance purchased on your behalf is limited in scope and may not fully protect you interests.

Resident or Residents

Owner or Owner's Representative

 Signed by YIRAN RAO
Sat Jun 14 10:21:27 AM PDT 2014

 [signs here]

Date of Lease Contract
06/12/2014



1. DWELLING UNIT DESCRIPTION. Unit. No. 144,
2020 Kittredge Street (street address)
in Berkeley (city),
California, 94704 (zip code).

Residents (*list all residents*): **Luhua Rao, Yiran Rao**

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;

- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets--provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.


8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

(All residents must sign here)

 Signed by LUHUA RAO
Sat Jun 14 10:29:45 AM PDT 2014

 Signed by YIRAN RAO
Sat Jun 14 10:21:33 AM PDT 2014

Date of Lease Contract
June 12, 2014

Move In - Move Out Inspection Form



Community Name: Library Gardens

Yardi ID:

Resident's Name: Luhua Rao, Yiran Rao

Residents Address: 2020 Kittredge Street

Unit# 144

CARPET & FLOORING DATA

Carpet Last Replacement Date:

New at Move In Yes ()

No()

Vinyl / Flooring Last Replacement Date:

New at Move In Yes ()

No()

ENTRY & LIVING ROOM		ENTRY & LIVING ROOM		ENTRY & LIVING ROOM			
Room / Item	Move In Condition is Clean, No damage except as noted	Move Out Condition	Cleaning Charge	Damage Charge			
Floor/Carpet							
Fireplace							
Lights							
Windows/Screens							
Paint/Walls							
DINING ROOM & HALL		DINING ROOM & HALL		DINING ROOM & HALL			
Room / Item	Move In Condition is Clean, No damage except as noted	Move Out Condition	Cleaning Charge	Damage Charge			
Floor/Carpet							
Lights							
Windows/Screens							
Paint/Walls							
KITCHEN		KITCHEN		KITCHEN			
Room / Item	Move In Condition is Clean, No damage except as noted	Move Out Condition	Cleaning Charge	Damage Charge			
Floor/Carpet							
Cabinets							
Range Top/Oven							
Hood, Filter, Fan							
Refrigerator							
Dishwasher							
Microwave							
Lights							
Sink							
Counters							
Pantry/Doors							
Windows/Screens							
Paint/Walls							
BATHROOMS		Bath 1	Bath 2		Bath 1	Bath 2	
Room / Item	Move In Condition is Clean, No damage except as noted	Move Out Condition	Cleaning Charge	Damage Charge			
Floors							
Cabinets							
Sink/Vanity/Mirror							
Tub/Shower							
Toilet							
Lights							
Windows/Screens							
Paint/Walls							
BEDROOMS		Bdrm 1	Bdrm 2		Bdrm 1	Bdrm 2	
Room / Item	Move In Condition is Clean, No damage except as noted	Move Out Condition	Cleaning Charge	Damage Charge			
Floors/Carpet							
Lights							
Windows/Screens							
Closets/Doors							
Paint/Walls							
LAUNDRY		LAUNDRY		LAUNDRY			
Room / Item	Move In Condition is Clean, No damage except as noted	Move Out Condition	Cleaning Charge	Damage Charge			
Washer / Dryer							
Floors							
GARAGE/PATIO/KEYS		GARAGE/PATIO/KEYS		GARAGE/PATIO/KEYS			
Item	Move In Condition is Clean, No damage except as noted	Move Out Condition	Cleaning Charge	Damage Charge			
Patio/Garage							
Doors							
Blinds							
Smoke Detector							
Resident Initial	Move In _____	Move Out _____					



KEYS/REMOTE		KEYS/REMOTE		KEYS/REMOTE	
Key FOB	# Issued ()	# Received ()			
Garage Remote	# Issued ()	# Received ()			
Keys	# Issued: Mail () Apt ()	# Received Mail () Apt ()			
Move In Comments:					
Move Out Comments:					
FORWARDING ADDRESS					
Resident Name(s):				Phone Number:	
Forwarding Address:					
Date of Move-in:		Date of Move-out:			
Date Notice Given:	Legal ()	Illegal ()	Skip ()	Eviction ()	Transfer () Unit #__
SUMMARY OF MOVE OUT CHARGES					
CREDITS (COLUMN A)		CHARGES (COLUMN B)		<i>I have inspected the above apartment prior to occupancy and accept it with the conditions as stated above. I understand further that upon vacating the above unit, any cleaning, repair and replacement costs will be charged to me based on the Standard Cleaning Charges Form provided to me at move in.</i>	
Security Deposit		Cleaning Charges			
Additional Deposit		Damages/Replacements			
Key Remote Deposit		Key/Lock Changes			
Pet Deposit		Painting			
Misc. Credit (Specify)		Carpet			
		Entry Cards/Remotes			
		Insufficient Notice Fee			
		Reletting Fee			
		Cancellation/Term Fee			
		Concessions Reimbursement			
		Eviction/Legal/late Fees			
		Past Due Rent From: To:			
		Accelerated Rent From: To:			
		MTM Fee/Other Fees:			
		Deposit Forfeit			
		Unpaid Utilities			
		Reimburse Trash Fee			
TOTAL CREDITS	\$	TOTAL CHARGES	\$	Resident Signature (Move in) Date	
GRAND TOTAL	\$	TOTAL OF COLUMN "A" MINUS TOTAL OF COLUMN "B"		Resident Signature (Move in) Date	
BALANCE DUE	\$	IF AMOUNT OF GRAND TOTAL IS A NEGATIVE NUMBER		Manager Signature (Move in) Date	
REFUND AMOUNT	\$	IF AMOUNT OF GRAND TOTAL IS A POSITIVE NUMBER		Resident Signature (Move out) Date	

NO-SMOKING ADDENDUM

Date: May 27, 2014
(when this Addendum is filled out)



All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. Dwelling Unit Description. Unit No. 144 ,
2020 Kittredge Street (street
address) in Berkeley
(city), California, 94704 (zip code).

2. Lease Contract Description
Lease Contract date: June 12, 2014
Owner's name: Granite Library Gardens LP

Residents (list all residents): Luhua Rao, Yiran Rao

3. Smoking Anywhere Inside Buildings of the Community is Strictly Prohibited. All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this addendum and the Lease Contract.

The prohibition on use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents is also prohibited by this addendum and other provisions of the Lease Contract inside any dwelling or building.

Smoking Outside Buildings of the Community. Smoking is permitted only in specially designated areas outside the buildings of the community. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☐ is ☒ is not permitted.

The following outside areas of the community may be used for smoking:

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

4. Your Responsibility for Damages and Cleaning. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or

building is in excess of normal wear and tear in our smoke free community.

5. Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

6. Definition of Smoking. Smoking refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to, any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, or pipes. Smoking also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. Lease Contract Termination for Violation of the Addendum. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

8. Extent of Your Liability for Losses Due to Smoking. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

9. Your Responsibility for Conduct of Occupants, Family Members, and Guests. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

10. There Is No Warranty of a Smoke Free Environment. Although we prohibit smoking in all interior parts of the community, there is no warranty or guaranty of any kind that your dwelling or the community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. You must check one of the following boxes.

- ☐ Neither you nor anyone who will be living in the dwelling is a smoker.
- ☐ Someone in my household is a smoker; however, we agree to follow your no-smoking policy.

Resident or Residents

[All residents must sign here]

Signed by LUHUA RAO
Sat Jun 14 10:29:58 AM PDT 2014
Signed by YIRAN RAO
Sat Jun 14 10:21:50 AM PDT 2014

Owner or Owner's Representative

[Sign here]

05272014368401CA14011867



LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. Dwelling Unit Description. Unit. No. 144,
2020 Kittredge Street (street address)
in Berkeley (city),
California, 94704 (zip code).

2. Lease Contract Description.
Lease Contract date: June 12, 2014
Owner's name: Granite Library Gardens LP

Residents (list all residents): Luhua Rao, Yiran Rao

To the extent any terms of this addendum conflict with the Lease Contract,
the terms of this addendum are controlling.

- 3. Remote control/cards/code for gate access.
Remote control for gate access. Each person who is listed as a resident
on the lease will be given a remote control at no cost to use during his or
her residency.
Cards for gate access. Each person who is listed as a resident on the
lease will be given a card at no cost to use during his or her residency.
Code for gate access. Each resident will be given, at no cost, an access
code (keypad number) for the pedestrian or vehicular access gates. It is
to be used only during your residency. We may change the access code
at any time and will notify you of any such changes.

- 4. Damaged, lost or unreturned remote controls, cards or code changes.
If a remote control is lost, stolen or damaged, a \$ 0.00
fee will be charged for a replacement. If a remote control is not returned
or is returned damaged when you move out, there will be a \$ 0.00
deduction from the security deposit.
If a card is lost, stolen or damaged, a \$ 0.00 fee will be
charged for a replacement card. If a card is not returned or is returned
damaged when you move out, there will be a \$ 0.00
deduction from the security deposit.
We may change the code(s) at any time and notify you accordingly.

- 5. Report damage or malfunctions. Please immediately report to the office
any malfunction or damage to gates, fencing, locks or related equipment.
6. Follow written instructions. We ask that you and all other occupants read
the written instructions that have been furnished to you regarding the access
gates. This is important because if the gates are damaged by you or your
family, guest or invitee through negligence or misuse, you are liable for the
damages under your lease, and collection of damage amounts will be pursued.
7. Personal injury and/or personal property damage. Except as specifically
required by law, we have no duty to maintain the gates and cannot guaranty
against gate malfunctions. We make no representations or guarantees to you
concerning security of the community. Any measures, devices, or activities
taken by us are solely for the benefit of us and for the protection of our
property and interests, and any benefit to you of the same is purely incidental.
Anything mechanical or electronic is subject to malfunction. Fencing, gates
or other devices will not prevent all crime. No security system or device is
foolproof or 100 percent successful in deterring crime. Crime can still occur.

Protecting residents, their families, occupants, guests and invitees from crime
is the sole responsibility of residents, occupants and law enforcement
agencies. You should first call 911 or other appropriate emergency police
numbers if a crime occurs or is suspected. We are not liable to any resident,
family member, guest, occupant or invitee for personal injury, death or
damage/loss of personal property from incidents related to perimeter fencing,
automobile access gates and/or pedestrian access gates. We reserve the right
to modify or eliminate security systems other than those statutorily required.
You will be held responsible for the actions of any persons to whom you
provide access to the community.

- 8. Rules in using vehicle gates.
Always approach entry and exit gates with caution and at a very slow
rate of speed.
Never stop your car where the gate can hit your vehicle as the gate opens
or closes.
Never follow another vehicle into an open gate. Always use your card to
gain entry.
Report to management the vehicle license plate number of any vehicle
that piggybacks through the gate.
Never force the gate open with your car.
Never get out of your vehicle while the gates are opening or closing.
If you are using the gates with a boat or trailer, please contact
management for assistance. The length and width of the trailer may
cause recognition problems with the safety loop detector and could cause
damage.
Do not operate the gate if there are small children nearby who might get
caught in it as it opens or closes.
If you lose your card, please contact the management office immediately.
Do not give your card or code to anyone else.
Do not tamper with gate or allow your occupants to tamper or play with
gates.

- 9. Special Provisions. The following special provisions control over
conflicting provisions of this printed form:

[Empty lines for special provisions]

Resident or Residents
[All residents must sign here]

Signed by LUHUA RAO
Sat Jun 14 10:30:05 AM PDT 2014

Signed by YIRAN RAO
Sat Jun 14 10:21:55 AM PDT 2014

Owner or Owner's Representative
[signs here]

Date of Lease Contract

June 12, 2014

Rent Addendum

Resident Name(s): Luhua Rao, Yiran Rao
Lease Start Date: 06/12/2014 **Unit No.:** 144

Resident shall be charged the amount of \$ 1646.67, covering either (as applicable): (i) rent and other charges (identified below) from the commencement date of this Lease through the end of the calendar month in which the Lease commences, if the commencement of the term is prior to the twentieth (20th) day of the calendar month; or (ii) rent and other charges (identified below) from the commencement of this lease through the end of the first full calendar month of this Lease if the commencement date of the term is on or after the twentieth (20th) day of the calendar month.

Beginning with the first day of the next calendar month of the term of this Lease and continuing throughout the term of this Lease (including any month-to-month renewal), Resident shall pay the following amount per month payable in advance and without demand on or before the first day of each month with *no grace period*:

Base Monthly Rent	\$ <u>2600.00</u>
Less Monthly Concession Amount	\$ <u>0.00</u>
Concession Description:	

Base Monthly Payment after Concession	\$ <u>2600.00</u>
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Other Monthly Charges:

Laundry Equipment	\$ <u>0.00</u>
Washer Serial No. _____	
Dryer Serial No. _____	
Additional Monthly Rent for Animal	\$ _____
Trash	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Tax (if applicable)	\$ _____

Total Monthly Rent and Other Charges after Concession (the "Rent")	\$ <u>2600.00</u>
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SPECIAL PROVISIONS:

All Monthly rental payments must be made by one check, not multiple checks. Partial payment of rent is not acceptable at any time; all payments must be made in full to include all amounts due. Post-dated or third party checks will not be accepted. Payment made to the office will not be held at the request of anyone; all payments made to the office will be directly deposited. All payments made after (2) NSF's must be in the form of cashier's check or money order.



Resident(s) Name: Luhua Rao, Yiran Rao

Lease Start Date: 06/12/2014

Apartment No.: 144

Rent Concession: Resident acknowledges that Residents' right to receive a Concession detailed above is conditional upon Residents' full, complete and timely performance of all obligations under this Lease and the documents pertaining to this Lease. If Resident fails to pay Rent on or before the first day of each month pursuant to the terms of this Lease during any month of this Lease term, in addition to any other rights or remedies, the Owner has as a result of Residents' default, Resident shall not be entitled to the prorated portion of the Concession attributed to that month and Resident shall owe the full amount of rent as stated in this Lease for that month (as if no concession was given) plus any applicable late charges as a result of Residents' failure to timely pay rent in the event the resident is asked to leave, is evicted or moves out prior to the expiration of this Lease or any applicable renewal period, Resident shall pay to Owner, upon demand, the full amount of the Concession in addition to any other rent, fees, charges or expenses Resident is required to pay under this Lease as a result of Residents' failure to comply with the terms of this Lease. Resident acknowledges that the Concession constitutes a discount of Rent only and not a discount of any other charges which Resident may be required to pay pursuant to the terms of this Lease.

Month to Month Charge: This Lease Contract will automatically renew month-to-month unless either party gives at least 30 days written notice of termination or intent to move-out as required by paragraph _____ (Move-Out Notice). Once the lease contract has been renewed on a Month-to-Month basis either party is required to give at least 30 days written notice of termination of intent to vacate to move-out. A month-to-month charge in the amount of \$ 150.00 will be due in addition to the below stated monthly rental rate while the Resident continues on a month-to-month lease. Communities utilizing a yield management pricing tool will pull a new Quote Rate for the apartment at the time of notice and charge that current rental rate.



Signed by LUHUA RAO

Sat Jun 14 10:30:19 AM PDT 2014



Signed by YIRAN RAO

Sat Jun 14 10:22:04 AM PDT 2014

Owner Representative

Resident(s) Signature



RIVERSTONE

RESIDENTIAL GROUP

RIVERSTONE RESIDENTIAL GROUP RESTRICTED ANIMAL/BREED LIST

(includes but not limited to)

(Note: Service/Companion animals may not be subject to this list)

The following constitutes a list of animals, and/or breed of animals, that shall not be permitted in, on or upon any dwelling unit or common area. Animals not listed below, but which display substantially similar physical characteristics or traits to those animals listed below, shall be treated as though they had been listed below. Reasonable accommodations may be made for service or companion animals, in accordance with applicable laws.

Breeds of Dogs:

**Pit Bulls
Rottweilers
Presa Canario
German Shepherds
Huskies
Malamutes
Dobermans
Chowchows
St. Bernard's
Great Danes
Akitas**

Terriers (*Staffordshire*)

American Bull Dog

Karelian Bear Dog

Any hybrid or mixed breed of one of the aforementioned breeds

Poisonous Animals:

**Tarantulas
Piranhas**

Exotic Animals:

Reptiles (*snakes, iguanas*)

Ferrets

Skunks

Raccoons

Squirrels

Rabbits

Birds (*parrots, cockatiels, macaws*)

LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. Dwelling Unit Description. Unit. No. 144, 2020 Kittredge Street in Berkeley California, 94704

2. Lease Contract Description. Lease Contract date: June 12, 2014 Owner's name: Granite Library Gardens LP Residents (list all residents): Luhua Rao, Yiran Rao

3. Number and size. You may install 0 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. Location. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. Safety and non-interference. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. Signal transmission from exterior dish or antenna to interior of dwelling. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. Safety in installation. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. Maintenance. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. Removal and damages. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. Liability insurance. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 100000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. Security Deposit. An additional security deposit of \$ will be charged. We [check one] [] will consider or [X] will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract [check one] [] does or [X] does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. When you may begin installation. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. Miscellaneous. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. Special Provisions. The following special provisions control over conflicting provisions of this printed form:

[Empty lines for special provisions]

Resident or Residents [All residents must sign here] Signed by LUHUA RAO Sat Jun 14 10:30:29 AM PDT 2014 Signed by YIRAN RAO Sat Jun 14 10:22:13 AM PDT 2014

Owner or Owner's Representative [signs here]

Date of Lease Contract June 12, 2014