

NOTICE OF CHANGE OF TERMS OF TENANCY

TO: Katherine Archibald

And all others in possession of the premises designated by the number and street as 3970 Crown Point Drive, Apartment # 1 in the City of San Diego, State of California.

You are hereby notified, in accordance with Civil Code Section 827, that 60 days after service upon you of this Notice, or July 31, 2018, whichever is later, your tenancy of the above designated premises will be changed as follows:

1. Monthly rent which is payable in advance on or before the 1st day of each month, will be the sum of \$ 2850.00, instead of \$ 2700.00, the current monthly rent.

2. Other Changes:

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

Date: 4/18/2018

Yvonne Root

as agent for El Real / Crown Point
c/o Capital Growth Properties, Inc.
1120 Silverado Street
La Jolla, California 92037

MONTH-TO-MONTH RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this date 24th 2011, between Helen Pecka, Owner, whose address is 2417 Pine Street, San Diego, CA, 92103, and phone is 619-295-7796, and

KATHERINE ELIZABETH ARCHIBALD Resident(s).

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of the Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at 3970 Crown Point Drive unit 1, San Diego, CA 92109, on a month-to-month term. This unit has does not have a exclusive use balcony. It has assigned parking in front under the building space 3 6 from the North and storage locker shared with unit X #5 not shared

2. **RENT:** Rent is due in ~~advance~~ on or before the FIRST day of each and every month, at \$2050.00 beginning on 1/24/2011 2011, payable at 2417 Pine Street, San Diego, CA, 92103. Payments made in person may be delivered to the Owner/Agent between 6:00 AM and 10:00 PM on any day of the week. Acceptable methods of payment or Cash, Personal and Cashier's checks and Money Orders.

Mail rent to: Helen Pecka Rent can be hand delivered to: Roger Bauer
 2417 Pine St. 2348 Amity
 San Diego, CA 92103 San Diego, CA 92109

If rent is received after the THIRD day of the month, a late charge of 5% of the rent will be assessed. Pursuant to California law, if Resident's check is returned from bank for any reason, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$25.00 for the first return check and \$35.00 for each subsequent check. In most instances a returned check will causes a late fee to be accessed.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit the sum of \$2500.00. In no case will the total amount of all security deposits Resident pays to Owner/Agent be more than that which is allowed by law (two times the amount of rent for an unfurnished unit).

According to California law: Any security shall be held by the Owner/Agent for the Resident who is party to this agreement. The claim of a Resident to the security shall be prior to the claim of any creditor for the Owner. (Civil Code Section 1950.5(b)).

According to Civil Code Section 1950.5(b), the security deposit may be used by the Owner for any purpose, including, but not limited to, any of the following:

- (a) the compensation of the Owner for the Resident's default in the payment of rent,
- (b) the repair of damages to the premises, exclusive of ordinary wear and tear, caused by the Residents by a guest or licensee of the Resident,
- (c) the cleaning the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begin after January 1, 2003 (Amendment underlined),
- (d) to remedy future defaults by the Resident in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the Resident may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this section (i.e. MOVE-IN INSPECTION AND MOVE-OUT ITEMIZATION) that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy. A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

4. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

<u>KATHERINE ARCHIBALD</u>	<u>5/18/69</u>		
Name	Birthday	Name	Birthday
Name	Birthday	Name	Birthday

5. **TERMINATION:** Except as prohibited by law, this Agreement may be terminated by Resident after service upon Owner/Agent of a written 30-day notice of termination of tenancy. Except as prohibited by law, if Resident has been in possession of the unit for less than one year, the Agreement may be terminated by Owner/Agent by service upon the Resident of a written 30-day

1T Initials KA

Capital Growth Properties Inc.
 PO BOX 80140
 San Diego, CA 92101
 Jan 2013 -> send out to
 24 hour Emerg. Phone - 858-454-8857
 PRG Mgr -> mean M. A.

notice of termination of tenancy; if the Resident has been in possession of the unit for one year or longer, the Agreement may be terminated by Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. Any holding over thereafter shall result in Resident being liable to the Owner/Agent for "rental damages" equal to the current fair rental value of the unit, divided by 30. Daily rental value is prorated using a 30-day month.

6. **PROHIBITIONS:** Without Owner/Agent prior written permission as an addendum to this Agreement, no pets including dogs, cats, birds, reptiles, fish, rodents etc. shall be allowed in or about the premises. Aquariums, liquid filled furniture etc. are not allowed. Without Owner/Agent prior written permission as an addendum to this Agreement, no satellite dish/antenna can be mounted on the balcony (see para 20).

7. **QUIET ENJOYMENT:** Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molested or interfere with any other Resident or Neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

8. **REPAIRS and ALTERATIONS:** Except as provided by law, no repairs, redecorating including but not limited to painting, wallpapering, alterations or improvements shall be made by Resident without written consent of the Owner/Agent. Resident shall be liable for repairs necessary during or after residency to restore premises to the original condition (i.e. including but not limited to any damage to woodwork and doors, windows, ceiling, floors, cabinets, appliances and walls). Use of glue or tape to affix decorations is prohibited. Owner/Agent is authorized to enter premises when necessary to make emergency repairs.

Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanics lien recorded of preceding caused by Resident. Resident may not make any alterations to cable or telephone wiring (such as may occur when changing telecommunications providers of adding phone lines) without prior written consent to the Owner/Agent. The notice shall include name, address, and telephone number of any new telecommunications provider. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

9. **INSURANCE:** Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the terms of this agreement. All Residents are advised to purchase insurance (i.e. renter's insurance). Owner/Agent is not responsible for any loss, damage or theft of Resident's property and/or possessions. Insurance is required if a Resident has a satellite dish/antenna.

10. **CARE and MAINTENANCE:** Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Except as prohibited by law, Resident shall keep the premises and furnishing, appliances and fixtures, which are rented for the Resident's exclusive use in good order and condition. Resident is not responsible for the upkeep of the landscape, but must not dispose of cigarettes butts, trash or any litter in the common areas. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by Resident, Resident's guest or invitee.

The Resident shall advise the Owner/Agent, in writing, of any items requiring repair (dripping faucets, malfunctioning appliance, etc.). Notification should be immediate in an emergency or during normal business hours for normal problems. Repair requests should be made as soon as the defect is noted.

For maintenance please call Roger Bauer at 858-273-2373 or cell 858-245-7636. If leaving a message, please indicate the problem and if we can enter your unit if you are not there.

11. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy, except water and pest control.

12. **WAIVER of BREACH:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Rental Agreement.

13. **JOINT and SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under the Agreement, and shall indemnify Owner/Agent for liability arising prior to the termination of the Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitee. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.

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

15. **SUBLETTING and ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of

Owner/Agent, be an irremediable breach of this agreement and cause for immediate termination as provided herein and law.

Any person residing in the unit more than 10 days is subject to additional use fee of 10% of the monthly rent per month. Any person (i.e. your visitors) are limited to stays of 30 days or less.

16. NOTICE: The California Department of Justice, sheriff departments, police departments serving jurisdiction of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1)' of subdivision(a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquires about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

17. SMOKE DETECTION DEVICES: The premises are equipped with functioning battery operated smoke detector(s). Resident shall be responsible for testing the device(s) weekly and immediately reporting any problems to the Owner/Agent. Resident is responsible for changing the detector's batteries as necessary.

18. MOLD NOTIFICATION: It is our goal to maintain the highest quality living environment for our Residents. Therefore, know that the Owner/Agent has inspected the unit prior to agreement and knows of no mold or moisture contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Resident regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- (a) keep the unit free of dirt and debris that can harbor mold immediately report to Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
- (b) notify Owner/Agent of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
- (c) report to Owner/agent any significant mold growth on surfaces inside the premises.
- (d) use bathroom fans or open window while showering or bathing. Report to the Owner/Agent any non-working fan.
- (e) use exhaust fans whenever cooking, dish washing, or cleaning.
- (f) use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the unit.
- (g) clean and dry any visible moisture on windows, walls, or other surfaces, including personal property, as soon as possible.

19. ASBESTOS WARNING: In accordance with proposition 65, California Health and Safety Code 25249.5 ET SEQ. This building may contain asbestos, a chemical known to the state of California to cause cancer.

Resident or their guests, employees and contractors shall not take or permit any action which in any way damages or disturbs the ceilings in the premises or any part thereof, including without limitation:

- (a) piercing the surface of the ceiling by drilling or any other method;
- (b) hanging plants, mobiles, or any other objects from the ceiling;
- (c) attaching any fixture to the ceiling;
- (d) allowing any object to come in contact with the ceiling;
- (e) permitting water or any liquid, other than ordinary steam condensation, to come in contact with the ceiling;
- (f) painting, or undertaking any repairs of any portion of the ceiling;
- (g) replacing light fixtures;
- (h) undertaking any activity which results in building vibration which may cause damage to the ceiling.

Resident shall notify the Owner/Agent immediately in writing if there is any damage to or deterioration of the ceiling in the premises including without limitation flaking, loose, cracking hanging or dislodged material, water leaks, or stains in the ceiling or upon the occurrence of any of the events described in the paragraph above.

20. SATELLITE DISH and ANTENNA: Under the rules of the Federal Communications Commission (FCC), Resident has a right to install a satellite dish/receiving antenna. Owner/Agent is allowed to impose reasonable restrictions relating to the installation and maintenance of the satellite dish/antenna. Resident is required to comply with these restrictions as a condition of installing such equipment.

The Resident agrees to the following:

- (a) Only one antenna is allowed. It may not exceed one meter in diameter and can not transmit signals.
- (b) Satellite dish/antenna location is limited to inside the unit, on a balcony which the Resident has exclusive use under the agreement. Owner/Agent is not required to provide alternate locations if allowable locations are not suitable.

(c) Resident may not damage the walls, doors or windows. Owner/Agent will assist in routing of cable.

(d) Resident must request an installation in writing, with the description of the satellite dish/antenna, service provider, proof of the required insurance coverage of the installation provider and the additional deposit.

Installation: must comply with reasonable safety standards; may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties; may not be connected to Owner/Agent's telecommunications systems; and may not be connected to Owner/Agent's electrical system except by plugging into a 110-volt duplex receptacle connected to the meter paid for by the Resident. If the dish/antenna is secured on the balcony it must be mounted on a section of 2x6 long enough to contain all mounting bolts. The 2x6 shall be clamped to the top rail by 2 stainless steel straps, one at each end, clamping the mounting 2x6 to the 2x6 rail and 2x4 or 2x3 below the rail. Installation must be done by a qualified person, or company that has worker's compensation insurance and adequate public liability insurance.

Maintenance: Resident will have the sole responsibility for maintaining the Resident's satellite dish/antenna and all related equipment. Owner/Agent may temporarily remove the dish/antenna if necessary to make repairs to the building including but not limited to tenting of the building for termite control.

Liability insurance, deposit increase and indemnity: Resident is fully responsible for the satellite dish/antenna and related equipment. Owner/Agent requires proof of liability insurance to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna, or related equipment. The insurance coverage must be no less than \$10,000.00 and must be enforce at the time of installation and continue until the satellite dish, antenna and/or related equipment are removed. The Owner/Agent does require an additional security deposit of \$500.00 to help protect Owner/Agent against possible repairs, cost, damages or any failure to remove the satellite dish, antenna or related equipment on move out.

Removal and damages: Resident must remove the satellite dish/antenna and all related equipment when Resident moves out of the unit. Resident must pay for any damage and for the cost of repairs and repainting which may be reasonable necessary to restore the premises to its condition prior to the installation of the Resident's satellite dish/antenna and related equipment.

21. **LEAD DISCLOSER:** Owner/Agent has no knowledge of lead-based paints and/or lead-bases paint hazards inside the units or on the outside of the building and common areas. No reports or records pertain lead-based paint are available. Resident has received the pamphlet "Protect Your Family from Lead in Your Home." Owner has informed the Resident(s) or Owner/Agent's obligations under 42 U.S.C 4582(d) and is aware of his/her responsibility to ensure compliance.

22. **RULES and REGULATIONS:** New rules and regulations or amendments to these rules may be adopted by Owner/Agent upon giving 30 days written notice. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident rights. They will not be unequally enforced. Resident(s) is responsible for the conduct of guests, invitee, and licensees and the adherence to these rules and regulations at all times.

GENERAL:

(a) Resident or their guests shall not use or keep in the Premises or cause to enter or remain in the Premises, any dangerous substance, 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.

(b) No open flames are allowed in exclusive or common use areas including candles, tiki torches and charcoal BBQ's.

(c) Costs of repair or clearance due to stoppages in waste pipes or drains, water pipes or plumbing fixtures (including but not limited to garage disposal, toilets, sinks, dishwashers, bathtubs and shower stalls) caused by Resident negligence or improper usage are the responsibility of the Resident. Payment for assessments or repairs are due and payable by Resident within 10 days of written notice by the Owner/Agent.

(d) Resident agrees not to change any locks or add any locks. Key replacement fee are \$10.00 per door key, \$25.00 per round key and \$100.00 for the mail box key.

(e) Any expense incurred in repair of phone, electrical, waste and drain lines, windows and screens, doors and door locks caused by Resident or Resident's guests negligence will be charged to the Resident.

(f) Heating is done by wires in the ceiling. Ceiling hooks are not permitted. A charge of \$25.00 per hook will be assessed for each hook and the Resident will be responsible for the testing and repairs to any heating wires and ceiling texture.

(g) No decals or tape is permitted on walls, doors, appliances, ceiling fans or windows. A \$25.00 charge per occurrence will be assessed.

(h) Fans or air conditioners are not allowed to be mounted in/on windows or doors.

(i) Missing and damaged screens will be repaired to maintain proper outside appearances at the Resident's expense at a charge of \$25.00 each.

(j) The laundry room door must be kept locked and lights must be turned off when not in use.

(k) Storage locker must be kept locked.

(l) Doors to stairwells must be allowed to close.

NOISE AND CONDUCT:

- (a) Resident(s) shall not make or allow any disturbing noises in the unit by Resident or guests nor permit anything by such persons which will interfere with the rights, comforts or conveniences of other persons.
- (b) All musical instruments, television sets, stereos, radios, etc., are to be played at a volume which will not disturb other persons.
- (c) The activities and conduct of Resident, Resident's guests and minor children of guests, outside of the unit on the common grounds, parking areas, or any facilities must be reasonable at all times and not annoy or disturb other persons. Minors on the premises must be supervised by a responsible adult.
- (d) No lounging, loitering or loud talking that may be disturbing to other Residents will be allowed in the common areas.

CLEANLINESS:

- (a) The unit must be kept clean, sanitary and free from objectionable odors. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- (b) Garbage is to be placed inside the containers provided. Items too large to be placed inside the containers must be taken to the city dump by the Resident. No garbage is to be placed in the laundry room trash container, which is provided to dispose of dryer lint.
- (c) Furniture must be kept inside the unit. Nothing may be placed on or hung over the railing. Only outdoor furniture is permitted on balconies. Bicycles can not be stored on the balconies.
- (d) No item shall be hung or mounted outside windows or doors.
- (e) No car washing or repair on premises.
- (f) Assigned parking areas must be kept free of oil, grease and car fluids by the Resident. If necessary the Owner/Agent will power wash the area at a minimum cost of \$100.00.

23. MOVE-IN INSPECTION AND MOVE-OUT ITEMIZATION:

Condition codes: NCC Needs Complete Cleaning, NC Needs Cleaning, REP needs REplacement, RPR needs REpair, PT needs Painting, SP needs Spot repair & Painting, M Missing, B -Bent, EC Excellent Condition, CD Ceiling, D -Damage/hooks, PD Pet Damage, CH CHIPPED, SCR -SCRatched, STK -STickers/decals/tape/glue

	Move-in	Initial optional	Final	Final est. \$
LIVING & DINING ROOM	=====	=====	=====	=====
Floors & baseboards	RUG SEMI STAINS AT END OF COUNTER			CAT DOG PEE
Walls	F-C NEW PAINT CEILING CEILING & WALLS			STAINS ON CARPET
Ceilings				
Windows & doors	NEW BLINDS INSIDE W. WINDOW			
Blinds				
Electrical fixtures	NEW DR. LIGHT			
Heater control				
Phone plug & TV outlets				
Ceiling fan				
Screens				
KITCHEN	=====	=====	=====	=====
Floors & baseboards	NEW TILE			
Walls	NEW PAINT			
Ceilings	"			
Windows & doors	"			
Blinds	NEW			
Electrical fixtures	NEW STOVE, REF & DW, HOOD			
Phone plug	NONE			
Screens	NEW			
Cabinets & shelves	NEW PAINT ON DOORS NEW H-HOBS			
Tile & grout	NEW			
Drawers, guides & knobs	F-C			
Range	NEW			
Range hood	NEW			

Garbage disposal	EC				
Refrigerator	NEW				
Dishwasher	NEW				
Sink & faucet	EC				
HALL	=====	=====	=====	=====	
Floors & baseboards	NEW TILE				
Walls	NEW PAINT				
Ceilings	NEW PAINT				
Doors, shelves, pole	NEW PAINT				
Electrical fixtures	EC				
Smoke detectors	NONE				
MASTER BEDROOM	=====	=====	=====	=====	
Floors & baseboards	CAT W/ DOWN PEE STAIN ON CARPET				
Walls	NEW PAINT				
Ceiling	NEW PAINT				
Windows & doors	"				
Blinds ...	EC				
Electrical fixtures	↓				
Heater control					
Phone plug & TV outlets					
Screens					
Closet					
MASTER BATHROOM		=====	=====	=====	=====
Floors & baseboards		NEW TILE			
Walls	NEW PAINT				
Ceiling	"				
Window & door	"				
Screen	EC REMOVE				
Electrical fixtures	↓				
Heat light					
Sink, cabinet & faucet					
Toilet					
Towel bars					
Tub, faucet & enclosure					
Medicine cabinet		NEW			
Mirror ...		MIR			
OTHER BEDROOM	=====	=====	=====	=====	
Floors & baseboards	EC				
Walls	NEW PAINT				
Ceiling	"				
Window & doors	"				
Blinds	EC				
Electrical fixtures	↓				
Heater control					
Phone plug & TV cable					
Closet					

Screens	EC			
OTHER BATHROOM	=====	=====	=====	=====
Floors & baseboards	NEW TILE			
Walls	NEW PAINT			
Ceiling	"			
Doors	"			
Electrical fixtures	EC			
Heat lamp & fan				
Sink, cabinet & faucet				
Toilet				
Towel bars				
Tub, faucet & enclosure				
Medicine cabinet	NEW			
Mirror	EC			

Keys Received: (Note: Rent continues until all key are returned.)

2 Front door/dead bolt 1 Mail Box 1 Storage locker 1 Laundry
Other items: Window thumb locks Window or door bars

Upon move-out charges will be made for any light bulbs, heating bulbs, and smoke detector batteries not in working order. Carpet cleaning will be done after move out and charged against the deposit.

24. ACCEPTANCE of PREMISES: Resident has inspected the premises, furnishings and appliances and has found them satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.

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

Pest Control Notice Lead Discloser Addendum Cat Agreement Rent Guarantee

26. ENTIRE AGREEMENT: This agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. Owner/Agent, nor an agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

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

28. ATTORNEY FEES: If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and court costs.

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

[Signature] SC 10/23/11
Resident Date Resident Date

Resident Date [Signature] 23 Oct 11
Owner/Agent Date

PET AGREEMENT

OWNER AND RESIDENT MUTUALLY AGREE AS FOLLOWS:

1. The Rental Agreement provides that without Owner's written consent, no pets shall be allowed in or about premises. An additional deposit, beyond the normal deposit, of \$500.00 is require to keep a pet in the unit.

2. Resident desires to keep the following described pet hereafter referred to a "Pet". 2 INDOOR CATS

3. This agreement is an ADDENDUM and part of the Rental Agreement between Owner and Resident. In the event of default by Resident on any of the terms, Resident agrees, within three (3) days after receiving written notice of default by Owner, to cure the default or vacate the premises. Resident agrees Owner may revoke permission to keep said Pet on the premises by giving Resident thirty (30) days written notice.

4. Resident agrees to comply with all ordinances and laws governing pets.

5. Resident agrees that Pet will not be permitted outside of unit unless restrained by a leash. Use of grounds, premises or roofs for sanitary purposes in prohibited.

6. Resident must provide and maintain an appropriate litter box and use it on a non carpeted area. Litter, contained in a sealed plastic bag, must be disposed of in the trash can. DO NOT DISPOSE OF LITTER IN TOILETS.

7.. Pet must be fed on a non carpeted area.

8. Resident is responsible for and must prevent any infestation of fleas, ticks, etc.

9. Resident must not allow, and represents that pet will not cause any damage, discomfort, annoyance, nuisance or in any way inconvenience, or cause complaints, from other Residents. Any "mess" created by Pet must be cleaned up immediately by Resident.

10. Resident will be liable to Owner for all damages and expenses incurred by or in connection with Pet and will hold Owner harmless and indemnify Owner for any and all damages and costs in connection with Pet.

11. If Pet causes damage to carpet and or pad, flooring, screens, walls, including but not limited to odor, discoloration and or stains, carpet and or pad, flooring, screens walls will be replaced at Residents expense. If a carpet is damaged the entire room will be replaced. The Resident's charges will include carpet, pad and installation.

[Signature] 10/23/11
Resident date

Resident date

Boyer A Bauer 23 OCT 11
Owner date