

ADDENDUM TO RESIDENTIAL LEASE

THE DWELLING UNIT IS A **NON-SMOKING** UNIT AND IS PROVIDED IN A GOOD AND CLEAN CONDITION FOR THE ENJOYMENT OF THE TENANTS. IT MUST BE MAINTAINED IN THAT CONDITION THROUGHOUT THE LEASE TERM.

1. THE ENTIRE RENT MUST BE PAID WITH A **SINGLE PAYMENT**, AND IS DUE NO LATER THAN THE **FIRST DAY OF EACH MONTH**, REGARDLESS OF WHETHER IT FALLS ON WEEKDAYS, WEEKENDS OR HOLIDAYS. PAYMENT OF RENT MAY BE MADE ONLY BY THOSE NAMED IN THE LEASE. PAYMENTS BY OTHERS WILL NOT BE ACCEPTED AND BE SUBJECT TO A LATE FEE (ITEM 2).

RENT PAYMENT SHALL BE DONE BY ELECTRONIC FUNDS TRANSFER FROM TENANT'S ACCOUNT TO LANDLORD'S ACCOUNT. LANDLORD'S ACCOUNT INFORMATION WAS PROVIDED TO TENANT. QUESTIONS MAY BE DIRECTED TO **GARY GILLESPIE**, gillespie@gmail.com (858 697 7281).

2. A PARTIAL PAYMENT FOR RENT WILL NOT BE ACCEPTED. A **LATE FEE OF \$130** SHALL BE APPLIED FOR ANY RENT PAYMENT RECEIVED AFTER THE FIRST OF THE MONTH. THEREAFTER, AN ADDITIONAL FEE OF **\$5 FOR EACH ADDITIONAL DAY OF DELAY** WILL BE CHARGED. SHOULD THE BANK REFUSE TO HONOR THE PAYMENT FOR ANY REASON, ANY LATE FEE SHALL APPLY IN ADDITION TO **BANK FEES AND THIRD PARTY FEES**. THESE FEES PARTIALLY COMPENSATE FOR EXPRESS DEPOSIT BY OWNER TO COVER REQUIRED EXPENSES, ADMINISTRATIVE FEE AND LATENESS OF RENT.

3. THE UNIT MUST BE KEPT IN A GOOD AND CLEAN CONDITION. TENANT SHALL INFORM THE PROPERTY MANAGER (MANAGER) OF ANY PROBLEM IMMEDIATELY UPON ITS DISCOVERY. WHEN TAKING POSSESSION, IF TENANT BELIEVES THAT REPAIR OR ADDITIONAL CLEANING IS REQUIRED TENANT MUST PROVIDE A WRITTEN LIST OF SUCH ITEMS WITHIN THREE (3) DAYS FROM COMMENCEMENT DATE OF LEASE, NOT AS CONTINGENCY OF THIS AGREEMENT, BUT AS AN ACKNOWLEDGEMENT OF CONDITION OF PREMISES. MANAGER HAS THE RIGHT TO INSPECT THE PROPERTY WITH A 24 HOUR NOTICE, TO CHECK ITS CONDITION. IF UNIT IS NOT MAINTAINED IN A CLEAN CONDITION TENANT WILL BE GIVEN 5 DAYS TO RECTIFY THE SITUATION. IF UPON A SECOND INSPECTION THE UNIT IS NOT CLEAN, MANAGER HAS THE RIGHT TO HIRE CLEANERS AND REQUIRE TENANT TO REIMBURSE UPON PRESENTATION OF INVOICE.

4. ANY EXPENDITURE APPROVED BY THE MANAGER AND PAID BY THE TENANT SHALL BE REIMBURSED UPON RECEIVING PROPER RECEIPTS. EXPENDITURES MAY NOT BE DEDUCTED FROM RENT PAYMENT.

5. THE USAGE OF ANY WATERBED IS NOT ALLOWED. TENANT WILL IMMEDIATELY REPORT TO LANDLORD ANY WATER INTRUSION OR WATER LEAK SO CORRECTIVE WORK CAN BE UNDERTAKEN.

6. TENANT IS AWARE THAT THERE IS NO EXISTING INSURANCE FOR HIS/HER PERSONAL BELONGINGS.

7. TENANT SHALL **SUBLEASE** THE UNIT ONLY WITH THE WRITTEN CONSENT OF THE MANAGER. IF THAT SHOULD TAKE PLACE, PRESENT TENANTS SHALL PAY A **\$175 FEE FOR EACH SUB-LESSEE TO COVER ADMINISTRATIVE TIME AND EFFORT** BY LANDLORD. THE NEW SECURITY/CLEANING DEPOSIT AND LAST MONTH RENT SHALL BE PROVIDED BY SUBLESSEE DIRECTLY TO THE LANDLORD.

8. THE REFRIGERATOR, WASHER AND DRYER ARE PROVIDED AS A COURTESY. THEIR MAINTENANCE, REPAIR COST SHALL BE THE RESPONSIBILITY OF THE TENANT, UNLESS THE ENTIRE APPLIANCE MUST BE REPLACED. LINT RESIDUE ON THE SLIDING DRYER SCREEN MUST BE REMOVED AFTER EACH USE FOR PROPER OPERATION.

9. TENANT RECEIVES THE UNIT IN A CLEAN AND GOOD CONDITION AND IS RESPONSIBLE FOR MAINTAINING THE PREMISES IN A CLEAN CONDITION THROUGHOUT THE TENANCY, AND CAUSING NO HARM TO THE UNIT. TENANT SHALL REPORT IN WRITING ANY CONCERN, PROBLEM, OR WATER LEAK WITHIN THREE (3) DAYS FROM MOVING.

10. JUST PRIOR TO THE END OF THE LEASE TENANT IS RESPONSIBLE FOR STEAM SHAMPOOING THE CARPET BY A RELIABLE COMPANY. PROOF FROM A COMMERCIAL CARPET CLEANER SHALL BE PROVIDED IN ALL CASES. DO-IT-YOURSELF SHAMPOOERS ARE INEFFECTIVE AND ARE NOT ACCEPTABLE.

11. BATHROOMS REQUIRE ADEQUATE VENTILATION (FAN/DOOR) DURING BATH OR SHOWER. FAILURE TO DO SO CAN RESULT IN CEILING MILDEW AND PEELING PAINT. IT'S TENANT'S RESPONSIBILITY TO MAINTAIN THE CEILING AND WALLS MILDEW FREE (MIXTURE OF BLEACH AND WATER DISOLVES MILDEW). WHEN SHOWERING ENSURE **SHOWER DOORS ARE COMPLETELY CLOSED** TO PREVENT WATER LEAKING.

12. BATTERY ENERGIZED SMOKE ALARMS ARE LOCATED IN EACH BEDROOM, HALLWAY. AND GROUND FLOOR. TENANT MAY NOT REMOVE THE UNITS OR THEIR BATTERIES. TENANT ASCERTAINS THAT HE/SHE WAS INSTRUCTED IN HOW TO TEST THE UNIT TO VERIFY PROPER OPERATION. TENANT AGREES TO TEST THE SMOKE DETECTORS ONCE A MONTH AND INFORM THE MANAGER IN CASE OF MALFUNCTION. PERIODIC CHIRPING MAY INDICATE A NEED TO REPLACE THE BATTERY.

13. IF PERMISSION IS GIVEN FOR A DOG OR CAT, TENANT SHALL HAVE THE PLACE TREATED BY A PEST CONTROL COMPANY UPON VACATING. PROOF OF SUCH TREATMENT MUST BE PROVIDED.

14. **NO BEDS, OR ANY SLEEPING ARRANGEMENTS ARE ALLOWED IN THE LIVING ROOM.**

WHEN TRAVERSING WINDOW/ DOOR VERTICALS, SLATS **MUST** BE IN **OPEN POSITION** TO PREVENT DAMAGE.

15. ALL KEYS PROVIDED FOR THE RESIDENCE MUST BE RETURNED AT THE TERMINATION OF THE LEASE. IN THE EVENT THAT NOT ALL KEYS ARE RETURNED THERE WILL BE A \$50 CHARGE IN ADDITION TO THE COST OF DUPLICATING THE KEYS. IF ALL ENTRANCE KEYS ARE NOT RETURNED AND THE NEW TENANT INSISTS ON REKEYING THE LOCK, THE COST WILL BE DEDUCTED FROM THE SECURITY/CLEANING DEPOSIT. THE **SWIMMING POOL KEY** IS A SPECIAL 'MEDECO' KEY, WHICH CARRIES A **\$135 REPLACEMENT FEE**.

16. TENANT SHALL NOT REKEY ANY DOOR LOCK, OR ADD A LOCK TO A BEDROOM WITHOUT A WRITTEN PERMISSION FROM MANAGER. IN THE EVENT OF REKEYING, OR ADDING A BEDROOM LOCK, TENANT WILL PROVIDE MANAGER WITH FOUR (4) NEW KEYS WITHIN 48 HOURS FROM TIME OF CHANGE.

17. DUE TO THE LOCAL HARD WATER, THE SINK POP-UP STOPPERS TEND TO 'FREEZE' AND NOT MOVE UP AND DOWN WHEN REQUIRED. TENANT IS RESPONSIBLE FOR MOVING ALL 'STOPPERS' UP AND DOWN A FEW TIMES, AT LEAST ONCE A MONTH, TO PREVENT 'FREEZING'. FAILURE TO DO SO MAY REQUIRE REPAIR AND TENANT WILL BE RESPONSIBLE FOR THE COST.

18. THE ASSOCIATION MANAGEMENT **MAY IMPOSE FINES FOR VIOLATION** OF ANY OF ITS RULES, **UPWARD OF \$100**, AND A CHARGE FOR VIOLATION NOTIFICATION. ASSOCIATION IS PARTICULARLY SENSITIVE TO **NOISE VIOLATION** WITH **HEAVY FINES, \$400 OR MORE**, AND **DUMPING TRASH OR BELONGINGS** OUTSIDE OF THE CONTAINER, **\$300 OR MORE**. TENANTS ARE **STRONGLY URGED TO READ THE 'RULES AND REGULATIONS', AND ARE RESPONSIBLE FOR ALL FEES AND CHARGES** REGARDING ANY AND ALL VIOLATIONS BY TENANTS AND/OR THEIR GUESTS. IF ASSOCIATION MANAGEMENT REQUIRES LANDLORD TO APPEAR TO EXPLAIN A VIOLATION, TENANT SHALL **REIMBURSE LANDLORD \$100** FOR HIS TIME.

19. THE ASSOCIATION MANAGEMENT HAS SET **SPECIFIC HOURS FOR PLACING AND RETRIEVING TRASH CONTAINERS** FOR TRASH COLLECTION. THESE ARE PUBLISHED IN THE '**RULES AND REGULATIONS**' AND FREQUENTLY IN THE MONTHLY NEWSLETTER, DELIVERED TO EVERY UNIT. THE MANAGEMENT COMPANY **LEVIES FINES FOR VIOLATIONS** AND TENANT IS RESPONSIBLE FOR SUCH **FINES**, WHICH MAY BE **\$75 AND HIGHER**.

20. TENANT IS RESPONSIBLE FOR THE CITY- PROVIDED TRASH CONTAINERS (TRASH-BLACK, RECYCLING-BLUE). THEY MUST BE STORED ON THE PATIO OR IN A STORAGE AREA. IF A CONTAINER IS LOST A NEW ONE MUST BE OBTAINED BY THE TENANT FROM THE CITY. WHEN PLACING THE TRASH CONTAINER IT MUST BE SPACED AT LEAST 12 INCHES APART FROM THE NEXT ONE AND SHOULD BE PLACED WITH THE WHEELS AGAINST THE CURB. THE CITY WILL NOT PICK UP TRASH NOT PLACED IN THE CONTAINER.

21. ONION PEELS, CELERY, LETTUCE AND SUCH CAN LOCK AN INSINKERATOR AND CAN CLOG DRAINAGE PIPES, AND GREASE WILL CLOG PIPES. PLEASE **DO NOT DUMP** ANY OF THESE **IN A SINK**. IF REPAIR OR DRAIN CLEANING IS REQUIRED BECAUSE OF THESE ACTIONS THE COST WILL BE BORN BY THE TENANT.

22. THE CONDOMINIUM ASSOCIATION MANDATES THAT THE PORCH LIGHT IS TO BE IN WORKING CONDITION AT NIGHT AT ALL TIMES. INSPECTIONS ARE CONDUCTED MONTHLY AND IF THE LIGHT IS NOT ON THEY WILL REPLACE THE BULB AT A COST. IT IS TENANT'S RESPONSIBILITY TO INSURE THAT THE BULB IS IN GOOD WORKING CONDITION. A CHARGE LEVIED BY THE ASSOCIATION WILL BE TENANT'S RESPONSIBILITY.

23. **SMOKING, OR SMOKED CIGARETTES ARE ABSOLUTELY PROHIBITED** WITHIN THE UNIT. **NO EXCEPTIONS**. NOTHING SHOULD BE ATTACHED TO THE CEILING (HOOKS, NAILS, SCREWS..) AND NO LARGE HOLES IN WALLS.

24. TENANT MAY REQUEST AN INITIAL INSPECTION, NO SOONER THAN TWO WEEKS BEFORE END DATE OF THE LEASE, TO REVIEW CLEANING AND REPAIR REQUIREMENTS. A MUTUAL DATE AND TIME SHALL BE ESTABLISHED.

25. WHEN VACATING THE UNIT **DO NOT SHUT OFF ELECTRICITY PRIOR TO SEPTEMBER 4**, TO ALLOW FOR INSPECTION, OR SEPT 8 IF CORRECTIVE ACTION IS NECESSARY, UNLESS NEW TENANT HAS MOVED IN. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FROM THE DEPOSIT OF ANY CHARGE BY SDG&E TO RECONNECT.

26. TENANT MUST VACATE NO LATER THAN TERMINATION DATE IN THE LEASE. ANY AGREED STAY OVER, INCLUDING TIME TO CLEAN, WILL RESULT IN ADDITIONAL RENT FOR EACH ADDITIONAL DAY. FINAL INSPECTION OF THE PREMISES WILL TAKE PLACE ONLY AFTER RESIDENTS COMPLETELY VACATE THE UNIT AND REMOVE ALL PERSONAL BELONGINGS. IF UNIT REQUIRES ADDITIONAL CLEANING, REPAIR, REMOVAL OF ITEMS, OR OTHER WORK, THE RELATED COST WILL BE DEDUCTED FROM DEPOSIT.

27. MONTHLY NEWSLETTERS PROVIDED BY THE ASSOCIATION MAY AFFECT YOU. MAKE SURE TO READ THEM.

I HAVE RECEIVED THE HOMEOWNERS ASSOCIATION RULES & REGULATIONS, WILL READ IT AND OBEY BY IT. I UNDERSTAND THAT THE HOMEOWNERS ASSOCIATION CAN APPLY **MONETARY FINES FOR VIOLATING THE RULES AND REGULATIONS, PARTICULARLY FOR NOISE VIOLATIONS**, AND I WILL BE RESPONSIBLE FOR ANY SUCH FINE. I UNDERSTAND THAT FAILURE TO COMPLY WITH THESE RULES COULD CONSTITUTE A DEFAULT OF THE RENTAL AGREEMENT. I HAVE READ THE ADDENDUM AND AGREE TO ABIDE BY IT.

DATE: _____
