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Via E-mail and U.S. Mail

January 11, 2019

Rent Review Advisory Committee
701 Atlantic Avenue
Alameda, California 94501-2161

Re: 434 Central Avenue, #111, Alameda, CA
Submission No. 1200
Hearing Date: January 23, 2019

Dear RRAC:

This firm represents Landlord 434 Central Avenue Apartments, LP with respect to the above-referenced matter. Enclosed please find Form RP-7 and supporting documentation.

Please contact me if you have questions regarding the enclosures. Thank you.

Very truly yours,

Michelle V. Zyromski

Michelle V. Zyromski

Enclosures
cc: Client

Contact Information

Tenant Information:

Name(s): Apolonio R. Ramos, Patricia RamosUnit Address: 434 Central Avenue, #111, Alameda, CA 94501

Phone: _____ Email: _____

Landlord Information:

Name(s): 434 Central Avenue Apartments, LPUnit Address: Kadami Enterprises
620 E. Washington Street, Suite 100, Petaluma CA 94952Phone: (707) 766-7777 (Kadami) Email: george@kadamienterprises.com
(510) 865-1231 (Surfside)

Rent Increase Information

1. What is the requested rent increase?

Amount of rent increase:

Current monthly rent: \$ 2099.00 (Value A)\$ 104.00 (Value C) 4.95 %Monthly amount of rent
with the requested increase: \$ 2203.00 (Value B)

Value B - Value A Value C ÷ Value A

2. Are there different rent increase rates for month-to-month vs. one-year lease options?



No



Yes, Month-to-month

One-year lease

Rent increase offer: \$ _____ Rent increase offer: \$ _____

3. What date was the notice served on the tenant? 11 / 30 / 18

Month/ Day/ Year

4. What is the effective date of the rent increase? 1 / 1 / 19

Month/ Day/ Year

5. How was the rent increase notice served? In-Person _____ Post & Mail X

Other (please specify) _____

Rent History

6. Is the current tenancy under a lease (or other written rental agreement) or a month-to-month agreement?

☐

Lease

☒

Month-to-month

7. What is the start date of tenancy? 6 / 15 / 17 Total years of residency approximately 19 months
Month/ Day/ Year

8. Rent Increase History N/A

Rent Increase Effective Date	Rent Increased From (Value D)	Rent Increased To (Value E)	Increase Amount (Value F) Value E - Value D	Increase Percentage Value F ÷ Value D
___/___/___	\$	\$	\$	%
___/___/___	\$	\$	\$	%
___/___/___	\$	\$	\$	%
___/___/___	\$	\$	\$	%

9. Have you ever filed a request for RRAC review of a rent increase above 5% for this property?

☒

No

☐

Yes

Property Information

10. Does the landlord participate in the Section 8 Housing Choice Voucher program for this unit?

11. In the past 12 months, has the building changed ownership?

☒

No

☐

Yes

12. Is the unit any one of the following: a) a single-family home (built anytime), b) a condominium (built anytime), or c) a unit in a multi-unit building that was built after February 1995?

☒

No

☐

Yes

13. Number of units in building 53 Stories 3

14. Unit Details:

- Number of bedrooms 1 Bathrooms 1
- Current number of occupants: Age 0-17 ____ Age 18-61 ____ Age 62+ ____

15. Please check any housing services offered at the unit

- Gas ☒ Water ☒ Electricity ☒ Garbage ☒ Recycling ____ Pet rent ____
- Off street parking ☒ Garage parking ☒ Elevator ☒ Building security ☒
- Pool ☒ Furnished ____ Other: loaded entrance, fire suppression system

16. Are there any housing services that were included in the rent before the rent increase, but are now being charged separately from the rent amount?

☒

No

☐

Yes, (please specify) _____

Reason(s) for the Rent Increase Request

17. Please provide a written statement (as an attachment to this form) explaining the reason(s) you are requesting a rent increase above 5%. You are highly encouraged to submit supportive documentation to substantiate your statements.

Factors considered by the RRAC may include, but are not limited to:

- The frequency, amount and the presence or absence of prior rent increases
- The landlord's costs of operation
- Any change in housing services (as defined in section 6-58.15.M, AMG) since the last rent increase
- The financial impact on the tenant
- The landlord's interest in earning a just and reasonable rate of return

For more information on the review process, visit www.alamedarentprogram.org/about-rrac.

Mediation Request

18. Would you like to schedule private mediation for this rent increase?
(This service is provided free of charge.)



No



Yes

Declaration

I declare (or certify) under penalty of perjury under the laws of the State of California that:

1. The information on this form is true and correct to the best of my knowledge and belief.
2. Any and all attachments I have included herewith are either the originals or true and correct copies of the originals.
3. The request for a rent increase is in compliance with City of Alameda regulations.
4. This declaration (certification) was executed on January 10, 2019 at Alameda, CA.

Date

Place

Veronica Rodriguez
Print Name

[Signature]
Signature

Signatory must be someone with authority to bind the owner under penalty of perjury.

Landlord 434 Central Avenue Apartments, LP submits the following statement and documents in response to the tenant's request for a review of the recent notice of rent increase.

This is the first increase for these tenants in the 18 months they have lived at the premises. There was no rent increase for these tenants in 2018.

The landlord has paid out-of-pocket for multiple improvements to this complex over the past year. Certain improvements were done in order to refinance the property, such as installing new ADA-compliant parking spaces and replacing the fuses in the electrical boxes. There are improvements being done to some of the units onsite as well, including flooring replacement (both carpeting and linoleum), repair and replacement of appliances, painting, and plumbing repairs. The complex has security services (cameras, equipment, staff). The ongoing operational costs include the mortgage, taxes, property insurance, worker's compensation insurance, marketing, and onsite management services.

The landlord has the right to increase the rent up to 5%, which it has done here with a 4.95% increase.

LEASE AGREEMENT

This lease ("LEASE") dated June 14, 2017 shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. **Owner, 434 Central Avenue, LLC**, shall be referred to as "OWNER" and, **Apolonio R. Ramos, Patricia Ramos, and Shaun Ramos**, shall be referred to as "RESIDENT". As consideration for this agreement, OWNER agrees to lease to RESIDENT, and RESIDENT agrees to lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, **Apt #111**, located at **434 Central Avenue #111, Alameda, CA 94501**, referred to as the PREMISES.

1) **TERMS** The term will commence on June 15, 2017, and continue as:

☒ **LEASE** until June 30, 2018.

Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he/she shall be liable for all rents due until such time that the apartment is occupied by an OWNER approved RESIDENT or the expiration of said time period, whichever is shorter.

Any holding over after expiration of this LEASE, with the consent of OWNER, will be a month-to-month tenancy at a monthly rent of \$2,099.00 payable in advance and otherwise subject to the terms of this LEASE and local ordinance, as applicable, until either party terminates the tenancy by giving the other party thirty (30) days written notice as required by law.

2) **RENT** RESIDENT agrees to pay in advance \$2,099.00 per month on the 1st day of each month. Payments of rent and/or other charges are to be made payable to **434 Central Avenue, LLC** and delivered to **434 Central Avenue- Office, Alameda, CA 94501** referred to as "**PROPERTY OFFICE**", or at such other place designated in writing by OWNER. All payments are to be made by check or money order. **CASH** will not be accepted. **Payment of rent may not be withheld for any reason.** Any and all payments received from RESIDENT, however characterized, shall be applied in full in the following order: deposits, delinquent utilities, NSF fees, late fees, and then rent.

3) **LATE CHARGE/NSF FEE** RENT IS DUE IN ADVANCE, ON THE FIRST OF EACH MONTH. However, in the event rent is not received by OWNER in full by 5:00 pm Pacific Time on the 2nd of each month, even if the 2nd falls on a weekend or holiday, RESIDENT understands and agrees to pay a late charge of \$250.00 and that a 3 Day Notice will be issued and unlawful detainer action against Resident, which will affect RESIDENT'S credit, will be started immediately. RESIDENT further agrees to pay \$25.00 for each dishonored bank check. Any dishonored check must be paid in the form of a money order or cashier's check only. If any rent shall be due and unpaid five (5) days after due, or if default shall be made by Resident(s) in any of the other covenants herein contained, the Owner, at his option, may terminate said tenancy with proper notice to Resident(s). Any rent paid after the 5th day must be paid by money order or cashier's check. All late fees and returned check fees will be considered additional rent. The late charge period is not a grace period, and OWNER is entitled to make written demand for any rent if not paid when due and to collect interest thereon. Any unpaid balance including late charges will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less. Resident agrees to reimburse any and all rent credits granted upon initial move in if total paid rent is less than 180 days, length of lease term notwithstanding.

4) **SECURITY DEPOSIT** The total of all of the deposits shall secure compliance with the terms and conditions of this LEASE and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: (a) any unpaid rent; (b) cleaning costs; (c) key, key card or remote control replacement costs; (d) cost for repairs of damages to the apartment and/or common areas; (e) any unpaid late fees or charges; and (f) any other amount due under the terms of this LEASE. A written account of said charges shall be presented to RESIDENT within 21 days. All deposits, no matter how characterized will be used to satisfy any outstanding costs and damages at the time of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional cost for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or any amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. **The security deposit may not be used by the RESIDENT as last month's rent.**

5) **UTILITIES** RESIDENT shall at RESIDENT'S expense pay for: ☒ Gas ☒ Electricity ☐ Water ☐ Trash Removal. OWNER will pay common area water and sewer. RESIDENT shall comply with any OWNER rules or any city, municipal, county, state, and district rules, regulations, ordinances or statutes now in force, or which may be subsequently adopted or enacted, relating to the use and conservation of all utilities, including water. OWNER may enter the PREMISES pursuant to Section 19 for the purpose of installing and insuring the proper use of any water conservation devices. Such devices include, but are not limited to, flow restrictors and toilet water displacement equipment required by any regulatory authority or in the OWNER'S opinion, necessary for the conservation of water. RESIDENT understands that the utility or billing provider will issue the utility bills. Utility bills are issued separately from the rent bills and are to be paid directly to the utility

Alameda Power- 26989-17

PG & E- 7094325018-6

provider or billing company. OWNER shall make reasonable arrangements to establish the water and sewer account with the billing provider, if not billed directly by the utility provider.

- 6) **OCCUPANTS** Guest(s) staying over 15 days without written consent of OWNER shall be considered a breach of this LEASE. ONLY individuals listed on this LEASE as RESIDENTS, and no others shall occupy the subject apartment for more than 15 days unless the expressed written consent of OWNER is obtained in advance.
- 7) **HAZARDOUS MATERIALS** RESIDENTS or their guests shall not use or keep on the PREMISES (including storage areas), any dangerous substances, including without limitation, materials identified as hazardous or toxic under any federal, state, or local laws or regulations and any other poisons, explosives, corrosive or radioactive materials. NO liquid-filled furniture, items of unusual weight and dimension or highly combustible materials or other items, which may cause hazard or effect insurance rates, shall be kept on the premises.
- 8) **PETS** *NO animal of any kind shall be kept on the premises, for any amount of time, without obtaining the prior written consent from OWNER.* RESIDENT must fill out a Pet Addendum and meet the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon 30-day written notice.
- 9) **PARKING** RESIDENT is hereby assigned parking space ^{#20} *Vehicles illegally parked, without current registration, or inoperable will be towed at vehicle owner's expense.* RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Vehicles may not be washed, repaired or left unattended on jacks or blocks. No motor propelled vehicles may be stored or parked in or on patios, apartments or common areas. Speed Limit within the apartment community is 5 MPH. Management reserves the right to revoke or change RESIDENT parking assignment with advance written notice.
- 10) **DAMAGES TO PREMISES** If the premises are damaged by fire or from any other cause, which renders the premises untenable, either party will have the right to terminate this LEASE as of the date on which the damage occurs. Written notice of termination will be given to the other party **within fifteen (15) days after occurrence** of such damage. Should such damage or destruction occur as the result of the negligence of RESIDENT, or his or her invitees, then only the OWNER will have the right to terminate. Should either OWNER or RESIDENT exercise this right, rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to RESIDENT. If this LEASE is not terminated, OWNER will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for RESIDENT'S occupancy. The proportionate reduction will be based on the extent the repairs interfere with RESIDENT'S reasonable use of the premises.
- 11) **CONDITION OF PREMISES** RESIDENT acknowledges that he has examined the premises and that said premises and all furnishings, fixtures, plumbing, heating, electrical facilities, and all other items provided by OWNER are clean, and in good and satisfactory condition except as may be indicated elsewhere in this LEASE. RESIDENT agrees to keep all the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees. Defects in plumbing, wiring, appliances, or structure must be reported to Management immediately. We especially want to know about water leaks. Expenses related to prolonged damages will be charged to RESIDENT.

At the termination of this LEASE, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition. The premises shall be free of all trash and personal property not belonging to the OWNER. If trash is left behind, RESIDENT agrees to pay OWNER charges to haul away trash. It is agreed that all dirt, holes, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute normal wear and tear.

- 12) **MAINTENANCE AND ALTERATIONS** RESIDENT shall not paint, wallpaper, alter or redecorate, re-key or change locks, install antenna or other equipment, use screws, fastening devices, excessively large nails, any adhesive materials, place signs, displays or other exhibits, on or in any portion of the premises without the written consent of the OWNER. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, potato peels, toothpicks, match sticks, celery, pits, grease, metal ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stoppage of waste pipes or over flow from bathtubs, washbasins, toilets, or sinks caused by inappropriate use.

All lighting fixtures have working bulbs after move in it will be the responsibility of the RESIDENT to replace any bulbs.

- 13) **RULES** RESIDENT shall comply with all rules of the apartment building. Said rules may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools and other personal items (including signs and laundry) which must be kept inside and out of

view. OWNER shall not be liable to RESIDENT for any violation of such rules by other RESIDENTS or persons, or any other interference by other persons of RESIDENT'S quiet enjoyment. Failure to comply with rules may result in termination of tenancy.

- 14) PROMOTION OF NO-SMOKING POLICY:** Resident shall inform his or her guest of Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Resident's Unit.
- 15) ORDINANCES AND STATUTES** RESIDENT will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the PREMISES.
- 16) CHANGE OF TERMS** The terms and conditions of this LEASE are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of Notice of Change of Terms.
- 17) TERMINATION** *OWNER requires a written 30-day notice of intent to vacate.* The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be charged whatever amount is required to cover liability for additional rent and damages, which may include damages to OWNER'S loss of prospective new RENTERS. Any extension must be in writing by OWNER and Lessee.
- 18) POSSESSION** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel or terminate this LEASE upon notice to the other party at their last known address. Whereupon neither party shall have any liability to the other, and any sums paid under this LEASE shall be refunded in full. If neither cancels, this LEASE shall be pro-rated and begin on the date of actual possession.
- 19) INSURANCE** RESIDENT acknowledges that *OWNER'S insurance does not cover personal property* damage caused by fire, theft, rain, war, act of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT IS HEREBY ADVISED TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES.
- 20) RIGHT OF ENTRY AND INSPECTION** OWNER and OWNER'S agents will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual purchasers, lenders, RESIDENT'S, workers, or contractors; (c) when RESIDENT has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior written notice to RESIDENT including the date, approximate time, and purpose of entry.
- If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the OWNER or his or her agent has notified the RESIDENT in writing within 120 days of the oral notice that the property is for sale. At the time of entry, the OWNER or agent shall leave written evidence of the entry inside the unit.
- 21) ASSIGNMENT** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of alleged assignment or subletting.
- 22) PARTIAL INVALIDITY** Nothing contained in this LEASE shall be construed as waiving any of the RESIDENT'S or OWNER'S rights under the law. If any part of the LEASE shall be in conflict with the law, that part shall be void to the extent that it is in conflict with the lease, but shall not invalidate this LEASE nor shall it affect the validity or enforceability of any other provision of the LEASE.
- 23) NO WAIVER** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this LEASE shall not constitute a waiver of that breach or of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this LEASE.
- 24) ATTORNEY'S FEE** If any legal action or proceeding is brought by either party to this LEASE, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded. Due to the ever-increasing fees that can be charged by any attorney, it is agreed by the parties that both sides will waive their right to a jury trial.

- 25) NEGATIVE CREDIT REPORT** Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.
- 26) NOTICES** All notices to RESIDENT shall be served at RESIDENT'S apartment and all notices to OWNER shall be served at the PROPERTY OFFICE. Unless otherwise provided, any notice which either party may give or is required to give, must be in writing, may be given personally or by mailing the same, postage prepaid, to RESIDENT at the premises or to OWNER or OWNER'S authorized agent at the PROPERTY OFFICE address or at such other places as may be designated by the parties from time to time. Notice will be deemed effective three (3) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.
- 27) VOLUNTARY VACANCY** If and when RESIDENT voluntarily vacates the premises, RESIDENT hereby agrees to immediately sign a statement, at no costs to OWNER or RESIDENT, which meets the requirement necessary to substantiate and prove for any governmental purposes, such as rent control laws, that RESIDENT did in fact, voluntarily vacate. If RESIDENT fails to sign the required statement within three days after vacating, RESIDENT shall be liable to OWNER for the amount of all losses reasonably suffered by OWNER as a result of not being able to claim a voluntary vacancy, said loss may substantially exceed RESIDENT'S Security Deposit.
- 28) 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.
- 29) PROPOSITION 65 NOTICE** In 1986, California voters approved Proposition 65 which generally requires that certain warnings be given when people are exposed to certain levels of chemicals, such as tobacco smoke and vehicle exhaust, known to cause cancer, birth defects or reproductive harm. These warnings are commonly found in product labels and warning signs in workplaces and businesses. Our property also displays these warnings. To provide you with further notice, we will repeat it here: WARNING: THIS AREA MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. MORE INFORMATION ON SPECIFIC EXPOSURES HAS BEEN PROVIDED TO RESIDENTS AND IS AVAILABLE AT www.prop65apt.org.
- 30) FAIR HOUSING** OWNER and RESIDENT understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, age, mental or physical disability.
- 31) ENTIRE AGREEMENT** This Lease and any attachments, addenda, and or exhibits constitutes the entire agreement between OWNER and RESIDENT and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of OWNER or RESIDENT. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both OWNER and RESIDENT.
- 32) CONCESSION** Resident agrees to reimburse any and all rent credits granted upon initial move in if total paid rent is less than 180 days, length of lease term notwithstanding.
- 33) ADDENDA** RESIDENT acknowledges receipt of the following which shall be deemed a part of this LEASE:
- | | |
|---|---|
| <input checked="" type="checkbox"/> Assignment of Property | <input checked="" type="checkbox"/> Bedbug Notification Addendum |
| <input checked="" type="checkbox"/> California Proposition 65 Warning | <input checked="" type="checkbox"/> Child Responsibility |
| <input checked="" type="checkbox"/> Criminal Activities | <input checked="" type="checkbox"/> Drug-Free Housing Addendum |
| <input checked="" type="checkbox"/> Electronic Equipment Addendum | <input checked="" type="checkbox"/> Fitness Center Rules Addendum |
| <input checked="" type="checkbox"/> House Rules Addendum | <input checked="" type="checkbox"/> Insurance Facts for Residents |
| <input checked="" type="checkbox"/> Lead-Based Paint Hazards Addendum | <input checked="" type="checkbox"/> Mold and Mildew Addendum |
| <input checked="" type="checkbox"/> Move-In/Move-Out Itemized Statement | <input checked="" type="checkbox"/> Non-Smoking Areas Addendum |
| <input checked="" type="checkbox"/> Parking and Towing Policies | <input checked="" type="checkbox"/> Pest Control Notice Addendum |
| <input checked="" type="checkbox"/> Pool/Jacuzzi Rules Addendum | <input checked="" type="checkbox"/> Proposition 65 Brochure |
| <input checked="" type="checkbox"/> Roommate Rules Addendum | <input checked="" type="checkbox"/> Smoke Detector Addendum |
| <input checked="" type="checkbox"/> Vehicle Parking Registration | <input checked="" type="checkbox"/> Lead Paint Booklet |

Received from Apolonio R. Ramos, Patricia Ramos, and Shaun Ramos, the sum of **\$250.00, (two hundred fifty dollars)**, evidenced by check #3663 as a deposit. Upon acceptance of this LEASE, the OWNER of the premises will apply the deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE
Rent for the period June 15, 2017 to June 30, 2017	\$1,119.47	\$0.00	\$1,119.47
Security Deposit (not applicable toward last month's rent)	\$2,099.00	\$250.00	\$1,849.00
Remote Deposit	\$50.00	\$0.00	\$50.00
TOTAL	\$3,268.47	\$250.00	\$3,018.47

EXPLANATIONS
1 Rent:
2 Security Deposit:
3 Remote Deposit: \$50.00

In the event the OWNER does not accept this LEASE ~~within three days~~, the total deposit received will be refunded.

Receipt for deposit acknowledged by _____

Owner/Agent

Dated: 6/15/17

The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this LEASE and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

The undersigned RESIDENT has read and understands this LEASE and hereby acknowledges receipt of a copy of the "Lease Agreement".

<u>Apolonio R. Ramos</u>	<u>6/15/2017</u>	<u>Patricia Ramos</u>	<u>6/15/2017</u>
Apolonio R. Ramos (Resident)	Date	Patricia Ramos (Resident)	Date
<u>Shaun Ramos</u>	<u>6/15/2017</u>	<u>Suren Hamernick</u>	<u>6/15/17</u>
Shaun Ramos (Resident)	Date	Suren Hamernick (Owner/Agent)	Date

ASSIGNMENT OF PROPERTY ADDENDUM

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND RESIDENT AGREE AS FOLLOWS:

RESIDENT acknowledges receipt of the items noted below. RESIDENT understands that upon move-out, all items must be returned to OWNER/Management or the fees listed below will be deducted from the Deposits. Additional items may be acquired during residency at no charge but the fees listed below will be deducted from the Deposits if NOT returned upon move-out.

Should the RESIDENT require replacement of any items during their residency, due to loss or damage they will be charged the replacement fee before a new item is issued. This fee is non-refundable.

RECEIVED (Initial)	QUANTITY RECEIVED	ITEM	REPLACEMENT CHARGE
2		Apartment Keys	\$10 each
		Change Door Lock	\$25 each
1		Mailbox Key	\$10 each
		Pool Key	\$10 each
1		Remote Control	\$50 each
1		Fitness Room Key	\$10 each
		Key Card	\$100 each
		Other:	\$

RESIDENT understands that a vehicle is subject to towing, at the vehicle owner's expense, should it be found in violation of the parking rules/regulations (including City, County or State laws.) There is no VISITOR PARKING available under covered spaces.

Should a RESIDENT find an unauthorized vehicle in their assigned space(s), they may call the Office for towing services. A request for towing will only be authorized by a member of the management staff.

AR Initial PA Initial SK Initial

BEDBUG NOTIFICATION ADDENDUM

This document is an Addendum and is part of the Lease Agreement, dated June 15, 2017 between 434 Central Avenue, LLC "Owner/Agent" and Apolonio R. Ramos, Patricia Ramos, and Shaun Ramos "Resident" for the Premises located at 434 Central Avenue #111, Alameda, CA 94501

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

1. PREVIOUS INFESTATIONS

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

2. PROMPT REPORTING

- If you find or suspect a bed bug infestation, please notify Owner/Agent as soon as possible, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- The procedure to report suspected infestations to the landlord.
- If you suspect a bedbug infestation, or have other maintenance needs, please provide your written notice to management at the following address:

3. INFORMATION ABOUT BED BUGS

- **Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- **Bed bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- Common signs and symptoms of a possible bed bug infestation:
- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls. Molted bed bug skins, white, sticky eggs, or empty eggshells. Very heavily infested areas may have a characteristically sweet odor. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.
<http://www.epa.gov/bedbugs> and <http://www.pestworld.org/all-things-bed-bugs/>

4. COOPERATION WITH PEST CONTROL

- Residents shall cooperate with the inspection including allowing entry to inspect any unit selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs
- Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for Resident preparation of the unit and a pretreatment checklist with information provided by the pest control operator.

- The Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- If the pest control operator determines that it is necessary for an Owner/ Agent or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- Residents who are not able to fulfill their unit preparation responsibilities shall notify the Owner/Agent at least one business day prior to the scheduled PCO visit for inspection or treatment.
- A Resident must vacate his or her unit if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by the pest control operator to do so.

5. PREVENTION RECOMMENDATIONS

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

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

<u>Apolonio R. Ramos</u>	<u>6/15/2017</u>	<u>Patricia Ramos</u>	<u>6/15/2017</u>
Apolonio R. Ramos (Resident)	Date	Patricia Ramos (Resident)	Date
<u>Shaun Ramos</u>	<u>6/15/2017</u>	<u>Suren Hattarick</u>	<u>6/15/17</u>
Shaun Ramos (Resident)	Date	Suren Hattarick (Owner/Agent)	Date

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, mycobutanol, 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.

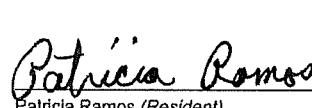
The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this residential rental property include the following:

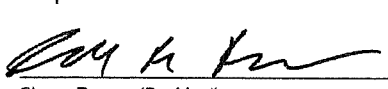
General - Warning: This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.


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.

 6/15/2017
Apolonio R. Ramos (Resident) Date

 6/15/2017
Patricia Ramos (Resident) Date

 6/15/2017
Shaun Ramos (Resident) Date

 6/15/17
Suren Hamernick (Owner/Agent) Date

CHILD RESPONSIBILITY ADDENDUM

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND RESIDENT AGREE AS FOLLOWS:


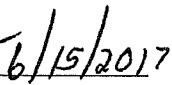
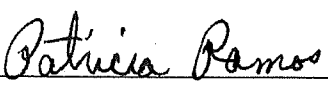
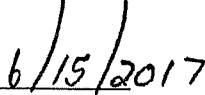

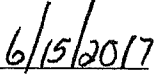
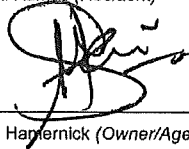
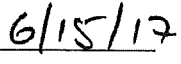
In compliance with applicable law, OWNER does not discriminate against children, however, all RESIDENTS need to recognize that the premises were not designed for children, and that injury could result from unsupervised children.

RESIDENT has inspected the premises, and surrounding area in order to determine what constitutes potentially hazardous conditions. RESIDENT, with full knowledge of all these conditions, has intentionally and freely rented at premises.

RESIDENT shall obey and assure that any children they have residing with them or visiting the premises shall obey all the terms and conditions of lease, and attached addenda.

RESIDENT shall supervise and protect all children residing with them or visiting the premises from any potentially hazardous conditions and situations, **AT ALL TIMES**.

Young children must be in the presence (within eyesight) of their parent, guardian or other mature person assigned to their care, **AT ALL TIMES**.

 Apolonio R. Ramos (Resident)	 Date	 Patricia Ramos (Resident)	 Date
 Shaun Ramos (Resident)	 Date	 Sureni Hamernick (Owner/Agent)	 Date

CRIMINAL ACTIVITIES ADDENDUM

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND RESIDENT AGREE AS FOLLOWS:

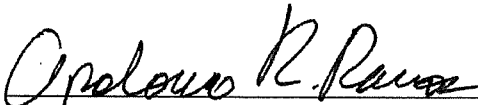
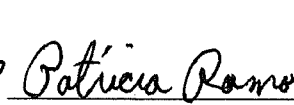
RESIDENT, children, guest or other persons under resident's control shall not engage in criminal activity, including drug related criminal activity, on or near OWNER premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21U.S.C.802).

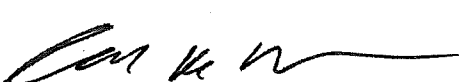
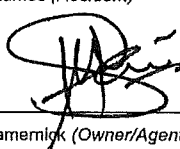
RESIDENT'S, children, guest, or other persons under resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near premises.

RESIDENT'S will not permit the dwelling to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

RESIDENT, children, guest or other persons under resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near premises.

Violation of the above provisions shall be a good cause of termination of residency. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material non-compliance with the lease agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

	6/15/2017		6/15/2017
Apolonio R. Ramos (Resident)	Date	Patricia Ramos (Resident)	Date

	6/15/2017		6/15/17
Shaun Ramos (Resident)	Date	Sureni Hamernick (Owner/Agent)	Date

UNLAWFUL ACTIVITY ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated June 15, 2017 between 434 Central Avenue, LLC (Owner/Agent) and Apolonio R. Ramos, Patricia Ramos, and Shaun Ramos, (Resident) for the premises located at 434 Central Avenue #111, Alameda, CA 94501.

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

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

Apolonio R. Ramos 6/15/2017
Apolonio R. Ramos (Resident) Date

Patricia Ramos 6/15/2017
Patricia Ramos (Resident) Date

Shaun Ramos 6/15/2017
Shaun Ramos (Resident) Date

Suren Hamerick 6/15/17
Suren Hamerick (Owner/Agent) Date

ELECTRONIC EQUIPMENT ADDENDUM

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND RESIDENT AGREE AS FOLLOWS:

Satellite Dish Requirements

If Satellite is available, OWNER/Agent reserves the right to approve and inspect any and all installations of Satellite Dishes.

To receive approval for installation you must submit a Letter of Intent to install a dish, provide a Certificate of Insurance indemnifying OWNER one hundred percent (100%) from any and all liability arising from installation, removal, or any acts or damage created or caused from installation, use or removal.

The dish must not exceed three feet (3') in diameter, and can only be placed in an area that is rentable space (i.e. patio/balcony/backyard) and not on any common area space (roof, walkways). Locations of a dish will be inspected and approved by management with resident input.

Only after the above requirements have been met, and a signed agreement is on file at our PROPERTY OFFICE, may a satellite dish be installed.

I accept and agree to the above terms and acknowledge receipt of this information. This LEASE cancels all other prior agreements written or oral, and the resident does hereby agree to change or modify existing placement or equipment, and provide the required deposit and certificate of insurance to meet the above requirements.

Telephone / Cable Connection

OWNER is responsible to provide one (1) telephone line and one (1) cable connection in the apartment. If an additional line or lines is desired, it will be the responsibility of resident to incur all the expenses for additional lines.

Apolonio R. Ramos 6/15/2017
Apolonio R. Ramos (Resident) Date

Patricia Ramos 6/15/2017
Patricia Ramos (Resident) Date

Shaun Ramos 6/15/2017
Shaun Ramos (Resident) Date

Suren Hamernick 6/15/17
Suren Hamernick (Owner/Agent) Date

FITNESS CENTER RULES ADDENDUM

FITNESS CENTER RULES

The Fitness Center may be used only between the hours of 9:00 am to 10:00 pm.

No one under 18 years old may use this facility.

No loitering in the fitness center, bathrooms or lobby.

Headphones are required when using a radio/stereo system. No boisterous, dangerous or inappropriate behavior and language will be permitted.

Machines must not be abused or used incorrectly. T.V. volume must be kept at a reasonable level.

Appropriate workout attire must be worn while in the fitness center. Determination of what constitutes appropriate attire shall be made by Management.

Apolonio R. Ramos 6/15/2017
Apolonio R. Ramos (Resident) Date

Patricia Ramos 6/15/2017
Patricia Ramos (Resident) Date

Shaun Ramos 6/15/2017
Shaun Ramos (Resident) Date

Suren Hamernick 6/15/17
Suren Hamernick (Owner/Agent) Date

HOUSE RULES ADDENDUM

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND RESIDENT AGREE AS FOLLOWS:

All requests/complaints shall be made to the PROPERTY OFFICE, which in turn will notify the appropriate parties. Written statements of requests/complaints may be required.

RESIDENTS shall be responsible for the conduct of any and all guest(s) and their adherence to all the rules and regulations set forth by owner/management.

Lounging, playing or unnecessary loitering in the common areas in such a way as to interfere with the free use and enjoyment, passage, or convenience of another RESIDENT is prohibited.

The common areas of the premises are not to be used as a playground: no bicycles/skate-board riding, roller skating, erecting of gym equipment, climbing or similar activities are permitted in the common and landscaped areas unless such areas are designated for those purposes.

Loud noises, music, etc. are unacceptable at any time. After 10:00 pm there should be no sounds that can be heard outside your apartment, either inside your neighbor's apartment or in the common areas.

No signs, or other materials are to be affixed to any window or door.

No awnings, antennas or other projections are to be affixed to the exterior of any buildings.

Personal items (clothing, curtains, rugs, etc.) shall not be shaken or hung outside of windows or any ledge, railing, balcony or patio. Personal items may not be stored/left on the exterior of the apartment premises. Patios/balconies are not to be used as places of storage. If a dispute arises it shall be left to the discretion of management as to what constitutes storage.

Packages/deliveries may be accepted at the PROPERTY OFFICE but management accepts no responsibility if the package/delivery should become lost, stolen or damaged.

Water heater closets are for the express use of water heaters only, no items may be stored there at any time due to the high risk of flammability.

All garbage must be bagged and sealed in plastic bags. The recycling bin is for approved recycling items; **No garbage!** Please empty cardboard boxes, break down, and put in recycling bin. Kitty litter must be double bagged. No furniture, TVs, computers, or toxic materials. **We will charge you for removal of furniture and other large items.**

Apolonio R. Ramos 6/15/2017
Apolonio R. Ramos (Resident) Date

Patricia Ramos 6/15/2017
Patricia Ramos (Resident) Date

Shaun Ramos 6/15/2017
Shaun Ramos (Resident) Date

Suren Hamernick 6/15/17
Suren Hamernick (Owner/Agent) Date

RENTERS INSURANCE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated June 15, 2017 between 434 Central Avenue, LLC (Owner/Agent) and Apolonio R. Ramos, Patricia Ramos, and Shaun Ramos, (Resident) for the premises located at 434 Central Avenue #111, Alameda, CA 94501.

_____ Resident is required to maintain renters insurance throughout the duration of the tenancy that includes:

- (1) Coverage of at least \$100,000.00 in personal liability (bodily injury and property damage) for each occurrence;
- (2) The premises listed above must be listed as the location of resident insured;
- (3) Owner is listed as a Certificate Holder
- (4) Notification that the carrier must provide 30 days' notice of cancellation, non-renewal, or material change in coverage, to the Owner/Agent

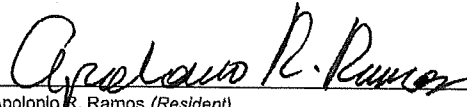
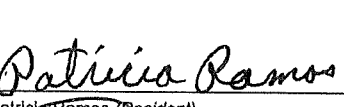


Resident must provide proof of such insurance to the Owner/Agent within 30 days of the inception of the tenancy. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

Resident is encouraged, but not required to obtain renters insurance.

Insurance Facts for Residents.

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

The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.

 Apolonio R. Ramos (Resident)	<u>6/15/2017</u> Date	 Patricia Ramos (Resident)	<u>6/15/2017</u> Date
 Shaun Ramos (Resident)	<u>6/15/2017</u> Date	 Sureni Hammerick (Owner/Agent)	<u>6/15/17</u> Date

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS ADDENDUM

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND RESIDENT AGREE AS FOLLOWS:

According to a recent report by the Federal Government, housing built before 1978 may contain lead-based paint. We have no knowledge that lead-based paint and/or lead-based paint hazards exist at this property. Enclosed is a Federally approved pamphlet on lead poisoning prevention. Please refer to page 7 and 10 for steps you can take to reduce your family's risk.

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

S.H. (a) Presence of lead-based paint and/or lead based hazards (check one below):

- ☐ Known lead-based paint and/or lead based hazards are present in the housing.

- ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

S.H. (b) Records and reports available to the lessor (check one below):

- ☐ Lessor has provided the lessee with available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

- ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

PR (c) Lessee has received copies of all information listed above.

PR (d) Lessee has received the pamphlet "Protect Your Family From Lead In Your Home."

Agent's Acknowledgment (initial)

S.H. (e) Agent has informed the lessor of the Lessor's obligation under 42 U.S.C. §4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<u>Apolonio R. Ramos</u>	<u>6/15/2017</u>	<u>Patricia Ramos</u>	<u>6/15/2017</u>
Apolonio R. Ramos (Resident)	Date	Patricia Ramos (Resident)	Date
<u>Shaun Ramos</u>	<u>6/15/2017</u>	<u>[Signature]</u>	<u>6/15/17</u>
Shaun Ramos (Resident)	Date	(Owner/Agent)	Date

MOLD AND MILDEW ADDENDUM

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND RESIDENT AGREE AS FOLLOWS:

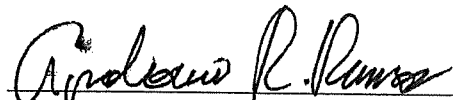
Your apartment was inspected for mold and mildew, moisture problems, cleaned and painted prior to your move-in. RESIDENT acknowledges that it is necessary for resident to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. RESIDENT(s) agrees to clean unit on a regular basis to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. RESIDENT(s) agrees not to block heating, ventilation or air-conditioning ducts in the unit. RESIDENT also agrees to immediately report to the management office:

1. RESIDENT agrees to keep the unit free of dirt and debris that can harbor mold.
2. RESIDENT agrees to immediately report to the OWNER/Agent any water intrusion, such as plumbing leaks, drip, or "sweating pipes."
3. RESIDENT agrees to notify OWNER/Agent of any overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. RESIDENT agrees to report to the OWNER/Agent any mold growth on surfaces inside the premises.
5. RESIDENT agrees to allow the OWNER/Agent to enter the unit to inspect and make necessary repairs.
6. RESIDENT agrees to use bathroom fans while showering or bathing and to report to the OWNER/Agent any non-working fans.
7. RESIDENT agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. RESIDENT agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. RESIDENT agrees to clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as reasonable possible. (Note: Mold can grow on damp surfaces within 25 to 48 hours)
10. Any failure or malfunction of the heating, ventilation or air conditioning system in the unit and any inoperable windows and doors.

RESIDENT further agrees that resident shall be responsible for damage to the unit and RESIDENT'S property as well as injury to RESIDENT and Occupants resulting from RESIDENT'S failure to comply with terms of this Addendum.

RESIDENT agrees to indemnify and hold harmless the OWNER/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to attorneys' fees that the OWNER/Agent may sustain or incur as a result of the negligence of the RESIDENT or any guest or other person living in, occupying, or using the premises.

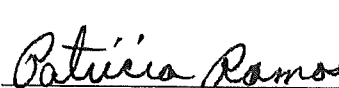
Undersigned RESIDENT(s) acknowledge(s) having read and understood the forgoing, and receipt of a duplicate original.



Apolonio R. Ramos (Resident)

6/15/2017

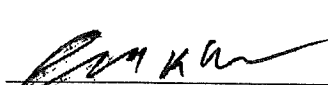
Date



Patricia Ramos (Resident)

6/15/2017

Date



Shaun Ramos (Resident)

6/15/2017

Date



Surent Hamernick (Owner/Agent)

6/15/17

Date

NON-SMOKING AREAS ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated June 14, 2017 between 434 Central Avenue, LLC (Owner/ Agent) and Apolonio R. Ramos, Patricia Ramos, and Shaun Ramos (Resident) for the premises located at 434 Central Avenue, Unit # 111 Alameda, CA 94501.

- Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for properties where smoking is permitted.
- Non Smoking Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated as a non-smoking environment and Resident and members of Residents household shall not smoke tobacco products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.

Check one:

☐ Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.

☒ Smoking of tobacco products is prohibited on the entire property except the following areas:

Designated smoking area

- Promotion of No Smoking Policy:** Resident shall inform his or her guest of Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Resident's Unit.
- Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Non-Smoking Areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed in Section 2 above. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- Other Resident Are Third Party Beneficiaries of the Addendum:** Owner/Agent and Resident agree that the other residents of the property are the third party beneficiaries of this addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Owner/ Agent has breached this Addendum.
- Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agents.
- Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Non-smoking Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident premises will have any higher or improved air quality standards than any other rental property. Owner/ Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
- Effect on Current Tenants:** Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As residents move out, or enter into new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

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

<u>Apolonio R. Ramos</u>	<u>6/15/2017</u>	<u>Patricia Ramos</u>	<u>6/15/2017</u>
Apolonio R. Ramos (Resident)	Date	Patricia Ramos (Resident)	Date
<u>Shaun Ramos</u>	<u>6/15/2017</u>	<u>Suren Hamernick</u>	<u>6/15/17</u>
Shaun Ramos (Resident)	Date	Suren Hamernick (Owner/Agent)	Date

PARKING POLICIES

PARKING POLICIES

Parking Space#: 26

It is the Resident's responsibility to inform guests of the parking policies.


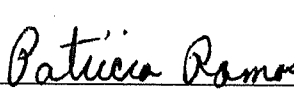
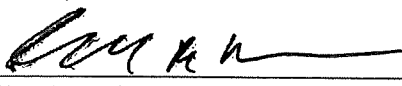

Permits must be displayed on the rear view mirror of any vehicle parked inside the gates. If the permit is not visible your car may be towed.

TOWING POLICIES

Vehicles parked in 434 Central Avenue, LLC parking lots without a permit displayed on the rearview mirror may be towed without warning for the following reasons:

1. Parking in a fire lane.
2. Parking in an area designated for Handicapped only.
3. No parking permit displayed in the car (unless authorized guest of the Resident).
4. Inoperable vehicles.
5. No current registration displayed.
6. Abandoned vehicles.

Apt: 111

 Apolonio R. Ramos (Resident)	<u>6/15/2017</u> Date	 Patricia Ramos (Resident)	<u>6/15/2017</u> Date
 Shaun Ramos (Resident)	<u>6/15/2017</u> Date	 Sureni Hambrick (Owner/Agent)	<u>6/15/17</u> Date

PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated June 15, 2017 between 434 Central Avenue, LLC (Owner/Agent) and Apolonio R. Ramos, Patricia Ramos, and Shaun Ramos, (Resident) for the premises located at 434 Central Avenue #111, Alameda, CA 94501.

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

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

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

<u>Apolonio R. Ramos</u>	<u>6/15/2017</u>	<u>Patricia Ramos</u>	<u>6/15/2017</u>
Apolonio R. Ramos (Resident)	Date	Patricia Ramos (Resident)	Date
<u>Shaun Ramos</u>	<u>6/15/2017</u>	<u>Sureni Hamernick</u>	<u>6/15/17</u>
Shaun Ramos (Resident)	Date	Sureni Hamernick (Owner/Agent)	Date

POOL/JACUZZI RULES ADDENDUM

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND RESIDENT AGREE AS FOLLOWS

NO LIFEGUARD ON DUTY. Persons using the pool/jacuzzi do so at their own risk. OWNER assumes no responsibility for accident or injury.

Management is not responsible for articles that are lost or stolen.

The pool/jacuzzi are to be used only between the hours of 8AM - 8PM. Management reserves the right to change said hours without prior notice. Management may close any and all recreational facilities for any reason.

NO CHILDREN under the age of 16 will be allowed in the pool area at any time unless supervised by an adult. NO ONE under 16 is allowed in the Jacuzzi at any time.

No person with contagious illness should use pool/jacuzzi.

The recreational facilities are reserved exclusively for use of residents.

Each apartment is permitted a maximum of 2 guests while using these facilities unless prior approval by Management is given. RESIDENT MUST accompany all guests at all times.

No glass may be brought into the recreational areas.

No food may be served or eaten in or around the pool/jacuzzi area.

No alcoholic beverages will be permitted in pool/jacuzzi. Any person thought to be under the influence of alcohol or drugs will be asked to leave the recreational facilities

Headphones must be used with stereos and radios. Boisterous talking, screaming or inappropriate language will not be tolerated

No running, horseplay, dangerous or inappropriate behavior.

RESIDENTS and guests (including children) are required to be properly attired at all times going to and from and in and around recreation facilities. Normal swimwear is required. Street clothes may not be used in the pool.

Large or inappropriate pool toys will not be allowed. All pool toys must be closely guarded and unobtrusive to others.

Safety equipment is not to be used except in case of emergency.

Any person found vandalizing or deliberately damaging any OWNER'S property will be charged for damage, banned from use of all facilities and possible eviction of residency.

Management reserves the right to exclude any and all persons from use of the recreation facilities.

Apolonio R. Ramos 6/15/2017 Patricia Ramos 6/15/2017
Apolonio R. Ramos (Resident) Date Patricia Ramos (Resident) Date

Shaun Ramos 6/15/2017 Suren Hamerick 6/15/17
Shaun Ramos (Resident) Date Suren Hamerick (Owner/Agent) Date

ROOMMATE RULES ADDENDUM

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND RESIDENT AGREE AS FOLLOWS:

The Lease specifies the number of persons who may occupy the apartment, and the names of all RESIDENTS. **All adults living in the apartment must be on the lease.**

Each RESIDENT on the Lease is jointly and severally responsible for all terms and conditions of the Lease. Each adult living in the apartment is responsible for the **entire rent**. It is the responsibility of the RESIDENTS of the apartment to decide how much should be paid by each RESIDENT. In the event the entire rent is not collected **each and every resident** is responsible for the **remaining amount**.

Your Lease states that the subletting of an apartment without prior written consent of OWNER is a violation of the Lease. Therefore, permission of management must be obtained and a new lease executed prior to any change of occupants.

If a roommate needs to move out of the apartment, departing roommate must give a 30-day written notice of intent to vacate premises to management and include a signed acknowledgement relinquishing all rights and claims to the Security Deposit(s).

Arrangements concerning the Security Deposit(s) are to be made between the roommates and are the sole responsibility of the roommates. The entire security deposit(s), already paid, will remain with the apartment. No refund, partial or otherwise, will be given at this time.

Any prospective roommate must apply for apartment by completing a rental application prior to occupying the premises. The prospective roommate must have management's approval and execute a new lease along with all remaining previous residents before moving into the apartment.

Please see Agent for instructions.

Apolonio R. Ramos 6/15/2017
Apolonio R. Ramos (Resident) Date

Patricia Ramos 6/15/2017
Patricia Ramos (Resident) Date

Shaun Ramos 6/15/2017
Shaun Ramos (Resident) Date

Suren Hamerick 6/15/17
Suren Hamerick (Owner/Agent) Date

SMOKE DETECTOR ADDENDUM

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND RESIDENT AGREE AS FOLLOWS:

1. **SMOKE DETECTOR** You acknowledge that as of this date, the unit is equipped with one or more smoke detectors; that you have inspected the smoke detector(s); and that you find it/them to be in good working order.
2. **REPAIR** You agree that it is your duty to regularly test the smoke detector(s) and agree to notify owner immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s).
3. **MAINTENANCE** You agree to notify OWNER/Agent immediately if the existing battery becomes un-serviceable.
4. **REPLACEMENT** You agree to reimburse owner, upon request, for the cost of a new smoke detector and the installation thereof in the event the existing smoke detector(s) becomes damaged by you or your guests or invitees.
5. **DISCLAIMER**
 - a. You acknowledge and agree that owner is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector (s); that you assume full and complete responsibility for all risk and hazards attributable to, connected with or in anyway related to the operation, malfunction or failure of the smoke detector(s), regardless of such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detector(s).
 - b. No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by owner, its agents or employees to you regarding said smoke detector(s), or the alleged performance of the same, owner neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and expressly disclaims all warranties are for a particular purpose, of habitability, or any and all other expressed or implied warranties. Owner shall not be liable for damages or losses to person or property caused by: (1) your failure to regularly test the smoke detector(s); (2) your failure to notify owner of any problem, defect, malfunction, or failure of the smoke detector(s); (3) theft of the smoke detector(s) or its serviceable battery; and/or (4) false alarms produced by the smoke detector(s).
6. **ENTIRE AGREEMENT** The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detectors) in the above referenced unit. Any agreement that in any way varies the terms of this addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.
7. I acknowledge I have read this addendum and it places a duty upon me to regularly test the smoke detectors and report at malfunctions of the same to owner in writing.

Apolonio R. Ramos

Apolonio R. Ramos (Resident)

6/15/2017

Date

Patricia Ramos

Patricia Ramos (Resident)

6/15/2017

Date

Shaun Ramos

Shaun Ramos (Resident)

6/15/2017

Date

Suren Hamernick

Suren Hamernick (Owner/Agent)

6/15/17

Date

VEHICLE PARKING REGISTRATION

Apartment #111

Vehicle 1		
Make	Model	Year
Color <i>Dark Blue</i>	License	Sticker
Tag Number	Tag Year	Tag State
Primary Driver <i>Apolonio Ramos</i>	Parking Space or Area <i>20</i>	
Driver Signature <i>Apolonio R. Ramos</i>		Date <i>6/15/2017</i>

File copy

NOTICE OF CHANGE IN TERMS OF TENANCY

TO: Apolonio Ramos
All Residents (tenants and sub-tenants) and all others in possession

PREMISES: 434 Central Avenue #111
Alameda, CA. 94501

Please take notice that after the delivery of this notice to you, and each of you, that the following change in terms of tenancy shall be applied to the terms under which you hold the premises described above.

CHANGE: As of January 1, 2019, your current apartment rent of \$2,099.00 will be increased to \$2,203.00 per month.

Your failure to honor, in full, this change will thereby initiate an election of forfeiture of your rental agreement under which you hold possession of the above described premises. This notice is given pursuant to Section 827 of the California Civil Code, for the purpose of giving you this notice as set forth more fully above.

To: Apolonio Ramos and All Residents (Tenants and Sub-Tenants) and all other in possession at Premises: 434 Central Ave. # 111, Alameda, Ca. 94501

This tenancy is subject to the City of Alameda Ordinance No. 3148. At this time, Surfside Apartments would like to offer you an option of signing a one-year lease commencing January 1, 2019. If you would like to do so, please stop in at the leasing office before December 15, 2018, or contact Management at 510-865-1231 to schedule an appointment prior to December 15, 2018.

DATED: November 30, 2018

Sincerely,

434 Central Avenue Apartments, LP.

MANAGEMENT

Receipt Acknowledged by Resident(s):

Residents/Tenant(s) Name(s) and Signature(s)

Date

CITY OF ALAMEDA
RENT PROGRAM

www.alamedarentprogram.org

PH: (510) 747-4346 FAX: (510) 522-7848 EMAIL: rrac@alamedahsg.org

**REQUIRED TEXT OF NOTICE TO A TENANT FOR A RENT INCREASE
EQUAL TO OR LESS THAN 5%**

The City of Alameda's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance [Ordinance No. 3148, Article XV of Chapter VI of the Alameda Municipal Code] effective March 31, 2016, requires that whenever a landlord is required to provide a notice of a rent increase to a tenant under State law, the landlord is also required to provide to the tenant a separate notice concerning the availability of rent review procedures under the Ordinance. If a landlord fails to provide this separate notice to the tenant, then under the Ordinance, the rent increase is void, the landlord shall take no action to enforce the invalid rent increase, and a tenant may use this failure as evidence in a tenant's defense in an unlawful detainer action based on the tenant's failure to pay the rent increase.

The notice required under the Ordinance must be in writing and provide the name, address, phone number and email address of the landlord. The landlord must either personally deliver the notice to the tenant or mail the notice to the tenant by first class mail, postage pre-paid, and addressed to the tenant at the property that the tenant rents.

In addition to the name, address, phone number and email address of the landlord, the text of the notice shall be as set forth on the attached form.

Please note that the text of this notice must be provided to a tenant each and every time there is a rent increase equal to or less than 5%.

Landlord's Name: 434 Central Ave. LP
Address: 434 Central Ave. Alameda, Ca. 94501
Phone Number: (510) 865-1231
E-mail Address: info@Kadamienterprises.com

"NOTICE: Under Civil Code, section 827 (b), a Landlord must provide a Tenant with 30 days' notice prior to a Rent Increase of 10% or less and must provide a Tenant with 60 days' notice of a Rent Increase greater than 10%. Because your Landlord proposes a Rent Increase that is at or below the Maximum Increase (as defined in subsection P of Section 6-58.15 of the Alameda Municipal Code), under Article XV of Chapter VI of the Alameda Municipal Code your Landlord must at the same time provide this Notice that advises you of the availability of the City's rent review procedures.

You may request the City's Rent Review Advisory Committee to review the increase by submitting in writing a request for review within 15 calendar days of your receipt of the notice of the Rent Increase either by mailing the request to the Program Administrator, 701 Atlantic Avenue, Alameda CA 94501 or emailing the request to the Program Administrator at rrac@alamedahsg.org. You must submit along with your request a copy of the notice of the Rent Increase. If you do not submit a request within 15 calendar days the Committee will not have the authority to review the Rent Increase.

If you submit such a request, the Program Administrator will advise you of the date, time and place of the hearing concerning the Committee's review of the Rent Increase. If the effective date of the Rent Increase is before the date of the hearing, you must nevertheless pay the Rent Increase. If you and your Landlord reach agreement as to the Rent Increase before the hearing, you and your Landlord must provide written confirmation to the Program Administrator concerning the terms of such agreement. If no agreement is reached, you and your Landlord must appear before the Committee concerning the Rent Increase. If you fail to appear at the hearing, the Committee will not consider your request and you will be precluded from seeking further or additional review of the particular Rent Increase under the City's rent review procedures.

At the hearing the Committee will make a decision concerning your request. You and your Landlord may agree to accept the Committee's decision even though the Committee's decision will be non-binding on you and your Landlord. If you and your Landlord agree to a Rent Increase less than the Rent Increase your Landlord requested and you have already paid the Rent Increase, your Landlord must provide you with a refund or a credit against future rents.

It is illegal for a Landlord to retaliate against a Tenant for the Tenant's lawfully and peacefully exercising his or her rights including a request for the Committee to review a Rent Increase. Civil Code, section 1942.5. A Landlord's efforts to evict a Tenant within six months of a Tenant's requesting a hearing or otherwise participating in any way in the City's rent review process may be used as evidence of a retaliatory eviction."


Information about Ordinance 3148:

The Alameda City Council recently adopted Ordinance 3148 concerning Rent Review, Rent Stabilization and Limitations on Certain Evictions in the City that became effective on March 31, 2016.

Beginning March 31 2016, there are new requirements concerning the following:

- ✓ Noticing rent increases
- ✓ Offering leases
- ✓ Increasing rent more than 5%
- ✓ Noticing a termination of tenancy
- ✓ Providing relocation assistance in connection with certain termination of tenancies
- ✓ Requiring Capital Improvement Plans in connection with substantial rehabilitation of rental units

Learn about your rights by visiting the website:

www.alamedarentprogram.org 

On the website you will find the following information about Ordinance 3148:

- A copy of Ordinance 3148
- An informational packet
- Frequently Asked Questions
- Registration for in-person educational workshops

By signing this form, you acknowledge that you have received the information listed above regarding where to find the information required by Ordinance 3148.

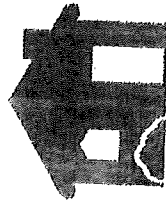
Tenant

Print Name _____ Signature _____ Date _____

Optional: Tenant May Request Hard Copies of Ordinance 3148 and Informational Packets

Fill out the following statement if you would like to receive hard copies of the materials.

I, _____, (the Tenant signing above) request the information listed in Section 6-58.20 in Ordinance 3148 be given to me as a hard copy because I do not have reasonable access to internet.



The Housing
Authority of the
City of Alameda
is the Program
Administrator for
the City of Alameda's Rent Review,
Rent Stabilization and Limitations
on Evictions Ordinance no. 3148.

Services

HOURS:

Monday - Thursday 8:30am to 4:00pm

CONTACT INFORMATION:

Phone 510-747-4346

Email rrac@alamedahsg.org

Fax 510-864-0879

Address 701 Atlantic Avenue
Alameda, CA 94501

RESOURCES:

www.alamedarentprogram.org

*The Housing Authority does not
provide legal advice. Landlords and
tenants are responsible for seeking
the advice of legal counsel on any
matters related to their specific
circumstances.*

This is an important document,
please have it translated.

Este es un documento importante,
hágallo traducir.

本文件為重要文件，請做好翻譯。我
們免費提供翻譯服務

Đây là tài liệu quan trọng, vui lòng
biên dịch.

Ito ay isang mahalagang
dokumento, mangyaring ipasalin ito.

EXCLUDED UNITS

All rental units in the City of Alameda are
subject to Ordinance no. 3148 except:

- Units in which the current rents are
regulated by federal law or by
regulatory agreements between the
landlord and the government
(ex: Section 8 Housing Choice
Voucher program).
- Units rented or leased for 30 days or
less (month-to-month rental
agreements do not apply)
- Accommodations (ex: hotels)
- Commercial units (ex: storage units)
- Institutions (ex: hospitals)
- Mobile homes



Rent and Community Programs

Landlord and Tenant Responsibilities & Protections



*Rent Review, Rent Stabilization and
Limitations on Evictions
(Ordinance no. 3148)
Effective March 31, 2016*





www.alamedarentprogram.org


510-747-4346

rrac@alamedahsg.org

Rent Increases

 There can be only one rent increase in any 12 month period.

 All rent increase notices must include required text from Ordinance no. 3148.

 There are two options for requesting rent increases:

1. Rent Review Advisory Committee (RRAC) process

RRAC decides allowable rent increase after considering factors set forth in Ordinance no. 3148.

RRAC members are
volunteers and Alameda residents:
2 landlords, 2 tenants, 1 homeowner

Increase = 5% or less

- Text of notice must meet requirements of Ordinance no. 3148
- Tenant has the option to request review of increase before RRAC.
- RRAC decisions are non-binding.

Increase = above 5%

- Text of notice must meet requirements of Ordinance no. 3148
- Landlord is required to file with the program the rent increase notice for RRAC review.
- The RRAC renders decisions on the rent increase amount. The decisions are binding or non-binding based on the unit type. (See below.)

Units exempt from binding decisions

- ❖ Single-family homes
- ❖ Condominiums
- ❖ Multi-family units built after Feb. '95

Units subject to binding decisions

- ❖ Multi-family units built before Feb. '95

Alternative to RRAC-decisions:
After a valid rent increase notice is served, parties can reach an agreement prior to the RRAC hearing, available through free & private mediation.

2. Capital Improvement Plans (CIP) process

Allowable rent increase is determined by a formula. See Resolution 15138.

- To qualify, improvements must be
 - a) major, long term improvements and
 - b) be of a certain value

Terminations of tenancy

Allowable grounds for termination:

- ✓ Failure to pay rent
- ✓ Breach of the lease
- ✓ Nuisance
- ✓ Failure to give access

- ✓ No cause
- ✓ Owner move-in
- ✓ Demolition
- ✓ Capital improvement plan
- ✓ Withdrawal from the rental market
- ✓ Compliance with governmental order

Grounds in the box have certain requirements:

- Landlords must file with the program a copy of the termination notice

- Notices must have specific information

- Restrictions are placed on the unit

- Relocation assistance owed

- Relocation amount is based on length of tenancy and monthly rent

- Relocation payment schedule

1st half owed when the tenant confirms to the landlord in writing the tenant will vacate the unit;
2nd half owed when the tenant vacates the unit

All materials submitted are property of the City of Alameda and the Housing Authority of the City of Alameda and are subject to the Public Records Act and the City's Sunshine Ordinance.

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the attached Notice, of which the attached is a true copy, on the above mentioned tenant(s) in possession in the Manner(s) indicated below: (check all that apply)

☐ On ___/___/___, I handed the notice to the tenant, and mailed it.

☐ On ___/___/___, after attempting personal service, I handed the notice to a person of suitable age and discretion at the tenant's residence/business, and I deposited a true copy of the notice in the United States Mail, in a sealed envelope with the postage fully prepaid, addressed to the tenant at his/her place of residence.

☒ On 11/30/2018, after attempting service in both manners above, I posted this notice in a conspicuous place at the tenant's residence, and I deposited a true copy of the notice in the United States Mail, in a sealed envelope with the postage fully prepaid, addressed to the tenant at his/her place of residence.

Executed on 11/30/2018, at the **City of Alameda, County of Alameda, and State of California.**

Served by: Veronica Rodriguez

